

DISTILLERY STUDIO RENTAL AGREEMENT

GENERAL INFORMATION

Name: _____

Pronouns: _____

Phone: () _____

Email: _____

Address: _____

City / State: _____

Zip: _____

Emergency Contact Name: _____

Emergency Contact Phone: () _____

LEASE TERMS

START DATE: 07 / 15 / 2024

TOTAL MONTHLY PROGRAM FEE beginning 08/01/2024 : \$ _____

END DATE: 06/28/2025

1. APPLICATION. I apply for rental at Brew House Arts located at **711 S. 21st Street, Pittsburgh, PA 15203** ("BHA"). I represent and warrant that I am 21 years of age or older and all facts and information set forth above and/or in the Lease Agreement dated this date (Agreement) are true, correct and complete. The Agreement is incorporated by reference and made a part of this Contract.
2. PAYMENT. Monthly Payment: I agree to pay my monthly fees each month thereafter through QuickBooks Online Invoice, cash, or check delivered to the black rent box to the left of the Trek Management door clearly labeled "Distillery Rent" **by the 1st of the month**. Make all checks out to Brew House Association.
3. TERM. Rental begins on July 1, 2024 and continues through June 28, 2025.
4. DEFAULT/REMEDIES. Any payment that remains unpaid for fifteen (15) days shall entitle BHA to terminate the rental agreement, to suspend some or all rental privileges, and/or to take other actions permitted by law or in equity. Renter agrees to pay reasonable attorney fees, legal expenses, and other lawful collection costs and expenses of collection incurred after a material breach of this Contract.
5. RENTER PRIVILEGES: I will be admitted to renter activities such as a designated studio, communal work areas, and other designated facilities at no additional charge, as same may be available from time-to-time. Rentals are not assignable or transferable and any attempted transfer or assignment shall be null and void.
6. RENTER'S RESPONSIBILITY. All use of BHA Spaces shall be undertaken at my sole risk, and BHA and/or its Directors shall not be liable for any harm, injuries or damage to me or my property, or be subject to any claim, demand, liability or damages whatsoever, including, without limitation, those resulting from acts of active or passive negligence on the part of BHA

and/or its Directors, its successors or assigns, as well as its officers and agents, for all such claims, demands, liabilities, damages, actions or causes of actions. It is specifically agreed that BHA and/or its Directors shall not be responsible or liable for articles lost, damaged or stolen in, about or in connection with BHA nor for loss or damage to any other of my property, including automobiles and contents. It is also agreed that any damages to BHA property and/or its Directors, or the Studio or its contents, or property or the property of any renter by another renter is the sole responsibility of the offending renter. The foregoing notwithstanding, neither BHA nor its Directors shall be relieved by this Paragraph 8 from liability for its own gross negligence and/or willful misconduct.

7. **RULES AND REGULATIONS.** I acknowledge that BHA operates under rules and regulations established for the safety, comfort and protection of renters or other patrons and I will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by BHA. Rules and regulations of BHA, in effect from time-to-time, are incorporated into this Contract by reference and made a part hereof. I recognize that these spaces are intended only for the use of artists in the Distillery program, and are not to be sub-leased or to be used as living space. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of BHA, and I accept such reasonable changes as a condition of studio rental.
8. **GENERAL PROVISIONS.**
 - a. I acknowledge that I have read and understand the Studio Guidelines sheet and the Studio Condition Report, and that I accept all terms presented within these forms.
 - b. I acknowledge that it has been explained to me that this is a legally binding and enforceable contract and that I have agreed to maintain my rental for the period of time specified.
 - c. This Contract sets forth the entire agreement between me and BHA regarding my rental and any and all prior discussions, agreements, understandings or correspondence are hereby made null and void.
 - d. This Contract may be amended, modified, or rescinded, or any rights hereunder waived, only by written agreement signed by me and BHA.
 - e. If any term or provision of this Contract is found to be invalid, illegal or unenforceable, in whole or in part, the rest and remainder of this Contract shall remain in full force and effect to the fullest extent permitted by law.

I understand that I am responsible for all reasonable collection fees, court costs and attorney fees associated with any unpaid balances due according to this Contract.

Artist Initials

We hereby agree to all terms of this Contract, intending to be legally bound hereby, and each of us has received a complete executed copy of this Contract.

_____ Date _____
Brew House Arts Signature

_____ Date _____
Artist Signature

Print Name

OFFICE USE ONLY

Amount Received \$ _____ *Date Received* _____ *Method* _____

Studio Number _____ *Fob Number* _____

Lock Combination Number _____

STUDIO GUIDELINES

1. Studio renters must abide by the rules below & BHA Code of Conduct. Any artists that do not follow the studio rules or pose a danger, or any misuse or hazard to the studio or its renters will be asked to leave immediately, without a refund of any pre-paid rental fees.
2. \$15 replacement fee will be charged for lost keys. (per key)
3. \$50 replacement fee will be charged for fob.
4. I acknowledge and agree that BHA shall not be responsible in the event of any loss, theft, damage or destruction resulting to any of my personal property located at BHA's premises. I acknowledge that if I seek to insure any loss arising from destruction or theft of my personal property at BHA's premises that I shall, at my own expense, procure a policy of liability insurance.
5. Respect the privacy and personal space of fellow artists.
6. Do not touch, remove, or take another artist's supplies or tools without their direct approval.
7. Long cell phone use is only permitted in one of the 2 phone booths provided or outside the building.
8. Keep the studios clean. If the trash is overflowing, tie up the bag and put in a new one.
9. Do not dispose of turpentine or other chemicals down the drains. Use rags for all clean up, place used rags in proper receptacles.
10. Aerosols may only be used outside.
11. No smoking anywhere in the building.
12. Turn off all lights if you are the last artist to leave the studios.
13. Artists are expected to use their studios to create new work, not to store old work.
14. Use headphones to listen to music if other artists are in studio.
15. Artists are expected to conduct themselves as respectable art professionals.
16. Renters are responsible for all visitors and their wellbeing. Renters are also responsible for their guest's behavior and actions.
17. BHA reserves the right to terminate rentals for any reason.
18. If you are unsure about any studio guidelines or have a question about material usage, talk to BHA staff for clarification.

I acknowledge that I have read and understand the Studio Guidelines sheet.

Artist Initials

STUDIO CONDITION REPORT

STUDIO NUMBER: _____

Artists are responsible for the return of the studio to the original condition. Please note any damages or issues apparent in your studio upon move in below:

	Move-In	Move-Out
Walls:		
Floors:		
Window:		
Doors:		
Electrical/Outlets:		
Other:		

I acknowledge that I have thoroughly noted any damages or notable conditions in my studio above.

Artist Initials