

# Images Gallery Premises License Agreement

Images Gallery is an artists' cooperative located at 1823 W. Wilson Avenue in Chicago, Illinois.

Licensee's Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

For the dates and times set forth in this agreement and subject to its terms and conditions, Licensee is granted a license to use the entire premises at 1823 W. Wilson Ave., in Chicago, Illinois for the sole purpose of \_\_\_\_\_, and matters necessary, convenient, ancillary or incidental to this purpose.

Event Date(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Hours: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(Above hours should include estimated set-up and clean-up/removal time needed.)

Pre-event Setup Date(s)/time, if needed: \_\_\_\_\_.

Post-event Cleanup/removal Date(s)/time, if needed: \_\_\_\_\_.

Additional Services/Agreements, if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Cleaning/Damage Deposit: \_\_\_\_\_ Cash \_\_\_\_\_ Cashier's Check \_\_\_\_\_ Charge \_\_\_\_\_

License Fee: \_\_\_\_\_

Additional Services: \_\_\_\_\_

Total Now Due: \_\_\_\_\_ Receipt acknowledged: \_\_\_\_\_ (Initial)

1. Images Gallery and Licensee may make additional or alternative arrangements to accommodate set-up and clean-up for their convenience and so as not to interfere with other gallery events. If additional time is arranged, an additional pro rata license charge fee shall be due. Pro-rata fees for overtime for the event, set-up or clean-up times will be charged after a grace period of 30 minutes. In no event shall overtime impinge on Images Gallery's or any of its other licensees' events or scheduled use. If Licensee's overtime or failure to timely conclude the event, set-up, or clean-

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up/removal unduly interferes with same, liquidated damages in the amount \$50 shall be due, plus two times the pro-rata license fee for each half-hour or portion thereof during which the interference occurs. Images Gallery will try to keep Licensee informed of its schedule and any potential conflicts in case of overtime, but it is Licensee's obligation to adhere to the above schedule. If it appears to Images Gallery, in its sole judgment, that removal of event materials or other items related to Licensee's use will not be accomplished by Licensee in a timely manner and such delay reasonably threatens interference with Images Gallery's or any of its other licensees' events or scheduled use (including set-up and preparation time for same), then Images Gallery, at its sole option, may return the gallery to its former condition, including the taking down or uninstalling of art, and move or remove any of Licensee's property without liability for any loss or damage to same, and Licensee shall thereupon be liable for labor, costs and any storage or disposition fees for such property, as well as clean up/repair costs, all at the rates and under the terms set forth in the following paragraph, and Licensee shall remain subject to all terms of this agreement.

2. Licensee is responsible for leaving the gallery in the condition in which it was found and with all lights, sound system and electrical equipment turned off, and the thermostat for the heating unit shall be set to 60 degrees. All trash should be removed from the gallery. *Licensee will not use the disposal bins located in the alley to the east of the Gallery premises. They are private and may not be used by the Gallery.* If the Gallery premises are not left as they were found (reasonable wear and tear excepted), expenses for necessary cleaning/repairs shall be deducted from the cleaning/damage deposit. At its option, Images Gallery may use commercial/ professional services to return or to assist in returning the premises to their former condition and the amount of any invoice for such services may be deducted from the deposit. If Gallery members, agents or volunteers do any necessary cleaning/repairs or removal of art and materials as described in the preceding paragraph, Images Gallery shall be compensated for their labor at a rate of \$20 per hour. Any materials, parts or supplies required shall also be charged to Licensee. If the deposit is insufficient to pay such expenses, the additional costs shall be paid by Licensee upon demand. Neither the application of the deposit nor a full or partial return of the deposit hereunder, shall be deemed to waive Images Gallery's right to recover the any costs, expenses or damages due it from Licensee.

3. Licensee agrees to hang the West wall of the gallery during non-dining hours, so as not to disturb the restaurant next door. Licensee shall not cause any nuisance, annoyance or disturbance to the people in the neighborhood and adjacent businesses, or do anything that could reasonably be expected to harm the reputation of Images Gallery or subject it to public ridicule or condemnation. Licensee shall not bring to or store any hazardous substance or engage in any hazardous activity on the Licensed Premises. Licensee's use shall not violate any applicable laws, regulations or ordinances. Licensee warrants that it will not use the premises for any illegal purpose or activity and shall not allow, permit or suffer the premises to be used for any illegal purpose or activity or in any illegal manner during Licensee's use under this license.

4. Licensee is solely responsible for any taxes, licenses, royalties, permits, permissions or legal compliance required for or in any way associated with Licensee's use. Advertising and publicity is the responsibility of the Licensee. Catering is the responsibility of the Licensee. Tools and equipment for hanging works of art and for removal of art, or for any part of the event, set-up or clean-up/removal will be supplied by Licensee.

5. Licensee agrees to closely supervise the use of the premises during Licensee's event, set-up and clean-up/removal or other incidental use, and shall not leave any Event or the premises unsupervised during such use. Licensee shall be solely responsible for the conduct, welfare and safety of all persons invited, permitted or suffered by Licensee to be on the premises.

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6. If keys are given to Licensee, they must be returned to a gallery representative within 24 hours of the scheduled clean-up/removal or event. Licensee shall not copy keys without the express permission of Images Gallery. Return of all keys, including any permitted copies, shall be a condition for the return of any cleaning/damage deposit to be due. Licensee shall securely lock the premises when leaving or during any time Licensee's use or applicable law does not require the premises to be open. There shall be a lost key charge of \$5.00 per key, including any permitted copies.

7. Images Gallery is not responsible for personal property of any kind left behind after the licensed use. If such property is not removed or arranged to be removed within a reasonable time by Licensee within seven (7) days after the last licensed use, Images Gallery may dispose of, use, sell or transfer said property without liability. Any such property not so removed shall be conclusively deemed to have been intentionally abandoned by Licensee and shall become the property of Images Gallery.

8. Licensee agrees, represents and warrants that Licensee is not entering into this agreement in reliance on any representation, statement or promise made by Images Gallery or any person with actual or apparent authority to act on its behalf, whether written or oral, at any time before entering this agreement unless such representation, statement or promise is expressly stated in this agreement.

9. Licensee agrees that the premises are being licensed **AS IS**. Licensee agrees, represents and warrants that Licensee has thoroughly inspected the premises and all its fixtures, equipment and contents before signing this agreement, and that in entering this agreement Licensee is not relying on any representation, statement or promise by Images Gallery or any person with actual or apparent authority to act on its behalf, whether written or oral, concerning the condition, quality, suitability or fitness of the premises or any of its fixtures, equipment and contents in entering into this agreement.

10. Images Gallery warrants that it has the right to License its premises, and that neither in nor any of its members, agents or volunteers shall interfere with the use or enjoyment of the rights granted by this License. **Any and all other warranties, including any warranty of habitability, quiet enjoyment, merchantability, fitness for a particular purpose or any other warranties whatsoever, are expressly disclaimed and excluded.** Licensee further understands that Images Gallery is a lessee of the premises, and agrees that the Gallery is not responsible for any act or omission of its landlord or persons claiming under or through its landlord.

11. **In no event shall Images Gallery or any of its members, agents or volunteers, be liable for any indirect, consequential, special or incidental damages whatsoever, arising in any way under, in connection with or because of this agreement**, including, without limiting the foregoing, losses arising out of the use of or inability to use the premises, and for any type of claim or damage, including contract, tort (including negligence) in law, equity, under statute or otherwise, even if Images Gallery has been advised of the possibility of such damages. If Images Gallery or any of its members, agents or volunteers is found liable for damage to any works of art, such liability shall be limited to the cost of the materials comprising the work or the license fees hereunder, whichever is less. Any and all claims or damages in the aggregate, arising directly or indirectly under, in connection with or because of this agreement, or Licensee's use of, or inability to use the premises, including without limitation, claims or damages under contract, tort, in law, equity, under statute or otherwise, shall be limited to the total license fees actually paid by Licensee to Images Gallery under this agreement.

12. If Licensee is presenting an art exhibition, Licensee represents and warrants that s/he and/or the participating artists own the copyright to any works of art including all rights of

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reproduction. The Licensee consents to the imaging (including photographing) of all exhibited works of art and hereby grants Images Gallery an unrestricted perpetual royalty-free license to retain and use on a permanent basis for educational, instructional, demonstrational, promotional (including advertising of any nature), journalistic, historical or administrative purposes the image(s) of all works of art in any media, but for no other purpose. The Licensee warrants that all participating artists, if different from or in addition to Licensee, have also granted Images Gallery such a license as a condition of exhibition.

13. Licensee warrants that all advertising and promotional materials that are published or distributed for the event will not infringe or violate any copyright, trademark, trade name or service mark, or any person's right to publicity or privacy and will not defame any person or make any false or misleading statement. Licensee further warrants that no work of art exhibited in connection with this license infringes or violates any copyright, trademark, trade name or service mark, or any person's right to publicity or privacy and that no work is defamatory of any person. In any advertising or promotional materials or otherwise, Licensee shall not represent that Images Gallery is a sponsor, agent, principal, partner, affiliate of, or participant with Licensee, or in the event.

14. Licensee agrees to be responsible for all repair or replacement costs if any equipment, furniture, fixtures, art, walls or other property of Images Gallery (or any of its members, agents, volunteers, other licensees or bailers) is damaged, destroyed, consumed, or stolen while Licensee is using the premises, or if due in any way, directly or indirectly, in whole or in part, to Licensee's fault or neglect, or the fault or neglect of any person invited, permitted or suffered by the Licensee to be on the premises. Licensee shall pay all such costs upon demand by Images Gallery. Images Gallery may immediately apply any deposit to such costs, but neither the application of the deposit, nor a full or partial return thereof, shall be deemed to waive Licensee's responsibility for the full amount of such costs.

15. Licensee agrees to hold harmless and indemnify Images Gallery and its members, agents and volunteers from any and all claims or damages resulting or arising from, directly or indirectly, this agreement or Licensee's use of the premises, including, but not limited to, any claim made or damages sustained by any person invited, permitted or suffered by Licensee to be on the premises and Licensee's breach of any obligation or warranty contained in this agreement. In addition, Licensee shall pay all of Images Gallery's (and its members', agents' and volunteers') costs and expenses, including reasonable attorneys' fees, investigation and litigation expenses reasonably incurred in connection with defending or settling any such claim or damages.

16. Images Gallery does not insure any works of art or other licensee property against theft or damage. Insurance is the responsibility of Licensee. Licensee agrees to take full responsibility for all music, performance and other equipment that Licensee brings to Images Gallery. The Gallery will not be liable for any damage or losses incurred to equipment. Risk of loss of any and all property of the Licensee shall remain solely on the Licensee. The storage or presence of Licensee's property, if any, on the premises during non-licensed hours, is allowed under an ancillary license to use the premises for this purpose. No bailment shall be created by the presence of such property on the premises, and Images Gallery shall have no duty to be custodian of or safeguard or protect Licensee's property in any way. Licensee hereby further assumes all risks for theft and casualty and any risks which other normal or foreseeable activities at the Gallery may pose to any property. Neither party (or its members or agents) shall be liable to the other if the performance of any obligation of this agreement that is prevented or any breach that is caused by a *force majeure*, including without limitation, war, riot, insurrection, civil unrest, terrorism or natural disaster.

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17. Images Gallery may, without liability, immediately revoke the license or any part thereof granted hereunder if Licensee breaches any provision of this agreement. Images Gallery may also revoke the license or any part thereof at any time upon 24 hours notice. Upon such revocation, Licensee shall be entitled to the return of any unearned pro rata amount of the license fee (net of any license-time anticipated to be necessary for Licensee's removal of materials and clean-up required by this agreement and net of amounts otherwise due Images Gallery under the terms of this agreement or otherwise). In any event, upon revocation in whole or in part, Licensee shall return the premises to their pre-licensing condition and remain liable for any damages and expenses as provided in this agreement. All other terms of this agreement survive the revocation or expiration of the license or portion thereof.

18. Licensee shall pay all of Image Gallery's costs and expenses, including attorneys' fees and expenses reasonably incurred in enforcing the terms of this agreement or caused by the breach of any of Licensee's obligations under this agreement and/or with regard to any claim, legal dispute, proceeding or litigation in which Images Gallery (including its members, agents and volunteers), without its (or their) fault, becomes involved in because of or in connection with this agreement or Licensee's use of the premises.

19. All of the remedies of Images Gallery herein are cumulative, and non-exclusive of any other remedies provided by law. The invocation of one or more remedies shall not be deemed to waive any other remedy. This agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Licensee may not assign this agreement or the license granted without the express written consent of Images Gallery. Any suit by Licensee against Images Gallery or any of its members, agents or volunteers arising directly or indirectly under, because of or in connection with this agreement or Licensee's use of or presence upon the premises, including actions in contract, tort (including negligence) at law, equity, under statute or otherwise may only be brought in Cook County, Illinois and within six (6) months of the breach or occurrence giving rise to the claim, or be forever barred.

20. Invalidity or unenforceability of one or more provisions (or any parts thereof) of this agreement shall not affect the remaining parts of such provisions or any other provision of this agreement. If one or more provisions (or any parts thereof) of this agreement are invalid or unenforceable with respect to a given circumstance or person, the validity and enforceability of such provisions (or any parts thereof) with respect to other circumstances or persons shall not be affected.

21. Licensee acknowledges that Licensee has read this agreement, understands it and agrees to be bound by its terms and conditions. Licensee also agrees that this agreement is the complete and exclusive statement of the agreement between Images Gallery and Licensee and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between Images Gallery and Licensee relating to the subject matter of this agreement. If Licensee is not a natural person, the person signing on behalf of the Licensee warrants that s/he has full power and authority to enter into this agreement on behalf of Licensee, and further personally agrees to be jointly and severally liable for all of Licensee's obligations under this agreement.

\_\_\_\_\_  
Licensee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Images Gallery agent

\_\_\_\_\_  
Date