

NORTH CAROLINA

DURHAM COUNTY

USER AGREEMENT

THIS USER AGREEMENT, made this _____ day of _____, 20____, by and between Liberty Arts, Inc., a North Carolina non-profit corporation (hereinafter "Owner") and _____ of _____ (hereinafter "User"), is for the use of Owner's Studio and Casting Facility located at 530 Foster Street in Durham, North Carolina.

The parties do hereby agree as follows:

1. Use of Studio. Owner grants to User a license to use a portion of Owner's studio space located in the warehouse at 530 Foster Street as follows:
 1. Description of Space. User will have the use of the following space:

 2. Basic Rental. The basic rental of studio space shall be \$35.00 per four (4) hour rental or any fraction thereof, for a period beginning _____, 20__ and ending on or before _____, 20__. The period may be extended upon mutual agreement by the parties. Any Liberty Arts personnel time required by User will be charged at \$65 per hour or fraction thereof.
 3. Payment Terms. For the use of the above space and the Casting Facility during the term of this contract, no deposit shall be required of the User for this contract period. User shall pay all charges for facilities, equipment, personnel time and supplies at stated rates at conclusion of the project and before removing his artwork from the studio.
 4. Conditions. User agrees to purchase from the Owner at rates quoted on the attached sheet, certain sculpture supplies. User will otherwise supply

his own materials and supplies and assume all operational costs not specified herein.

2. Use of Casting Facility. Owner grants to User a license to use the Casting Facility at 530 Foster Street on the following terms and conditions:
 1. Use Fees.
 - Hourly rate of \$50 for each of two workers for the pouring process. Hours determined by the size of the User's project.
 - Sand + Chemicals at \$13.50 per 50 lbs as required.
 - Sand Muller at \$5.00 per hour as required.
 - Burnout kiln at \$3.00 per hour as required.
 - Large Furnace at \$ 25.00 per hour as required.
 - Small Furnace at \$10.00 per hour as required.
 - Cast Wax at \$3.50 per pound as required.
 - Reclaimed Plasticine Clay at \$2.00 per pound as required.
 - Consumables (grinding wheels, etc) at cost as required.
 - Silica Bronze and Aluminum – Contact Liberty Arts for current price quote per pound.
 2. Payment. As specified in Section 1, paragraph 3, above.
 3. Conditions for Use of Casting Facility.
 - Scheduling. The User acknowledges that there may be occasional scheduling conflicts in using the Casting Facility, and User will cooperate with the Facility Manager in resolving any conflicts.
 - Other Users. The User will provide, in advance and in writing, the names of all persons other than user who will be working with or for the User in the Casting Facility; no one other than the User can enter the Casting Facility without the prior written consent of the Executive Director or the Facility Manager.
 - Safety Procedures. The User agrees to comply with all safety procedures and regulations as specified by the Owner, or Owner's agents or employees.

- Assumption of Risk. User acknowledges and understands the inherent dangers of metal casting and that use of the Casting Facility could possibly result in serious personal injury. User hereby releases Owner, its agents, and employees, officers, and directors from any and all liability for personal injury, death, or damage to personal property arising out of User's use of the Casting Facility. User acknowledges that he/she has sufficient knowledge and skill with regard to use of the Casting Facility in order to operate all equipment safely, and assumes all risk associated with the use of the Casting Facility.
- Ultimate Control. User acknowledges that final decisions regarding use of the Casting Facility rests with the Executive Director and/or Facility Manager, or such person as they may designate, and that User will abide by all instructions, rules, and regulations as set forth by these individuals. Such instructions, rules, and regulations may limit the number of people working in the facility, implementation of safety rules, or resolving scheduling conflicts.

3. General Terms and Conditions.

1. Indemnification of Owner. Owner shall not be liable for any damage or injury to User, or any other personal associated with or employed by User, or to any property of User, occurring on the premises or any part thereof, and User agrees to hold Owner harmless from any claims for losses or damages, no matter how caused.
2. Insurance. To the maximum extent permitted by insurance policies which may be owned by Owner or User, User and Owner, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.
3. Responsibility for Damage. User will be responsible for any damage to Owner's facilities and equipment occurring during User's use of the premises, and agrees to pay the Owner the full cost for any repairs or replacements of said facility and equipment made necessary by User's

damage. User agrees that he/she will pay promptly for each repair or replacement required when presented with documented invoices for the same. Owner is not responsible for any loss or damage which may occur to User's personal equipment, tools, materials, or artwork, and User assumes all responsibility for securing the safety of same.

4. Binding Effect. This Agreement is binding on the parties, their heirs, successors, and assigns.
5. Jurisdiction. The parties acknowledge and agree that any dispute arising out of this Agreement shall be resolved in Durham County, North Carolina, and both parties specifically submit to the jurisdiction of the Courts of said location.
6. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and may be modified only by writing signed by both parties.

OWNER:

LIBERTY ARTS, INC.

Representative of Liberty Arts

Print: _____

Title: _____

Sign: _____

Date: _____

USER:

Print: _____

Title: _____

Sign: _____

Address: _____

Email: _____

Phone: _____

Date: _____