

*Business Art Service
Prairie Art Alliance
420 South Sixth Street
Springfield, Illinois 62701
217/544-2787*

Lease Agreement

This **Lease Agreement** entered into _____, by and between the Business Art Service of the Prairie Art Alliance, 420 South Sixth Street, Springfield, Illinois 62701 (*Lessor*) and:

Business Address (Lessee)

Phone Contact

WITNESSETH:

Lessee agrees to lease from the *Lessor* those certain paintings or other works of art selected or accepted by the *Lessee* [from time to time] for the rental charges and for the period of six months as established by the *Lessor*, for display at the *Lessee's* address above stated and for no other use or purpose whatsoever, on the terms and conditions herinafter set forth:

1. The works of art which are leased [from time to time] pursuant to this agreement shall be described in the accompanying invoice, and by payment of such invoice the *Lessee* acknowledges that it received the articles therein described in good condition (except for defects noted on the margin of the invoice) and will surrender such articles on the expiration of the rental period in as good condition as when received. *Lessee* agrees to pay said charges within 30 days from date of invoice, unless other arrangements have been made.
2. *Lessee* shall have the following options, exercisable by notice to *Lessor* and payment of the purchase price or rental for an extended term, as the case may be:
 - (a) To purchase the article from *Lessor* acting as agent for the artist for the retail price stated on the invoice accompanying delivery of the article, less any prepaid rentals (not to exceed six month rental fee per piece), and any sales or use taxes occasioned by such sale.
 - (b) To extend the term of the Lease of any particular art object for an additional six month rental periods at the established rental rate and subject to the same terms and conditions applicable to the original term.

3. Both parties agree *Lessee* shall not use any art article, nor shall *Lessee* sketch, photograph, or reproduce that article for any purpose including advertising and commercial purposes, or permit any other person to do so without written permission of the artist.

4. *Lessee* shall not sub-let any art article or assign this lease.

5. *Lessee* shall not clean or repair any article or remove it from its frame or base, or remove any article from the wall. *Lessor* must approve any change or placement of article. All art work will be transported by *Lessor* to and from *Lessee's* place of business. *Lessee* is responsible for damage while art work is in *Lessee's* possession. Unconditional acceptance of the return of any article shall not be deemed to waive any claim by *Lessor* for damages occurring while the article is in the possession of *Lessee*.

6. Either party reserves the right to cancel this Lease Agreement on written notice sent by certified mail, return receipt required, addressed to *Lessee* at the premises specified above if any of the conditions of the Lease are violated by the *Lessee*, and in such event no portion of the rentals theretofore paid shall be returnable. *Lessee* shall not deny *Lessor* immediate and reasonable access to their premises to reclaim artwork, and in any event *Lessee* agrees to allow *Lessor* to reclaim artwork within fourteen days of termination date.

7. If legal action results from *Lessee's* failure to comply with this agreement *Lessee* will be subject to attorney fees and court cost in addition to any other release to which *Lessor* is entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, on the day and year first above written.

BUSINESS ART SERVICE of the
PRAIRIE ART ALLIANCE, [*Lessor*]

By _____
Authorized Representative

[*Lessee*]

By _____
Authorized Representative