



# The Pop Up Gallery

evanston

Art - Crafts - Gifts - Jewellery

## LICENSE TO OCCUPY SPACE WITH THE POP UP GALLERY (“LICENSOR”)

1627 Sherman Ave., Evanston, IL 60201

### “OCCUPANT”:

Name: \_\_\_\_\_ Gallery Space #: \_\_\_\_\_

Business Name: \_\_\_\_\_ Start Date: \_\_\_\_\_

**LICENSE TO OCCUPY SPACE.** This license agreement gives the Occupant named above a license to use the gallery space location expressly stated above at The Pop Up Gallery, Evanston location and includes listing in The Pop Up Gallery directory and website.

**RENT.** Occupant shall pay The Pop Up Gallery \$\_\_\_\_\_ first month rent and \$\_\_\_\_\_ security deposit upon execution of the agreement. Monthly rental payments of \$\_\_\_\_\_/month, thereafter, are payable on or before the 1<sup>st</sup> of the month. If The Pop Up Gallery does not receive the rent payment by the fifth (5th) of the month, Occupant will be charged a \$25.00 late fee. Security deposit cannot be used as last month rent. Checks should be made payable to The Pop Up Gallery and either mailed or dropped off in person at 1627 Sherman Ave., Evanston, IL 60601.

This is a **three (3) month** minimum license agreement and the monthly license will automatically renew monthly unless the Occupant provides The Pop Up Gallery with a written thirty (30) days notice of cancellation on or before the first day of the month of the month-end termination date. Licensor has the right to raise rent on gallery space by providing Occupant with a thirty (30) day written notice of such rate increase.

**SALES STRUCTURE.** The Pop Up Gallery (“Licensor”) takes a 15% commission on all sales.

1. Licensor will cover all credit card fees incurred related to the sale of Occupants goods.
2. Licensor agrees to be solely responsible for collecting from the Occupant’s customers all sales revenue and sales taxes due and owing resulting from the sales of Occupant’s goods on the premises during the term of the License Agreement.
3. Licensor will be responsible for reporting and submitting monthly payments of all sales taxes owed to the State of Illinois as the result of all retail sales made in The Pop Up Gallery.
4. Licensor shall provide the Occupant with a monthly, written account of all sales and discounts given, if applicable, from the Occupant’s sales transactions.
5. At the conclusion of each month, Licensor shall issue payment to Occupant of all sales revenues collected, minus any discounts given and sales commissions. If no sales were made for Occupant, a written statement confirming no sales were made will be issued.
6. Licensor has the right to deduct any past due rent or fees owed to Licensor from monthly sales payments due to Occupant.
7. Only inventory items displaying The Pop Up Gallery’s retail bar-codes can be processed as customer transactions.

**LICENSE TO OCCUPY SPACE RULES.** The Occupant agrees to abide by the Rules and Regulations of The Pop Up Gallery as may be amended from time to time and all applicable government laws and regulations. Occupant understands that any violation of the rules and regulations or failure to make monthly payments for licensed space shall subject the Occupant to immediate termination of this license and release of the Occupant’s space.

### THE POP UP GALLERY RULES AND REGULATIONS

1. Occupant may move in or out and set up its displays on mutually agreeable times during hours of operation of The Pop Up Gallery, and on occasional other times as organized by management.
2. Occupant’s space may, but need not, be staffed during The Pop Up Gallery’s hours of operation.
3. No neon or flashing display lights, or noises or any other disturbances that affect other tenants are permitted.

4. Occupant will maintain a clean, organized and presentable space, will only display its own items, confine its activities and distribution of brochures to its own space and shall use only flameproof material for display.
5. Occupant is not permitted to share or change its space without Licensor's prior written consent and no assignment or subletting is permitted.
6. Occupant or group of Occupants may not sponsor any event that conflicts with The Pop Up Gallery.
7. Photography, filming, or electronic recording or transmission or use of any such audio related equipment in The Pop Up Gallery will only be allowed if the Occupant receives prior approval from management.
8. Licensor reserves the right at its sole discretion to close, correct, remove or eliminate any objectionable item or conduct not keeping with the character of The Pop Up Gallery or which violates these rules or any law.
9. Each gallery space location shall be returned to its original condition and the Occupant shall not, without the prior written consent of the Licensor, make any changes to their gallery space (walls, floors, booths, and/or cabinets), and any such change will be at the Occupant's cost.
10. Occupants may choose to paint their wall space a different color with The Pop Up Gallery approval. If Occupant chooses to have their space painted, ALL EXPENSES relating to changing the color, AND reverting back to the original color is at the OCCUPANT'S EXPENSE.
11. Failure to return your space back its original color and condition, including filling of nail holes and other wall marks, will result in the Occupant being charged a fee, as appropriate for the amount and complexity of work required, to return the space to its original condition.
12. Occupant's failure to remove its property immediately upon the expiration or termination of its License Agreement will be deemed an abandonment and Licensor may retain or dispose of any such property as Licensor shall choose at Occupant's expense.

**NON-LIABILITY OF LICENSOR.** Occupant agrees, except to the extent prohibited by Illinois statute, to indemnify, defend and hold harmless Licensor and its representatives against any and all damage, loss, harm, injury or death to persons or the property of the Occupant, including attorney fees and costs, and all expenses resulting from any act or omission of each of them, theft, fire, water, accident, interruption of any service, or any other cause and no such event shall relieve Occupant from its obligation under this License Agreement. Occupant agrees to purchase and keep in effect at all times insurance against all loss, damage or destruction to Occupant's property for the full value of such property, and name Licensor as additional insured on a primary non-contributory basis, with a waiver of subrogation against Licensor. Occupant and Licensor agree that all property of the Occupant is to remain in the Occupant's custody and control in transit to, from, and within the building and no bailment by Licensor will arise.

**COSTS AND FEES.** Occupant shall pay upon demand all Licensor's costs, charges and expenses, including fees of attorneys, agents and others retained by Licensor, incurred in enforcing any of the obligations of Licensor under this License Agreement or in any litigation, negotiation or transaction in which Occupant shall, without Licensor's fault, become involved through or on account of this License Agreement.

**MISCELLANEOUS.**

1. This license agreement is the entire license agreement and any change must be in writing and signed by both parties.
2. Provisions typed on this license agreement and all riders attached to this license agreement and signed by Licensor and Occupant are hereby made part of this license agreement.
3. This license is not valid unless signed by both Licensor and Occupant.
4. Occupant expressly acknowledges that the terms and provisions of this License Agreement shall not create an agency relationship by and between Licensor and Occupant.
5. Occupant's failure to pay timely rent or to honor its License Agreement obligations will result in a default and immediate termination of this License Agreement. Notices may be served on either party at the address listed herein. Licensor's rights and remedies under this License Agreement shall be cumulative and the laws of the State of Illinois shall govern this agreement. Occupant shall pay all attorney's fees and expenses of Licensor in enforcing any of the Occupant's obligations under this License Agreement.
6. If the Occupant's space or The Pop Up Gallery building is destroyed or damaged by fire or other casualty, Licensor shall have the option to repair and restore the same with reasonable promptness; or elect to terminate this License as of the date of such damage.
7. Licensor has the right to set the hours of operation of and control ingress to and egress from The Pop Up Gallery and Occupant agrees with any security programs adopted by Licensor.

**SEVERABILITY.** If any clause, phrase, provision or portion of this license or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render, invalid or unenforceable the remainder of this license nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

**Agreed to by:**

**The Pop Up Gallery (“Licensor”)**  
1627 Sherman Ave.  
Evanston, IL 60201

\_\_\_\_\_  
By Licensor:

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

**Agreed to by:**

**“Occupant”**

\_\_\_\_\_  
By Occupant Name:

\_\_\_\_\_  
Business Name:

\_\_\_\_\_  
Legal Address:

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