STUDIO LICENCE

ASSA RIVERBELL PTY LTD (ACN 142 790 832) of Level 2, 200 Lygon Street, Carlton (ASSA Riverbell) hereby offers you a licence to occupy the studio space described in the Schedule on the following terms. By signing this Agreement you agree to the following terms:

# Definitions

In this Agreement:

## building means the building known as 24-26 Crown Avenue, Mordialloc, Victoria, 3195;

## commencement date means the commencement date stated in the Schedule;

## expiry date means the expiry date stated in the Schedule;

## licence fee means the licence fee specified in the Schedule;

## manager means Anies Suzukawa or such other person as may be appointed as manager by ASSA Riverbell;

## studio means the studio described in the Schedule; and

## term means the period commencing on the commencement date and expiring on the expiry date.

# Licence to use

ASSA Riverbell grants you a licence to use the studio for the term. If you continue to use the studio after the expiry date you will do so on the same terms and conditions as this Agreement.

# Ancillary Benefits

You will be entitled to:

## use the studio daily as described in the schedule;

## access and use together with other licensees of ASSA Riverbell of the ceramic and wood/tool rooms, printer, lounge, kitchen, outdoor area, bathroom and shower in the building subject to the rules determined by the manager;

## power and light to the studio through the existing outlets in the studio provided that you do not install or alter any existing power or light outlet without ASSA Riverbell’s written approval; and

## access to Wi-Fi.

# Licence Fee and other charges

You agree to pay:

## the licence fee in advance on or before the first day of each month of the term and the first such payment shall include the licence fee pro rata if the commencement date is a day other than the first day of a month;

## the licence fee for any month already started in the case of a termination of the agreement.

## all costs (including solicitor’s costs on an indemnity basis) incurred by ASSA Riverbell by reason of any breach by you of this Agreement; and

## all Goods and Services Tax on any supply made by ASSA Riverbell hereunder.

## One month Bond refundable at termination of the agreement if no damage has been noticed.

# Studio use and appearance

You will:

## leave used areas clean and tidy each day;

## keep noise to a minimum and have regard to the amenity of other licensees of ASSA Riverbell;

## not smoke or permit smoking in the studio or the building;

## not keep any dangerous or noxious products in the studio;

## not disturb neighbours when entering or leaving the building;

## not use the studio for any illegal purpose;

## not use the studio as a living/sleeping place;

## provide your own materials/tools. General equipment may be used, but if damaged or broken, must be replaced at your cost;

## not have visitors after 8pm without prior approval from the manager;

## upon expiration of the term:

## repaint, renovate and make good the studio to its standard at the commencement date fair wear and tear excepted (if you use an individual studio); and

## remove all your possessions from the studio; and

## comply with rules published by ASSA Riverbell, including rules relating to the security of the building, and the reasonable directions of the manager.

#### goods or other items left by you in the common areas of the Building at any time, or in your Space after the termination of the contract, may be removed by the manager and be treated as abandoned and dealt with them as it sees fit in its absolute discretion.

#### Allow the Manager to access your Space at all times without notice

#### not obstruct the common areas of the Building or any emergency exits with goods or any other items.

# Exclusion of Liability

## You access and use the studio, workshop tools and the shared areas in the building entirely at your own risk. ASSA Riverbell excludes any and all liability to you (including for negligence) to the maximum extent available at law.

## You waive absolutely any rights to recover damages against ASSA Riverbell and or the owner of the building which may accrue to you during the term arising from any loss, damage, theft or destruction of your possessions brought into the studio or building or for personal injury or death however caused.

# Insurance

## You must obtain your own insurance for public risk or for any possessions you bring into the building or the studio.

# Termination

## ASSA Riverbell may immediately terminate this Agreement by written notice if you fail to:

## pay any monies due to ASSA Riverbell hereunder on the due date; or

## remedy a breach of this Agreement within seven (7) days after ASSA Riverbell gives you written notice of such breach provided that any such termination will be without prejudice to ASSA Riverbell’s other rights and remedies hereunder.

## Either party may terminate this Agreement with one month’s notice.

# Keys

ASSA Riverbell will provide you with a key to the building which you must return at the end of the Term. You must not make a copy of the key. Additional keys will be provided on payment of an additional fee.

# Entire Agreement

This Agreement constitutes the entire Agreement between us in relation to your use of the studio.

EXECUTION

Dated

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | Signed for and on behalf of ASSA Riverbell Pty Ltd |  | | Anies Suzukawa |  | |  |  | |  |  | | | |
|  |  |  |
| Licensee’s signature |  |  |
|  |  |  |
| (Print) Full Name |  |  |

|  |  |  |
| --- | --- | --- |
|  | | |
|  |  |  |
| Witness |  |  |
|  |  |  |
| (Print) Full Name |  |  |

SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
| Licensee's Name:  Address:  Mobile:  Email: | | | |
| Studio: | □  □  □ | Use of the ceramic studio 7 days of the week between 8.00am and 9.00pm or other times with manager agreement. (Ceramic studio might be booked some evenings and weekends for workshops and not be available) Use of a permanent individual studio 24 hours access Use of the common area 7 days of the week between 8.00am and 9.00pm or other times with manager agreement. | |
| Commencement date: |  | | |
|  |  | | |
| Licensee fee [*monthly*]: | Share or ceramic studio space | | $ ST if any) |
|  | Or Individual studio  GST | | $  $ |
|  | Total due | | $ |
|  |  | | |
|  |  | | |

First month Prorata fee : $

1 month Bond refundable : $

PAYMENTS : To be paid by

|  |  |
| --- | --- |
| Direct Credit (preferred) to : |  |
| Bank: | National Australia Bank |
| Account Name: | ASSA RIVERBELL |
| BSB: | 083 276 |
| Account No: | 17 261 3823 |