

GREEN KILL, LLC. ARTIST SPACE RENTAL AGREEMENT

Agreement Date: This agreement is between ARTIST Green Kill, LLC., ("GREEN KILL" as stipulated in the Green Kill Check List Sign-off Sheet.

Date of Exhibition: This exhibition at GREEN KILL is stipulated in the Green Kill Check List Sign-off Sheet .

Rent: Rent is paid in advance of 20 dollars. The Fee is non-refundable.

Transfer, assignment, sub-licensing, subletting or sharing of the Rental Space to other ARTISTS or any other third-parties in any form whatsoever is prohibited unless agreed upon by ARTIST and GREEN KILL in writing.

GREEN KILL'S hours of operation are Tuesday - Sunday, 3am - 9pm. Authorization is required for use of Green Kill other times beyond the stated hours of operation.

GREEN KILL is closed for national Holidays.

Equipment Storage, Removal: ARTIST requires prior consent from GREEN KILL for preparations, storage of EQUIPMENT, if required, one week before the exhibition opening and shall have business days after the performance ends for removal of EQUIPMENT from GREEN KILL. Move in/out times are between the hours of 3:00 a.m. and 9:00 p.m. Decisions as to disposition of the EQUIPMENT not removed by that time will be made solely by GREEN KILL and the risk of loss, costs for storage, and maintenance, will be the sole cost and expense of ARTIST.

Equipment Inventory: Prior to performance of EQUIPMENT, ARTIST shall provide a complete an Inventory of equipment The ARTIST hereby warrants that the ARTIST possesses sole unencumbered title to the EQUIPMENT and that their descriptions are true and accurate.

Artworks Storage, Removal: ARTIST requires prior consent from GREEN KILL for preparations, storage of Exhibition pieces and artwork ("ARTWORK"), if required, one week before the exhibition opening and shall have business days after the exhibition closes for removal of ARTWORK from GREEN KILL. Move in/out times are between the hours of 3:00 p.m. and 9:00 p.m. Decisions as to disposition of the ARTWORK not

removed by that time will be made solely by GREEN KILL and the risk of loss, costs for storage, and maintenance, will be the sole cost and expense of ARTIST.

Art Inventory: Prior to installation of ARTWORK, ARTIST shall complete an Inventory of Artwork and Equipment Sheet. All inventory sheets shall be signed by the ARTIST and GREEN KILL and shall include a description of value for each artwork. The ARTIST hereby warrants that the ARTIST possesses sole unencumbered title to the ARTWORK and that their descriptions are true and accurate. ARTIST permits GREEN KILL to act as ARTIST's non-exclusive representative for the exhibition ARTWORK.

A: Packing and Shipping charges, insurance costs, handling expenses, and risk of loss of damage incurred in the delivery of ARTWORK in and out of GREEN KILL shall be the sole cost and expenses of the ARTIST.

B: The ARTIST and their agents/representatives must follow GREEN KILL policies regarding installation and removal of exhibitions. A copy of GREEN KILL policies will be provided to ARTIST.

C: GREEN KILL reserves the right of final editing and approval of Exhibition prior to final installation and exhibition opening.

Promotion of Art Exhibition: GREEN KILL shall be entitled to use the trade name, names, likeness, images and other media representations of ARTIST and ARTIST's employees, agents, and guests ("ARTIST Parties") for purposes of marketing and advertising for GREEN KILL's website, social media, print advertising, and in any and all media now or hereafter desired without any payment to ARTIST or ARTIST Parties. In furtherance of the above, ARTIST agrees on behalf of itself and ARTIST Parties, that in connection with GREEN KILL's advertising and marketing, GREEN KILL shall have the right to take and use photographic images, video footage, graphic images and sound recordings of ARTIST Parties at GREEN KILL.

Both the ARTIST and GREEN KILL are free to engage in promotional campaigns for exhibition of artwork. ARTIST may contribute to the underwriting of promotional campaigns. No expense which is to be shared shall be incurred by either party without the prior consent of the other party as to the amount of the expense. After the exhibition, the frames, photographs, negatives, and any other tangible property created in the course of the exhibition shall be the property of the party that paid for the expenses. A GREEN KILL Promotional Sample is included with this contract.

GREEN KILL reserves the right to control use of the GREEN KILL name and description in all promotional campaigns , whether created by the GREEN KILL or the ARTIST.

Art Sales: Art sales of art on exhibition during term of exhibition or through inquiry on greenkill or are exclusively between Green Kill and buyer. ARTIST will retain 60 percent of an art sale and Green Kill 40 percent. In a situation in which a Guest Curator organized a monthly exhibition, Green Kill receives 25 percent of an art sale, the guest curator receives 25 percent and the ARTIST receives 50 percent. GREEN KILL shall furnish ARTIST with a copy of the bill of sale. GREEN KILL will collect New York State Sales Tax 8.00 percent.

ARTIST Responsibilities: In addition to any other ARTIST requirements or restrictions as set forth in the Agreement, ARTIST must comply with the responsibilities set forth in the GREEN KILL Policy Requirements, as the same may be reasonably modified or supplemented by GREEN KILL.

Insurance: ARTIST shall, at their own cost and expense, provide proof of liability and property damage insurance policy. Such policy shall be in full force and effect during the term of this Agreement. The limits of said insurance policy shall be in an amount to be determined by GREEN KILL. The insurance company shall be a company authorized to do business in the State of New York, and a certificate of insurance shall be delivered to GREEN KILL at the time this Agreement is signed by ARTIST. An artist may show at Green Kill without insurance but without proof of liability, they will be unable to make a compensation case for property damage.

Indemnification: ARTIST agrees to indemnify and hold harmless GREEN KILL, its affiliates, officers, employees, and representatives from and against any and all losses, lawsuits, judgments, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from claims for bodily injury, death, property destruction, or property damage arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of the ARTIST, its employees, subcontractors, or agents, if any, in performance under this Agreement and the use GREEN KILL during the rental term unless bodily injury, death, property destruction, property damage, or personal injury is determined to the result of the negligence or intentional misconduct of GREEN KILL, its affiliates, agent, officers, employees, or representatives.

Limitation of Liability: In no event shall GREEN KILL and/or its affiliates and/or their respective members, managers, offices, employees, agents or representatives be liable to ARTIST or any other person or entity for consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs).

Arbitration: This Agreement shall be governed by the laws of the State of New York. All disputes arising under this Agreement shall be submitted accordingly, and the arbitration award may be entered for judgment in any court having jurisdiction thereof.

Termination of Contract with ARTIST: Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either GREEN KILL or ARTIST, by means of written notification of termination from either party to the other. Upon the notification of termination, all accounts shall be settled and all unsold ARTWORKS shall be returned.

Miscellaneous.

Notice: All notices, demands, consents, approvals, waivers or other communications which may or are required to be given by either party to the other under this Agreement (each, "Notice") shall be in writing and shall be delivered by (a) personal delivery, (b) a nationally recognized overnight courier, or (c) e-mail, in each case addressed to the party to be notified as follows:

Green Kill, LLC

Mailing Address: 229 Greenkill Avenue, Kingston, NY

12401 Email Address: 229greenkill@greenkill.org

Severability: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, shall not be affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

Merger: This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understandings and statements, oral or written, with respect thereto are merged in this Agreement.

Changes in Writing: Neither this Agreement nor any provision thereof may be waived, changed or cancelled except in writing agreed upon by the parties thereto.

Successors: This Agreement shall be binding upon and inure to the benefit of GREEN KILL, its successors and assigns, and shall be binding upon and inure to the benefit of ARTIST, its successors, and to the extent that an assignment may be approved by GREEN KILL, ARTIST's assigns.

Governing Law; Jurisdiction: This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of New York.

Counterparts: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

Electronic/Fax/PDF Same as Original: For purposes of negotiating and finalizing this Agreement (including any subsequent amendments thereto) any signed document transmitted electronically, or by fax machine, or as a pdf via email shall be treated in all manner as an original document. The signature of any party shall be considered for those purposes as an original signature. Any such electronic, fax, or pdf documents shall be considered to have the same binding legal effect as an original document.

IN WITNESS WHEREOF, the parties have respectively have review this Contract in accordance with the Green Kill Check List Sign-off Sheet and have signed off by sending an email to 229greenkill@greenkill.org which states, "I have read the contract and policies and I agree to the terms of Green Kill, LLC."