

STUDIO USE AGREEMENT

THIS STUDIO USE AGREEMENT is made as of _____, 2025, by and between JUNIPER BUILDING LLC, a California limited liability company ("Owner") and _____ ("User").

WHEREAS, Owner is the owner of the building located at 6455 Juniper Road, in Joshua Tree, California (the "Property"); and

WHEREAS, Owner wishes to make portion(s) of the Property designated from time to time by Owner as studio space (the "Studio") available to User, on a non-exclusive basis and in conjunction with other users, as an arts/crafts studio and workshop, on the terms contained herein;

NOW, THEREFORE, Owner and Use agree as follows:

1. FACILITY FEE. User shall pay to Owner a facility fee based on the level of services that User selects (subject to availability), as provided in the Fee Schedule attached hereto (the "Facility Fee"). Payment of the Facility Fee shall be made on or before the first day of each month, in cash or by personal check to Owner at the address designated by Owner from time to time. If a check is returned to Landlord for insufficient funds or other cause within the control of User, a \$50.00 handling charge will be imposed on User, and thereafter only cash or certified or cashier's checks will constitute acceptable form of payment. The Facility Fee for any partial month shall be prorated based on the actual number of days in the month.

2. SERVICE LEVELS. User shall have the non-exclusive right to use the Studio for the creation of artistic works, based on the level of services that User selects subject to the terms of this Agreement. Except for furniture, fixtures and equipment (each an "Amenity") that is assigned to the exclusive use of another user, User may use any Amenity in the Studio from time to time; provided that (a) any other user making use of any specific Amenity may continue to do so for as long as that user's session continues, (b) Owner shall have the superseding right to any use Amenity at any time, and (c) Owner may remove any of the Amenities at any time, either temporarily or permanently, and with or without replacing that Amenity. Owner may close the Studio at any time for any reason. If any such closure continues for more than two (2) days, Owner shall refund a portion of the User's Facility Fee for that month equal to the product of that month's Facility Fee multiplied by number of days the Studio was closed and divided by the number of days in that month.

3. TERM. The term of this Agreement shall be one (1) month, and shall automatically renew on a month-to-month basis unless either party gives notice of termination before the expiration of the applicable month; except that, if this Agreement does not commence on the first day of a month, the first month shall include the immediately preceding partial month. Notwithstanding the foregoing, Owner shall have the right to terminate this Agreement at any time in its sole discretion immediately upon notice to User. If Owner so terminates this Agreement before the end of a month, Owner shall refund to User the prorated portion of the Facility Fee that User paid for such month. Within twenty-four (24) hours of providing or receiving notice of termination, User shall remove all of User's Personal Property (if any) from the Property.

4. PERSONAL PROPERTY. Unless User contracts for a service level that provides a locked storage unit, Owner does not provide separate storage space for User's artwork, supplies, equipment, and other personal property ("Personal Property"), and User shall not leave its Personal Property in the Studio when User is not present. User will bring Personal Property into the Studio at its own risk. Neither Owner nor its agents, employees or invitees shall be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks in or from any part of the Property from the pipes, appliances or plumbing works or from the roof,

street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, whether or not similar to the foregoing causes, regardless of whether or not the result of the negligence of Owner or that of its agents, employees or contractors. User has been advised to obtain insurance on all of User's Personal Property while it is on the Property. Owner shall have the right to require User to immediately remove any of User's Personal Property that Owner deems to be dangerous, hazardous, or likely to use excessive amounts of electricity or water, or result in the presence of unacceptable substances on or about the Property or in the sewer pipes serving the Property.

5. CONDITIONS OF USE. User shall keep the portion of the Studio currently being used by him/her in a reasonably neat, clean condition, consistent with the type of work User is doing, and shall not allow User's work to cause any other portion of the Studio to become dirty, messy or unsightly. User shall not create a nuisance or disturb Owner or any other user of the Studio. No animals are allowed in or on the Property, except legitimate service animals (dogs). User will be required to remove its service animal if the animal is not housebroken or is out of control. No sleeping is allowed in the Studio.

6. COMPLIANCE WITH LAWS. While in or about the Property, User shall comply with all laws and other governmental requirements applicable to User's activities. User shall not use, generate, release, discharge, store, dispose of, or transport any materials regulated as toxic or hazardous by applicable law on, in, or about the Property.

7. INSURANCE. So long as this Agreement is in force, User shall maintain a commercial general liability insurance policy insuring Owner and User against any and all damages and liability on account of or arising out of bodily injury or property damage in or about the Property in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 combined single limit, with contractual liability endorsement. Prior to entry onto the Property and at Owner's request from time to time, User shall provide Owner with a certificate of such insurance evidencing such coverage.

8. WAIVER OF SUBROGATION. Owner hereby agrees to waive or release all rights of recovery or subrogation against User, and User hereby agrees to waive or release all rights of recovery or subrogation against Owner and its officers, directors, members, agents and employees, for damage to or destruction of real or personal property caused by perils insured against in the standard "special form" property insurance policy or insured against by insurance actually carried by the waiving party (whichever coverage is greater).

9. SIGNAGE. Except as permitted under the Fee Schedule, User shall not place or install any signs indicating User's presence at the Studio, or advertising User's artwork or creations, anywhere in or on the Property.

10. NO ASSIGNMENT. User shall have no right to assign its rights under this Agreement, and shall not allow any other person to access the Studio unless in the presence of User.

11. RULES AND REGULATIONS. Owner shall have the right from time to time to adopt, amend, and delete rules and regulations relating to the Studio and its use, and User shall strictly comply with any such rules and regulations and cause any guests of User to do the same. Specifically, but without limitation of the foregoing, Owner shall have the right to limit the number of users of the Studio at any one time.

12. INDEMNIFICATION. User shall indemnify, defend (with counsel acceptable to Owner) and hold harmless Owner and its officers, directors, members, agents and employees from and against all claims, cost, loss, liability, damage and expense (including attorneys' fees) to the extent arising from the acts or omissions of User or any guests of User or User's use of the Studio or the presence of User or any guest of User on the Property.

13. ATTORNEYS' FEES. In the event of any action at law or in equity between Owner and User to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such litigation covenants and agrees to pay to the successful party all cost and expenses, including actual attorneys' fees incurred in good faith therein by such successful party, which shall be included in and as a part of such judgment.

14. MISCELLANEOUS. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein. This Agreement shall be governed by and construed in accordance with the laws of the state of California (without giving effect to conflict of laws provisions). Each party hereby expressly consents to the personal jurisdiction of either the California courts or the United States District Courts located in the State of California and agrees that any action relating to or arising out of this Lease shall be instituted and prosecuted only in the Municipal or Superior Court of the County of San Bernardino or the United States Federal District Court for the Central District of California. Each party waives the right to trial by jury to the fullest extent allowed by law. In the event of any default by either party under this Agreement, the non-defaulting party shall be entitled to all rights and remedies available at law or in equity (including without limitation in the case of Owner, the right to bring an unlawful detainer action). In any such action, neither party shall be entitled to recover incidental, consequential or punitive damages, or damages for lost profits or income.

IN WITNESS WHEREOF, Owner and User have executed this Agreement as of the date first set forth above.

OWNER:

USER:

JUNIPER BUILDING LLC, a California limited
liability company

By Mark Walsh
Its Owner

FEE SCHEDULE

SERVICE LEVELS

LOW

Fee per month: \$ _____
Storage/use rights: None
Access rights: 8:00 am - 6:00 pm, 365 days/year
Key provided? No
Guests permitted: None
Signage rights: None

MIDDLE

Fee per month: \$ 300.00
Storage/use rights: _____ (subject to availability)
Access rights: 24 hours/day, 365 days/year
Key provided? Yes
Guests permitted: User's clients, students and assistants only
Signage rights: None

HIGH

Fee per month: \$ _____
Storage/use rights: Exclusive: 100 sq ft space
Non-exclusive: _____ (subject to availability)
Access rights: 24 hours/day, 365 days/year
Key provided? Yes
Guests permitted: User's clients, students and assistants only
Signage rights: No

All fees are subject to increase. Fee increases become effective the first day of the month following the month in which notice of increase is given. Owner will endeavor to provide notice of any fee increase by the 15th day of the month preceding the effective date of increase.