

The Factory Creative Studios is intended to be a creative hub for artists practicing in a diverse range of mediums. We are committed to creating a community where artists can explore their practice in an environment that is vibrant and supportive. With a strong emphasis on professional practice, tenants are chosen who we believe will support the philosophy of The Factory and contribute to a rich and diverse creative culture. We hope you will not only enjoy being part of this community but are willing to contribute to creating a nurturing, exciting and rewarding environment for us all. We embrace any suggestions or ideas you might have to creating a more enriching and exciting space.

## TERMS OF CONTRACT

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### DURATION TERM

- The lease agreement is for a 12-month period from the commencement date. This may be extended after the lease has elapsed.
- The tenant has the opportunity to renew the lease at each 12-month interval for a further 12 months. The Factory reserves the right to not renew the tenancy at the end of the contract period.

### CEASING LEASE

- To cease the lease of the studio space, The Factory requires 1 month's notice from the tenant.
- If the tenant wishes to cease leasing the studio space before the 12-month period has elapsed, the tenant will be required to pay the remaining lease until The Factory secures a suitable tenant.
- The Factory reserves the right to cancel the tenancy agreement should the tenant not abide by the terms laid out in this document at any time before the 12-month period has elapsed. The Factory will give the tenant 1 months' notice to vacate the area.
- Upon vacating the premises the tenant will be required to return the studio to its original state. Failure to do this will result in the forfeit of the bond.

### LEASE AMOUNT

- Lease for the studio space will be negotiated at the commencement of the lease.
- The lease amount may increase at each lease renewal date.
- Lease amounts may differ between individual studios, depending on factors including floor area etc.
- The rent is inclusive of the following: 24 hour access, Wi-Fi, security system, kitchen facilities, communal lounge and eating area, electricity, water, council rates, building insurance, waste disposal, off street parking, access to gallery space.

### PAYMENT

- The lease payment is to be made monthly via direct debit.
- Payments made using BSB & Account Number will not incur any fees.
- Payments made using VISA/Mastercard will incur an **\$0.88c + 1.98% Charge Per Transaction + \$4.40 Rejected Transaction Fee**.

### BOND

- One month's bond is required at the commencement of the lease. This will be refunded at the termination of the lease providing the tenant has returned the studio to pre-leasing state and there is no damage to the studio.

## OCCUPANCY

- Each studio space will occupy one tenant/business only unless by arrangement with The Factory. Subletting is not permitted.
- Tenants are permitted to decorate their studio space to their own taste. Upon ceasing their lease they must return the studio space to its original state. Any decoration of the floor will need to be pre approved by The Factory.
- Tenants must not cause any interruption to other tenants working within the studio. Noise levels, dust fumes, offensive odors or work practices cannot unduly impact on other tenants. It is expected that tenants conduct themselves in a professional manner at all times while working at The Factory.
- If a tenant elects to run art classes after regular hours or on weekends as part of their practice, this needs to be in agreement with other occupants and in consultation with The Factory.
- Tenants are liable for damage caused to the property through their actions or as a result of personal equipment/appliances operation or malfunction.
- Tenants are expected to keep their studios in a tidy manner.
- Tenants are responsible for adhering to the regular duties on the cleaning roster.

## ACCESS & SECURITY

### **ACCESS**

- Tenants will have access to the studio 24hrs per day, 7 days per week.
- Tenants are not permitted to sleep on the premises of The Factory as this is illegal practice under Mornington Peninsula Shire Council's regulations.
- Tenants will be respectful of other tenant's belongings and not enter other studios without permission.
- Access to the building and studio spaces is restricted to tenants and their friends only.

- Any keys or codes provided by The Factory remain the property of The Factory and may not be copied or distributed.
- The studios are intended to be used for professional practice and not used for storage.

### **SECURITY**

- Tenants are responsible for keeping the premises locked at all times when unattended.
- Tenants are responsible for their own belongings and will need their own contents insurance. The Factory will not be responsible for any loss or damage to tenants' property and belongings.

### INSURANCE

- The tenant must ensure they secure their own insurance for their studio space. Tenants are responsible for insuring all materials, artworks and equipment kept at The Factory. The Factory is not responsible for any loss or damage to tenant's belongings under any circumstance.

### **CONTENTS INSURANCE**

- To cover the event of fire or damage originating from their studio space (eg. electrical appliances).

### **PUBLIC LIABILITY INSURANCE**

- In event of injury to a person or damage to their equipment occurring inside the tenant's studio space.
- Damage to The Factory equipment or building, or injury to visitors as a result of events within your studio (fire, falling equipment etc).

## **OCCUPATIONAL HEALTH SAFETY & ENVIRONMENT**

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### **EQUIPMENT**

- All machinery must have pre-approval by The Factory prior to use to check for power usage and noise disruption.
- All electrical equipment (hand tools, heating appliances etc.) must be tagged and tested to ensure electrically safe.
- Tenants have the responsibility to notify The Factory immediately of any conditions on the premises that are hazardous to human health or may cause damage to the building or equipment.

### **PEOPLE & ANIMALS**

- Tenants are to accept visitors to The Factory by appointment only, unless on specified 'open days' agreed to by all tenants.
- Animals are not permitted on the premises without discussion first with The Factory.
- Tenants are not permitted to be at the premises of The Factory while under the influence of drugs or alcohol. Smoking is not permitted in the building at any time.

## **USE OF AMENITIES**

### **KITCHEN**

- Tenants are free to use the kitchen and all appliances and crockery etc. providing they ensure all items are cleaned and put away following use.

### **PARKING**

- Tenant parking is situated on the premises or adjacent to The Factory on Yuilles Rd.

### **COMMUNAL LOUNGE & DINING AREA**

- Tenants have access to the communal lounge and dining area for relaxing and meals or as required for consultation with clients or large project work.
- Tenants are to keep the amenities clean in the communal areas and attend to the cleaning duties of the roster.

### **POWER & WATER**

- Tenants are to use metered utilities responsibly and not in a wasteful manner.

### **GALLERY SPACES**

- Tenants are free to display their own artwork in the gallery space after consultation with The Factory.
- The gallery space may be used for private and group exhibitions, with approval of all tenants and The Factory. Hire of gallery is 50% of normal rental rates.
- Use of the gallery for Market days is a flat fee and negotiated with The Factory.
- The selection of artists to use the studio and gallery spaces will be at the discretion of The Factory.

### **RUBBISH REMOVAL**

- Tenants have access to both general rubbish and recycling facilities. Tenants are expected to take rubbish to the main bins. Rubbish must not be left around the bins if the bins are full. Items too large to fit into the bins is the responsibility of the tenant's to remove. Artists are to move the bins to the curb fortnightly according to the duty roster.

# AGREEMENT FORM

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Thank you for taking the time to read through our Leasing Agreement Form. The terms and conditions above have been devised to ensure that The Factory is a happy space for everyone to work in.

## PERSONAL DETAILS

**NAME:** \_\_\_\_\_  I agree to abide  
by the terms stipulated above

**EMAIL:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## PAYMENT TERMS

- Rent will commence from a date agreed upon by both the tenant and The Factory.
- To secure a studio space the tenant will need to pay one months rent in advance at time of occupancy. One month's Bond is payable at the commencement of the lease.
- Rent will be paid in monthly installments direct debited from the tenant's account.

**BUSINESS NAME:** \_\_\_\_\_ **ABN:** \_\_\_\_\_

**BSB:** \_\_\_\_\_ **ACCOUNT NUMBER:** \_\_\_\_\_

**COMMENCEMENT DATE**  
**OF LEASE & DIRECT DEBIT:**     /     /     **MONTHLY TOTAL: \$**

**ALARM CODE:**     **STUDIO NUMBER:** \_\_\_\_\_

If you agree to abide by these terms please sign the attached document and return by email to [info@the-factory.net.au](mailto:info@the-factory.net.au).