

ARTIST IN RESIDENCE STUDIO AGREEMENT

Please return studio agreement with payment of \$_waived_rental fee

Date: <u>2/6/23</u>
This agreement represents an arrangement between the Art League of Ocean City (ALOC) and Artist in Residence "Artist" named below. The following agreements apply to all use by the Artist of the Ocean City Center for the Arts studio space for any purpose. If the Artist fails to uphold any of the following agreements, the Artist's studio privileges may be revoked.
STUDIOABCD _xE
MONTHLY RATE: \$_waived COMMISSION RATE: _30%_retained by ALOC
RENTAL PERIOD <u>June 2023</u> ; artwork in: Tuesday May 30, artwork pickup: Sunday July 2
ARTIST'S NAME
ADDRESS
PHONE (HOME) PHONE (CELL)
EMAIL:
EMERGENCY CONTACT:
PHONE:RELATIONSHIP:
METHOD OF PAYMENT: CASH CHECK CREDIT CARD CREDIT CARD # (VISA, MC, DISCOVER, AMEX) EXPIRATION DATE Security Code:
"Clayapalooza" Artisan Marketplace: <u>First Friday June 2, 5-7pm.</u> Please RSVP below: YES I plan to set up at the marketplace. NO I am unable to participate.
ART LEAGUE OF OCEAN CITY By: By: Rina Thaler, Executive Director

ARTIST IN RESIDENCE STUDIO AGREEMENT – Page 2 Terms of Agreement

The ALOC operates the Ocean City Center for the Arts, 502 94th Street, Ocean City, Maryland. The upstairs has five (5) studios available for "Artists in Residence". Studios A, B, C & D are available for 12 month periods. Studio E is available on a monthly basis.

- 1. Studio fees are due the 1st of the month. The ALOC reserves the right to remove artists whose fees are more than 2 weeks late.
- 2. Any classes or demonstrations held by the Artist in the studio must be arranged through the ALOC, with fees paid to the Art League.
- 3. Utility and security costs are included in the fee for each space. Each space includes a sink, a window, a hanging system on the long wall, and Wi-Fi capacity. There are no supplied phones in any studio space.
- 4. All studios shall be open daily in accordance with the hours of operation of the Ocean City Center for the Arts. Other hours must be arranged with the Executive Director. All property of the artists must be stored within the studio. No storage space outside of the studio will be provided.
- 5. Studios may be renewed on a space available basis. Artists should notify the Executive Director 60 days prior to the expiration of their residency of their desire to renew.
- 6. Smoking, lit flames, the use of illegal drugs and substances, and firearms are prohibited both inside and outside the building on the grounds.
- 7. The Artist must comply with the ALOC hanging guidelines and may not attach anything to the walls using tape, nails or any other method that will damage walls without written permission from the Executive Director.
- 8. All artwork exhibited in the studio must be sold through the Art League of Ocean City, Inc. at a _30___% commission rate. Art sales checks are issued at month end.
- 9. Artists in Residence spaces may be occupied by multiple artists with written consent. Each artist must complete an application and be approved by ALOC. Upon approval, each artist must complete a studio agreement and submit security deposit.
- 10. Artists are requested to be in their studios open and available for visitors at the First Friday Reception, during special events and when new gallery shows are opened.
- 11. The ALOC is not responsible for any lost, stolen, or damaged property belonging to the Artist utilizing the facility, and shall not assume any responsibility for personal injury which may occur during the use of the facility.
- 12. The Artist shall assume all risks incident to or in connection with the studio and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the activity or conduct of Artist's operation.
- 13. The Artist is liable for any and all damage to the building associated with the artist's activity and must report any damage to the staff of the ALOC as soon as possible.
- 14. The Artist must leave the studio area clean and litter free on a daily basis and must deposit all trash and refuse generated by my use into the appropriate waste containers provided. Artists are responsible for cleaning the floors of their studios.

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- 15. The Artist will be assessed a charge of at least \$50.00 for the clean- up of the studio if, in the opinion of the staff, the studio is not returned to the condition in which it was found at end of term. The actual cost of repair of damages to the studio will determine the cost that will be assessed for damage The Artist agrees to pay all clean-up and/or repair fees assessed by the ALOC.
- 16. All property belonging to the Artist must be removed from the facility immediately following the termination of this Agreement, unless other prior arrangements have been made with ALOC.
- 17. The ALOC also reserves the right to remove and dispose of any remaining property belonging to the Artist at the expense of the Artist at termination or default of the agreement
- 18. The Artist herby expressly agrees to defend and save the ALOC, the Town of Ocean City, their officers, agents, employees and representatives harmless from any penalties for violation of any law, ordinance, or regulation affecting his or her activity and from any and all claims, suits, losses, damages, or injuries directly or indirectly arising out of or in connection with the permitted activity or conduct of its operation or resulting from the negligence or intentional acts or omissions of the Artist or agent.
- 19. In the event of early termination of agreement, the artist forfeits the security deposit.
- 20. Use of volatile compounds in the studio is prohibited. All paint and solvents must be disposed of properly and may not be poured down the sinks.
- 21. Artists in residence are granted use of the kitchen equipment provided they keep it clean.
- 22. In the unlikely event of casualty to the building, this agreement is terminated and the fees will be apportioned to the time of damage, unless the fault of the artist.

This is the entire agreement between the parties and can only be changed in writing and signed by both parties.

By signing this agreement, I hereby acknowledge my acceptance of, understanding of and pledge of compliance with the terms of this agreement.