

STUDIO TWO THREE

Studio Two Three provides 24/7 access because we trust our members. We are a place that runs off of trust and a culture of mutual aid. Members are part of a community and share resources, ideas, collaborate on projects, and trust one another. In exchange for 24/7 access and a trusting community, we ask members to refrain from using the studio on the rare dates when the studio is closed to members for events that benefit the studio. We are a busy home to over 100 artist members, each with 24/7 access to the space. Anyone who comes to Studio Two Three is a member of our community – including but not limited members, visitors, students, staff, volunteers, and contractors – we expect members to treat all visitors with respect and maintain the welcoming, kind atmosphere of the studio.

OUR MISSION

We empower artists to make art and make change.

OUR VISION

We strive for a world in which the arts are willingly and joyfully harnessed for personal, social and systemic change.

OUR DECLARATION

We the people of Studio Two Three affirm that:

1. We value the dignity and humanity of all people.
2. We are all artists, no matter how we work and what we make.
3. We trust ourselves, we trust each other, and we trust our process -- there are no failures, only lessons.
4. We are kind. The world is small -- our community is smaller.
5. We are all at once amateurs, professionals, students, and teachers.
6. We value sharing: space, tools, conversations, ideas, time, and energy.
7. We value stealing: processes, techniques, and inspiration. (But we don't take *other people's belongings*.)
8. We are creators working in a world that's precious and finite.
9. We make art with our hands. (Print, film, and letterpress are alive and well!!)
10. We own what we make.

LICENSE TYPE

All license types include wireless internet access, use of the kitchenette, and 24/7 access.

COMMUNAL STUDIO LICENSE: The communal studio license includes the use of the printmaking studio, to include a personal storage space and flat file, other general supplies and maintenance.

DARKROOM LICENSE: The Darkroom license includes the use of all equipment housed in the Darkroom, general print and film chemistry, and other general supplies and maintenance. Artists do not have personal storage space in the Darkroom and are to supply their own films and papers.

PRIVATE STUDIO LICENSE: Private studios include a designated private studio space, as well as use of the printmaking studio and darkroom. All personal effects must be stored within private studios. The license term for private and semi-private studios is one year, with option to renew for an additional year commitment. Studios may be shared by up to 2 people.

OFFICE / ORGANIZATION LICENSE: Office/organization licenses include a private studio space, as well as use of the event space for workshops or events according to a schedule agreed upon with studio staff. All personal effects must be stored within private studio spaces. The license term for office/organization studios is one year, with option to renew for an additional year commitment.

The Studio grants to the Artist a nonexclusive revocable license to use and occupy the Premises for the Term (as hereinafter defined) in accordance with terms of this Agreement for the production of original prints, photographs, and other works of art created by the Artist. Artist shall not engage in any other uses of the Premises without obtaining the prior written consent of the Studio, which consent may be given, conditioned or denied in Studio's sole and absolute discretion. Plagiarism of other person's or artist's images or text or any intellectual property infringement is strictly prohibited by the Studio and shall be grounds for immediate termination of this Agreement. The Studio is not responsible for any such infringements that may occur on the Premises, or that may be committed by or against the Artist while utilizing the Studio's facilities.

In connection with the foregoing license, Artist shall have the right of access to the Premises at any time during the Term, except during special events or when the Studio has closed the Premises. The Studio will make reasonable efforts to provide Artist advance notice of any pre-scheduled closures or limitations on Artists' access to the Premises. The Studio may at any time require the relocation or termination of Artist's specific studio space, if such a space is afforded Artists under this Agreement, and the cost of any such termination or relocation shall be borne exclusively by Artist.

The Studio and Artist agree that this Agreement confers a license only, and does not confer upon Artist any leasehold or any other interest in the Property, or any other real property.

STUDIO RULES

Artist agrees to the following rules, covenants, and responsibilities:

1. All areas of the Studio used by the Artist must be kept clean and returned to original state when work is complete.
2. **The Studio is a nonprofit organization.** In furtherance of the Studio's mission to provide artists with low-cost, safe, well-equipped studio space, the Studio asks that members are respectful and friendly to studio visitors, volunteers, interns, staff, and contractors.
3. Soiled rags and paper towels must be placed in proper safety containers and taken to outside trash daily.
4. **The Studio is a non-toxic print shop.** In order to maintain a safe working environment for all members the Artist shall not bring solvents or hazardous materials into the Studio.
5. Artists using the darkroom must utilize the fixer filtration system provided. Fixer may NOT be dumped down the drain.
6. No plastisol inks may be used at the Property; only water-based screen printing inks are permissible.
7. The Artist must notify Studio personnel immediately of any and all maintenance issues.
8. The Artist will use (and provide if the Studio does not have) safety equipment essential to his/her own safety with respect to making his/her work. (This includes respirators, rubber gloves, safety goggles, and work aprons).
9. The Studio will provide communal studio users with limited personal storage space for paper, inks, plates and screens. All personal items must be kept in designated storage areas. Private and semi-private studio users must keep personal items in their own studio space.
10. The Studio shall have no responsibility for any personal equipment, valuables, or other items left on or taken from the Premises. All property belonging to the Artist shall be his/her responsibility and the Studio shall not be liable for any property of the Artist that is stolen, damaged, and/or destroyed on the Premises.
11. All articles and equipment belonging to the Artist must be removed from the Studio on the last day of the Term.
12. The Artist agrees not to smoke in any area occupied by the Studio.
13. The Studio and its agents shall not be liable for any damage to personal equipment or other items, which may be caused by the Artist's carelessness, recklessness, or negligence.
14. Artist shall reimburse the Studio for loss or damages caused by any negligent or careless act committed by Artist. The amount and extent of the liability will be reported to and reviewed by the Board of Directors of the Studio. The Artist deemed responsible shall be financially accountable for all loss or damage caused by his/her negligence.
15. The Artist is expected to respect the communal nature of the Studio; the facility is shared by multiple artists and individuals are asked to respect others using the facility.
16. If at any time the Artist is the last person to leave Premises, the Artist must follow the proper closing procedure as outlined by the Lock-Up Checklist provided to the Artist during orientation. If Artist is unable to perform these responsibilities, Artist shall contact a staff member of the Studio and follow the direction provided .
17. The Studio has 18 off-street parking spots, in addition to street parking. Off-street parking is on a first come-first served basis.
18. Any failure to perform the obligations stated in this Agreement may result in the immediate termination of this Agreement and the revocation of Artists' license to use the Premises without refund of payment by the Studio, in its sole discretion.
19. The Studio may, in its sole discretion and at any time and from time to time, amend, supplement, or revise the above rules, covenants, and responsibilities by providing written notice to the Artist of any such change. In the same manner, the Studio may enact temporary rules or requirements for use of the Premises, which shall be determined and administered by the Studio in its sole discretion.
20. Artists with private studio licenses must purchase renter's insurance for their private studio.

TERMINATION

This Agreement and the revocable license created hereunder may be terminated prior to the expiration of the Term as follows: (a) immediately by the Studio for any reason whatsoever; (b) immediately by Artist in the event of any breach by the Studio of a material term of this Agreement which is not cured by the Association within five (5) days of receipt of written notice of such breach; or (c) by either party for any reason (or no reason) upon thirty (30) days prior written notice to the other party.

If the Studio, in its sole judgment, determines that the Artist is not complying with the terms of this Agreement, the Studio may, in its sole and absolute discretion, give the Artist the opportunity to cure such violation before terminating this Agreement. In the event of a termination of this Agreement, Artist shall, at its own expense, promptly remove all items of personal property from the Premises. In the event Artist fails or refuses to promptly remove such items, the Studio may, but shall not be required to, remove such items at Artist's expense, or treat such failure or refusal as conclusive evidence that Artist has abandoned the property, and the Studio may dispose of or retain any portion of the property in any manner it desires. In no event shall the Studio be deemed or become a bailee, or accept or be charged with duties thereof.

ARTIST WAIVER AND ACKNOWLEDGEMENTS

The Artist acknowledges that they have been notified that in the course of using Studio facilities, they may be exposed to (i) dangerous substances (i.e. developer, fix, solvents) that may cause bodily harm and (ii) equipment that if used improperly may cause bodily harm, and hereby waives any claims against the Studio relating to any such exposure or harm. In consideration of being permitted access and use the Studio facilities under this Agreement, the Artist absolves and releases the Studio, its servants and agents, of any liability for any type of accident, injury, or loss of life and limb, however caused, which may occur during said use of the facilities of the Studio.

RELEASE AND INDEMNIFICATION

Artist hereby waives all claims it may have against the Studio, and against the Studio's agents or employees, for damage to person or property sustained by Artist or any other person resulting from any accident in or about the Premises, or any state of disrepair of any part of the Property or its equipment, or resulting directly or indirectly from any willful or intentional act or neglect of any licensee, invitee, or occupant of any part of the Premises or of another person, unless such damage is the result of the willful conduct or gross negligence of the Studio. If any damage to any portion of the Premises results from any willful act or neglect of Artist, its agents or employees, the Studio may at its option repair such damage, and Artist shall pay the reasonable cost of such repair. Artist shall at all times and under all circumstances bear the entire risk of loss and damage to any property stored in or about the Premises, and the Studio shall not be liable for any damage to any property of Artist resulting from theft or vandalism or any other cause. Artist agrees to protect, defend, and hold the Studio harmless and indemnified from and against any and all claims, liabilities and costs of whatever nature (including attorney's fees) on account of injuries to any person, including death, or damage or loss to any property occurring in or about the Premises arising out of, relating to, or in any way connected with the existence, operation, or maintenance of the Artist's property, or any willful or negligent act of Artist, its agents and employees.

MISCELLANEOUS

1. **Entirety and Amendment.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Premises. Except as otherwise stated herein, this Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.
2. **Waiver.** Any forbearance or delay in exercising any right hereunder or the failure to exercise such right shall not constitute a waiver. Any covenant, duty, obligation or undertaking required by the terms of this Agreement shall only be waived by the express written consent of the party granting such waiver. A waiver granted on one occasion shall not be construed to constitute a waiver on any subsequent occasion.

3. Cumulative Rights and Remedies. All rights and remedies under this Agreement shall be cumulative and none shall exclude any other rights and remedies allowed by law.
4. Notice. Any notice required to be given under this License, and the license payments described above, may be delivered personally or by U.S. mail to Artist at the contact address indicated above, or to any other address of which Artist submits notice in writing; and to the Studio at Studio Two Three, Attn: Executive Director, 3300 W. Clay Street, Richmond, VA 23220
5. Independent Contractors. Each party shall be and act as an independent contractor (and not as the agent or representative of the other party) in the performance of its obligations or the exercise of its rights under this Agreement. Further, neither party shall have, by virtue of this Agreement, any right, power or authority to act as the agent of, to enter into any contract, to make any representation or warranty, or to incur any obligation or liability on behalf of the other party. This Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, franchise or partnership among the parties or as imposing any partnership obligation or liability upon either party.
6. Headings; Terms. Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the parties. The use of the singular shall include the plural and vice versa and the use of any gender shall include all genders. Whenever either party is referred to in this Agreement, it shall be deemed to include any and all officers, directors, employees, agents and representatives of such party.
7. Assignment; Successors and Assigns. Neither party shall have any right to assign or transfer this Agreement, in any manner, or any right or obligation arising hereunder, without the prior written consent of the other party. This Agreement shall be binding upon any assignee and, subject to the restrictions on assignment herein, shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.
8. Expenses. Each party shall pay its own expenses incurred in connection with the preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.
9. Attorney's Fees and Costs. Artist shall pay all reasonable attorney's fees and other costs and expenses of the Studio incurred in enforcing or collecting any obligation of Artist under this Agreement.
10. No Consequential Damages. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF OR DEFAULT UNDER THIS AGREEMENT.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to its choice of law rules.
12. Choice of Forum. The Parties agree the venue (i.e. location) for the resolution of any dispute or controversy between the Parties shall be instituted only in the courts of the Commonwealth of Virginia sitting in the City of Richmond or the United States District Court for the Eastern District of Virginia, sitting in the City of Richmond; and each of the parties hereby waives any objection that it may have to the laying of venue of any such suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such courts in any suit action or proceeding.
13. No Third Party Benefit. The provisions hereof are solely for the benefit of the parties and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the parties or any other person.
14. Waiver of Jury Trial. The parties hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury concerning any litigation based hereon, or arising out of, under, or in connection with, this Agreement, the obligations or any transactional document, or any course of conduct, course of dealing, statements (oral or written) or actions of the parties. This provision is a material inducement for the parties entering into this Agreement.
15. Severability. If any provision of this Agreement is declared void, illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect as if the offending provision were not contained herein.
16. Further Assurance. Each party to this Agreement agrees to execute and deliver all documents and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated hereby.
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
Interpretation. This Agreement is the joint product of the parties, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties, and shall be construed and enforced without any presumption or construction against the party drafting the Agreement.
18. Acknowledgement. The Artist, by signing this agreement, acknowledges that they have read this agreement and that they are in accord with its terms and conditions as outlined herein. The Artist further acknowledges that they are over the age of eighteen years.
19. Force Majeure. The Studio shall not be liable to the Artist for any delay, failure in performance, loss or damage due to force majeure conditions such as fire, explosion, power blackout, earthquake, the elements, pandemic, strike, embargo, labor disputes, war, acts of God, acts or omissions of common carriers, acts of all

regulatory or governmental agencies, or other causes beyond such party's reasonable control, for as long as such conditions exist.

20. Survival. All rights and remedies of a party occasioned by the failure of the other party to fulfill any of its obligations under this Agreement shall survive any termination of this Agreement and will continue in full force and effect thereafter (subject to any applicable statutes of limitations).

[Signature Page Follows]

STUDIO TWO THREE LICENSE AGREEMENT SIGNATURES

The Artist acknowledges they have read and agree to the terms of the Studio Two Three license agreement.

IN WITNESS WHEREOF, the parties have executed the license on this _____ day of _____ 20____.

Artist's Name

Artist's Signature

Studio Representative & Title (Please Print)

Studio Signature