

## License Agreement

This License Agreement (the “**Agreement**”) is dated \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”) and is between Regional Economic Development Inc. (d/b/a The Shops at Sharp End) (“**REDI**” or “**TS@SE**”) and the undersigned artist (“**Artist**”).

Whereas, REDI is the tenant under a lease agreement with the City of Columbia (the “**City**”) under which certain portions of the real property commonly known as 500 E Walnut, Columbia, MO, 65201 and improvements on said property (the “**Premises**”) have been leased to REDI so that REDI can sublease and/or provide certain licenses to individuals and companies in the region to make use of said facilities;

Whereas, TS@SE has developed within the Premises a retail space for the purpose of incubating retail businesses and offering products for sale at retail (the “**Local Art Program**”); and

Whereas, in conjunction with the Local Art Program, the City (through its Office of Cultural Affairs) has issued a Call to Artists for submission of local works of art to be displayed and offered for sale in the Premises (the “**Local Art Program**”); and

WHEREAS, Artist’s work has been selected for participation in the Local Art Program (the “**Selected Work**”), and, in connection therewith, Artist desires to obtain a conditional, non-exclusive, revocable license (“**License**”) from the TS@SE to display Artist’s Selected Work in the Retail Space (as further defined in Section 5) and offering the Selected Work for sale and TS@SE desires to grant said License as provided in this Agreement.

Now therefore, the parties agree as follows:

**1. Policies and Procedures.** The display of Artist’s Selected Work in the Retail Space and performance of its rights and obligations in this Agreement are also governed by The Shops at Sharp End Policies and Guidelines, including all standard policies and procedures set forth therein, and all other standard policies and procedures adopted for TS@SE, as the same may be adopted, amended or modified from time to time together with any policies and procedures adopted by the City with respect to the Local Art Program (collectively, the “**Policies and Procedures**”). The terms of the Policies and Procedures are hereby incorporated into this Agreement by this reference. TS@SE may change the Policies and Procedures at any time and written copies of any such changed Policies and Procedures shall be made generally available to all licensees of the Retail Space and Artist shall be bound by, and the display of Artist’s Selected Work in the Retail Space shall be subject to, all such changes. Artist shall acknowledge receipt of the Policies and Procedures as of the Effective Date using Exhibit A to this Agreement, which is attached hereto and incorporated herein, however, Artist’s failure to acknowledge receipt shall not relieve Artist from compliance with the Policies and Procedures.

**2. Commencement Date and Term.** The License shall commence on \_\_\_\_\_ and continue on a month-to-month basis unless terminated pursuant to the terms of this Agreement (the “**Term**”).

**3. Termination.** Either party has the right to terminate this Agreement by giving 30 days notification. Notwithstanding the aforesaid, REDI shall have the absolute right to cease displaying Artist’s Selected Work in the Retail Space without notice should the City terminate the Local Art Program or should Artist cease to

participate in the Local Art Program, breach this Agreement or violate or fail to comply with any of the Policies and Procedures. The License set forth herein shall automatically cease, terminate and be of no further force and effect upon the sale of the Selected Work.

**4. Use of Retail Space.** During the Term, subject to the terms and conditions of this Agreement, for and in consideration of the mutual covenants and obligations set forth in this Agreement, TS@SE grants Artist a limited, conditional, non-exclusive, nonassignable, non-sub-licensable, revocable license to display Artist's Selected Work in the Retail Space (the "**License**"). The display of Artist's Selected Work in the Retail Space is solely in conjunction with the Local Art Program, provided such use is in accordance with this Agreement, the Policies and Procedures and all present and future governmental laws, ordinances, requirements, orders, directions, rules, and regulations applicable thereto. Artist acknowledges that the display of its Selected Work in the Retail Space is subject to Artist's participation in the Local Art Program, that the License granted in this Agreement is for display of Artist's Selected Work and offering it for sale to visitors at TS@SE and does not grant Artist any access to, rights to use or otherwise occupy the Retail Space (or any portion thereof), and that the display of Artist's Selected Work in the Retail Space will not be exclusive and is strictly subject to a condition upon Artist's participation in the Local Art Program. "**Retail Space**" means the shared retail space and all areas designed within the shared retail space, the business resource room and common areas located on the Premises which the TS@SE licenses to Artist and other participants in the Local Art Program.

Name of Artist's Selected Work to be displayed in the Retail Space:

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**5. Business Licenses and Applicable Permits.** At all times during the Term, Artist shall maintain a current business license with the City of Columbia, Missouri and any and all license and/or permits required as a result of Artist's participation in the Local Art Program or by federal, state or local requirements applicable to Artist or the Selected Work.

**6. Display and Removal of Selected Work.** The License granted herein shall not in any way be deemed an interest in real property. The Display of Artist's Selected Work shall be subject to the terms and conditions of this Agreement and the Policies and Procedures, is at Artist's sole risk and Artist accepts the same. In connection with the License, REDI shall offer the Selected Work for sale at retail and the proceeds of any such sale shall be promptly remitted to Artist. Artist shall be solely responsible for reporting and paying any retail, sales or use tax attributable to the sale of the Selected Work. Upon the termination of the License or this Agreement, Artist shall coordinate with REDI on the prompt removal, at Artist's sole cost and expense, the Selected Work from the Premises. If Artist fails to remove the Selected Work within 15 days of the date required herein, TS@SE may, at its option, either store the Selected Work at Artist's sole cost and expense or remove the Selected Work from the Premises in TS@SE's sole discretion.

**7. Exclusion of Warranties.** (a) Neither REDI, CMCA/MoWBC (Central Missouri Community Action and Missouri Women's Business Center), nor The District Downtown CID, nor any of their respective, directors, officers, employees, agents or affiliates (the "**TS@SE Parties**") make any representations or warranties regarding the quality or operability of the equipment in the Retail Space and Artist's display of the Selected Work in the same is at its own risk. Artist assumes all risks in conjunction with the Retail Space and equipment, including, but not limited to, any failure of equipment during the display of Artist's Selected Work in the Retail Space. The TS@SE Parties do not assume any responsibility for the security or quality of any

equipment or supplies which Artist, or other participants in either the Incubator Program and/or the Local Art Program, may bring to the Retail Space. In no event shall any TS@SE Party be liable for any direct, indirect, punitive, incidental, special consequential damage, to property or life whatsoever arising out of or connected with the use or misuse of the Retail Space or the equipment in the Retail Space.

(b) THE TS@SE PARTIES MAKE NO WARRANTY OTHER THAN THOSE, IF ANY, EXPRESSLY SET FORTH IN THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TS@SE PARTIES HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE ARTIST OR THE SELECTED WORK. FURTHERMORE, THE TS@SE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SALABILITY OF THE SELECTED WORK, ANY PROPOSAL OR SERVICES ARTIST MAY RECEIVE AS A RESULT OF PARTICIPATION IN THE LOCAL ART PROGRAM, ALL OF WHICH ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. THE TS@SE PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY EQUIPMENT OR SERVICES AND/OR WORK PRODUCT.

**8. Indemnification by Artist.** Artist shall protect, indemnify, and save harmless the TS@SE Parties from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorneys' fees), to the fullest extent allowed by law, arising or occurring by Artist, its employees, agents, or customers, by reason of: (i) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof; (ii) any use, non-use, or condition of the Premises or any part thereof; (iii) any failure on the part of Artist to perform or comply with any of the terms of this Agreement; (iv) the performance of any labor or services or the furnishing of any materials or other property by Artist or at Artist's direction in respect of the Premises or any part thereof; or (v) the Selected Work which Artist displays in the Retail Space or any artwork or product any other participant in the Local Art Program or Incubator Program produces, sells, gives or offers at the Premises. If any such action, suit or proceeding is brought against any TS@SE Party by reason of any such occurrence, then Artist, upon such TS@SE Party's request, shall defend such action, suit or proceeding, or cause the same to be resisted and defended without cost to such TS@SE Party, and by counsel designated by Artist and approved by such TS@SE Party, which approval shall not be unreasonably withheld, conditioned or delayed. The foregoing obligations of Artist shall survive any termination of this Agreement.

**9. Limitation of Liability.** Artist acknowledges and agrees that Artist's participation in the Local Art Program is purely voluntary. The services and the work product of TS@SE are sold "as is" in all circumstances, the maximum liability of the TS@SE Parties to Artist for damages for any and all causes whatsoever, and Artist's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the actual amount paid by Artist for License Fees during the twelve (12) months prior to bringing the claim (or the last 12 months of the Term if such claim is brought after the end of the Term). In no event shall the TS@SE Parties be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to any activity or the services provided by any of the TS@SE Parties, even if the TS@SE Parties have been advised

of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy. If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then the TS@SE Parties' aggregate liability (and any other person or entity whose liability would otherwise have been limited) for liabilities that otherwise would have been limited will not exceed Five Hundred and 00/100 Dollars (\$500.00).

**10. Artist Marketing and Prior Art.** TS@SE reserves the right to utilize Artist information provided to TS@SE in accordance with the Policies and Procedures or otherwise publicly accessible (i.e., website, social media) to assist in the marketing of Artist, the Selected Work, the Local Art Program, the Retail Space, the Premises and/or the overall facility. Execution of this Agreement gives TS@SE the unlimited right to use likeness of Artist, the Selected Work, and other marketing materials without securing any further rights. Furthermore, this Agreement allows TS@SE to take pictures of the Selected Work from time to time for posting and promotion. Artist will respect all other client's right to privacy, process and potentially intellectual property rights protection.

**11. Surveillance.** The Retail Space and Premises may be under video and audio surveillance and Artist consents to the same. Notwithstanding the foregoing, REDI is not obligated to maintain or perform any video or audio surveillance of the Retail Space or Premises.

**12. Operation Expenses.** REDI shall pay, or cause to be paid, all operational expenses related to the Retail Space, including without limitation, all ad valorem taxes, all maintenance fees, all repair fees, and all utility fees, provided Artist's use of the Retail Space does not cause an extraordinary expense for any of the same.

**13. Insurance.** During the Term, Artist shall, at Artist's sole cost and expense, and in Artist's discretion, maintain any insurance coverage on the Selected Work and comprehensive public and product liability insurance including contractual liability insurance with an insurance company approved by REDI that is authorized to do business in Missouri that (a) protects and indemnifies each of the TS@SE Parties and the City of Columbia in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) contains a provision that prohibits the insurance from being canceled without 30 days prior written notice to REDI; (c) names each of the TS@SE Parties and the City of Columbia as additional insured; and (d) contains a provision that requires the insurance company to waive all right to recovery by way of subrogation against the TS@SE parties and the City of Columbia in connection with any loss or damages covered by such policy. Artist shall furnish REDI with a certificate of said insurance policies and shall, not less than 10 days prior to the expiration date of each policy, provide REDI with renewal policies or certificates of the same.

**14. Artist's Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement and License by Artist: (a) the breach of any provisions of this Agreement (including the Policies and Procedures) which is not cured in accordance with any applicable cure provision in the same, if applicable or (b) the failure by Artist to observe or perform any of the covenants, conditions or provisions of this Agreement (including the Policies and Procedures) to be observed or performed by Artist, where such failure shall continue for a period of 15 days after written notice thereof by REDI to Artist.

**15. Remedies After Default.** No default or breach shall relieve Artist of Artist's liabilities and obligations under this Agreement (including the Policies and Procedures). If any default or breach by Artist occurs, then TS@SE may, at any time thereafter, with or without notice or demand and without limiting REDI in the

exercise of any other right or remedy which REDI may have by reason of such default or breach, take any one or more of the following actions: (a) terminate Artist's right to display the Selected Work in the Retail Space, in which case this Agreement and the License granted hereby shall terminate and Artist shall immediately cease its use of the Retail Space; and (b) immediately enter the Retail Space and take possession of all personal property of Artist and in its sole discretion, dispose of the same or store the same in a public warehouse or elsewhere, at the cost of and for the account of Artist, all without service or notice. If Artist is in breach of this Agreement, then REDI shall automatically have a lien against all of Artist's personal property of which REDI obtains possession through this Agreement. If any suit is brought against Artist under the provisions of this Agreement and the License granted hereby, or because of the breach of any other covenant herein contained on the part of Artist to be kept or performed, Artist shall pay to REDI all expenses incurred therefore, including reasonable attorneys' fees. The acceptance of any sums of money from Artist shall not constitute a waiver by REDI of any rights, nor shall it reinstate the termination of this Agreement or cure a default on the part of Artist. No remedy herein or otherwise conferred upon or reserved to REDI shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement to REDI may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of REDI to exercise any right or power arising from any default by Artist shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

**16. Hazardous Materials.** Artist shall not introduce any hazardous or toxic materials into the Retail Space or elsewhere on the Premises without complying with all applicable federal, state and local laws or ordinances pertaining to the transportation, storage, use or disposal of such materials including without limitation, obtaining proper permits. If Artist's transportation, storage, use or disposal of hazardous or toxic materials on the Premises results in the contamination of the Premises or any portion thereof, including without limitation the soil or surface or ground water thereof and loss or damage to person(s) or property, then the Artist causing said damage shall (i) notify TS@SE immediately of any contamination, claim of contamination, loss, or damage; (ii) after consultation with TS@SE and appropriate regulatory agency, clean up the contamination in full compliance with all applicable statutes, regulations and standards; and (iii) indemnify, defend and hold harmless TS@SE from and against any claims, suits, causes of action, costs and fees including attorney's fees and costs, arising from or connected with any such contamination, claim of contamination, loss, or damage.

**17. Eminent Domain.** If all or any part of the Premises is taken or condemned (both and either of which terms includes within their meaning a conveyance in lieu of condemnation upon the threat thereof by competent authority for any public use or purpose), then REDI shall have the option for 30 days following such taking to terminate this Agreement. Any such termination is to be effective as of the date of the taking. REDI is entitled to all awards and process payable by reason of such taking, whether whole or partial, as damages or otherwise.

**18. Miscellaneous.**

**18.1 Severability.** If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and

enforceable, and the validity and enforceability of all of the remaining provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

**18.2 Successors; Assigns; Sub-Licenses.** This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Artist shall not sub-license or assign any or all of its rights or obligations under this Agreement to any third party without the prior written consent of REDI. REDI may assign this Agreement without Artist's consent.

**18.3 Complete Agreement.** This Agreement (including the Policies and Procedures) constitutes the complete and final expression of the agreement of the parties relating to the license and other matters contemplated in this Agreement and, except as specifically provided herein, supersedes all previous contracts, agreements, and understanding of the parties, either oral or written, relating to the subject matter of this Agreement.

**18.4 Amendment.** This Agreement may only be amended in writing and signed by both parties to this Agreement. The Policies and Procedures may be changed solely at the discretion of TS@SE. Continued Artist use after change or modification thereof signifies Artist's acceptance and agreement to adhere to said TS@SE Policies and Procedures as part of this Agreement.

**18.5 Notices.** Unless otherwise provided in this Agreement, any notice, demand or other communication (each a "**Notice**") required or permitted to be given or made by this Agreement or applicable law shall be in writing and all expenses, if any, related to its delivery prepaid. All Notices shall be addressed to the addressee at such addressee's most current email address or postal delivery address on file with the party giving the Notice. If a Notice is mailed in accordance with the terms of this Agreement, then such Notice shall be deemed to have been delivered as follows: (a) at the time of delivery if actual delivery is made to that party by hand; (b) at the time of delivery of an electronic communication, including email, if confirmation of receipt, either express or implied, of that notice is made by personalized written or electronic confirmation by the intended recipient; (c) if by electronic communication the communication does not come back as returned, with or without a confirmation delivery (d) one business day after having been given to an overnight courier; or (e) four business days after being deposited in the United States mail.

**18.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**18.7 Time is of the Essence.** Time is of the essence of this Agreement.

**18.8 Not a Lease.** Artist acknowledges and agrees that this Agreement is not a lease under Missouri law and shall not be interpreted as such. Artist is a limited licensee of the Retail Space and hereby waives any rights Artist may have as a tenant under Missouri law.

The parties have executed this Agreement as of the date first above written.

**TS@SE**

**ARTIST:**

Sign:

Sign:

Print:

Print:

Title:

Title:

Date:

Date:

**Address:**

500 E. Walnut, Suite 109  
Columbia, Mo 65201

**Address:**

**EXHIBIT A**  
**POLICIES AND PROCEDURES**

Artist hereby acknowledges and agrees that it has received and read a copy of the most current Policies and Procedures (including all addenda thereto), Artist has reviewed the same, and Artist agrees to be bound by the terms of the same. A breach by Artist of the Policies and Procedures, as amended from time to time, shall constitute a breach of this Agreement.

Signature

Print Name

Business Name

Date

License Agreement

Exhibit A