



## *Studio Lease Agreement*

This Studio Lease Agreement (“Lease”) is made and effective \_\_\_\_\_ (“Effective Date”), by and between Englewood Properties, LLC (“Landlord”) and \_\_\_\_\_ (“Tenant”) with an address of \_\_\_\_\_. Landlord is the owner of the building and land with an address of 10922 E. Winner Road, Independence, Missouri, 64052 (the “Building”) in which the Art Gallery (the “Gallery”) and studios are located on the 1<sup>st</sup> floor. Landlord makes available for lease Studio \_\_\_\_\_ within the Building premises (the “Studio”) together with the right of ingress and egress and the non-exclusive use of the 1<sup>st</sup> floor common areas.

### **1. Term.**

Landlord hereby leases the Studio to Tenant for an “Initial Term” of 3 months beginning \_\_\_\_\_ and ending \_\_\_\_\_ which shall continue thereafter on 3 month term renewal basis (“Renewal Term”) unless either party gives the other 30 days advance written notice to terminate said Lease. Should Tenant hold over beyond the termination date or fail to vacate with all its possessions on or before the termination date then Tenant shall be responsible for additional rent at the rate herein for another 3 month Renewal Term.

### **2. Rental.**

2.1 Studio Rent. Tenant shall pay to Landlord during the Initial Term and any Renewal Term thereafter the rent \$ \_\_\_\_\_ (“Quarterly-Rent”) payable in installments of \$ \_\_\_\_\_ per month (“Monthly Rent”). Monthly Rent shall be due in advance to Landlord without notice or demand on the first (1<sup>st</sup>) day of each calendar month. All payments by check or money order shall be payable to *Kansas City Property Solutions, LLC* and mailed or hand delivered to *10920 E Winner Rd Independence, Missouri 64052* or at such other place designated by written notice from Landlord.

2.2 Late Charge and Default. A late fee of \$25.00 will be added as additional rent and due for any payment of rent not received or posted USPS by the 5<sup>th</sup> day of the month and an additional \$3.00 a day until paid in full. Any dishonored check shall be treated as unpaid rent and subject to an additional fee of \$35.00.

2.3 Security Deposit. Concurrently with Tenant’s signing of this Lease, Tenant shall also pay to Landlord a “Security Deposit” in the amount of \_\_\_\_\_ (“Security Deposit”). The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of its Lease covenants and obligations. The Security Deposit may be used by Landlord to cover rents outstanding in instances of default, costs related to Studio cleaning, lost key replacement, locksmith services, repair of Studio damages, repair of Gallery or other common area damage (attributed to Tenant), and any other damages allowable under the Lease.

2.4 Use. The Leased Studio shall be used for creating, mounting, matting, framing and displaying art only (collectively the “Permitted Use”). Neither the leased Studio nor the Gallery are to be used for teaching commercial art classes to the public with the exception of (names of tenants):

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**3. Tenant and Landlord Responsibilities**

3.1 Tenant. Tenant shall maintain and keep the Studio clean, free of trash, dirt and debris and in good order, repair and condition. Tenant understands that it is Tenant’s responsibility to have and maintain a policy of insurance insuring the contents of it’s Studio as well as Art displayed therein, and, if applicable, the Gallery, common areas or anywhere on the premises. *Tenant acknowledges that Landlord does not carry insurance covering Studio contents, art or personal possessions of Tenant on or within the Building premises for any damages thereto or loss thereof from any causes.* If Tenant intends to sell his or her art out of the Studio then Tenant further understands Tenant must have and maintain a Missouri Sales Tax and Use permit, and a City of Independence Business License.

3.2 Landlord. Except as may be caused by acts, omissions or negligence of Tenant, Landlord shall keep the Gallery and common areas clean, free of trash, dirt and debris and in good order, repair and condition. Tenant shall timely notify Landlord if any repairs are necessary and Landlord shall have a reasonable time thereafter to make such repairs. Finally, Landlord shall set up, keep and maintain an internet website for the benefit of the Gallery.

**4. Sublease and Assignment.**

Tenant shall not assign or transfer this Lease, in whole or in part, or sublease the Premises, or any part thereof, at any time without the Landlord’s prior written consent in each and every instance. Landlord may withhold its consent for any reason and for any length of time in its sole discretion.

**5. Entry.**

Landlord or Agent for Landlord may enter, inspect and/or repair Tenant’s Studio at any time without notice.

**6. Parking.**

Tenant shall have the non-exclusive use in common with Landlord and other tenants, their guests and invitees, of the non-reserved, common automobile parking lot subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. In no event shall parking areas be used for overnight parking or vehicular storage the infringement of which is subject to towing at Landlord’s discretion and at Tenant expense.

**7. Notices.**

Tenant agrees to give Landlord a minimum of 30 days notice prior to the Lease Term expiration date before vacating the Studio. Any notice required or permitted under this Lease, including vacating the Studio, shall be deemed sufficiently given or served if sent in writing by United States Postal Office Certified Mail, postage prepaid , to the intended Party at the following addresses or changed addresses as may from time to time be designated in a notice similarly delivered as follows:



If to Landlord and Agent to:  
Kansas City Property Solutions, LLC  
PO Box 25364 KCMO 64119

If to Tenant to: \_\_\_\_\_  
[Tenant Printed Name]  
\_\_\_\_\_  
[Tenant's Mailing Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

**8. Entire Lease Agreement.**

This Lease constitutes the entire agreement between the Parties regarding the Leased Studio. No modification of this Lease (oral or otherwise) shall be binding upon the Parties unless evidenced by a written amendment hereto signed by the Landlord and Tenant after the date hereof. The undersigned Tenant(s) have read and understand this Lease and hereby acknowledge receipt of a copy of the same.

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year written below.

\_\_\_\_\_  
Agent Signature  
Kansas City Property Solutions, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Printed Name

\_\_\_\_\_  
Date