



ARTWORK LEASING AGREEMENT

The Zero Empty Spaces leasing program is a convenient, flexible, and economical way for clients to enjoy fine art in their homes, offices, or places of business. Leasing is also available for special events and for home staging. The leasing agreement is made directly between you (the client) and Zero Empty Spaces (the company.) No outside leasing company is involved.

This Artwork Leasing Agreement ("Agreement") is made and entered into this ___ day of _____, 2019, by and between Zero Empty Spaces. ("Company") and _____ ("Customer").

1. Leasing cost: The minimum total price of the artwork/s for a lease agreement is \$10,000. There is no limit to the number of pieces leased as long as a satisfactory security deposit is provided. Monthly payments for the leasing are 3% of the price of the leased artwork.

2. Artwork Leasing: Customer hereby agrees to lease from Company the artwork identified in the attached sales order/invoice which serves as Addendum A (the "Leased Artwork"), and as consideration, therefore, Customer agrees to pay the lease fees in the amounts and within the time frames set forth on Addendum A. Customer and Company agree that this Agreement shall apply to all artwork leased by Customer from Company and that Company may, from time to time, modify, supplement and amend Addendum A to reflect the lease or return of artwork by the Customer under this Agreement.

3. Title to Artwork: Title to the Artwork shall remain at all times with Company. No title or right to the Leased Artwork shall pass to the Customer, except the rights herein expressly granted.

4. Maintenance and Alterations: Customer shall keep the Leased Artwork in the same condition as originally conveyed by Company to Customer, in a safe environment, and shall only use the Artwork for its intended purpose.

5. Terms and Termination of Agreement: Minimum term is three (3) months (90 days) to be paid when the signed agreement is submitted. Term to renew automatically by 3-month increments unless written notice is provided by either the gallery or the client 30 days before the renewal date. Payments are nonrefundable. Maximum leasing term: there is no limit to the time that the client leases the artwork; however, only the first year leases charges will be applied as a credit if you, (the client) choose to exercise the right toward a buyout, as outlined below. This Agreement shall continue in full force and effect until:

(a) Termination: You, (the client), may purchase the leased artwork at any time. We ask that you, (the client), not de-install or move the artwork as damages may occur in the process - any such damages are not covered by our

insurance and will be deducted from your security deposit. The Leased Artwork is returned by the Customer to the Company and all amounts due hereunder have been paid. At any point after the initial 90-day leasing period, Customer may terminate this Agreement. The customer has 5 business days to inform the Company of its intent to terminate the Agreement in writing and return the Leased Artwork in its original condition to the Company. If Customer does not meet the 5-business day deadline, Company will charge Customer's credit card the appropriate lease rate for an additional month. The company does not issue prorated refunds or credits for any Leased Artwork.

(b) Purchased: You, (the client), or any of (the client) customers may purchase the leased artwork at any time. All leasing charges (excluding installation charges) will be credited toward the buyout price during the first year. At any time during this Agreement, Customer may purchase any individual Leased Artwork and 100% of all lease payments for that specific piece of artwork being purchased will be applied to the purchase order for that individual piece.

(c) Exchanged: The Leased Artwork is returned by the Customer to Company in exchange for different Leased Artwork. At any point after the initial 90-day leasing period, the Customer may return existing Leased Artwork for different Leased Artwork. This Agreement will be terminated upon the return of the Leased Artwork and a new Agreement will be contracted.

6. Security Deposit. The customer's credit card will be charged a security deposit in the amount of \$500 before taking possession of the Leased Artwork. The customer must keep a valid credit card on file during the lease term with Company. The customer's credit card will not be charged the purchase price unless the Leased Artwork is damaged or lost.

7. Installation cost: The Zero Empty Spaces installation team must install the artwork. The installation team includes two installers. The base installation charge is \$600 which entitles you, (the client), to up to 4 hours of onsite installation services. The base de-installation charge is \$720 which entitles you, (the client), to up to 4 hours of onsite de-installation services.

8. Liability: During the term of this Agreement, Customer shall be solely responsible for any loss or damage to the Leased Artwork. Customer hereby assumes and shall bear the entire risk of loss for theft, damage, destruction, or other injury to the Leased Artwork from any and every cause whatsoever. No such loss or damage shall impair any obligation of Customer under this Agreement, which shall continue in full force and effect. In the event of damage to or loss of the Leased Artwork (or any component thereof), Customer shall pay the total of the unpaid lease payments for the entire Agreement term plus the purchase price of the Leased Artwork before such loss or damage.

9. Artwork Selection: Artwork doesn't always look exactly the same on a monitor as it does in person. To avoid costly mistakes, we recommend that you, (the client), view the artwork at our gallery before leasing it.

The agreement shall terminate except for any Customer duties, as of the date such payment is received by Company.

10. Required Credit Card Information and Terms: A valid MasterCard, VISA, or American Express credit card (provided below) is required for the lease and other charges contemplated by this Agreement (including payment for the Leased Artwork in the event of loss or damage as provided in this Agreement). The customer hereby authorizes the Company to charge the credit card provided below to pay for the charges covered by this Agreement. The customer will pay in full the first 90 days of the lease before taking possession of the Leased Artwork. After 90 days, if Customer notifies Company of their intent to continue the lease for an additional 90 days (at the same terms as the original 90 days); or on a month-to-month basis at 3% of retail value for all artwork types, Company will charge Customer's credit card on the first day of the month of the continuing lease for all Leased Artwork in the amount respective to the Lease period. Company reserves the right to charge Customer's credit card for all other charges contemplated by this Agreement. Customer hereby certifies that the information provided below is true and correct as of the date given and will remain true and correct throughout the term of this Agreement. The customer agrees to promptly update the information below in the event it changes.

Credit Card Number: _____ Expiration Date: _____
Security Code: _____ (3 digits on back of card) Name as it appears on Credit Card: _____
Card Type: MasterCard VISA American Express

11. Recall of Leased Artwork: Occasionally, Leased Artwork (only originals), may be recalled by Company because of a sale. Company will, at its own expense, retrieve Leased Artwork from Customer and replace Leased Artwork with other artwork that is mutually acceptable to Customer and Company to fulfill the terms of the lease, or Customer will receive full credit for all lease payments made on the recalled Leased Artwork.

12. Default: If the Customer defaults in any performance required herein for a period of 30 days, then (i) this Agreement may be terminated by the Company, (ii) the Company shall have the right to enter the Customer's premises and remove the Leased Artwork, without notice, and (iii) the Company shall be entitled to pursue any other remedies available to it at law and in equity.

13. No Waiver: Waiver of breach or failure to strictly enforce the terms of this Agreement shall not preclude a party from asserting a subsequent or continuing breach or from otherwise requiring strict conformance with the terms of this Agreement.

14. Non-Payment: In the event legal action is necessary to enforce the payment terms of this Agreement, the Company shall be entitled to collect from the Customer any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by the Company for such collection action and, in addition, the reasonable value of the expenses spent for such collection action, as governed by the State of Washington.

15. Warranties: THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUITABILITY, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT,

MERCHANTABILITY OR INTENDED USE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, RESULTING FROM ANY FAILURE OF THE PERFORMANCE BY THE COMPANY.

16. Entire Agreement. This Agreement contains the entire understanding of the parties and shall be construed under and in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Customer Name

_____ Customer Representative

_____ Signature

_____ Date

Zero Empty Spaces

_____ Representative

_____ Title

_____ Date



ARTIST CONTACT:

Andrew Martineau

Zero Empty Spaces

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