



HAMMONTON ARTIST GARAGE STUDIO LEASE AGREEMENT

LEASE AGREEMENT entered into this **<DATE>** by and between the Noyes Museum of Art (hereinafter referred to as Lessor), and **<<ARTIST>>** (hereinafter referred to jointly and severally as the “Tenant” and individually as “Artist”).

LESSOR ADDRESS: 733 Lily Lake Road, Oceanville, NJ 08231

TENANT ADDRESS: **<<ARTIST>>**

WITNESSETH:

WHEREAS, the Noyes Museum of Art (hereinafter referred to as the “NMA”) has leased the building known as the “Garage” located at **15 Horton Street, Hammonton, NJ 08231**

WHEREAS, Lessor is the holder of a lease commenced on February 15th, 2013 (hereinafter referred to as the Master Lease) entered into between Lessor and Tilton Holdings Company for portions of the building known as the “Garage” located at **15 Horton Street, Hammonton, NJ 08231**

WHEREAS, pursuant to that Master Lease, Lessor has the right to sublease “studio space” within the premises to qualified individuals, groups and organizations; and

WHEREAS, Tenant is an individual or group of individuals interested in leasing “studio space” in the “Garage” and meets all the requirements to qualify for a sublease (hereinafter referred to as the Lease)

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. Lessor hereby leases to and Tenant hereby accepts the documents of the Noyes Museum of Art, By-Laws, and House Rules (now incorporating the statement of Standards and Practices) as bound in contract with the Lease of the below described “studio space” located in the “Garage” for the term stated below and at the rental agreed to herein. The “studio space” leased hereby is described as follows:

STUDIO # **<<StudioNumber>>** containing **<<Feet>>** square feet of space.

Each individual Artist must execute this Lease agreement and is bound, jointly and severally by the terms hereof, and each named Artist shall have the right to occupy the leased studio space in common with the other named members (constituting Tenant) subject to the terms hereof, the bylaws or other organizational agreements of each individual Artist and of the rules and regulations adopted by the Lessor for shared studio space.

II. TERMS:

This Lease shall commence on **March 1st, 2013** and shall expire on **February 28th 2014**. This Lease may thereafter be renewable for additional periods in accordance with the provisions of Article IV herein.

III. RENT:

- A. Rental payments, as herein designated, shall be payable without demand on the 1st day of each month. Said payment is to be applied to the rent for the period commencing on the first day of the following month, at the rate set forth hereunder. Rental payments shall include the base rental together with all additional rent as required hereunder

The base rent for this Lease shall be payable in equal monthly installments of **\$<<BaseMonth>>**. This monthly rent price will be locked in for two years.

- B. In the event any monthly rental payment is not received in the office of the Lessor before the commencement of business on the 14th day of any month, the sum of ten dollars (\$10.00) per day shall be added to that month's rental obligation, to cover administrative and other costs incurred as a result of the late payment. This additional sum shall become automatically due and payable without any notice and failure to make payment of this additional amount shall be deemed a failure to pay rental. Nothing contained herein shall in any way effect the due date of the rental, nor shall it be deemed a waiver of any other rights the Lessor may have hereunder for the Tenant's failure to make timely payment of rent.

IV. RENEWAL:

This Lease shall be at the option of the Lessor, for additional one (1) year periods (or portion thereof for the last period under the Master Lease) until the expiration of the Master Lease, provided Tenant is at the time of renewal a member in good standing of the NOYES MUSEUM OF ART, and is not at the time of renewal in default of this Lease or in violation of any rule, regulation or bylaw of the NOYES MUSEUM OF ART.

- A. No later than 30 days prior to the commencement of the new Lease period, Tenant must give Lessor written notice of Tenant's intention to renew the Lease. Within 10 days following receipt of the Tenant's written notice, and in any event no later than 20 days prior to the commencement date of the new Lease period, Lessor shall notify Tenant if Lessor shall agree to renew the lease and grant an extended period of occupancy hereunder or if the Lease shall terminate at the end of the current Lease year. In the event Lessor has not received Tenant's written notice within the time period above, this Lease shall terminate on the last day of the current Lease year.
- B. In the event Tenant provides written notice of the intention to renew and Lessor exercises its option to renew this Lease, all terms of this Lease agreement, with the exception of the base rent and the current pro-rata share of dues shall continue in full force and effect.
- C. If Tenant decides to vacate the premises prior to the expiration of this Lease, and provides adequate notice of intention to vacate so as to permit Lessor to obtain a new tenant without any loss of rental or period of non-occupancy, Tenant shall be released from further liability hereunder, upon the execution of a new lease with the new tenant, Lessor shall provide Tenant with a written statement of the acceptable reletting of the premises. Nothing contained herein shall be construed as establishing any obligation upon Lessor to obtain a new tenant.
- D. In the event that a Tenant vacates the premises prior to the expiration of this Lease, or upon the non-renewal of this Lease, the Tenant shall be liable for removing all items of personal property and leaving the premises clean and undamaged. Any items of personal property left in the premises upon the termination of the term of the Lease, will be deemed abandoned by the Tenant and disposed of or sold by the Lessor without further notice to Tenant.

V. SECURITY DEPOSIT:

- A. The Lessor hereby acknowledges receipt of a security deposit in the sum of \$<<SecurityAmt>>, the equivalent of one month's rental payment to secure Tenant's performance of the terms of this lease. Date of deposit: <<SecurityDate>>.
- B. Lessor agrees to hold said security deposit (and any thereto) in account segregated from the regular operating accounts of the Lessor for the Tenant. The security deposit, or so much as is then available after deduction of all proper charges, shall be returned to Tenant no later than 60 days following termination of this Lease. In no event shall the Tenant receive interest on the security deposit held by Lessor.
- C. If more than one Artist has executed this Lease as Tenant, Lessor shall assess each individual Artist an equal portion of the security deposit. Damages to the leased premises will be the equal responsibility of all individual Artist as Tenant on the time the damages are noted.
- D. Lessor may use, apply or retain the whole or any pro-rata portion of the security deposit to the extent required for the payment of any rent and additional rent or other sum as to which the Tenant or individual Artist is in default or for any sum which the Lessor may expend or may be required to expend by reason of the Tenant's or individual Artist's default in respect of any of the terms of this Lease, including but not limited to, any damages or deficiency in the reletting of the leased property, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Lessor. Tenant may not assign or encumber the money security deposit, and the Lessor shall not be bound by any such assignment or encumbrance.
- E. In the event of any default in the terms and conditions of this Lease, which default results in the expenditure of the funds by the Lessor, but which does not result in the termination of the Lease, Lessor shall have the option of applying so much of the security deposit as is necessary to cover such expenditure. If all or a portion of the security deposit is so applied, individual Artist as Tenant shall, upon written demand, deposit with Lessor within 30 days of the date of such written demand sufficient funds to bring the security deposit to the sum of one month's current base rental. In the event Tenant shall fail to maintain the security deposit at the necessary amount, such failure shall constitute a ground of default.
- F. At the expiration of the term of this Lease, Tenant shall be required to pay the cost of rendering the leased premises ready for leasing to a new Tenant, reasonable wear and tear excepted. It is expressly agreed that Tenant shall not be required to bear the cost of repainting of the leased premises, unless such expenditure is required due to the Tenant's decoration of the leased premises which causes same to be unrentable without such repainting.

VI. USE OF PREMISES:

- A. Tenant shall use the premises solely as a working studio, in conformity with the NOYES MUSEUM OF ART's House Rules which documents are attached hereto and incorporated by reference herein. In the event of any modification or amendment to any of these documents, the Tenant agrees to abide by the House Rules, as modified or amended then in effect. Lessor shall provide Tenant with a copy of any new document following its revision and final adoption or approval.
- B. Tenant's use of the leased premises must be in conformity with all applicable public laws, ordinances and regulations, and in conformity with any rules established by the Town of Hammonton.
- C. Lessor covenants that Tenant, upon prompt payment of rent and other previously mentioned charges and upon the performance of all other covenants herein, shall and may peaceably and quietly have, hold and enjoy the leased premises for the terms heretofore mentioned.

VII. TENANT IMPROVEMENTS:

- A. After receiving written permission from Lessor, which permission shall not be unreasonably withheld, Tenant may improve all interiors of leased property to conform with the agreed uses, provided that all such improvements shall be in compliance with all applicable codes, ordinances and regulations.
- B. Neither the transfer of tenancy nor offers of joint tenancy in studio spaces may be made conditional upon payment for fixtures or equipment previously purchased by the current tenant or tenants.

VII. REPAIRS AND MAINTANENCE:

- A. Tenant shall be responsible for maintaining the leased property in good repair and in proper condition. Leased property shall include the studio side of all partition walls separating leased property from public areas and all additional tenant improvements. Tenant shall ensure that all repairs and maintenance performed by or on behalf of Tenant comply with all applicable codes and regulations, and that the Town and the Lessor's approval is obtained prior to the commencement of such work.
- B. The NOYES MUSEUM OF ART under the Master Lease, shall be responsible for repairing and maintaining the structure and all external walls, ceilings, mechanical equipment (including HVAC), the public areas and all interior portions of the building, excluding the leased property to the tops of all partitions and additional improvements on behalf of tenants such as exhaust duct connections, lighting or other heavy-duty electrical equipment and additional plumbing.
- C. Tenant shall annually take part in cleaning and painting the interior of the studio and the tasks of annual Clean-up Day.

IX. UTILITIES:

Except as otherwise provided by this Article, Lessor, through the Master Lease, shall provide heating and ventilation, lighting, electricity and water for the entire building, at its sole expense. Lessor, through the Master Lease, shall provide all utilities and amenities to the public area. Lessor may require, as a condition for granting permission to Tenant to install or operate special equipment such as kilns or welding equipment in leased space, that Tenant enter into a written agreement to reimburse the Lessor for the estimated or measured cost of utility services for such equipment.

X. LESSOR RIGHT OF ACCESS:

Lessor and its representatives may enter and inspect the leased property whenever such property is occupied and may otherwise enter, at reasonable times and upon reasonable notice, for the purpose of inspecting the leased property, or performing any work or maintenance necessary to the leased property of the areas beyond the top of the interior partitions. In the event of emergency, Lessor may enter without notice, solely to deal with such emergency.

XI. DEFAULT:

- A. In the event of default and termination of the Lease under this Article XI, Lessor may re-enter the premises for the purposes of taking possession of Tenant's personal property to be disposed of or sold for payment of rent owed. In addition, any items of personal property left in the premises upon the termination of the Lease, will be deemed abandoned by the Tenant and disposed of or sold by the Lessor without further notice to Tenant.
- B. Lessor may terminate this sublease in any of the following circumstances, each of which shall constitute an event of Default:
 - 1. If the studio space becomes vacant or deserted for a period of 30 days.
 - 2. If the Tenant or any Artist shall attempt to assign or sublet the premises in violation of the provisions of Article XIV herein.
 - 3. If the Tenant shall be in default in the payment of any basic rent or additional rent

and such default is not cured within ten (10) days after written notice thereof by Lessor.

4. If the Tenant or any Artist shall be in default in the performance of any covenant of this Lease (other than those listed above) and if such default is not cured within 30 days after written notice thereof given by the Lessor.
 5. The default of any individual Artist shall be deemed a default by the Tenant, and Lessor may take action with respect to the Tenant following such default by any Artist. In the event that one Artist has been declared in default and the lease has been terminated, a new lease will be reissued to the remaining Artist(s) that are in good standing.
 6. Any default, violation or noncompliance with the House Rules by Tenant.
- C. If Lessor elects to terminate the Lease as provided in sub-paragraph A above, then it shall send the Tenant notice of its intent to do so. Upon the expiration of five (5) days from date of notification, this Lease shall terminate as completely as if that were the date herein definitely fixed for the expiration of the term of this Lease, and the Tenant shall then surrender the leased premises to the Lessor. If this Lease shall so terminate, it shall be lawful for the Lessor at its option, without formal demand or notice of any kind, to reenter the leased premises by the unlawful detainer action or by any other means, including force, and to remove the Tenant there from without being liable for any damages therefore.
 - D. The Tenant shall remain liable for all his obligations under this Lease, despite the Lessor's reentry, and the Lessor may rerent or use the leased premises as agent for the Tenant if the Lessor so elects. The Tenant waives any legal requirement for notice of intention to reenter and any right of redemption.
 - E. Nothing in this Article shall be deemed to require the Lessor to give the Tenant any notice, other than such notice as may be required by statute prior to the commencement of an unlawful detainer action for non-payment of any basic rent or additional rent, it being intended that the five-day notice mentioned in Paragraph C above, is only for the purpose of creating a conditional limitation hereunder pursuant to which this Lease shall terminate.
 - F. If the Lease shall terminate as provided in this Article the Lessor shall have the right, at Lessor's election at any time, to recover from the Tenant the Lessor's expenses incurred in litigation, including reasonable attorney's fees (calculated without regard to the amount).
 - G. In the event Lessor incurs any expenses as a result of the Tenant's default hereunder, Lessor is hereby authorized to invade the security deposit to the extent of the Lessor's expenses (including reasonable attorney's fees) and in the event the security deposit is insufficient, to recover the balance from the Tenant by appropriate legal action.
 - H. No failure by the Lessor to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term or condition.
 - I. No term or condition of this Lease required to be performed by the Tenant, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the Lessor. No waiver of any breach shall affect or alter any term or condition in this Lease, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

XII. FIRE AND OTHER CASUALTY:

In the event of fire or other casualty to the building in which the leased property is located, if the damage is so extensive as to amount practically to the total destruction of the leased property or of such building, this Lease shall terminate and the rent shall be apportioned to the time of damaged. Subject to the rights of the NOYES MUSEUM OF ART under the lease in all other cases where the leased property is damaged by fire or other casualty, Lessor shall repair the damage with all due dispatch, and if the damage has rendered the leased property untenable, in whole or in part, there shall be an appointment of the rent until the damage has been repaired. However, if the damage is the fault of the Tenant, the Tenant shall either make the necessary repairs or reimburse the Lessor the cost of making such repairs.

XIII. LIABILITY:

Tenant shall agree to defend and to hold Lessor harmless and to indemnify Lessor against all claims, causes of action, demand or suits, and costs and expenses, resulting from Tenant's acts or omissions in conducting or causing to be conducted uses of the leased premises. Tenant shall secure and maintain general liability insurance for the leased premises, which shall provide liability coverage of One Million Dollars (\$1,000,000) per occurrence for personal injury and/or property damage. The Lessor shall be an additionally named insured in each such policy and the policy shall provide for giving the a forty-fir (45) day notice of cancellation or non-renewal or change in the insurance coverage's. Prior to occupancy of the leased premises, Tenant shall submit to Lessor evidence of said general liability insurance.

XIV. SUBLEASE:

Tenant shall be permitted to sublet said premises, subject to the prior written approval of Lessor, and in conformance with such rules and regulations as the Lessor may establish for this purpose.

- A. Any such sub lessee must have first met all qualification for admission into the NOYES MUSEUM OF ART, and must agree to use premises solely as a working studio and in conformity with the provisions of Paragraph VI. USE OF PREMISES, above and to be bound by all terms of this Lease agreement and by all the rules and regulations of the NOYES MUSEUM OF ART, including the House Rules.
- B. Tenant will remain personally liable for all obligations contained herein, and Lessor's acceptance of rental payments from sub lessee shall not be deemed a release of Tenant's obligations or a waiver of any rights, which Lessor may have against Tenant.
- C. With the exception of the right to sublet under the conditions stipulated above, Tenant shall not sublease, assign, transfer or otherwise dispose of this Lease.

XV. NOTICES:

Notices required hereby to be given to the Lessor shall be sent to the address designated below or delivered to the demised premises unless changed by written notices:

LESSOR: 733 Lily Lake Road, Oceanville, NJ 08231

The date of notification shall be the date on which either party delivered or sent a notice to the other party, at the locations designated above.

XVI. SUBORDINATE:

The Lease is subordinate to and subject to the provisions of the Master Lease.

XVII. ENTIRE AGREEMENT:

This Lease of seven pages contains the entire agreement between the parties and cannot be changed orally, but only by an agreement in writing signed by both parties. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision at this Lease shall be valid and be enforced to the fullest extent permitted by law.

XVIII. By signing this Lease, I hereby acknowledge my acceptance of, understanding of and pledge of compliance with the NOYES MUSEUM OF ART and House.

IN WITNESS WHEREOF, the parties have executed the Lease on the **<DATE>**.
Noyes Museum of Art (LESSOR)

By: _____
NOYES MUSEUM OF ART

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

Studio Insurance Information

Insurance Policy: <<PolicyNumber>> Company: <<Insurance>>
Expiration Date: <<PolicyExpDate>> Copy on file? Yes

Standard Studio Agreement¹ for Studio Number _____ Lease Year _____