



## PRIVATE STUDIO MEMBERSHIP AGREEMENT

Member 1: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Member 2: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Member 3: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Studio #: \_\_\_\_\_

Membership Dues: \$ \_\_\_\_\_ Per Month

Membership Term: 12 Months Starting: \_\_\_\_\_ Ending: \_\_\_\_\_

### AGREEMENT

Art Works Eagan ("AWE") and Member(s) agree as follows:

1. **Definitions.** The following terms will have the stated meanings for purposes of this Agreement:

- a. Member(s). If more than one person is listed as a Member above, each is individually considered a Member under the terms of this Agreement. No more than three individuals may share the Studio space and each person's name must be on this Agreement. Each Member is jointly and severally responsible for all money due under this Agreement, not just a proportionate share.

- b. The Building. The “Building” means the real property located at 3795 Pilot Knob Road, Eagan, Dakota County, Minnesota, owned and operated by AWE, as well as all out-buildings, structures, and parking lots located on the property.
- c. Communal Studios. “Communal Studios” means the spaces in the Building defined by AWE, and as amended from time to time at AWE’s sole discretion, for use primarily by communal studio members.
- d. Common Areas. “Common Areas” means the spaces in the Building as defined by AWE, that may be accessed and used by all Members, unless otherwise reserved by an AWE member.

## 2. **Membership.**

- a. Membership Term. The Membership Term, and Member’s obligations to pay monthly Membership Dues, will start as of the date listed above, and will end on the last day of the twelfth month following the start date (“Membership End Date”). For example, if the start date is noted as September 1st, the membership term will end on September 30th of the following year. If the Membership Term begins on a date other than the first of the month, Membership Dues will be prorated for the remainder of that month.
- b. Membership Dues. Member will pay Membership Dues in the amount listed above in advance on or before the first day of every month at the Building; by mail or by secure delivery to the main office, or other reasonable place or method as requested by AWE. Dues are paid when AWE receives them, not when mailed or sent by Member. If AWE does not receive Member’s Dues by the 10th of the month, Member will be charged a \$50.00 late fee. A \$30.00 fee will be assessed to Member for each unpaid check returned by Member’s bank.

## 3. **Benefits of Membership.** In addition to exclusive use of the Studio listed above, Member’s benefits of Membership include the following:

- a. 24-Hour Access. Member will be issued a key, key fob, and/or numeric code that will allow 24-hour access to Member’s Studio and Common Areas of the Building. The sharing of keys, key fobs and/or codes with others, regardless of whether or not they are AWE members, is strictly forbidden.
  - i. Restricted Areas. Unless otherwise contracted-for or agreed to by AWE in writing, Member’s Building access does not include access to: a) the ceramics studio, b) the makerspace, d) other private studios, whether or not occupied, e) the conference room, and f) the roof.
- b. Wifi Internet Service. Member will be provided with secured wifi internet service at no cost.
- c. Utilities. All utilities, garbage and recycling service.
- d. Events. Invitation to participate in certain studio member exhibitions and events organized or hosted by AWE.

AWE retains the right to suspend any or all of Member’s Membership Benefits if Member’s Membership Dues are in arrears for thirty (30) days or more.

## 4. **Studio Use.** AWE’s Building Conduct and Use Terms are attached as Appendix A and are incorporated into this Agreement by reference. Member agrees to abide by these Terms as outlined, or as they may be modified by AWE from time to time. Member understands that the Studio is intended to be used only as an artist’s work space, and that Member may not use the Studio as a

living space, nor offer classes or regular individual instruction in the Studio or anywhere else in the Building. Only the Member(s) listed above may use the Studio. By entering into this Agreement, Member is committing to use the Studio on a regular basis and will be expected to participate in the majority of AWE-wide events including without limitation, open studio nights, sales, certain fundraisers and the like.

5. **Inspection of Studio.** AWE and Member will inspect the Studio together before the Membership Term begins and will sign an inspection sheet that will be incorporated into the Agreement. At the end of the Membership Term, AWE and Member will inspect the Studio again, note any changes to the condition of the Studio, and sign the inspection sheet.

6. **Member Obligations.** In addition to the above, Member promises the following:

- a. Member will not allow damage to any area of the Building.
- b. Member will not allow waste of the Utilities or Services provided by AWE.
- c. Member will make no alterations or additions to the Studio, including without limitation, painting the walls, without AWE's express written permission.
- d. Member will not remove fixtures from any area of the Building.
- e. Member will not add or change any locks anywhere in the Building.
- f. Member will not engage in any activities in or around the Building that are unlawful, illegal, or unreasonably dangerous.
- g. Member will notify AWE in writing of any damage, injury, or other reportable incident that occurs while in or around the Building.
- h. Member will adhere to any and all studio-specific policies AWE establishes for the Communal Studios.
- i. Member will follow required procedures for closing down and securing the Building when present after business hours.
- j. If Member's phone number or mailing address change at any time during the Membership Term, Member will timely provide the new contact information to AWE in writing.

7. **Hazardous Substances or Activities.** Member must not use any hazardous substances or engage in any hazardous activities without first requesting permission, in writing, from AWE. Permission may be granted at AWE's sole discretion upon Member's satisfactory demonstration of his or her competency in safely handling such substances or doing such activities, and Member's provision, at his or her own expense, of any safety apparatus, equipment, tools or the like deemed necessary by AWE, and upon request by AWE, proof of the required insurance in accordance with Paragraph 9 of this Agreement. If such permission is granted by AWE, the allowed substances or activities will be detailed in writing, which writing will be labeled Appendix B, signed by AWE and Member, and incorporated into this Agreement by reference.

- a. **"Hazardous Substances"** mean materials that may cause or pose a present or potential hazard to human health or the environment when improperly used, stored, disposed of, generated, or otherwise handled. The term "Hazardous Substances" is used in its very broadest sense and includes without limitation any and all hazardous, inflammable or toxic substances, materials or waste as defined by or listed under State and Federal Environmental Laws.
- b. **"Hazardous Activities"** mean activities that, because of the substances, equipment, or processes involved, may cause or pose a significant or unusual, present or potential hazard to

human health or safety when improperly used, done, stored, or otherwise handled. The term “Hazardous Activities” is used in its very broadest sense and includes without limitation, use of any open flame.

8. **Assignment or Unauthorized Sharing.** Member will not sublet the Studio to any other person or entity, in whole or in part. This Agreement may not be assigned by Member to any other person or entity. Unauthorized sharing of the Studio with persons not listed as Members above is strictly prohibited.

9. **Damages to Persons or Property.**

a. Damage to the Building. Member will be responsible for any loss, cost, or damage to the Building caused by the willful or negligent conduct of Member, Member’s guests, invitees or by any person under Member’s direction or control.

b. Damage or Injury to Member or Member’s Property. AWE is not responsible for any injury or damage to Member or Member’s property not caused by a willful or negligent act or failure to act of AWE. AWE is further not responsible for any of Member’s property that may be lost or stolen anywhere in or around the Building.

c. Insurance. Member may obtain general liability or property insurance if so desired. However, if Member uses any Hazardous Substances or engages in any Hazardous Activities on a regular basis, as reasonably determined by AWE, Member must obtain and carry hazard insurance, which policy must name AWE as an additional insured, and provide proof of such insurance coverage to AWE.

d. Key or Key Fob Replacement. Member will be charged for the cost of replacing any lost keys or key fobs granting access to the Building, including all reasonable costs incurred by AWE as a direct result of Member’s loss.

10. **Termination of Agreement.** Either AWE or Member may terminate this Agreement for any reason by giving 30 days’ written notice. Termination of this Agreement by Member will be subject to a Termination Fee in the amount of: i.) \$350.00, or ii.) half of the total unpaid Membership Dues remaining under the terms of this Agreement, whichever is greater.

a. Termination for Cause. At its option, AWE may terminate this Agreement and revoke Member’s Building and/or Studio access immediately, or on a specified date in the future, for cause, which includes without limitation:

i. Membership Dues being in arrears for thirty (30) days or more; or

ii. Member’s material breach of Paragraph 7 (Hazardous Substances and Activities) or Paragraph 8 (Subletting, Assignment and Unauthorized Sharing) of this Agreement, or failure to cure the breach(es) within the time required as stated in AWE’s written notice of the breach(es); or

iii. Member’s material breach of any of the Building Conduct and Use Terms referenced in Paragraph 4 above.

AWE’s failure to take immediate action in response any of the above is in no way a waiver of AWE’s right to take such action in the future.

If a future date for revocation is set, Member will still be responsible for payment of Membership Dues until that future date and AWE may accept Membership Dues for the period up to that date without giving up its rights under this Agreement or the law.

11. **Renewal of Studio Membership.** If Member desires to renew his or her Studio Membership with AWE, Member must notify AWE in writing no later than 30 days prior to the expiration of the Membership Term. Member's renewal may be conditioned on Member's payment of the annual membership fee and passing or re-passing AWE's jurying process, if any, regardless of whether Member has done so previously.

12. **Expiration of Membership Term.** If Member's Membership is not renewed, his or her access to the Building will be revoked at 11:59 p.m. on the Membership End Date. When the Membership Term expires, or if this Agreement is terminated under Paragraph 10 above, Member agrees to:

- a. Remove All Property. Member must completely remove all of Member's property from the Building by the Membership End Date or, in the event of termination, by the date specified in the termination notice ("Termination Date"). If Member's property is not timely removed and Member makes no arrangements to retrieve his or her property within 14 days of the Membership End Date or Termination Date, Member agrees and understands that his or her property will be considered abandoned under Minn. Stat. Section 504B.271 and will be removed, sold, or otherwise disposed of by AWE at its sole discretion; and
- b. Return All Keys or Key Fobs. Member must return to AWE all keys or key fobs issued to Member. If Member does not return all keys or key fobs within 24 hours of Member's access being revoked, AWE may change the locks and/or deactivate the key fobs and charge the cost of doing so to Member.

13. **General Terms.**

- a. Notices. A notice or demand to Member may be mailed to his or her physical address, emailed to him or her at the email address provided by Member, or handed directly to Member. A notice or demand to AWE must be mailed to: 3795 Pilot Knob Rd., Eagan, MN 55122, emailed to admin@artworkseagan.org, or handed directly to an authorized agent of AWE.
- b. Changes to this Agreement. Any changes to the terms of this Agreement must be agreed to in writing by both AWE and Member.
- c. Entire Agreement. This Agreement is the entire agreement between AWE and Member. No oral agreements have been made.
- d. Governing Law and Exercise of Rights and Remedies. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota and shall be venued in Dakota County. Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.
- e. Severability. If any provision of this Agreement is determined by a court of law of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- f. Indemnification. Member agrees at all times to indemnify, defend and hold harmless AWE and its members, officers, directors, employees, agents, contractors, successors and assigns from and against any and all claims, actions, damages, liabilities and expenses, including, but not limited to, attorney's fees, arising in whole or in part out of or by reason of: (i) any loss of life, personal injury, accident or occurrence in the Studio or Building, any use of the Studio or Building, or any hidden or apparent defect, or any other condition in the Studio or Building; (ii) any damage to or loss of any property of Member's or property in Member's possession, whether

or not by reason of theft, vandalism, criminal acts, or failure of AWE's security measures, and whether or not this damage to or loss of property occurs in the Studio or Building; (iii) any act, negligence, or fault of Member, his or her agents or invitees, whether occurring on in the Studio or Building; (iv) any acts, negligence, fault or omissions of other AWE Members, their agents or invitees; or (iv) any breach or default in the performance of any obligation to be performed under this Agreement by Member, or resulting from or arising out of the act or omission of Member, his or her agents or invitees.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.**

**MEMBERS:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ART WORKS EAGAN:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_