

License Agreement: Chashama's 1 Brooklyn Bridge Park Venue

Agreement dated 2/18/20, between Chashama, Inc. (Licensor) located at 675 Third Ave, Suite 32-25, NYC 10017 and William Wiebe (Licensee) located at 363 Saint Marks Ave #4, Brooklyn 11238 (Licensee's Home Address) regarding a **presentation titled "Immovable Properties"** (Show) at Chashama's Space to Present at 1 Brooklyn Bridge Park – 360 Furman Street, Commercial Unit C, also known as 141 Bridge Park Drive, Brooklyn, NY 11201 (Licensed Area).

1. TERM OF AGREEMENT.

The term of this Agreement will commence **after site orientation** or on 3/5/20 **at 5pm**, whichever is sooner, and will terminate on 4/6/20 **at 11:59pm**.

2. DEPOSIT.

Upon signing this Agreement, Licensee agrees to pay Licensor a deposit of **\$200**, which shall be returned to the Licensee at the termination of this Agreement, and completion of sections 4b., 11c., 11e., and 17, or held against damages due to Licensor as detailed in sections 10g., 11d., 14c., 15d. and 18.

3. TERMINATION OF AGREEMENT.

This Agreement may be terminated at any time with one (1) week's notice from either party, or within twenty-four (24) hours should the Licensee be in breach of this Agreement.

4. KEYS AND SECURITY. # 2 of keys requested.

- a) Licensor will provide one (1) set of keys to Licensed Area to Licensee. Licensee will not make copies of keys or give keys to others.
- b) Keys must be returned to Licensor within one (1) business day of the completion of the term or upon the early termination of this Agreement early as outlined above.
- c) Additional keys may be checked-out with additional key deposits of \$75 each.
- d) **When locking Licensed Area, please double-check that the door is locked by testing the door.**
- e) Access is limited as follows:
 - a. Licensee and Show Participants may access Licensed Area 24 hours a day.
 - b. Public access is allowed during public open hours only, as outlined in section 10.
 - c. No loud sounds, including but not limited to tools and amplified music, after 9pm. No Exceptions.

5. CONSIDERATION.

- a) **Licensor takes no commission from sales made in Licensed Area. However, donations are greatly appreciated, and provide direct support for Licensor's ongoing programs.**
- b) Licensee agrees to allow a representative of Licensor to give a brief speech to attendees at all events held in Licensed Area.
- c) It is recommended that each participant receive a copy of this Agreement and read it in its entirety. If rules set forth in this Agreement are breached by participants or members of the public, Licensee assumes all responsibility and repercussions.

6. NON-EXCLUSIVE LICENSE.

- a) **Licensee understands that Licensed Area is not exclusive to Show and may be open to the public under certain circumstances. Licensor will make best efforts to give Licensee advanced notice of such occasions.**
- b) Licensor, owner of Licensed Area (Property Owner), Property Owner's real estate broker, and their guests may enter Licensed Area at any time, without notice.

7. WIFI.

This space does not have WiFi available.

8. CONTENT OF EXHIBIT.

All works in Show that are visible from the street must be "family friendly." Licensee shall be aware that the Licensor has the right to deny showing of any work deemed inappropriate at Licensor's full discretion.

9. PUBLICITY AND SIGNAGE.

- a) Licenser provides logos, templates, and suggested language for Licensee's use at **www.chashama.org/templates.**
- b) Licensee must credit Chashama, with the Chashama logo and "www.chashama.org" in all press and publicity materials including but not limited to postcards, posters, paid advertisements, listings and other promotional materials.
- c) **Licensee shall use @chashama and #chashama when posting to Instagram, Twitter or Facebook about Show.**
- d) Licensee must have all publicity materials and signage approved by Licenser prior to release or posting in Licensed Area, including but not limited to: press releases, listings, postcards, emails, invitations, show information. Materials may be submitted to programs@chashama.org for approval, and best effort will be made to respond within two (2) business days.
- e) Licenser requests that Licensee create a short preview video describing Show. Please send the video via **dropbox.com** to programs@chashama.org. This video is NOT required, but can assist us with our publicity.
- f) Licensee will provide Licenser with copies of press articles, postcards and all other paper materials generated for Show.
- g) Licenser shall retain the right to photograph and use images of work in Show in Licenser's press, promotional and archive material.
- h) Signage may only be installed **in the areas designated by Licenser.** No signage may be placed on the street or sidewalk, nor attached to the outside of the Licensed Area. Signage may be attached to the inside of the door, even though it would appear on the outside when the door is open.

ChaShaMa**10. OPEN HOURS, GALLERY SITTERS AND PUBLIC RECEPTIONS.**

- a) **Licensee must keep Licensed Area open to the public at least 30 hours per week April – November, and 15 hours per week December - March.**
- b) **Public open hours may be between 9am and 10pm only, except with written permission from Licenser and Property Owner.**
- c) Licensee must have events approved in writing by the Programs Department.
- d) If Licensee wishes the door to remain unlocked so that audience may enter the space, Licensee or Licensee's gallery sitter must be present in the space at all times.
- e) **When leaving the Licensed Area at the end of the day, please leave the lights ON, and make sure door is locked.**
- f) Licensee understands that gallery sitters, if required, must be hired at Licensee's expense and under conditions agreeable to Licenser.
 - i. It is Licensee's responsibility to inform all gallery sitters of the rules and regulations of this Agreement. **NOTE: All gallery sitters must be 18 years of age or older.**
 - ii. All persons who may be given keys to Licensed Area must be registered with Licenser.
 - iii. Licensee is responsible for the actions of all gallery sitters, guests and other visitors to Licensed Area during the term of this Agreement.
- g) If a provision of this Agreement is breached by a gallery sitter, guest or visitor, Licensee will be held accountable, and may lose all or part of the deposit.
- h) There is no public restroom. Restroom is open to Licensee and Assistants only.

11. LOAD-IN/LOAD-OUT.

- a) Licensee is responsible for the technical aspects of load-in of Show, including but not limited to: transporting artwork to and from Licensed Area, installing artwork, adjusting lighting, painting walls, supplying materials, and arranging for tools.
- b) Licensee must be **loaded out completely by 11:59pm on the end date of this Agreement**, and will make Licenser aware of the load-out schedule at least one (1) week in advance or as detailed in SCHEDULE A.
- c) Licensee is completely responsible for the removal of equipment as well as restoration of the Licensed Area to the condition in which Licensee received it. Licenser will conduct a walk-through of Licensed Area before the deposit will be returned. Licensee does not need to be present for walk-through.
- d) If any property is left in the Licensed Area after the load out date, the property immediately becomes the property of Licenser, and may be disposed of at the sole cost of Licensee.
- e) If Licensee fails to be loaded out completely by 11:59pm on the end date of this Agreement, Licensee forfeits the security deposit.

12. MODIFICATIONS TO SPACE AND RESTORATION.

- a) **Tools may only be used in the Licensed Area between 9am and 5:30pm (10am on weekends).**
- b) When installing artwork:
 - i. Do not drill holes into the ceiling or floor.
 - ii. Do not drill holes in walls that are larger than 3/8". Holes larger than 3/8" will be considered damage, and Licensee will be billed for repair.
 - iii. Do not hang artwork from ceiling, nor any sprinkler pipe, electrical conduit, or other structure attached to the ceiling unless express permission has been given for the use of that structure.
 - iv. It is recommended that OOK hooks or small nails are used to hang artwork from the sheetrock walls to minimize damage.
 - v. **Individual art pieces in excess of 40lbs, save for free-standing objects, must have their installation plan approved by Chashama's Operations team.**
- c) Any and all construction in Licensed Area must be approved by Licensor. All costs associated with construction are the responsibility of the Licensee.
- d) Licensor is unable to provide tools or materials for any modifications to Licensed Area.
- e) Licensor provides materials for Licensee's turnover of the Licensed Area at the end of their Show, including spackle and wall paint.
- f) It is Licensee's responsibility to check the condition of turnover materials at the beginning of their residency and alert the Programs Department if supplies are missing or low.
- g) Licensee must spackle over holes made in walls of Licensed Area, then smooth by sanding (if necessary) and paint over the spackle after it is dry using materials supplied by Licensor.
- h) When painting:
 - i. Licensee may use flat, water-based paint only to paint the walls of Licensed Area. Plaster, oil-based, textured and gloss paints are prohibited.
 - ii. Licensee must tape off unpainted surfaces, edges, baseboards and fixtures, and use provided drop cloth to protect floors.
 - iii. If Licensee paints any area of the walls of Licensed Area greater than 144 square inches:
 - a. Licensee is required to purchase water-based primer at own expense.
 - b. For restoration, Licensee must sand down edges of painted area, paint no less than two coats of primer over painted area and allow to dry, before using Licensor-provided wall paint for the final coat.
 - iv. If Licensee uses an excess of Licensor-provided wall paint for restoration (more than would be typically used to touch up the Licensed Area), Licensor has the right to withhold a portion of Licensee's deposit.
- i) Licensee may not use marker or ink on walls, floors, windows or any surface of the Licensed Area.
- j) Licensee may not blank, darken, paint, color, cover up or obscure any external window of Licensed Area without approval by Licensor.
- k) If Licensee adds additional lighting, Licensor requests that all light bulbs are LEDs.
- l) **Licensee must keep the Licensed Area neat and clean at all times. At the end of each installation or de-installation day, all equipment and materials must be put away.**

13. HAZARDOUS MATERIALS AND OPEN FLAME.

- a) Licensee may not use any hazardous or flammable materials in Licensed Area.
- b) Licensee may at no time use open flame, fire, nor produce smoke in Licensed Area.

14. 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 Licensed Area immediately.
- c) Licensee shall be liable for the replacement or repair of any Licensor property, including walls, floors, ceilings, and other structures, as well as lighting, sound and other technical equipment that is broken or damaged by Licensee or Licensee's guests.

14. DAMAGE TO LICENSED AREA. (continued)

- d) It is up to the sole discretion of the Licensors to determine whether any perceived improvements made to Licensed Area by Licensee, including constructions, will be allowed to remain in the Licensed Area at the expiration of Licensee's term.**

15. TRASH

- a) There is no regular trash pickup serving the Licensed Area.**
- b) Licensors provide black trash bags and clear recycling bags for Licensee's use. Trash and recyclables must be sorted into appropriate bags.
- c) Licensee must dispose of and bring all trash out of the Licensed Area. Trash is not to be left on the curb or sidewalk except when Licensee is instructed to do so by Licensors.
- i. Non-perishable trash may be collected in black trash bags and stored in a concealed location in the Licensed Area until Licensee is either able to remove them, or wishes to schedule a Trash Pickup (section 15d).
 - ii. No perishable trash may be stored in the Licensed Area overnight. Licensee is responsible for removing all perishable trash from the Licensed Area at the end of each day, including after receptions and other events.**
- d) Scheduling a Trash Pickup:
- i. Contact Facilities Team at facilities@chashama.org for instructions at least 3 business days in advance.
 - ii. Trash pickup will incur fees.

16. INDEMNIFICATION.

- a) Licensee agrees, to the fullest extent permitted by law, to indemnify and hold harmless RAL Companies, Vanke US and Oliver's Realty Group (referred to collectively hereafter as the "Landlord") and the Licensors 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 therefrom, and damage to property arising out of the performance, or lack of performance by Licensee, their employees, agents or assigns. Licensee shall, at its own expense, defend any and all actions at law brought against Landlord or Licensors based thereon and shall pay all attorney's fees and all other expenses and promptly discharge any judgments arising therefrom.
- b) Licensee agrees to indemnify and hold harmless Landlord and Licensors 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 Licensors from any damage, loss, claim, expense, liability or fine incurred or arising by reason of Licensee's breach of this Agreement and for any loss of funds due to such acts.
- c) In the event that Landlord or Licensors is made a party to any litigation commenced by or against Licensee, or arising from the acts and omissions of Licensee, then Licensee shall indemnify, defend, and hold Licensors and Landlord harmless therefrom 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 Licensors was solely negligent or breached their responsibilities hereunder. The indemnity contained herein shall survive the termination of this Agreement.

17. POST-SHOW REPORTING.

Upon completion of Show, Licensee must provide Licensor a completed Final Report Form.

Fill out the Final Report here (link will also be provided by email):

<https://www.surveymonkey.com/r/VT2LPPZ>

18. ADDITIONAL RULES AND REGULATIONS.

Licensee agrees to comply with the following rules and regulations:

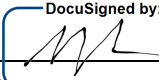
- Licensee must get approval from Licensor to utilize the services of vendors, such as food and beverage vendors, in the Licensed Area.
- Licensee may not smoke in the Licensed Area or the building to which it is a part, nor allow guests or visitors to the Licensed Area to smoke in the Licensed Area. This includes smoking from, or out of, a window or door. *
- Licensee may not sleep in the Licensed Area. *
- Licensee will not use anything in the Licensed Area that does not belong to the Licensee. *
- Licensee may not rewire or disconnect any part of the lighting.
- Licensee may not use any percussive instruments or play loud music that may be audible outside of the Licensed Area.
- Licensee must not lock interior entrance/exit door(s) from the inside if there is public inside.
- Licensee may not touch heating units or thermostat without the expressed permission of the Licensor.
- Licensee may not obstruct doorways or hallways.
- Licensee may not cover any windows or install any signage on exterior of Licensed Area.
- Licensee must leave all entrance doors locked when Licensed Area is not in use.
- Licensee may not obstruct any exit sign's illumination.

* A single incident in which Licensee is found to be violating this term of the Agreement will result in immediate termination of this Agreement and cancellation of the Show.

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By signing below, both parties agree that they have read 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.

DocuSigned by:

 Signature: _____
 B77F7DEB91F44D3...
 William Wiebe
 Print Name: _____
 Licensee
 2/18/2020
 Date

Signature: _____

 for Chashama
 Licensor

 Date

Address: 363 Saint Marks Ave #4, Brooklyn 11238

Phone number(s): 415.336.4800

Twitter address: _____ Instagram: _____

Facebook: _____ Other social media: _____

Email: williamcwiebe@gmail.com

Website: _____

In the event of an emergency, Licensor should contact (Licensee's Emergency Contact)

name: Richard Wiebe

phone: 415.505.8793

relation to Licensee: Father

IN CASE OF EMERGENCY • email: urgent@chashama.org • 212-391-8151

If there is no answer, please contact one of the following parties (if no answer, leave a message and call another):

Emily Kohl-Mattingley – Operations Director	x45	emily@chashama.org	929-249-2526 *
Edwin Smalling – Operations	x29	edwin@chashama.org	
Hazel Santino – Programs, Space to Present	x27	hazel@chashama.org	707-726-2221 *
Rachel Cohen – Programs Manager	x31	rachel@chashama.org	917-410-0897 *
Anita Durst – Artistic Director	x21	anita@chashama.org	917-723-8608 *

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SCHEDULE A

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Load-in:

Date(s) 5 March 2020
6 March 2020

Time(s) 8pm-10pm
10am-10pm

Load-out:

Date(s) 6 April 2020

Time(s) 10am-10pm

Please list the **names**, **home address**, and **phone numbers** or **email addresses** of anyone participating in or assisting with the Show: (e.g. collaborating artists, load-in/out help, gallery sitters, reception staff, etc.)

Place a * by those people you might lend your key to:

Additional Artists:

Additional Assistants:

Measurement View



 Window
 Pillar/Beam