

# Elev8 Arts Resident Artist Agreement

(studio license + sales + teaching participation)

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## 1. Agreement type

This agreement is a **revocable license to use space**, not a lease.

An artist is not a tenant and has no real property rights.

Elev8 Arts retains full control of the premises at all times.

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## 2. Space provided

- One (1) designated **10x10 artist space**
- Assigned solely by Elev8 Arts
- No relocation, expansion, or modification without written approval

### Storage

- Artist may store tools, supplies, and inventory within their space
  - All items are stored **at artist's sole risk**
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## 3. Term

- Month-to-month
  - Begins: After approval
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## 4. Rent

- Monthly rent: **\$300**

- Due: **1st of each month**
- Late after: **5th**
- Late fee: **\$25 + \$5/day**

Failure to pay may result in **immediate suspension or termination**

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## **5. Sales & commission (strict policy)**

All sales conducted on the premises must go through Elev8 Arts.

### **Commission:**

- **15% commission** on all sales for resident artists

### **Rules:**

- No direct sales (cash, Venmo, PayPal, etc.)
- No redirecting customers outside the system
- All inventory must be logged and sold through Elev8 Arts POS

Violation = **immediate termination**

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## **6. Teaching & compensation (rent credit + payout model)**

Elev8 Arts operates as a teaching-driven creative hub.

Artists may teach classes and earn compensation.

### **Structure:**

- Artist earns **25% of total class revenue (after discounts)**
- Elev8 Arts manages booking, payments, and promotion

### **Payout model:**

1. Earnings are first applied as **rent credit**

2. If earnings exceed rent:
  - The remaining balance is **paid out to the artist**

### **Example:**

- Class revenue: \$400
  - Artist earns 25% = \$100
  - Applied toward rent first
  - If total credits exceed \$300 rent → artist receives payout
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## **7. Shared booth option (approval required)**

Artists may request to share their space.

### **Conditions:**

- Must be approved in writing
- Both artists must sign the agreement
- Both are **jointly and severally responsible** for:
  - Rent
  - Behavior
  - Compliance

Elev8 Arts does not mediate disputes.

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## **8. Access hours**

- Standard access: **8:00 AM – 10:00 PM**
- Additional access at Elev8 Arts discretion

Artists are responsible for:

- Securing their area

- Following closing procedures
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## 9. Required presence

Artist must be physically present and engaged:

- Minimum: **15 hours per week**

Purpose:

- Drive sales
- Engage customers
- Maintain energy in the space

Failure to meet this requirement may result in termination.

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## 10. Conduct & culture

Artists must:

- Be professional, respectful, and collaborative
- Engage positively with customers and other artists
- Maintain a clean and visually appealing space

**Prohibited:**

- Drugs or alcohol use on premises
- Disruptive, aggressive, or inappropriate behavior

Violation may result in **immediate removal**

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## 11. Performance clause

Elev8 Arts reserves the right to terminate this agreement if:

- Artist is not producing sales activity
- Artist is not engaging with customers
- Booth is inactive, neglected, or low effort

This is a **curated creative environment**, not passive storage space.

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## 12. Participation

Artists are strongly encouraged to participate in:

- Art walks
- Events
- Community programming

Priority promotion is given to active participants.

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## 13. Inventory & tracking

- All items must be:
  - Logged
  - Priced
  - Entered into Elev8 POS

No exceptions.

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## 14. Liability

Artist agrees:

- They operate at their own risk

- Elev8 Arts is not responsible for:
  - Theft
  - Damage
  - Injury

Artist agrees to hold Elev8 Arts harmless.

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## 15. Damage

Artist is responsible for any damage caused by:

- Themselves
- Guests
- Equipment

Costs are due immediately.

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## 16. Termination

**Immediate termination for:**

- Rule violations
- Under-the-table sales
- Misconduct
- Non-payment

**Discretionary termination:**

Elev8 Arts may terminate at any time.

**Upon termination:**

- Artist must remove all property within **72 hours**
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## 17. Branding

Artist may not:

- Represent themselves as part owner or partner
  - Use Elev8 branding without permission
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## 18. Strategic positioning (non-legal but intentional)

Elev8 Arts is not renting booths.

It is building a **curated, high-energy art ecosystem**.

Artists are selected to:

- Create
- Engage
- Teach
- Sell

This is an active environment, not a passive display.

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## 19. Agreement acknowledgment

Artist Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Elev8 Arts Representative: \_\_\_\_\_