

LICENCE AGREEMENT

FOR A STUDIO OR REHEARSAL SPACE AT ST KILDA BOWLING CLUB

THIS LICENCE AGREEMENT is made on the **15th day of March 2009**

BETWEEN Port Phillip City Council ('the Licensor'), corner Carlisle Street and Brighton Road, St Kilda of the one part as Licensor.

AND THE LICENSEE whose name or organisation's name and description are set out in Part 2 of Schedule 1 ('the Licensee') of the other part concerning occupancy of artist studio space outlined in Part 3 of Schedule 1 ('the premises').

WITNESSES that in consideration of the licence fee reserved and subject to the provisions contained in this Agreement the Council licences to the artist the space set out in part 3 of Schedule 1 ('the premises') for the permitted use set out in Part 8 of Schedule 1 and the right to use any common areas to be held by the artist for the term set out in part 4 of Schedule 1 ('the term') from the date set out in part 5 of Schedule 1 ('the commencement date') at the licence fee set out in Part 6 of Schedule 1 ('the licence fee').

A. THE ARTIST COVENANTS WITH THE COUNCIL AS FOLLOWS:

1. To pay the licence fee on the days and in the manner set out in Part 7 of Schedule 1 to the Council or as the Council may otherwise from time to time direct.
2. Not to do or permit to be done any of the following :-
 - (a) the carrying on in or upon the space of any trade, business, occupation or activity other than that agreed upon from discussion with the studio coordinator;
 - (b) any act or thing whereby any policy of insurance effected by the Council in respect of the premises may become void, voidable, unenforceable or otherwise prejudicially affected;
 - (c) the use of the space for sleeping accommodation;
 - (d) any defacing or structural alteration or additions to the space or the premises, unless discussed and agreed upon with the studio coordinator;
 - (e) any act of illegal, improper or immoral nature or anything which is likely to bring the reputation of the Council into disrepute or in any way to interfere with the quiet enjoyment of adjoining owners or occupiers, subject always to the use of the space as provided in Clause 2(a);
 - (f) any act whereby the space or the common areas may become obstructed or untidy or used for any purpose other than for the purpose for which they are designed.

3. The artist is required to give a minimum period of notice of 30 days in advance. Upon quitting the premises or the termination of this Agreement, the artist is required to leave walls, floor and any fittings or fixtures in reasonable condition and to remove all personal belongings and rubbish from the studio.
4. To report any damage to the interior or exterior of the building made by the Licensee themselves or by other hirers and noticed by the licensee, to the St Kilda Bowling Club Coordinator immediately (in person, by telephone, or in writing).
5. To permit an officer of the Council or a person authorised by an officer of the Council to enter the space to view and examine the condition of the space or carry out repairs to the space.
6. To observe and comply with the provisions and requirements of all Acts, Regulations, By-Laws and the Council's conditions and rules of occupancy as outlined in Schedule 3, so far as they relate to the space or the use thereof.
7. To attend at the space regularly throughout the term, except during periods of illness or reasonable holidays, and to use the space regularly and consistently throughout the term as an artists' studio/arts office and not to sublet or provide free the space to any other individual.
8. To pay the Council's legal costs and expenses incurred in consequence of any damage caused, default or breach by the artist under this Licence Agreement.
9. To reimburse the Council for the amount of the excess paid under the Council's insurance policy should the Licensee cause damage to any part of the building or contents at Cnr Spenser St & Shakespeare Gve, St Kilda, which necessitates a claim on the Council's insurance policy.
10. To indemnify the council and hold it harmless against any claims, or liability for damage, loss or injury, which may occur in the space through the studio public liability policy.
11. To move to another room at "St Kilda Bowling Club" within 7 days if requested to do so in writing by the St Kilda Bowling Club Coordinator. (An adjustment in licence fee may be applicable depending on the alternative room's size).

B. THE COUNCIL COVENANTS WITH THE ARTIST AS FOLLOWS:

13. To permit the artist to peaceably hold and enjoy a room at St Kilda Bowling Club during the term or such shorter period as is provided for in Clause 22 so long as the artist pays the Licence Fee reserved and performs the obligations imposed under this Agreement.
14. To permit the artist to use in common with the Council and any other person permitted by the Council the common areas (toilets).

15. To pay all rates, taxes, administration costs, toilet and common area cleaning costs, charges and outgoings in respect of the premises.
16. To provide toilet facilities within the premises or the common areas, for the use of the artist as may be required by law.
17. To insure the building and the Council's contents at Spenser Street, St Kilda (ie: does not include the licensees or public liability insurance).

C. THE ARTIST AND THE COUNCIL COVENANT WITH EACH OTHER AS FOLLOWS:

19. If the premises are destroyed or damaged by any cause whatsoever so as to render the space or the common areas unfit for occupation and use by the artist either party may by written notice to the other elect to put an end to this Licence Agreement and the term without right or claim by either party other than in respect of any prior rights but if neither party so elects or if the space is only partially damaged the licence fee or a fair and just proportion thereof according to the nature and extent of damage sustained shall abate until the space has been reinstated by the Council and if the Council does not commence to reinstate the space within 1 month or does not proceed to complete the same as expeditiously as possible the artist may by written notice to the Council, elect to put an end to this Licence Agreement and the term.
20. If the artist fails to pay any licence fee for 14 days after the due date this Licence Agreement shall be immediately determined at the Council's discretion. Repeated failure of payment on due dates will result in eviction of the tenant.
21. If the artist commits a breach of any obligation hereunder and the Council serves on the artist a written notice specifying the breach and requiring the artist to remedy it and the artist fails within 14 days to remedy the breach the Council may re-enter upon the space and this Licence Agreement and the term will come to an end.
22. As this is a Licence Agreement, there is no right of subletting or assigning. Should the Licensee wish to terminate this Licence Agreement prior to the expiry date, it shall be at the Council's absolute discretion whether or not to determine the Licence Agreement, and if so, from what date. The artist may apply to share a studio, and this will be at the discretion of the Studio Committee.
23. Any notice or demand required to be given hereunder shall be sufficiently served on the Council if left at or sent by post addressed to the Manager, Recreation Arts and Events at; City Of Port Phillip, Private Bag 3, St Kilda Post Office, St Kilda 3182; or their authorised representative, (ie: the St Kilda Bowling Club Studios Coordinator) and shall be sufficiently served on the artists if served personally or if left addressed to the artist within the space or forwarded to the artist by pre-paid post to the address of the artist appearing herein.

24. In this Licence Agreement unless inconsistent with the content subject matter or circumstances the Council includes its successors and permitted assigns, the 'space' includes any part thereof and the 'common areas' means the usual areas of access to the premises and any area provided by the Council for use within the premises including any common lobbies, corridors, passages, stairways, landings, toilets, washrooms and tea rooms.
25. The further provisions (if any) set out in Schedule 1 together with Schedules 2 and 3 form part of this Licence Agreement and accordingly bind and benefit the parties in all respects.
26. Should any dispute arise concerning any matter referred to in this Licence Agreement, and the matter cannot be resolved between the St Kilda Bowling Club Co-ordinator and the artist, the dispute will be referred to the Council's Manager, Culture and Recreation, City of Port Phillip for consideration. Except in matters of law, where both parties have their normal legal rights, the decision of the Manager, Culture and Recreation, City of Port Phillip shall be final and binding on both parties.

IN WITNESS WHEREOF the parties hereto have executed this Licence on the 15th day of March, 2009.

.....
 Geoff Oulton
 Executive Director
 Community Development and Planning

Under delegation on behalf of the City of Port Phillip

SIGNED by **THE ARTIST** or).....

ON BEHALF OF THE ARTIST)

in the presence of:).....

Witness

SCHEDULE 1

- 1. LICENSOR:** Port Phillip City Council
Cnr Brighton Road and Carlisle Street
ST KILDA VIC 3182
- LICENSEE:**
- 3. PREMISES:** A space at the St Kilda Bowling Club
Cnr. Spenser St & Shakespeare Gve.
ST KILDA VIC 3182
- 4. TERM:** One calendar month
- 5. COMMENCEMENT DATE:**
- 6. LICENCE FEE:** \$ per calendar month plus \$GST, (Total:\$) in
advance. Due on the 28th day of each month
- 7. MANNER OF PAYMENT:** By cash or cheque made to City of Port Phillip.
In person at any Town Hall Cashier, via
internet banking or at any Australia Post Office
- 8. PERMITTED USE:** artist studio
- 9. SECURITY DEPOSIT:** \$
(equivalent to one months rent in advance)
plus KEY BOND: \$50.00
- Trust acc. no:
Debtor acc.no:

SCHEDULE 2

ARTISTS PAYBACK SCHEME

The artist must carry out any activities or workshops agreed to in initial negotiations, as part of the Artist's Payback Scheme. Failure to comply with the agreement may result in being charged the full rental for the period of the occupancy initially agreed to by the Licensee.

The artist's payback scheme may be initiated as part of a lease agreement. It involves a lowered rental rate for artists in exchange for the artists providing skills or workshops to the community at no charge

SCHEDULE 3

CONDITIONS AND RULES OF OCCUPANCY

FIRE PRECAUTIONS

1. Licensees are responsible for the observance of fire precautions. Licensees must familiarise themselves with fire exits and location of extinguishers.
2. No cooking appliances are allowed in the studio space, nor may any cooking be undertaken except in designated common areas.
3. Electric heaters may be used but only electric oil or air blow variety. Bar heater or kerosene heaters **may not** be used.
4. Smoking is not permitted in the building.
5. Any highly inflammable materials must be used with great care and disposed of properly. No more than 2 litres of a flammable liquid should be stored at the studio at any one time. Explosive or hazardous substances or acids may not be used without agreement or previous discussion with the St Kilda Bowling Club Coordinator.

USE OF ROOM

6. Events or situations which require above average use of power must be agreed to in writing by the St Kilda Bowling Club Studios Co-Ordinator, eg flood lights.
7. The Council is not responsible for injury to person using the room except when such injury is a result of the Council's own negligence.
8. The room shall not be used by people other than the Licensee, unless previously negotiated by the St Kilda Bowling Club Coordinator with the agreement of the Studio Committee.

9. Licensees are totally responsible for deliveries of their own goods to and from the studio.
10. The office telephones are not available for Licensee's use.
11. Noise levels must be tolerable for other licensees and the public, etc.
12. Hallways, verandahs and outside recreation space must be kept clear at all times.
13. The artist(s) shall not paint or deface the main structural walls or floor in any way.
14. Lights and heaters should not be left on unnecessarily. It is the responsibility of each individual that everything is turned off and locked when she/he leaves the building.
15. Studio artists who require project assistance and access for project participants should apply for permission to the Studio Co-ordinator and Studio Committee.

SECURITY

16. Licensees are responsible for the studio and its security. Licensee's personal belongings and equipment are not covered by Council's insurance policy. Entry gates and the studio doors should be locked at dusk.
17. Licensees have keys to the room, the outside toilet block, and to the front gate of the St Kilda Bowling Club. These doors must not be left open, when not in use.
18. It is forbidden to change locks, copy or lend keys. Keys must be returned at the end of the licence. A key bond of \$50.00 is payable at the commencement of the lease and refundable when keys are returned. A charge of \$50.00 will be incurred for any key replacement.

CLEANLINESS

19. Licensees must dispose of their own rubbish. Domestic rubbish in small quantities may be disposed of in the site bins, larger quantities of waste, or any hazardous substances must be removed from the site at the artist's expense or by contacting Council's Waste Management Service.
20. Foodstuffs likely to cause odour or to attract vermin must be disposed of thoughtfully.
21. Respect must be shown towards maintaining the cleanliness of the communal areas.

MEETINGS

22. Artists are expected to attend regular (monthly) studio meetings concerning the studio issues and site activities.

MISCELLANEOUS

23. Licensees are required to be familiar with the conditions and rules of occupancy. A breach of one of these rules will be sufficient to cause the determination of the licence agreement. The St Kilda Bowling Club Coordinator may from time to time alter existing or prepare additional rules of occupancy if, in their opinion, it is necessary.

THE LICENCE AGREEMENT

“TIER SYSTEM”

A) COMMERCIAL

This is a lease where low rental is charged, depending on the size of the space required. Projects or artists who are earning wages or making financial profit from their work will be included in this category.

B) NON COMMERCIAL

This lease will cover projects or artists who are not being paid or making a profit from their work. A lowered rental rate may be negotiated, or an “*Artist Payback Scheme*” initiated where the artist(s) provide skills or workshops in exchange for studio space. (Please note that those with a commercial lease may also be able to take part in an “*Artist Payback Scheme*” if they require to).

C) COMMUNITY PROJECT

This lease will cover community projects that are non-profit making or are seen to benefit the community artistically.