

Toscano Interiors Rental Agreement

This is an agreement by and between an exhibiting artist and Toscano Interiors, Ltd.

The artist will be assigned space at 709 Main Street, Colorado Springs, CO 80911

The artist agrees that 50% of the sales price of items sold will go to Toscano Interiors, unless artist chooses other payment option .

The artist will keep their space well-stocked. Artists are required at least a 3 month minimum contract duration. Payments will be mailed (may take 7-10 business days) to the last known address on file for the artist on the 15th of every month. No items can be picked up until the artist performs their part of the agreement. Artists need to change out inventory semi-monthly. We do this because we have seen that artists who are consistently changing out their inventory make more money. Also, we will take seasonal items in advance and want all artists to stay within the theme of the season. For example, mid-July we will start changing our décor around Fall. Artists will be required to bring in Fall related items August 1. Artists are only allowed to pull items once contract has expired. Toscano Interiors assumes no risk to the loss, theft or damage of property or to damages, accidents or death to individuals on the property. The foundation rents space and does not assume any responsibility for management or operations.

ITEMS FOR SALE

In order to stay competitive and focus on what our store is about, we are specific on the items we will be accepting. We will only take locally made art and décor. Any décor needs to be along the lines of upcycled, reclaimed, reused, repurposed. We will not take items bought at wholesale/market.

DEFAULT

Toscano Interiors, Ltd reserves the right to withhold payment and or product in the event that there is a dispute between the artist and Toscano Interiors, Ltd.

PAYMENT FEES

50/50 split. This is for artists who have small items. ie: jewelry, small wall hangings, plaques, trivets, cards, canned items. Can bring up to 50-80 pieces a month _____

X 60/40 split. Medium /Large sized items ie: blankets, pillows, larger art pieces, pottery, hanging art, furniture. Can bring up to 25 pieces a month _____

-or- *Artist 60 / Toscano 40%*

\$100 a month, payment due on the 1st, no later than the 3rd (after the 3rd, artist will pay \$10 a day for every day late) for large items to include large prints, furniture, no more than 20 items. Artist keeps 100% profit made from goods sold _____

\$75 a month, payment due on the 1st, no later than the 3rd (after the 3rd, artist will pay \$10 a day for every day late) for small items to include small artwork, nik-naks, jewelry, blankets, décor, etc. no more than 50 items. Artist keeps 100% of profit from goods sold _____

SALE ITEMS

Items not picked up or rotated as specified above, will be discounted starting at 25% and will continue to be discounted at the discretion of Toscano Interiors, until artist swaps out inventory or picks items up.

WAIVER OF LIABILITY AND HOLD HARMLESS STATEMENT

By voluntarily participating in the artists cooperative, I RELEASE FROM LIABILITY AND AGREE TO HOLD, The City of Colorado Springs, and Toscano Interiors, Ltd, their officers, agents, volunteers, or employees (RELEASEES) from any and all LIABILITY, claims, or demands arising from or related to any loss, damage, or injury, including death, sustained by me or property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise. I AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, which shall bind members of my family and spouse, if I am alive, and my heirs and personal representative, if I am deceased.

2-11-14

The Artist Date

Toscano Interiors Date

Please provide your contact information, to include mailing address and email.

Manitou Springs, CO 80829

Updated 1/2014