



Studio/Workshop Space Agreement:

284 SW Marine Drive with Adam Kelliher and Rubble Rock and Gem Ltd.

My (landlord) responsibilities:

1. As manager of the space, I do my best to keep everything running smoothly. I maintain the communal tool area, stock the little things like soap and TP, provide Wi-Fi, and keep the aisles swept. Please, consider a space heater or a fan if you are working alone. Or, if you turn the thermostat up (maximum: 20°), please turn it down to 14° before you leave. Please be courteous of electrical use; learn what *vampire energy* is and take measures to not only reduce our bill – but reduce our eco-footprint too.
2. I provide for recycling of paper and containers, and garbage. There is a mini fridge for people to store their daily food in. But please do not leave food in for several days. If it looks rank, custodial service will throw it away.
3. While I manage the space and communal areas, help is always preferred. Sorry, but I won't manage your space, your business plans, etc. Whatever square footage you have, is yours to do with as you please: as long as the activities done within it are safe, art-related, and allowed in I2 zoning. If I see anything deemed unsafe or illegal, I will ask you to change your course of action.

Space is rented at \$3.65 per sq. foot, or as designated by me to include wall and aisle space. Rent will increase by at least the rate of inflation each year, or more, at my discretion. Written notice of such increase will be provided 3 months in advance.

Your (renter) responsibilities:

1. **Please pay rent before the 1st of each month.** Receipts are given out by mid month.
2. Late fees are \$30/ day. Late fees begin midnight of the 1st of each month, without exceptions. If this is of concern, set up an automatic e-transfer or provide me with postdated cheques. Or, re-evaluate your financial ability to take the space.
3. If your late fee exceeds \$200, your card/key fob will be canceled, and you will be locked out of the space until it is paid in full.
4. If for any reason, you haven't paid rent by the 15th of the month, the following will happen:
 - a. you will be evicted from the space.
 - b. your damage deposit will be forfeited.
 - c. your materials, supplies and furniture will be donated, dumped, or burnt in a wiccan bonfire as an

offering to the Gods of Art.

5. Mezzanine tenants may not create dust upstairs. If said tenants would like to work on projects that are likely to create airborne particulate, they must use the back communal area, or work outdoors.
6. If working alone in your space, consider just using your own studio lights or the lights for your section. No need to light up the whole building.
7. No communal-use tools may leave the premises.
8. You may provide and mount half-walls, curtains, or dividers. Please consult me before putting in a full divider wall.
9. It is OK to push your workbench out in the hall while you work, so long as it is on wheels and easily moved. You can put anything in the hall while you work, if it can be easily moved aside for any traffic. Please ensure when you are not present, that your belongings, supplies, and products are inside your space (i.e., no spillover into the aisle).
10. You may lock your private space, but you must supply Adam with a key or code for emergency entry.
11. Heavy use of water is not permitted upstairs. Clean up spilled water or any liquid quickly before it can stain the drywall below. If staining occurs, the repair costs will be deducted from your damage deposit. All tenants have the option of placing suitable flooring in their space to prevent such damage.
12. If you have a problem with another tenant, please address them directly first. If that proves unfruitful, then come to me. Although I manage the studio, it makes my life easier if everyone acts like adults.
13. You are welcome to host drop-in times in your workspace to teach a class/course. Before you do so, please post a schedule of when people are expected and arrange for your own liability insurance. Schedules must be posted physically on the communal board, and on the FB group chat.
14. Understand that you are fully entitled to get your own insurance while renting my space. I encourage you to get your own insurance, but do not immediately require it. Remember, if anything happens to you, your belongings, your ability to pay rent, etc.: I am not liable.

If you intend to do work that I deem dangerous or of a significant risk to persons or property, I reserve the right to require business insurance for you and/or your business, obtained at the renter's cost. I reserve the right to make this decision at any time during your tenancy.

15. Tenants must be pre-authorized to enter the storefront or use the downstairs restroom.

Our environment:

1. Everyone always has 24/7 access. You can come to hang out, not just work.
2. Let's try to not have multiple stereos competing. Play nice and try to appeal to most people's tastes. If there is tension in music preference, and or volume, please use headphones.
3. I am happy to allow you to have **friends** over to visit, but please don't allow them to meander in other people's spaces without being invited to do so by the space owner. You may bring **pets** in so long as all other tenants agree with it (holds true even if the tenant is not there when you are). The reasons for this rule can include dog hair on textile work, shaking wet fur on fine art prints, eating supplies, etc.)

4. The space is a drug-free zone. Prescribed medication is obviously okay, although please don't use machines when you're not fit. I want everyone to feel part of the space because it is a positive, inviting, safe, and healthy place to be. Therefore, recreational drug use of any kind is not allowed.
5. The kitchen on the mezzanine is meant for everyone's use. Bring whatever you'd like for it – no need to ask permission first (unless your gut tells you otherwise). Wash your dishes.
6. Pegboards, hooks etc. are all fine for the walls. If you're going to put an extreme load on any wall, please let me know first (see #1 under Safety & Security). I can help you make sure it is affixed properly.
7. Artwork may be hung in the communal areas of the studio anywhere there is space. If I am changing the space where an item of yours is hung, I may ask you to move the item elsewhere.

Safety & Security:

1. For obvious reasons, leave the power and water lines alone. Consult with me if you need additional power or other structural/ utility changes in your space.
2. Use safety glasses or any other PPE for your personal security and protection.
3. If there are any machines in the communal area you are unfamiliar with, seek guidance before you use them. Do not risk hurting yourself.
4. The aisles, by fire code, must be 36 inches wide from any fixed point. If you put hooks or shelves on your outer wall, make sure they are 36 inches from anything else.
5. While I do my best to uphold the space in a positive way, I do suggest locking up your valuables. You may also install your own security camera(s). Protect yourself and your belongings in the space in a mature way.
6. Adam may enter a private art studio space by providing 24 hours of notice, or immediately upon verbal consent. No tenant may enter another's private spaces without invitation. I can provide notice by phone call, email or a written note left in your space—whether you respond or not.
7. Please be very aware of fire hazards:
 - a. Use lights that do not create heat (e.g., LEDs, not halogens).
 - b. If you bring in and use a space heater, it must have a safety tilt feature.
 - c. Don't leave flammable materials around or where they could meet an ignition source.
 - d. If the studio fails a fire inspection because of your actions (or lack thereof), you must pay the \$500 fine.
8. Use the ventilation system when necessary.
9. Whenever you are working in the space, do not leave the shop's back doors open and unattended. I'd rather not let passers-by see the tools or be able to take them! If you are working back there, it is okay to have the door open. If you are away from the door, shut it or draw and lock the security gate.
10. Also, at night, please do not open the door any wider or more often than necessary. Prying eyes!

11. If you lose a key card/fob – please let me know **immediately** and I will deactivate it. Replacements cost \$20 each.
12. Do not lend your key card/fob to another person, ever. Any visitors and guests who come to the studio can only be there if you are present.
13. 1 free parking pass will be provided per tenant. Additional passes are \$25/ month.
14. The management fee for reducing space or amending the lease in any way is a one-time fee of \$50.
15. The outside loading dock is to be left clean every night. Failure to do so will result in a \$20 fine.
16. If the custodian is having to clean up after you significantly more than others, in a clearly noticeable way, you will be charged for the custodial time to do so, billed at \$35/hour. You will be given warning prior to being charged, as the concept here is to nip the habit in the bud of leaving your items everywhere in the communal areas.

Renting and Termination:

1. Every tenant undergoes a 3-month “trial period.” Within these 3 months, if the fit isn't right, I reserve the right to ask you to leave. After the trial period, it will take a severe incident as described next, or 3 written notices to be evicted.
2. I reserve the right to ask you to leave the space permanently with just cause. Some examples include (but are not limited to):
 - a. causing an issue with other tenants by doing something inexcusable
 - b. causing severe damage to the space
 - c. continually being late with rent
 - d. Failure to maintain a safe work environment (ie. Hoarder, fire hazards, etc)
 - e. posing serious issues or conflicts in the space, etc.
3. If you are asked to leave but we are still on good terms, you will be given 30 days to vacate and clean your space, after which time your damage deposit will be returned.
 - a. If you are asked to leave under a cloud, you will be given 10 days to vacate and clean your space, after which time your damage deposit will be returned.
4. Each tenant must pay a monthly amenities, management, convenience, and utilities fee to cover a portion of the costs of heating, toiletries, electricity, laundry (towels), cleaning services, garbage disposal, Wi-Fi, missing and or broken communal tools, etc.) This fee is subject to change on the 1st of January every year to reflect the current rates.
5. You are welcome to sublet/share your space with another person as pre-approved (by me): I must meet them first. If they are just there to work in your space for the day, that is okay. But no key cards/fobs are issued without my vetting the potential subletter's character. For a key fob/ card to be issued, an additional copy of the lease must be signed. Damage deposit becomes the ownership of all parties involved and will only be returned by me to the final person vacating that space. That is: No additional damage deposit is due, but if the initial tenant moves out, it is between the two tenants to reimburse each other for the damage deposit amount, and the sub-letting tenant (presuming they vacate the space last) is who I reimburse.



- 6. A space’s capacity is 1 person per 75 square feet (ft²). That means 2 people can share 150 ft². 1 person can gallivant in 500 ft². But 3 people can not share 150 ft². Any additional tenants to go above and beyond said limit are \$60 a month each, to cover general management and maintenance.
- 4. For the first 6 months of the lease, you are committed. After that, renting is on a month-to month basis. If you leave within the first 6 months without a solid excuse, you forfeit your damage deposit. This is to cover all the time it takes me to advertise, interview you, settle you in, etc. I don't want to be finding tenants over and over.
- 5. To reclaim your damage deposit, you must give me 30 clear days’ notice of your intent to leave. Damage deposit may not be applied as final month’s rent. Damage deposit will be returned within 15 days of rental termination date via e-transfer- provided the space is cleaned cleared and ready for the next tenant. Any additional work required by me to bridge that gap will be deducted from your deposit. Please provide the email in your written rental termination letter. Damage deposit is subject to return only once the space is emptied, cleaned, and the keys and parking pass have been returned. Failure to do so will result in the withholding of one’s deposit. If the space is not left in adequate condition for the next tenant, it will be cleaned at \$100/ hr and the final amount of the damage deposit is reduced by these costs.
- 6. This term is for 6 months, in the event the 6 month term is not completed in full by the tenant, the landlord reserves the right to withhold the damage deposit in full to cover the remaining months on the contract. After 6 months, the lease becomes month to month, meaning whenever the tenant chooses to leave, they are entitled to their deposit. They are also free to stay as long as they would like.

Total area rented: _____ ft².

Total price due by 1st of each month: \$ _____

Damage deposit amount: (one month’s full rent): \$ _____ Dated: _____

Please note my preferred methods of payment:

- eTransfer to: admin@rubblerockandgem.com
- Cash
- Cheque (made payable to Rubble Rock and Gem Ltd.)

In conclusion, I’m asking that you be mature and respectful in the space. It is an art studio area, but a professional one too. PLEASE HAVE FUN. PLEASE FEEL AT EASE. Let’s be a community, but just be smart about things. That’s all I ask. Accidents happen. We all learn new things as we come and go, so just enter the space with the best intentions and your head on your shoulders.

Intended Use of Space: _____



ART STUDIOS

Acknowledged:

Signed: _____ Dated: _____
Proprietor, Rubble Rock and Gem Ltd.

Acknowledged by:

(Print lessee's name): _____

Signed: _____ Dated: _____