

**LOU LOU, LLC**  
**ARTIST COTTAGES at Orleans Market Square**  
LICENSE AGREEMENT  
2019

**Name:** \_\_\_\_\_

**Business name:** \_\_\_\_\_

Payments (made payable to Lou Lou, LLC) and License agreements should be mailed to: Lou Lou, Inc. PO Box 65, Orleans, MA 02653.

I, Todd G. Thayer, Manager of Lou Lou , LLC, 8 Academy Place, Orleans, Massachusetts, 02653, 508-255-1655 hereby give permission to, \_\_\_\_\_ (hereafter known as Artist), to use A Cottage located at the Artist Cottages at Orleans Market Square, adjacent to the Orleans Farmer’s Market located at 21 Old Colony Way, Orleans MA, for the term specified on the invoice.

1. Permission terminates and is withdrawn upon (a) any change in user or use, (b) attempt at voluntary or involuntary transfer of use of the cottage by the artist, or (c) revocation of permission by Lou Lou, LLC in which event Artist shall immediately cease using and vacate the Cottage.
2. The permission extended cannot be transferred or assigned to any other person WITHOUT PRIOR CONSENT OF BOARD OF DIRECTORS.
3. Lou Lou, LLC or its designee has the right to approve in advance all improvements, and if the Artist fails to obtain such approval, to cancel and rescind this license.
4. Artist must maintain the Cottage and the grounds immediately surrounding it in good order and repair, and upon failure to do so permission may be with- drawn and the license cancelled and rescinded.
5. Artist is required to maintain the hours of operation specified;

For the Shoulder Season Weekends; the Cottages will be open: Friday 12:00-4:00 p.m.; Saturday 9:00 a.m. – 4 p.m; Sunday from 10:00 a.m. to 4 p.m.; Holidays 10:00 a.m. to 4 p.m.

Full Season we will be open: Wednesday to Friday 3 p.m.- 8p.m.; Saturday 8:30 a.m. - 5:00 p.m.; and Sundays and Holidays 10 a.m. to 4 p.m., except during severe, inclement weather which would place the safety of Artist and his or her work in jeopardy. Failure to be open to the public during this period could result in cancellation and rescission of this license. Closing for a one- hour break during full season on a rotating basis.

7. This is a license only that is revocable at by LICENSOR at will and as otherwise specified herein and does not create expressly or by implication any property, prescriptive, adverse possession, or other rights to the cottage or surrounding area.

8. Artist may only display and sell artwork as approved during the jury process. The selling of food, and products bought or obtained for resale is expressly prohibited.

This License is subject to the Terms and Conditions set forth in the Program Overview for the Artist Cottages at Orleans Market Square, 2019.

9. Artist is required to submit a report within five days after the termination of this license that includes the number of visitors, number of sales and the total revenue dollar amount for the period of cottage operation. The reports should be sent to Lou Lou, LLC, 8 Academy Place, Orleans, MA, 02653 Attn: Janice or [janice@capecodbrokerage.com](mailto:janice@capecodbrokerage.com).

10. Insurance Certificates should be returned with this contract or not later than 30 days prior to your 1<sup>st</sup> move in date.

11. Payment is due with the signing of this contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_

Todd G. Thayer, Manager

Lou Lou, LLC

By signing below, I agree that I will occupy my cottage as assigned, will adhere to the program outline and understand that this is a mutual agreement that there are **no refunds** on contracted cottages.

\_\_\_\_\_

Artist

\_\_\_\_\_ 2019

Date

GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

, (**"ARTIST"**) in consideration of permission granted to me by Managing Agent or its designee of Lou Lou, LLC as set forth in the Cottage License to which this is attached, releases Lou Lou, LLC from any and all claims, demands, actions and causes of action, whether known or unknown, arising out of the use of the permitted area and/or the premises at The Artist Cottages at Orleans Market Square, Old Colony Way, Orleans and to indemnify and hold harmless the said Lou Lou, LLC from any and all claims of any person(s) with respect to the use of the permitted area and/or the premises, and in the event any such claims arise, will at my expense defend Lou Lou, LLC against said claims.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

Artist

I have attached a Certificate of Insurance naming Lou Lou LLC as additionally insured or I agree that I will submit my Certificate at least 30 days prior to my first contracted move in date.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

Artist