

ITEM # 20-0058

**LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND VITAL SPACES, INC.
(MIDTOWN ANNEX BUILDING)**

This LEASE AGREEMENT (Lease Agreement) is made and entered into this 31st day of January, 2020 by and between the CITY OF SANTA FE, a municipal corporation (Lessor) and VITAL SPACES, INC, a New Mexico nonprofit corporation (Lessee), collectively the "Parties".

WITNESSETH:

In consideration of Lessee's promises herein, Lessor hereby grants to Lessee the lease herein provided, revocable and terminable as hereinafter provided, to enter on, occupy, make use of, and improve the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as The SW Annex, located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on Exhibit A attached hereto and incorporated herein. Lessee accepts the Premises in its present state, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Lease Agreement shall become effective **January 31, 2020** (the Effective Date).

3. LEASE TERM

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of a Single Term of Twelve (12) months.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the premises solely for the specific purpose of Artists' Studios and Gallery. Use of premises shall be subject to all conditions placed upon licensees of Vital Spaces Studio License Agreement (license agreement) and Vital Spaces Artist Handbook attached hereto as Exhibit B and Exhibit C. All licensees shall be artists who produce and exhibit their work in accordance with the terms of the license agreement. The premises shall at no times be used for residential or lodging uses. Lessee's licensees and visitors shall park in the existing parking lots immediately north of the building.

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall

upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the reasonable cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement; provided that Lessee shall have no responsibility for any repairs, replacements or capital improvements to the roof, structure, heating, ventilation and air conditioning systems, water and electrical systems, or exterior walls of the Leased Premises, or to address any condition of the Leased Premises in effect at the commencement of the Term. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

Lessor reserves the right to inspect the Premises at any time upon reasonable prior notice during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

F. Access. During the Term of this Lease Agreement, Lessor grants to Lessee, its licensees and their respective employees, agents and invitees, the right of ingress and egress to and from the Premises over Lessor's property surrounding the Premises, provided that automobile access shall only be over paved roadways and parking lots.

5. RENT

A. Base Rent during Initial Term. Lessee shall pay Two Thousand, Five Hundred dollars (**\$2,500.00**) as monthly Rent. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, solid waste collection services, cleaning, and repair services, if any, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement. The lessee may license the use of the premises to working artists per the terms of Section 4.A.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Property Insurance. Lessee shall maintain property insurance against "all risks" of loss to the Lessee-occupied Premises, tenant improvements or betterments at full replacement cost with no coinsurance penalty provision, and the policy shall name Lessor as Loss Payee. Lessee is responsible for maintaining insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee-owned alterations and utility installations at full replacement cost.

B. Commercial General Liability. Lessee shall maintain Commercial General Liability insurance with shall be written on an "occurrence" basis with coverage as broad as that provided by Insurance Services Office (ISO) Form CG 00 01 covering claims against bodily injury, personal and advertising injury, property damage and products-completed operations. Said policy shall have limits of not less than \$1,000,000 per occurrence and \$2,000, 000 in the aggregate and shall include broad form contractual liability coverage, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. The policy shall be endorsed to include the City of Santa Fe, its officials, officers, employees, and agents as additional insured for all ongoing and completed operations.

C. Workers' Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, all required workers' compensation insurance at statutory limits, and Employer's Liability insurance with limits of not less than \$1,000,000 per accident or disease, for any employees working on the premises. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises so long as the same do not materially interfere with the use of the Premises as contemplated by Section 4.A herein. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

12. TERMINATION

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

- i. the breach;
- ii. the action required to cure the breach;
- iii. a date, not less than thirty (30) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
- iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

13. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:

City Manager

To Lessee:

Jonathan Boyd, President

City of Santa Fe
P. O. Box 909
Santa Fe, NM 87504

Vital Spaces, Inc.
1200 Hickox Street
Santa Fe, NM 87505

14. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

15. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

16. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

17. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. LITIGATION EXPENSE

In the event of litigation between the Parties, to the extent permitted by applicable law, the non-prevailing party shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, that the prevailing party shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by the non-prevailing party or its contractors, agents, employees or permitted assigns.

19. HEADINGS

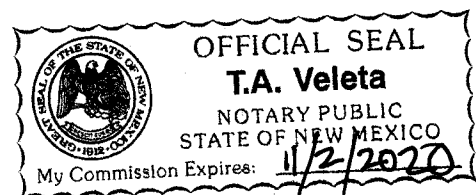
The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

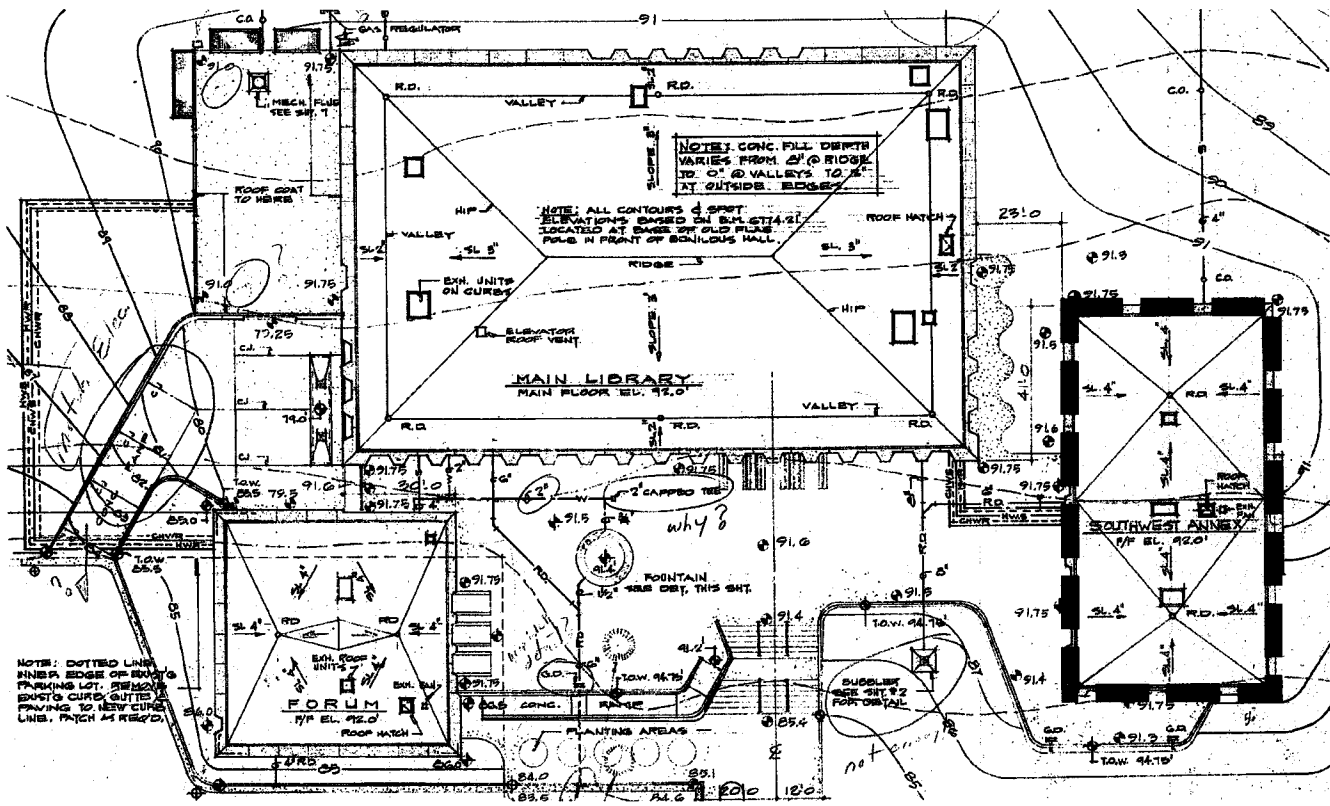
20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

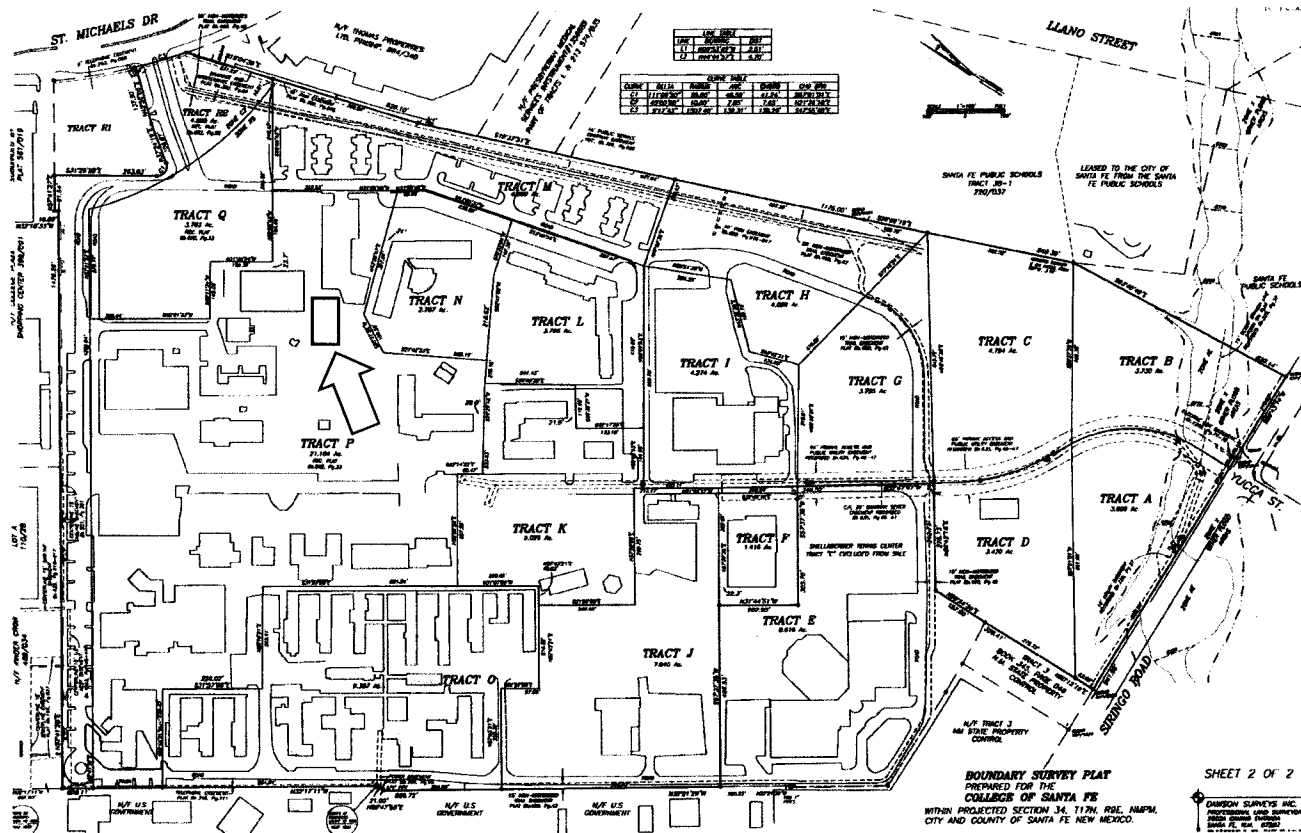
21. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

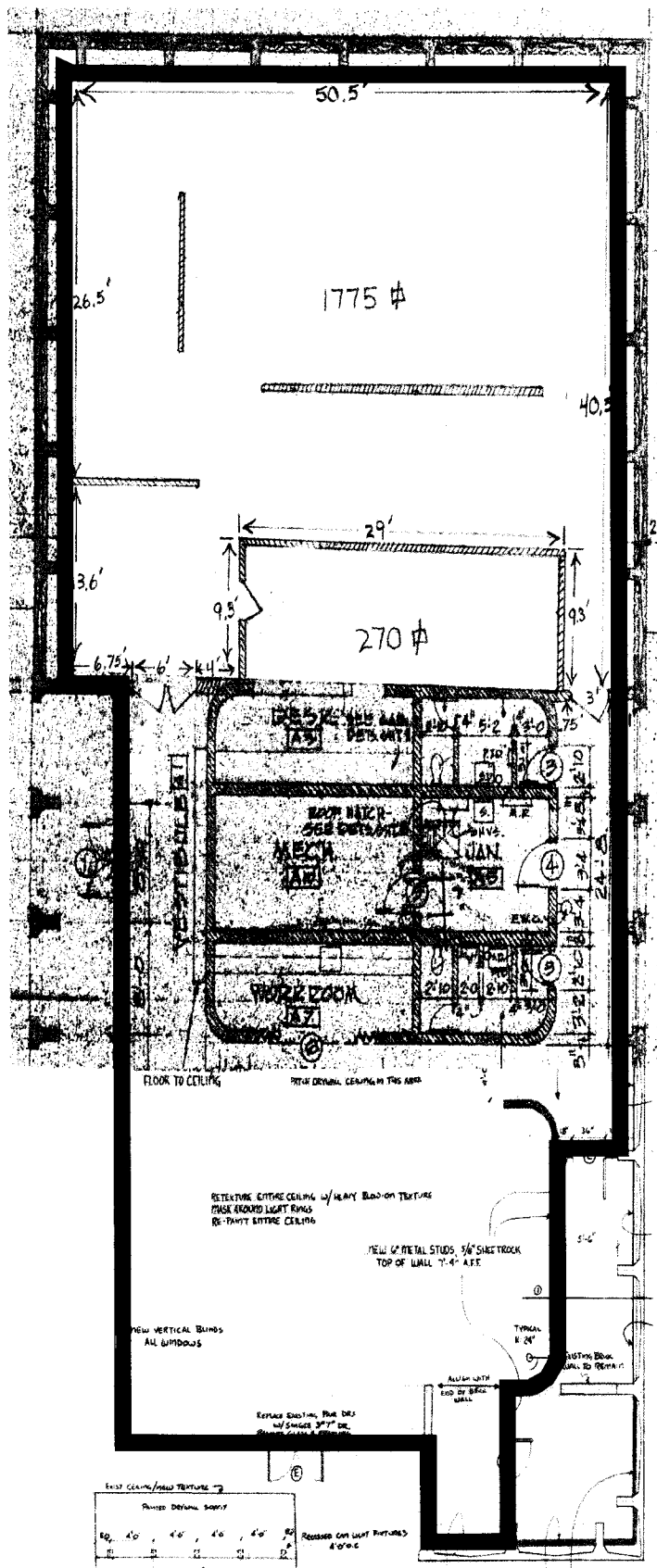




SW ANNEX - EXHIBIT A - SITE PLAN



SW ANNEX - EXHIBIT A - CAMPUS PLAN 1600 SAINT MICHAEL'S DRIVE SANTA FE NM



SW ANNEX - EXHIBIT A – FLOOR PLAN 1600 SAINT MICHAEL'S DRIVE SANTA FE NM

Vital Spaces Studio Artist Handbook

SW Annex, Midtown Campus, 1600 St. Michael's Drive, Santa Fe New Mexico

Welcome to the Vital Spaces Studio Program. This handbook provides important information regarding your studio residency. We encourage you to keep a copy on hand at your studio and can provide additional copies to you in both print and electronic format.

If you have any questions about the information contained in this handbook, please contact:
contact@vitalspaces.org

We look forward to your residency and seeing what you create in our space.

Important Contacts

Vital Spaces programs

Jonathan Boyd	505-995-9720	jonathan@vitalspaces.org	(Executive Director)
Hannah Yohalem	505-690-8962	hannah@vitalspaces.org	(Program Director)

Vital Spaces office

contact@vitalspaces.org

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Term of Residency

Once you accept a Vital Spaces studio, you will be required to sign a License Agreement that binds you to performing certain actions (such as paying fees and keeping your studio clean), and prohibits you from certain actions (for example smoking in the building).

This agreement also states that the rules and regulations posted in the common area of the studios and provided in this Artists' Handbook are to be followed, so it is recommended that you read the agreement, this handbook, and all posted regulations and notices from Vital Spaces carefully and ask for clarification from Vital Spaces staff if you have any questions.

Studio use is granted on a month to month basis, and Vital Spaces provides no guarantee that your studio residency will last for any specific duration. We will attempt to give artists as much notice as possible before a termination, and hope to provide at least a 30-day notice. This in no way guarantees that a 30-day notice will be provided in all instances.

If certain provisions of the License Agreement, or this Artists' Handbook, are broken, Vital Spaces has the right to terminate the License Agreement and require an artist to move out of the studio within 24 hours upon notice. Vital Spaces reserves the right to terminate any studio residency for any reason.

Upon termination of the License Agreement and your residency, Vital Spaces provides no guarantee of future studio residencies or any other programming to the artists.

License Agreements are renewed every year, and artists wishing to continue in the Studios Program will be required to sign new agreements when the agreement is available. The Artist Handbook may be updated at any time. When the handbook is updated, a new electronic copy will be available upon request.

Artists are responsible for ensuring they understand any changes made to the handbook. If an artist does not wish to sign an updated License Agreement, or does not agree to follow the regulations and

instructions in an updated Artist Handbook, they must give notice to the Program Director and vacate the studio within 24 hours.

License Fees (aka Rents)

Your studio license fee and payment procedures are outlined in the License Agreement.

The Studio Building

Vital Spaces's midtown campus studios are provided in an as-is condition and may not be modified without permission.

The SW Annex is a non-smoking facility.

Pets and other animals are not allowed in the building due to it being a shared space and potential allergy issues.

No cooking or preparing of beverages is permitted outside of designated areas. Do not leave any food, garbage or unsealed or used food or beverage containers in the studio or common areas overnight.

You must help keep the common areas of the building clean and dispose of ALL trash personally.

Alcoholic beverages are discouraged in Licensed Area, or common areas of the studio building, except for during approved open studio events.

Bicycles and other vehicles are not allowed in Licensed Area or common areas of the studio building unless written permission is obtained from Vital Spaces. Do not obstruct doorways or hallways with these or any other items.

Guests

You may have up to two guests at a time in your studio provided that all of the following conditions are met for every visitor – even if they have visited previously. **A guest is anyone who has not signed a License Agreement with Vital Spaces, and includes curators, family members, models, etc.**

- 1) You email the name(s) of your visitor(s) and approximate time of the visit to Vital Spaces' Program Director two business days before the scheduled visit. If you do not receive a response, you can still go ahead with your visit.
- 2) All guests must be registered and sign in with contact information on the sign in sheet.
- 3) You meet your visitor at the entrance of the building and escort him/her to the studio and back to the entrance after each visit.

Occasionally, we may have to limit the number of AFTER HOUR guests. We allow guests based upon first notification. We reserve the right to deny guest requests.

You may have one (1) intern or assistant working in the studio at any given time. You must be present whenever an intern or assistant is in the studio.

Vital Spaces, SW Annex, 1600 St. Michael's Drive, Santa Fe, NM

Your Studio

Your studio is provided as-is and must be returned in the condition it was received.

The floors of your studio must be protected from paint spills, and other things that might cause damage to them. You may not modify the structure of your studio by building walls, doors, or shelving/storage that attaches to the walls or floors without prior approval.

Your studio is designated by letter and number. Be sure to include this designation on all correspondence and rent payments you send us.

You must sign in and out when you enter and leave the studio building.

- We use this information to determine individual studio use (you must use your studio at least 50 hours per month) as well as to track trends.
- This information is also important in the event of an emergency to know how many people are in the building.

The internal area bounded by the walls of your studio is the only area that you are allowed to use to make work, to store your art making supplies and equipment, to store your finished artworks, or to have any furnishings (chair, table, metal shelves).

You may not make any permanent markings – ink, magic markers, etc. on any part of the studio or common areas of the studio building unless expressly approved.

Things left in the common areas of the building without specific permission – which will be for specific things and a specific time-frame – may be disposed of by Vital Spaces at any time.

Studio Upkeep

You must keep your studio clean and safe for yourself and others to walk through at all times. We recognize that every artist has different ways of creating their work, but **the following guidelines must be followed in all studios.**

- All sawdust, fabric, paper, etc., scraps and debris must be removed from the studio and thrown away. If your work re-uses these scraps, they must be stored in a non-flammable (metal or plastic) container. You are responsible for the isolation of dust or other particulate matter generated by the creation of your work. Isolation of areas larger than 8 x 8 x 8 feet, or 512 cubic feet, must be approved by Vital Spaces.
- All electric tools and equipment must be unplugged, and their cords wrapped/tied when not in use.
- All flammable materials (terpenoid, odorless mineral spirits, etc.) must be kept in sealed containers, and those containers must be kept in a closed non-flammable (metal or plastic) cabinet or box, clearly marked "Flammable Materials," when not in use.

NOTE: You may use up to 6 fluid ounces of these materials in your studio at a time. Your working material must be kept in an appropriate container that you seal when you're not using it. If you wish to keep more than 6 fluid ounces please arrange to store them in a fireproof cabinet or container.

- All extension cords must be run along the edge of the studio's walls, and must not be "jumped" (connected to another cord) behind any object. Power/extension cords must not be run under anything covering the floor, nor across a space when not in use.
- All extension cords must be in good condition, grounded (3-prong), and rated for at least 15 amps.
- All power strips must be in good condition.
- All rags that have been used with oil paints, solvents, or other flammable materials must be thrown away in the specially marked red bucket marked for flammable rags. We encourage the use of smaller rags that may be disposed of sooner than larger rags. Oil painting rags that are currently in use in your studio must be hung-up allowing for airflow through the rag. Rags used with solvents must be stored in airtight containers. All rags must be kept away from all electrical outlets, extension cords and all electrical equipment or devices.
- Materials stored in the studio may be only those things that you use for the creation of your artwork. Do not store personal belongings, furniture, vehicles or other non-art related items in your space. No more than 1/3 of the studio may be used for storage.

Lighting your Workspace

All general lighting is controlled via standard light switches. Please turn on only the lights needed for your studio. When you leave the studios, please turn off the lights if you are the last person to leave. **Please let us know if your overhead light bulbs are not working, and someone from Vital Spaces will come by to replace them.**

If you require extra lighting for your studio, you may supplement the overhead light with clamp or stand lighting fixtures **and compact fluorescent or LED light bulbs**. Halogen bulbs are not permitted due to fire concerns. Fluorescent bulbs now come in a variety of color temperatures, from what looks like incandescent, to daylight, and even full spectrum.

When installing supplemental lighting, do not wrap or hang cables, clamps, string, wire, electrical cords, etc. from any overhead hardware. Clamp lights may NOT be clamped to anything else attached to the

ceiling. Clamp lights MAY be clamped to shelves. Clamp light electrical cords, must be neatly organized and we recommend that they be bundled together with plastic ties to reach your power source. Do not bundle or wind electrical cords to any pipe, conduit or other metal supports as this creates a potential electrical hazard.

Hazardous Materials, Equipment and Processes

You may not use any hazardous materials without the written permission of Vital Spaces, and all appropriate precautionary measures must be observed when using any unsafe, hazardous or flammable materials.

You must file, by studio number, a list of approved hazardous materials being used in the studio, the danger of such materials, and the steps being taken to ensure the safety of the persons working in and around the studio.

The following is a list of materials or processes that is prohibited within the studio building:

Materials:

- Any chemicals with a NFPA Fire Rating of 3 or higher (meaning the material has a flash point of 100°F or lower)
- Acetone
- Acids
- Aromatic epoxies
- Aromatic epoxy paints
- Asbestos laden stone (such as some alabasters and soapstone: check with stone supply vendor for stone content)
- Benzene
- Bondo and similar fillers
- Contact cement (except water-based)
- Fiberglass
- Kerosene
- Mineral Spirits (odorless is ok)
- Petroleum / Gasoline
- Toluene
- Turpentine
- Xylene

If you have a question about a material not on this list, please check it's Material Safety Data Sheet **(just google: [name of material] MSDS)**. If it has a Fire Rating (red diamond) of 3 or higher, a Health Rating (blue) of 2 or more, or a Reactivity Rating (yellow) of 2 or more, it is not allowed in the studios.

Equipment and furnishings:

- Hotplates or hotpots
- Incandescent, Halogen, Neolite or Purelite lights or other high temperature light bulbs
- Kilns
- Microwaves
- Propane or butane torches
- Pneumatic tools

Processes:

- Brazing
- Burning

- Dry carving/rasping/sanding which creates excessive amounts of airborne silt (with such materials as plaster, plastics, wood, stone, etc.)
- Encaustic
- Spray-painting or Airbrushing within the studio building
- Welding
- Any other process which creates hazardous or noxious fumes.

This list of prohibited materials, equipment and processes may be amended at any time. Amendments will be emailed to each artist, and a new list will be posted in the common areas of the studios.

If we discover something on the prohibited list in your studio, we may issue a warning or terminate your residency.

If you discover that a newly prohibited material, equipment or process is something that you were using to make your art, contact Vital Spaces immediately.

Safety and Security

Personal Safety

Be aware of your surroundings. If you feel that you are in danger, we encourage you to go to a neighborhood business and let others know of the situation.

Persons Unknown to You

When entering or exiting the studios, do not let anyone else into the space, even if they can pronounce 'Vital Spaces' correctly or know the name of someone on staff or in the studios.

If you are in the studios, and you encounter someone you do not know, we encourage you (if you feel safe about it) to ask the person, in a friendly manner, who they are, whom they are with, and what they are doing in the space. If the person does not answer, gives strange answers, or seems "sketchy," and you feel you are able to, you may ask the person to leave.

We don't want to encourage confrontation, but we wish to empower you to help keep the building secure. If you do not feel comfortable in the presence of a person, or they do not respond to you, please call Vital Spaces and let us know about the situation immediately.

Doors

Do not prop or leave any of the building or studio doors open. Make sure the doors lock behind you. If you see that a door is open or find it unlocked without someone else present, please close and lock the door.

Fire Safety

You may not use fire in the studio; including smoking, incense, or other fire sources. Communicate to Vital Spaces beforehand if you want to sage or sweetgrass smudge studio in a building space.

Personal space heaters, electric kettles, or other appliances are not allowed in Licensed Area unless approved.

Fire Extinguishers

Fire extinguishers are hanging on the walls throughout the studios. Please familiarize yourself with their instructions for use, so you'll know what to do if you should ever need to use one.

P.A.S.S.	Guidelines for using a fire extinguisher:
Pull	Holding extinguisher upright, twist the pin to break the plastic safety seal. Pull the pin completely out.
Aim	Aim low. Point the extinguisher nozzle (or its horn or hose) at the base of the fire not the flames. This is important – in order to put out the fire, you must extinguish the fuel.
Squeeze	Squeeze the handle. This releases the extinguishing agent.
Sweep	Using a sweeping motion, move the fire extinguisher back and forth until the fire is completely out. Watch the fire area. Back away if fire breaks out again repeat the process.

Additional Locks on Studio Doors

If you have a door and wish to lock it, please contact Vital Spaces. Locks are not available on doors that other artists will need to pass through.

Security of Equipment and Supplies

For those items that you wish to keep secure within your studio, which are not flammable nor hazardous, you may bring in a plastic or metal locking container or cabinet, no larger than 6 feet in any dimension, and no more than 48 cubic feet in total (a 6' H x 4' W x 2' D storage cabinet, for example).

One copy of the key, or the combination to the lock must be provided to Vital Spaces' program director. This key or combination will be kept at our offices, and only used by Vital Spaces staff in the event of a fire safety or security inspection.

Structural Safety

As mentioned before in this document and in your License Agreement, you may not modify the structure of your studio by building walls, doors, or shelving without prior approval. You may not add additional structures onto the walls to hang, or attach, lights without approval.

You may use store-bought **metal or plastic** shelves, boxes or cabinets. Shelves and cabinets must be freestanding (they cannot be attached to the walls), level, and loaded appropriately.

Heavy Artwork on Walls

If you plan to hang or build or lean artworks on your studio walls that weigh over 22 pounds, you will need to consult with Vital Spaces regarding the placement of the artwork and wall cleats. You must

Vital Spaces, SW Annex, 1600 St. Michael's Drive, Santa Fe, NM

follow the Vital Spaces suggestions for the placement of these items. If the work looks as if it will become heavier than you initially expected, contact Vital Spaces again to determine what steps need to be taken in order to ensure the structural stability of the studio walls.

Reporting Incidents

In the event of an emergency, take appropriate actions to insure your safety and the safety of others in the building. If there is a fire and you are evacuating the building, **remember to call 9-1-1.**

As soon as you and others are out of harms' way, **notify Vital Spaces of the emergency.**

Warnings, Fines and Terminations

If you, or one of your guests, break one of the rules or terms of your agreement listed in the License Agreement or within this Artist's Handbook, you will be issued a warning, unless the broken rule is one of the 4 that may result in the immediate termination of your Studio Residency.

The 4 that may result in the immediate termination of your residency are:

- Smoking in building. This includes from, or out of, a window or door.
- Borrowing, moving or otherwise using any property belonging to other tenants or Vital Spaces without express permission from the owner of the property.
- Entering another artist's studio without permission of that artist.
- If your studio is not being used solely as studio work space.

If the condition that you are warned about continues beyond the date and time that we provide you to remedy the situation, we will issue a second warning.

If another regulation or term of your License Agreement is broken, this will also constitute a second warning.

A third infringement of the rules, procedures, terms of agreement, etc. will result in the termination of the License Agreement, and you will be required to vacate the studios within 1 to 7 days, depending upon the circumstances.

NOTE: We are not looking to terminate artists' License Agreements, but we have this system in place to help protect the interests of all the artists in the studio building, as well as to protect Vital Spaces' use of the building. (For example: if a property owner were to find an artist smoking, or doing something else that they have told us not to allow in their building, they might terminate Vital Spaces' use of the building and everyone would lose their studios).

Artistic Freedom/Safety

Vital Spaces does not, and will not, make decisions on the content of the work that you do in the studios program. However, we may ask you to stop making certain work based upon the safety of the materials you are using, the process you are using to create the work, or the condition of your studio while creating the work.

Vital Spaces, SW Annex, 1600 St. Michael's Drive, Santa Fe, NM

We can talk with you about your new projects to make sure your studio space, and those around you can safely accommodate your new work while being respectful of the artists around you.

We will work with you to resolve any issues that may arise, but we are unable to make allowances in our rules and studio procedures that may infringe upon the safety or working conditions of other artists, or the current and future safety of the studio property. If a resolution that is agreeable to all sides cannot be reached, you may not be able to do that particular work in the studio.

The Studio Community –Within and Beyond these Walls

Vital Spaces' studio program has a rich blend of artists, stemming from a myriad of disciplines. We encourage you to visit with your fellow artists. Some artists may prefer to keep their working process to themselves. Some may be interested in your feedback, others may not. We encourage you to set aside some studio time to explore what the others have to offer.

Please respect the boundaries, physical and otherwise, set by those working around you. **Do not enter any studio unless you have the express permission from that artist to do so.**

Please be respectful of neighbors when listening to audio materials and no activity, including the playing of any musical instruments, radio, television or other sound reproduction system, which disturbs other tenants is allowed.

The building will have public open studios and private events (artist potlucks, life drawing sessions, critique sessions, etc.) from time to time, and we encourage you to take part in these events. Information on these events is available on our website, or through emails that we send out to our artists. If you would like to organize a private event at the studios, contact Vital Spaces' Program Director.

Studio Tours

From time to time, we may conduct tours of the studios for potential donors, curators, public figures, and others. These tours will always be guided by a member of Vital Spaces's staff, and when possible, we will notify all Studio Artists via email of the date and time of the tour. It is vitally important that you keep your studio and the common areas tidy and safe so that we're able to present the Studio Program and its artists in the best possible light.

If someone from one of these tours is interested in a particular artist's work, we will make introductions as appropriate.

Other Opportunities at Vital Spaces

If you have ideas for programs, or know of opportunities that you think would be good for Vital Spaces, please contact our Program Director. This is one of the ways that we can continue to grow and adapt to better suit the needs and wants of our artists, our donors, our community.

Appendix A – STUDIO SAFETY

The manner in which you store art materials, handle them, and clean up afterwards will significantly influence the risk of accident or exposure. This is particularly true in studios handling paint or any toxic material.

Follow these general principals of safety storage:

- (1) Only store compatible materials together - identify incompatible materials on a Material Safety Data Sheet (MSDS);
 - (2) Store chemical containers in cabinets, never on the floor or on shelves above shoulder height
 - (3) Make sure all containers are labeled and in good condition (keep materials in their original containers or containers made of the same material).
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EXHIBIT C

License Agreement: Vital Spaces Studios

License Agreement dated this _____ of _____, 2020 (Agreement) between Vital Spaces, Inc. (Licensor or Vital Spaces) located at 1200 Hickox Street, Santa Fe, NM 87505 and _____ (Licensee) located at _____ (billing address) regarding the use of Artist Studio "Vital Spaces Midtown Campus" (Licensed Area) at **SW Annex, Midtown, 1600 St. Michael's Drive, Santa Fe New Mexico.**

Licensor and Licensee mutually intend that this Agreement shall constitute a license and not a lease or sublease. Licensee hereby acknowledges that, notwithstanding anything to the contrary contained herein, it shall not possess any rights as a tenant or subtenant of any part of the Licensed Area. This Agreement does not create or grant any estate, right, title or interest in real property or vest Licensee with any other property right to or in the Licensed Area. This Agreement and the rights of Licensee shall not be deemed to be or construed as a month-to-month tenancy or any other type of tenancy, and Licensee hereby waives any and all notices which would otherwise be required for a landlord to give to a tenant to terminate any such tenancy.

_____ (Licensee initial here)

1. TERM OF LICENSE.

Month to Month commencing as of _____, **2020**, (Commencement Date) but not to extend beyond the date on which Licensor's lease of the premises in which the Licensed Area is located (Licensor's Lease) is terminated.

2. TERMS OF OCCUPANCY.

- a) Licensee is encouraged to bring exposure to Vital Spaces by incorporating Vital Spaces branding when presenting work created in Licensed Area. Please check the website for the most up-to-date versions and write contact@vitalspaces.org if assistance is needed.
- b) Licensor suggests that Licensee donates to Vital Spaces 10% of funds collected from any sales during Term of License that were directly enabled by the Licensed Area, whether this means that the work or the sale were made possible by the relationship of the Licensee with the Licensor.
- c) Licensee may donate one piece of art per year to Licensor to support Licensor's ongoing development and ensuring the program's continuation. Possible uses of this work will be in Licensor's annual fundraising auction and the establishment of its endowment. The artwork will be selected by Licensor from a collection of works Licensee deems appropriate.
- d) Licensee is **required** to have an artist profile on Vital Spaces' website (must include at minimum artist's preferred name and one image).
- e) Licensee must work in Licensed Area for a minimum of fifty 50 hours per month, averaged quarterly. Licensee must discuss extenuating circumstances (illness, travel, and family circumstances) in advance with Licensor.
- f) Licensee must sign in/sign out as instructed whenever entering or leaving the Licensed Area.
- g) Licensor shall retain the right to photograph and use images of Licensee's work in Licensor's press, promotional and archive material with prior permission from artist.
- h) Licensor requests that Licensee participate in Vital Spaces' Open Studios event. If Licensee agrees to participate, Licensor requires that Licensee be present in the Licensed Space for the duration of the Open Studio dates and times.
- i) This Agreement is subject in all respects to the terms of Licensor's Lease, including without limitation the inspection rights of the landlord thereunder.
- j) Licensee agrees to follow all rules set out in Vital Spaces' Artist Handbook (electronic version sent to Licensee).

_____ (Licensee initial here)

3. TERMINATION OF AGREEMENT.

- a) The License granted in this Agreement may be terminated without cause at any time with one (1) week's written notice from either party.
- b) Licensed Area must be returned to original state, with walls painted in original color, unless granted approval via email from Vital Spaces that walls can be returned in a different condition.
- c) If the Licensee has fulfilled all of the obligations of this Agreement, Licensor agrees to return Licensee's full security deposit, if any.
- d) Licensee may request to transfer this Agreement to a new Licensed Area within the studio, which request may be granted in Licensor's sole discretion.
- e) If Licensee breaches any part of this Agreement, or does not follow the rules in Vital Spaces' Artist Handbook (electronic version sent to Licensee), Licensor may terminate this Agreement immediately by written notice to Licensee.
- f) Any prepaid Licensee Fee for any period after termination of this License will not be refunded.

4. LICENSE FEE, LATE FEES, NON-PAYMENT AND DEPOSIT.

- a) The License Fee is _____ per month.
- b) **License Fee is due at Vital Spaces' office by the first business day of each month.**
- c) Online payment of fees is preferred and may be submitted securely through the monthly invoice emailed to Licensee.
Fees may be paid by money order, cash or personal check made out to Vital Spaces, Inc., 1200 Hickox St, Santa Fe, NM 87505.
- d) **A late fee of \$50** will be added to your account if license fee is not paid by the first business day after the 15th of the month in which it is due.
- e) Upon signing this Agreement, Licensee must pay a deposit of _____ which shall be returned to the Licensee at the termination of this Agreement or held against damages due to Licensor for breach of this Agreement.

5. KEYS.

- a) Licensor shall provide one (1) set of keys to outer door(s) and Licensed Area to Licensee. Licensee is not allowed to make copies of keys or give keys to others.
- b) Keys must be returned to Licensor within 24 hours of the completion of the term or upon the early termination of this Agreement as outlined above.
- c) Licensee may add additional locks to the Licensed Area only upon approval of Licensor and only if Licensee provides a key to the Licensor.

6. MODIFICATIONS TO SPACE.

- a) Construction to Licensed Area is NOT allowed.
- b) Licensee may paint only the paneled walls of Licensed Area, **not** the permanent/original outside walls of the building.
Plaster and textured paints are prohibited. Licensee MAY be asked to return the walls to white at the conclusion of occupancy.
- c) Licensee may not make any modifications to any electrical or lighting systems within the Licensed Area.

7. DAMAGE TO LICENSED AREA.

- a) In the event that the Licensed Area is damaged by fire, robbery, or other casualty including structural negligence by building owner, Licensee shall notify Licensor immediately.
- b) In the event that damages as outlined above render the Licensed Area unusable, Licensee agrees to vacate the space pursuant to the terms of Paragraph 3 of this Agreement.
- c) Licensee shall be liable for the replacement or repair of any Licensor property, including walls, floors, ceilings, and other structures, that are broken or damaged by Licensee, Licensee's guests, or during Licensee's term of use.

_____ (Licensee initial here)

8. WARRANTY AND INDEMNIFICATION.

- a) Licensee agrees, to the fullest extent permitted by law, to indemnify and hold harmless Licensor's landlord (Landlord) and the Licensor and their respective affiliates, officers, partners, agents, employees, servants and assignees from and against all liability claims and demands on account of injury to persons, including death resulting there from, and damage to property arising out of the performance, or lack of performance by Licensee, its employees, agents or assigns. Licensee shall, at its own expense, defend any and all actions at law brought against Landlord or Licensor based thereon and shall pay all attorney's fees and all other expenses and promptly discharge any judgments arising there from.
- b) Licensee agrees to indemnify and hold harmless Landlord and Licensor from and against all claims, obligations, fines, liens, penalties, actions, damages, liabilities, costs, charges and expenses in connection with or arising from or out of performance of Licensee under this Agreement or due to any accident or event due to any fraudulent, wrongful, negligent, willful act, error, omission or breach of contract by Licensee. Licensee shall also indemnify Landlord and Licensor from any damage, loss, claim, expense, liability or fine incurred or arising by reason of vendor's breach of this Agreement and for any loss of funds due to such acts.
- c) In the event that Landlord or Licensor is made a party to any litigation commenced by or against vendor, or arising from the acts and omissions of Licensee, then Licensee shall indemnify, defend, and hold Licensor and Landlord harmless there from and shall pay all judgment, claims, damages, liabilities and litigation (including, without limit, attorneys' fees and disbursements) in connection with litigation, unless it is determined that Landlord or Licensor was solely negligent or breached their responsibilities hereunder. The indemnity contained herein shall survive the termination of this Agreement.

9. NO REPRESENTATIONS.

- a) To the fullest extent permitted by law, Licensor and its employees, affiliates, and guests shall not be liable for any damage to Licensee's exhibited art works, materials, furnishings or other personal property ("Licensee's Property").
- b) Licensee understands that Licensor does not provide insurance for Licensee's Property, and that Licensee is responsible for obtaining any insurance relating to theft, fire, flood, or damages related to Licensee's Property.
- c) Licensor is delivering to Licensee the Licensed Area, and Licensee agrees to accept the Licensed Area, in an "as is" condition as of the Commencement Date. Licensor has not made and does not make any representations or promises with respect to the building in which the Licensed Area is located, any common areas thereof, or the Licensed Area including, without limitation, as to the suitability and legality of the Licensed Area for Licensee's permitted use.
- d) Licensor will have no obligation to supply any services to the Licensed Area except as expressly set forth in this Agreement. Licensor reserves the right to stop service of electrical, heating, plumbing or other mechanical systems or facilities in Licensed Area when necessary by reason of accident or emergency, or for repairs, additions, alterations, replacements or improvements in Licensor's judgment desirable or necessary to be made. Licensor shall have no responsibility or liability for the interruption, curtailment, failure or defect in the supply or character of electrical service, or elevator service or plumbing or other mechanical systems furnished to Licensed Area. The exercise of such right or such failure by Licensor shall not constitute an actual or constructive eviction, in whole or in part, or entitle Licensee to any abatement of diminution of the License Fee or any other amount payable hereunder and shall not entitle Licensee to any compensation or relieve Licensee from any of Licensee's obligations under this Agreement, or impose any liability upon Licensor or Licensor's agents by reason of inconvenience or annoyance to Licensee, or injury to or interruption of Licensee's business, or otherwise. Upon cessation of the condition which prevented Licensor from supplying services to the Licensed Area, Licensor shall reasonably pursue the restoration of such service.

_____ (Licensee initial here)

10. COMMUNICATION.

a) Licensor communicates primarily via email. Licensee must provide accurate and complete contact information below. If Licensee wishes to be contacted via a means other than email, Licensee must indicate their preference.

Email: _____

Phone: _____

Mailing Address: _____

Website: _____

b) If any of the above information changes during the term of this Agreement, Licensee must contact Licensor with the changes within 48 hours.

c) In the event of an emergency, please contact the below person(s):

Name: _____

Phone: _____

Relation to Licensee: _____

By signing below, both parties certify that they have read, understood, and agreed to the terms contained herein. This represents the complete Agreement between the parties; any modifications to this Agreement must be made in writing and attached hereto.

Signature:

Signature:

Print Name:
Licensee

For Vital Spaces:
Licensor

Date

Date

For non-emergency incidents, contact:

contact@vitalspaces.org