

LICENCE AGREEMENT FOR THE CAPPAMORE ARTS STUDIOS

This Licence is made the ____ day of _____ 2017
between Limerick City and County Council
(hereinafter called 'The Licensor') of the One Part and _____
(hereinafter called the Licensee of the Other Part)

The Licensor is the Owner of the Library and Units at Cappamore, County Limerick
(hereinafter called "the Premises ")

The Licensor has agreed to permit the Licensee to occupy the Unit described in the
schedule hereto (hereinafter called 'the Unit') together with all fixtures and fittings herein
contained upon the terms set out below) for a term of twelve months from the date hereof
(hereinafter called "the term ").

USE OF THE UNIT

The use of the Unit is to provide a space for Artists to create work, thus providing a vital
support for Artists in developing their careers.

The Licensee shall be entitled to use the Unit only for the artistic purposes as outlined by
the Licensee in the application form (hereinafter called the "permitted user ") save as
where otherwise permitted in writing by the Licensor

NOW IT IS AGREED AS FOLLOWS:

TERMS OF LICENCE

- 1.1 The Licensee shall have full right under Licence to enter upon and occupy the
Unit for the purpose of carrying on their activities as artists.

The Licensee shall be entitled to invite persons to the Unit for the purpose of
reviewing and discussing the works of the Licensee but any such events shall not
interfere with the orderly running of the Library or create a nuisance to the other
Licensees.

- 1.2 The Licensee shall pay **€50** per calendar month to the Licensor for their
occupation of the Unit. The bursary rate of €50 per month will apply for a period
of twelve months commencing on the date of occupation and on the expiry of
twelve months the monthly payment increase to €100.

This sum of €50 each calendar month is payable in advance by standing order to
the Licensor's Bank at Allied Irish Bank, 106/108 O'Connell Street, Limerick,
Account No. 87042040, Sort Code No. 93 52 47

IBAN: IE93 AIBK 9352 4787 0420 40, BIC: AIBKIE2D

or such other bank Account as the Licensor may from time to time nominate.

- 1.3 The artist understands any equipment used must not interfere in the orderly running of the Library or the other Units.
- 1.4 The Licensee shall be entitled to surrender the Licence at any time during the term on fourteen days notice in writing to the Licensor. On termination or expiry of the Licence, for whatever reason, the Licensee shall remove all personal effects, vacate the Unit Premises and return all keys.
- 1.5 On the expiry of the term the Licensee may apply to the Licensor for a new Licence. The Licensee acknowledges that the Licensor shall not be under any obligation to renew the Licence.
- 1.6 The Licensor reserves the right to terminate the lease with immediate effect in the event of serious misconduct by the Licensee.
- 1.7 The Licensor reserves the right to terminate this Licence on twenty eight days notice in the event of the breach by the Licensee of any conditions hereof but without prejudice to the Licensor's right to terminate for the reasons set forth in clause 1.6 above.
- 1.8 The Licensee shall only be entitled to use the Unit for the permitted use except with the prior consent in writing of the Licensor. At no stage will the Licensee be entitled to use the Unit for any commercial, retail or teaching activities.
- 1.9 The Licensee is not permitted to reside on the Unit. The Licensee shall not be entitled to bring or keep pets in the Unit.
- 1.10 The Licence may not be assigned or possession parted with except with the prior consent in writing of the Licensor.
- 1.11 The Licensee confirms that he/she has been inducted in the Limerick City and County Authority's Occupational Health and Safety Management System and is aware of his / her responsibilities regarding same.
- 1.12 The Licensee confirms that he/she is the Licensee at the express Licence of the Licensor and not as a tenant and strictly in accordance with the terms of this Licence and that the grant of this license does not create the relationship of Landlord and Tenant.
- 1.13 The Licensee acknowledges that he/she has been afforded an opportunity to obtain independent legal advice prior to signing this agreement.
- 1.14 The Licence is personal to the Licensee only.

2. UTILITIES

- 2.1 The cost of Water and electricity are the responsibility of the Licensee.
- 2.2 In relation to refuse, where significant refuse is generated by the Licensee, the Licensor reserves the right to charge for same.

3. INSURANCE

- 3.1 To effect and keep in force public liability, indemnity limit of €6.5 million as may be necessary to indemnify the Council and Licensee against all expenses, costs, claims, demands, damages and other liabilities and hereinbefore specified and to produce to the Council the said policy or policies together with satisfactory evidence that the same are valid and subsisting and that all premiums due thereon have been paid and the insure against material damage to the Demised Premises.
- 3.2 The Licensee shall be responsible for Insurance on any of their contents including art works and shall be liable for the upkeep of any equipment, machinery, fixtures and fittings they may have in the Unit.

4. OCCUPATION OF THE UNIT

- 4.1 The Unit shall not be vacant for more than a total of five (5) weeks in any one year, save with the prior consent in writing of the Council. Any breach of this condition may result in the license being terminated by the Licensor.

5. HOURS OF OCCUPANCY

- 5.1 6am – 10pm: 7 days.

6. ACCESS

- 6.1 Via pedestrian gates – each Licensee will be issued with a key.
- 6.2 The Licence does not grant any right to park vehicles, save and except that the Licensee shall be entitled to use the car park for the purpose of delivery or collection of goods.

7. ACTIVITIES PROHIBITED

- 7.1 No activity that negatively impacts on the operation of the Library Service is permitted, e.g. unreasonable noise levels, etc.

8. NO ALTERATIONS TO THE UNIT

- 8.1 The Licensee is prohibited from carrying out any alterations to the Unit.
- 8.2 The Licensee shall not drill or hammer nails into the walls of the Unit nor deface them in any way.
- 8.3 The License shall on the expiry of the term or on vacating possession deliver up the Unit in good order and repair, wear and tear excepted.

9. SIGNAGE

- 9.1 No trading signs of any description shall be erected or displayed on or about the Unit without the consent of the Licensor.
- 9.2 No offensive posters or images to be erected in windows of the Unit.

10. CLEANING AND MAINTENANCE

- 10.1 The Licensee shall be responsible for the proper up-keep, cleanliness and safety of the Unit.
- 10.2 The Licensee shall not allow any refuse or offensive matter to accumulate in any portion thereof.
- 10.3 The Licensee shall be responsible for any damage they may cause to fixtures, fittings or structure of the Unit and shall reimburse the Licensor, the cost of making good of any such damage.

11. PERMITTED INSPECTION

- 11.1 The Licensee shall allow authorised employees of the Licensor and its agents to enter upon and inspect the Unit at all reasonable times and to carry out thereon any necessary works.

12. THREE PHASE ELECTRICITY

- 12.1 The Licensee shall not install or use three phase electricity in the Unit.

13. HEATING

- 13.1 The Licensee shall use the electric storage system only and no other source of heating.

14. DEPOSIT

- 14.1 The Licensee shall pay a deposit **of €100 refundable** having vacated the Unit and subject to compliance in full of the terms of this Licence.

15. QUERIES

- 15.1 The Licensee shall refer all queries in the first instance to the Local Librarian.
- 15.2 If the Local Librarian is unable to resolve the queries then same shall be referred to the Arts Officer for the Licensor.
- 15.3 Any disputes between the parties in relation to this Licence shall be referred to the Arts Officer for the Licensor whose decision shall be binding on the parties. If the Arts Officer is unable or unwilling to resolve the dispute then either party may refer same to the relevant Director of Services for the Licensor or such person as may be nominated by the Director whose decision shall be binding on the parties.

16. NON SMOKING

- 16.1 The Unit is a non-smoking zone and the Licensee shall not smoke in the Unit and shall ensure that any visitor or any person in the Unit shall not smoke.

17. KEYS

- 17.1 The Licensee shall understand that the Council will retain a key at all times for the Unit.
- 17.2 The Licensee shall not make duplicate keys for any person.

17.3 The Licensee will ensure that they lock the pedestrian gate when leaving the Premises.

17.4 The Licensee cannot change any lock on door or gates.

18. SECURITY AND FIRE SAFETY

18.1 The Licensee shall close windows and lock all doors in the Premises after use, alarm the Unit and lock pedestrian gate and shall comply with all regulations made in respect of the Premises.

FIRST SCHEDULE (Arts Unit)

All that and those **Unit No. X**, Cappamore Arts Studios, Cappamore, in the City and County of Limerick outlined in red on the map attached hereto together with the right to pass and re-pass over any common areas for the purpose of access to and from the Unit

SECOND SCHEDULE (Furniture, Effects & Fittings)

Inventory of Furniture, Effects and Fittings.

- Fire Extinguisher
- Belfast Sink
- Water Meter
- Water Heater
- Storage Heater

SIGNED by THE
LICENSEE:

in the presence of:

The Seal of Limerick City and County Council was affixed hereto by:

Director of Service/Approved Officer

Authenticated By:

Senior Executive Officer, Corporate Services