

A community effort, intent on creating ARTFUL space on the East side of Cleveland.

## Rental Application

Thank you for your interest in renting a studio from ARTFUL. We are on a mission to bring affordable working space for artists to the Heights area. In addition to studio spaces, we will be exploring and implementing programs which will assist our artists to further their goals of being a working artist. We encourage our artists to participate in our scheduled open houses, shows and art walks, as well as attending lectures and classes held at ARTFUL, and teaching classes for other artists and community members. Our entire community can, and will benefit from the creativity of the ARTFUL artists.

ARTFUL is located on the second floor of the Coventry School Building at 2843 Washington Boulevard, Cleveland Heights, Ohio, 44118. We are opening our doors in March of 2017 and will be leasing to our first artists. All applications submitted by February 21, 2017 will be reviewed on February 22, 2017 and all approved tenants will be notified no later than February 23, 2017. In the event that there is more than one applicant interested in the same studio space, we will hold a blind lottery<sup>(1)</sup> for that space. The applicant who is chosen in the lottery will be notified, and the other applicants will be contacted in order to determine if there is another space they would be interested in leasing<sup>(2)</sup>, or if they would like to be added to our waiting list. Approved applicants will be required to submit a \$30 application fee and ARTFUL will conduct a minor background check. Upon clearance of the background check, the approved tenant will be required to sign a lease<sup>(3)</sup>, and submit their first month's rent and security deposit by March 1, 2017. All tenants who have completed these steps are welcome to move in to their studio on March 1, 2017<sup>(4,5)</sup>. Interested applicants are encouraged to visit ARTFUL in order to help them decide which space they are interested in applying for. Dates and times are below.

### COME PREVIEW OUR STUDIOS!

ARTFUL will be open to all interested applicants at the times listed below.

Please come to door #8 which is located on the West side of the building near the playground.

Thursday, February 16, 9am - 1pm and 4pm - 7pm

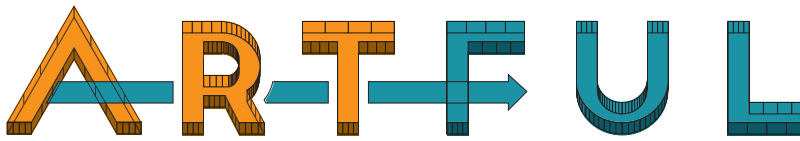
Friday, February 17, 9am - 1pm

Saturday, February 18, 10am - 2pm

Sunday, February 19, 12pm - 4pm

☐ I have read this page in full.

- (1) If a studio space has more than one applicant, each applicant is assigned a number and numbers will be drawn at random.
- (2) If there are spaces where there were no applicants, then those applicants who were not drawn in a lottery for other spaces will be asked if they would be interested in this space. If there are multiple people then interested in that space, a new blind lottery will be held for that space.
- (3) Leases will begin on March 1, 2017 unless there is an event/reason due to construction delays that would prevent this, or if special circumstances warrant a short delay. For any leases that start after March 1, 2017, but before April 1, 2017, rent payment will be prorated.
- (4) Tenants are responsible for moving their own items, ARTFUL does not provide moving assistance. Tenants are free to move in at their convenience once all steps are completed, but no sooner than March 1, 2017.
- (5) ARTFUL will be holding a Grand Opening Open House on March 11, 2017 for artists, community members and donors. We encourage renters to move in before this date if possible.



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## House Rules

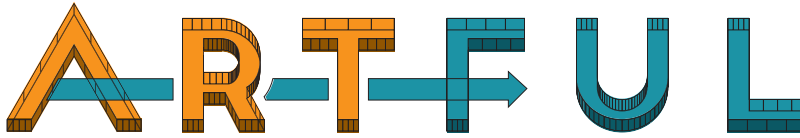
While we believe these to be primarily common sense “rules”, we want to be sure everyone is on the same page. These “House Rules” may evolve and change over time.

- Regular studio hours are 9am - 10pm, M-F.
  - » If you would like to access the studios at non-regular hours, please speak with Shannon and arrangements will be made
- Do not let anyone you don't know into the building
- Lock your studio when you are not in it
  - » ARTFUL is not responsible for damage, lost or stolen items
  - » ARTFUL artists are encouraged to secure their own renter's insurance to cover them in the case of loss or theft as outlined in the lease agreement
- Please understand that we share this space with all of the ARTFUL artists, but we also share the building with other tenants, including school children
  - » Studios located near the northwest corner may be subject to noise that carries over from the class rooms below
- Please respect the privacy and personal space of fellow ARTFUL artists
  - » No unsolicited critiques, please
  - » Use headphones to listen to music
  - » Please use cell phones sparingly and keep ringers at a lower decibel - remember we don't have ceilings, so your neighbors will be able to hear your conversation
- No sleeping overnight. No “living” in your studio
- No smoking anywhere in the building - please obey all posted signs
- Clean up after yourself
  - » If using communal items or spaces, please place items back where they belong
  - » Place flammable items in the flame retardent storage locker
  - » Leave the space the way you would like someone else to leave it for you. There are cleaning supplies throughout the studio for your use
- Do not leave food or perishable trash in your studio - use the kitchen garbage bins instead
  - » Please empty your studio trash on a regular basis and place your tied bags in the dumpster located in the parking lot on the first level, north side of the building
- Please report all maintenance issues/needs to Shannon ASAP
- Do not pour turpentine or other chemicals down the drains
  - » You are responsible for disposing of all hazardous materials properly and instructions are provided in the sink area by studio #8

# House Rules (continued)

- No spray paint in the studios
  - » If the use of sprays is required, please talk with Shannon to secure a safe and ventilated area
- No open flames
  - » This applies for artistic media, candles, etc.
- Classroom/Flexroom can be used upon request
  - » Occasionally classes or lectures may be held in the classroom/flexroom and will produce extra noise; every effort will be made to give ARTFUL artists 48 hours notice before a class/lecture/event will be held
- Do not use other people's supplies, items, equipment without direct consent from the person who is the owner of that item
- No pets allowed unless they are a service animal
- We have been issued only two spots in the parking lot
  - » These are not specific spots, and parking is VERY limited for all tenants
  - » Our two spots are to be used for drop off and pick up only
  - » Please park on the street, or in the city lot near the corner of Coventry and Euclid Heights Blvd.
- These are working studios and must be operated as such - these are NOT galleries
  - » Scheduled walk-throughs with potential clients are allowed, and the selling of your products at special events is encouraged. However, it is required by our 501C3 non-profit status that as an ARTFUL artist, your studio is primarily meant to be a working studio
  - » If you have questions regarding this, and what is within acceptable terms, please don't hesitate to talk to Shannon
  - » ARTFUL artists are encouraged to secure proper vendor licenses
- ARTFUL will host periodic open houses, shows, classes, lectures and art walks
  - » All ARTFUL artists are strongly encouraged to participate in these events, but it is not required
- Cosmetic changes to your space must be approved by ARTFUL
- And last, but not least, be creative, be brave, be bold
  - » This is a communal, creative environment! We want to foster a positive environment for all to grow as artists, no matter your skill level

☐ I have read the House Rules in full.



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## Office Hours

Executive Director: Shannon Morris  
Email: [shannon@artfulcleveland.org](mailto:shannon@artfulcleveland.org)  
Phone: (216) 470-8848

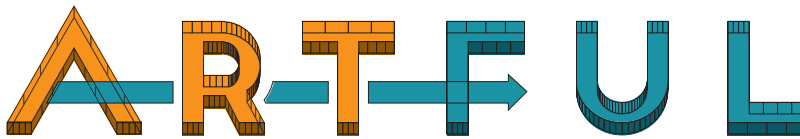
### OFFICE HOURS

Office hours vary and are posted weekly on office door, or call for an appointment

Rent can be paid by check and delivered to Shannon by the 1st of each month, or paid online\* at [artfulcleveland.org/artists-page/rent](http://artfulcleveland.org/artists-page/rent)

\*Online payments incur a service charge.

☐ I have read this page in full.



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## Sample Sublease Agreement for Studio Space

ARTFUL CLEVELAND (hereinafter referred to as Lessor), with the permission of the Cleveland Heights School Board (hereinafter referred to as Landlord), hereby agrees to sublease to *Tenants name* (hereinafter referred to as Tenant) Studio *XX* (*XX* square feet) located at 2843 Washington Blvd, Cleveland Heights, OH, for the period commencing on *September 1, 2016* and ending June 30, 2017.

This lease may thereafter be renewable for additional periods upon terms and conditions acceptable to all parties.

The Tenant, in consideration of the Lessor's permission to occupy the above property, hereby agrees to the following terms:

1. RENT: A rate of *\$X.XX* per square foot per year is set for this Tenant's leased space. Tenant agrees to occupy the building as is. The leasing rate may be subject to change at the end of the leasing period, as specified herein.

For the term of this lease, Tenant agrees to pay Lessor *\$XX.XX* per month for use of the space, due in full on the first of every month during the term of the lease and is not refundable.

In the event any monthly rental payment is not received in the office of the Lessor before the commencement of business on the 10th day of any month, the sum of \$50.00 shall be added to that month's rental obligation. This additional sum shall become automatically due and payable without any notice and failure to make payment of this additional amount shall be deemed a failure to pay rent. Nothing contained herein shall in any way effect the due date of the rental, nor shall it be deemed a waiver of any other rights Lessor may have hereunder for Tenant's failure to make timely payment of rent.

Tenant cannot sublease the leased space nor transfer this rental agreement to other parties.

2. DEPOSIT: A security deposit of one month's rent is due with signed Agreement. At the end of the sublease, half of the deposit will be returned to the Tenant following inspection and confirmation of the following: (A) No damage to the leased space unit(s) is evident. (B) The leased space and furniture is cleaned and returned to acceptable condition considering ordinary wear and tear. (C) All debris and rubbish has been removed from the leased space. (D) All keys and/or FOBS have been returned.

In the event that damage beyond ordinary wear occurred, Tenant agrees to have said damage repaired or replaced to Lessor's satisfaction prior to Tenant's vacating the building. Upon Tenant's failure to make such repairs or replacements, Lessor shall cause such work to be completed and Tenant shall be responsible for such costs. Any of Tenant's property not removed within ten days after the termination of this Agreement shall be deemed abandoned by Tenant and/or shall be disposed of by Lessor as its own property without further light of claim thereto by Tenant.

3. **USE:** The leased space shall be used by Tenant for business related to the company or organization and for no other purposes without the written consent of Lessor. Tenant shall use and occupy the building in a safe, careful and proper manner.

Tenant will seek permission to use any space outside of their leased area as stipulated in this Agreement, and may be charged rental fees for use of spaces not under contract. Exclusions are hallways, stairways, elevators, parking lot and restrooms.

4. **MAINTENANCE:** Tenant shall keep the interior of the leased space and any leased furniture in good condition and repair, and shall perform routine maintenance thereto. It is Tenant's responsibility to be in compliance with all health, safety, fire and police regulations applicable or affecting the interior of the leased space. Tenant is responsible for the cleaning of unit and removal of food waste from leased space area. Tenant further agrees to the policies as outlined in the terms of the Coventry School Building Usage agreement. Tenant is financially responsible for repairs and/or replacements due to damages incurred by accident, neglect or abuse. This includes floors, walls, carpets, fixtures, windows, screens, doors, electrical, etc. Tenant acknowledges specific responsibility to repair or replace damaged items. Damage caused by rain, hail or wind as a result of leaving windows or doors open, breakage of glass or damage to screens, whether caused by abuse or neglect, is the responsibility of the Tenant. Tenant is not responsible for repair, unless due to Tenant negligence, and maintenance of elevators, bathrooms, snow removal and other outdoors maintenance, HVAC and plumbing.
5. **UTILITIES:** For the duration of this sublease agreement there will be no additional charges for utilities (gas, electricity, water, sewer and Wi-Fi) as long as Tenant does not abuse usage or require usage beyond normal operations.
6. **BUILDING SECURITY:** Tenant shall be responsible for locking and securing the building, when Tenant uses the building outside regular weekday business hours, which are 9:00 a.m. to 6:00 p.m. Tenant shall sign the ARTFUL Key Authorization Agreement and abide by its conditions. Only personnel authorized by Lessor can use keys and security codes.
7. **REMODELING/REDECORATING:** Tenant agrees not to remove or alter in any way the leased space without the Lessor's prior consent. Any and all remodeling and modification of the leased space shall be the sole responsibility of the Tenant, and at its sole cost. Any remodeling and/or modification of the leased space shall comply with state and local code requirements and laws and must be approved by the Cleveland Heights School Board. Such code compliance and approval shall be the sole responsibility of the Tenant, after approval by Lessor. Any such remodeling or modification of the leased space shall revert to the Landlord at the end of this Agreement or any subsequent renewal unless said remodeling or modification is clearly severable personal property.
8. **LIABILITY:** Lessor and Landlord and its officers, directors, agents and representatives shall not be responsible for any damages occasioned by reason of the Tenant's use or occupation of the building. Lessor and Landlord and its officers, directors, agents and representatives are not responsible for the loss or theft of any personal property.

Lessor and Landlord and its officers, directors, agents and representatives shall not be liable for any personal injury or loss of Tenant property by fire, breakage, burglary, or otherwise, for any accidental damage to persons, guests, or property in or about the building resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of Lessor, Landlord, or Landlord's agent, contractors, or employees, or by any other cause, whatsoever. All personal property belonging to the Tenant or any other person, located in or about the building or leased space, shall be there at sole risk of the Tenant or such other person, and neither Lessor nor Landlord nor the Lessor's and Landlord's officers, directors, agents and representatives shall be liable therefore.



9. **INSURANCE:** Tenant shall carry and maintain in force at all times adequate liability insurance. Tenant shall name Lessor and Landlord as additional insured on such policy/policies and shall provide Lessor and Landlord with the certificates of coverage with signed Agreement.
10. **DAMAGE TO BUILDING:** In the event the leased space or building are destroyed or rendered uninhabitable by fire, storm, earthquake or other casualty, this Agreement shall terminate. Should the leased space or building be rendered partially uninhabitable, the Tenant and Lessor shall negotiate occupancy for the remainder of the Agreement term or either party may terminate the Agreement upon written notice to the other.
11. **TENANT OBLIGATIONS:** Tenant agrees to meet all of tenancy obligations including:
- A. Keeping the leased space clean and sanitary; removing garbage and trash as they accumulate and be deposited in dumpster located in the parking lot on the North side of the building. Tenant will provide proper disposal of any paints, chemicals or other hazardous materials.
  - B. Operating all electrical, plumbing, sanitary, heating, ventilating, A/C and other appliances in a reasonable and safe manner.
  - C. Informing Lessor, in writing and at least 14 days in advance, of its event schedule and any other proposed activities or programming. Lessor reserves the right to deny approval of lessee's event/activity. Any activity or event that occurs without a 14 day in advance notification is grounds for dismissal of this agreement.
  - D. Conducting themselves, family, friends, staff, employees, guests and visitors in a manner that will not disturb others.
  - F. Assuring Premises shall not be used for hazardous, unlawful or improper purposes. All parties agree that they will not violate any local, state or federal laws in operation and Use of the Premises, including local, state and federal ordinances and laws regarding tobacco, spirits, wine and beer.
  - G. Abiding by Coventry School Building Usage Policies, which will be provided by Lessor.
  - H. Assuring that property belonging to the Landlord and Lessor is safeguarded against damage, destruction, loss, removal, or theft by Tenant or Tenant's guest and agents.
12. **LANDLORD'S ACCESS:** Landlord and Lessor, including their agents, shall have access to the shared space areas at any time for any purpose.
- If Landlord begins capital improvement construction during the term of this Agreement, Tenant understands that while work is being done on the building access to his leased space may be temporarily restricted. If Tenant's leased space is inaccessible for longer than forty-eight (48) hours, rent adjustments can be negotiated with Lessor or, if Tenant finds the construction work too disruptive, this Agreement can be terminated.
13. **INDEMNIFICATION:** Tenant agrees to defend and indemnify Lessor and Landlord and their elected officials, agents and employees against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including but not limited to court costs and reasonable fees of attorneys and experts, arising from or related to any of the following by Tenant or its officers, employees, contractors, agents, licensees or invitees: (1) use of the leased space, the parking area and surrounding walkways, and any area of the building; (2) negligence; (3) willful misconduct; (4) malicious acts or omissions.
14. **LEGAL COSTS:** Tenant agrees to pay any court costs and attorney's fees incurred by the Lessor in any legal action to enforce the Lessor's rights under this agreement or any state law.

15. TERMINATION: Failure to abide by the above conditions in every respect will be grounds for termination of this Agreement and loss of all rental fees and deposit without further recourse. In the case of such failure, Lessor will notify Tenant in writing of the Agreement termination. Monetary default must be cured within 24 hours upon receipt of written notice. Lessor may terminate this Agreement if at any time the continuation of this Agreement is deemed to jeopardize the health, safety or welfare of the Lessor, the Tenant or the citizens of the city of Cleveland Heights. Upon notice of termination, Tenant shall have two weeks to vacate the building.

This Agreement is automatically terminated if the Lease of the ARTFUL Cleveland building between the Lessor and Landlord is terminated.

Each party may terminate this agreement for any reason upon 60 days written notice to the other party.

The parties hereby sign this Lease Agreement as of the date set forth below.

TENANT: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

LESSOR: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

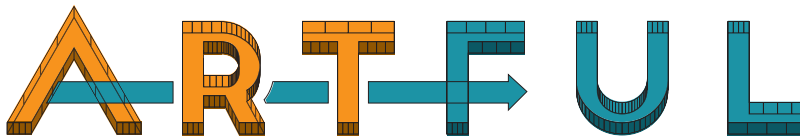
Title: \_\_\_\_\_

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

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

☐ I have read the Sample Sublease Agreement in full.





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## Rental Application Form

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Unit #: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

What type of media do you work in and what special equipment and/or chemicals will you be using in your studio:

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### PERSONAL REFERENCE

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Will you be sharing this space with anyone else?

YES

☐

NO

☐

If yes, please complete the fields below:

*By submitting this form, you agree to serve as the main person of contact for this rental application and any communications regarding this application, or potential lease.*

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Media: \_\_\_\_\_

Special Equipment and/or chemicals: \_\_\_\_\_

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Media: \_\_\_\_\_

Special Equipment and/or chemicals: \_\_\_\_\_

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Media: \_\_\_\_\_

Special Equipment and/or chemicals: \_\_\_\_\_

### Which studio do you want to rent:

Please reference the chart below, and the drawing on the next page to help you make your selection. Be sure to read the first page of this packet thoroughly for details on the rental selection process. You may indicate your interest for up to four studio spaces. Please write the studio # in the space provided.

First choice: \_\_\_\_\_

Second choice: \_\_\_\_\_

Third choice: \_\_\_\_\_

Fourth choice: \_\_\_\_\_

Are you currently enrolled as a student at an accredited college?

Or did you graduate within the last two years?

Yes ☐ No ☐

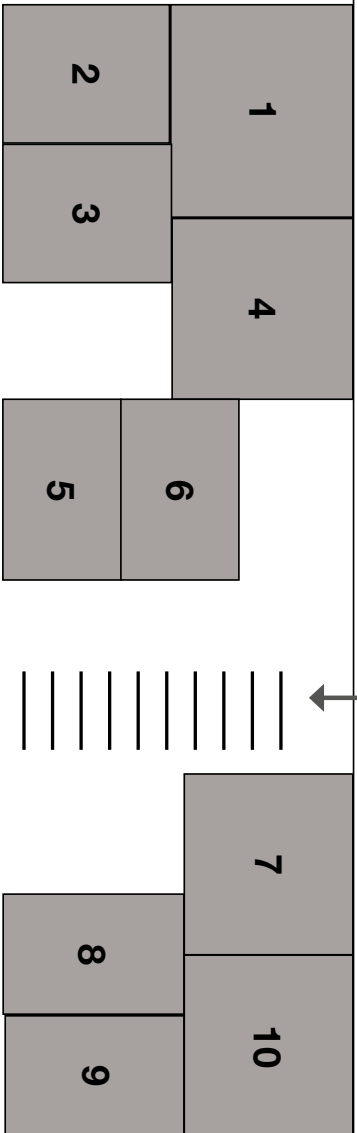
If you answered yes to the question above, would you be interested in renting a shared space at a discounted rate?

Yes ☐ No ☐

Studio #	Sq. Ft.	Rent per Month
1	262.5	\$393.75
2	159.08	RENTED
3	161	\$241.50
4	225	\$337.50
5	147.5	\$221.25
6	147.5	\$221.25
7	210	\$315
8	148.33	\$222.50
9	148.33	\$222.50
10	210	\$315
11	131.5	\$197.25
12	234	\$351
13	100	RENTED
14	90	\$135
15	200.5	\$300.75
16	234	STUDENT RENTAL*
17	120	RENTED
18	315	SHANNON/ARTFUL

\*Shared space for current students or recent graduates (2 years or less).

STAIRS



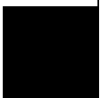
Classroom /  
Flexroom

RESTROOM

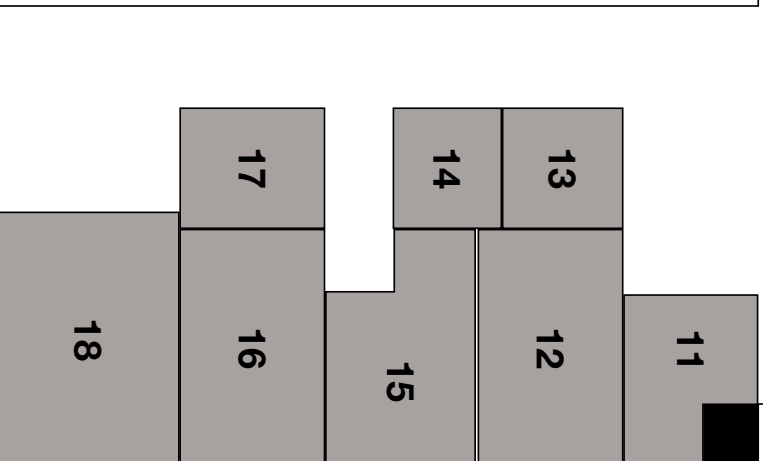


STAIRS

ELEVATOR



RESTROOM



NORTH



Upon completing your rental application, please submit it to ARTFUL via email, or in person at one of our Preview Sessions listed on the first page of this packet. Approved renters will be notified via email and/or phone no later than February 23, 2017.

SUBMIT BY EMAIL TO: [application@artfulcleveland.org](mailto:application@artfulcleveland.org)