

# efa STUDIO PROGRAM

## STUDIO SHARE AND ABSENCE SHARE RULES

EFA Studio Program (EFA Studios) is one of the three major programs of The Elizabeth Foundation for the Arts, a 501(c)(3) nonprofit public charity. EFA Studio Program is located in the EFA Center at 323 West 39th Street, New York, NY 10018.

### A. General Guidelines

1. EFA Studio Program allows EFA Member Artists and Short Term Artists to invite one non-member artist to share their studio (Studio Share) or occupy their studio for a leave of absence (Absence Share, no more than four months.)
2. All shares must be interviewed and approved of by EFA Studio Program Director before they move in. All shares must be visual professional artists.
3. EFA Member Artists are responsible for their shares and will be penalized for any damage to the studio or misconduct by a share. Studio shares are considered guests in the building.

### B. Fee/Payment

1. EFA only accepts fees from EFA Member Artists. Payment for cost sharing is strictly between EFA Member Artist (host) and Studio Share/Absence Share artist (guest).
2. EFA Member Artist may not profit from shares. Studio shares and Absent Shares should be paying equal to less than the full cost of the studio.

### C. Studio and Building Use

1. Purpose: Each occupant shall be limited to using the studio for activities directed to the creation of works of visual art for the development of the occupant's skills, talents and abilities as a visual artist. Occupants shall use studio space for the making of art only.
2. One shall not conduct, or allow to be held in the studio or building any public exhibitions, except :
  - a. Temporary visits by one or several persons from time to time, such as other artists, friends, gallery dealers, or other potential individual art purchasers are not prohibited;
  - b. Scheduled visits by groups of invitees to attend prearranged showings of the works of the occupant are not prohibited, provided that
    - i. Such showings do not involve auctions, works being tagged with prices, or posting of written price lists, or have as a principal or predominant feature any other type of direct sales efforts, and
    - ii. Plans for scheduled visits described in rule C. 2b. shall be approved in writing by the Director of EFA Studios one week in advance of the scheduled date by the EFA Member Artist (host).
3. No occupant shall abuse alcohol, or consume or possess, or allow others to consume or possess, illegal drugs in the studio or anywhere in the building, and no occupant shall engage in or permit others to engage in dangerous or unlawful acts.
4. Occupants shall at all times have a place of residence other than the studio space being provided by EFA Studios, and shall not, whether on a permanent or temporary basis, reside in the studio or any other portion of the building.
5. No occupant, under any circumstances, turn over, lend, or otherwise permit use in any manner of the key(s) or access code(s) furnished by EFA Studios for access to the building and/or studio.

6. No occupant shall cause or allow others to cause the presence of dangerous or highly flammable materials in the studio or building.
7. No occupant shall create or allow to be created, any kind of nuisance or engage in, or allow to be engaged in, any action, which would interfere with other activities or participants in the building.
8. No occupant shall keep any exposed or improperly stored food in the studio or common areas that could attract insects or rodents.
9. No occupant shall install or maintain in the studio, any cooking or kitchen equipment or electrical hot plates or other electrical or mechanical apparatus (excepting computer and computer related peripheral equipment, typewriter, light board, sound equipment, and clock) unless such items shall first have been listed with, and approved in writing by EFA Studios.
10. All motorized vehicles are prohibited inside the building. This includes but is not limited to electric scooters, e-bikes, hoverboards, electric skateboards, Onewheels, and electric unicycles (EUCs).
11. Occupants agree to comply with any and all additional rules and regulations regarding the use of the studios and building as are posted from time to time by EFA Studios.
12. Any conflict regarding the shared space, payment, or negligence is the responsibility of the EFA Member Artist (host). EFA Studio Program administration is not responsible for resolving any disagreement between Shares (guest) and EFA Member Artists (host).

#### **D. Hours of Access**

1. EFA Member Artists have access to the building twenty-four (24) hours a day, seven (7) days a week. At their discretion, shares may use the studio outside of regular building hours.

#### **E. Keys and Locks**

1. EFA Member Artists are allotted 2 radio keys; it is their responsibility to obtain and return a radio key for any Studio Share or Absence Share.
2. No occupant shall place or cause to be placed any additional lock(s) on a studio door. Occupants shall not tamper with or change the existing lock.
3. EFA Member Artists agree to reimburse EFA Studios for cost incurred by EFA Studios due to lost or misplaced keys, need for re-keying, or damage to key pad panels or locks.

#### **F. Common Areas**

1. In addition to the right to use the assigned studio space, one shall have the right to use the common areas, e.g., kitchenette, bathrooms, hallways, freight and passenger elevators, etc.
2. Each occupant shall respect such common areas, use them only for the intended purposes, and shall do his/her part to keep such areas clean.
3. Any personal items or equipment left in the common areas are left at one's own risk. Each occupant shall hold EFA Studios, The Elizabeth Foundation for the Arts and The 323 W. 39th Street Condominium harmless for any loss of, or damage to, personal items that are left unattended in any common area.
4. Occupants shall not engage in any disruptive activity in such areas, and shall comply with any and all rules and regulations for the use of such areas as are posted from time to time by EFA Studios.
5. Occupants who abuse their use of the common areas can, at EFA Studios' sole discretion, be barred from further common area usage, or are subject to paying a fine or an increased fee.

#### **G. Condition, Upkeep and Alteration of Building and Studios**

1. EFA Studios makes no warranties of any kind as to the condition of the building or studios and shall have no obligations of repair or maintenance.

2. Each occupant shall inform EFA Studios promptly, in writing, in the event that the occupant notices or otherwise becomes aware of the need for any repair or maintenance of the building or studios.
3. Each occupant shall be responsible for the upkeep of the assigned studio and shall return the studio to the condition in which it was received by the last day of the assigned term of studio occupancy.
4. No occupant shall make any physical alteration of the assigned studio without written approval by the Director of EFA Studios. Any alterations to the assigned studio shall be removed to the satisfaction of the Director of EFA Studios before the end of the term of occupancy unless otherwise agreed in writing by the Director of EFA Studios.

#### **H. Building and Studio Appearance and Accessibility**

1. The halls, elevators and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the studios.
2. Do not under any circumstances obstruct the closure of stairway doors. This includes doorstops, tape on the locks, string or wires. NYC Fire Code requires that these doors stay closed in order to contain fires. Violation of this rule will result in fines and/or termination of agreement.
3. The public halls, stairways and the basement and roof, shall not be used for storage. No bicycles, scooters, baby carriages or similar objects shall be allowed to stand in public halls, passageways or common areas of the building. Any large items for trash (crates, planks of wood, glass or other objects) must be properly packaged (i.e. broken glass is wrapped in paper so as to not pose a risk to anyone's health) and the member must notify maintenance by sending an email to [maintenance@efanyc.org](mailto:maintenance@efanyc.org) a day in advance. A disposal fee may be applied, in certain cases.
4. Occupants shall not attach, affix, paint or exhibit any signs, decorations or artwork in any window or on any door of the assigned studio or in any hallway or place in the building.
5. Occupants name plates and studio numbers will be provided and affixed by EFA Studios.
6. EFA Studios shall have the right (but shall not be obligated) to enter any occupant's assigned studio, in any emergency at any time, and, at other reasonable times, to examine the studio and to make such repairs, replacements and improvements as EFA studios may, in its sole discretion, deem necessary.
7. Throughout the term of occupancy, EFA Studios shall have the right to enter the studio at reasonable hours for the purpose of showing the studio to prospective EFA studios occupants or authorized persons .

#### **I. Timely Termination of Tenure**

1. Occupants must vacate the studio by the last day of the term and studio assignment; the date defined in the signed share agreement.
2. Occupants agree to remove all personal belongings and unused personal supplies by the last day of the studio assignment, the date defined in the signed share agreement.
3. Tenure may be canceled at any time, with or without cause, by the occupant or by EFA Studios with two weeks notice

#### **J. Heating, Air Conditioning, Lighting**

1. Heating
  - a. EFA provides building wide heating based on the NYC weather temperature regulations.
  - b. Do not place anything on, or lean anything against, the studio radiator.
  - c. If the radiator is leaking, notify an EFA Studios staff person and the Building Super.
  - d. Do not place anything on the studio floor that could be damaged by water.

- e. Do not place anything on, or lean anything against, the radiator.
2. Air Conditioning and Fresh Air
  - a. The fan system provides air into the studio from a fresh air intake.
  - b. The A/C instructions (placed in each studio prior to the start of the cooling system each spring) must be understood and followed. Ask the Building Super for help if you do not understand the instructions.
  - c. Do not place anything on the floor or under the ceiling mounted A/C unit that could be damaged by water.
  - d. EFA provides individual Air Conditioning units as an additional amenity. Air Conditioning is not guaranteed.
3. Lighting
  - a. Do not attach anything to the ceiling light hood.
4. EFA Studios staff provides a handout to members about proper usage of the heating and Air Conditioning units. Members are required to adhere to these instructions.
5. Members will not be reimbursed for any days that heat or Air Conditioning is not provided. EFA Studios is a non-profit membership community of licensees and not a commercial rental.

#### **K. Insurance**

1. No occupant shall do or omit the doing of any act, which would vitiate any insurance, or increase the insurance rates of The Elizabeth Foundation for the Arts or The 323 W. 39<sup>th</sup> Street Condominium, in force upon the building.
2. Occupants are responsible for obtaining their own insurance for personal and professional contents that are placed in occupant's assigned studio
3. Occupants shall name The Elizabeth Foundation for the Arts and The 323 W. 39<sup>th</sup> Street Condominium as additional named insured on any general liability insurance policy issued to the occupant for the occupant's possessions in the assigned studio.

#### **L. Indemnification**

1. The Elizabeth Foundation for the Arts, EFA Studios and The 323 W. 39<sup>th</sup> Street Condominium shall not be liable to any occupant or to any guests or invitees of occupants for any personal injury, property damage or loss, or other claim for damage occurring to them in, on, or about the building.
2. Each occupant assumes all liability, and agrees to hold The Elizabeth Foundation for the Arts, EFA Studios and The 323 W. 39<sup>th</sup> Street Condominium harmless from any such injury or damage to any person or property of such person or other claim for damage or loss occurring on, in, or about the building.

#### **M. Loss of Building Use**

1. If fire, other casualty or any other cause should render the premises unusable by EFA Studios, the occupant shall be liable for fees up to the time of the casualty, and the occupant shall indemnify and save harmless The Elizabeth Foundation for the Arts, EFA Studios and The 323 W. 39<sup>th</sup> Street Condominium against and from all liabilities, obligations, damages, penalties, claims, costs and expenses. EFA Studios reserves the right, at its sole discretion, to cancel any agreement if such fire, casualty or cause should occur.
2. Should the whole or any part of the building be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Should the building be so condemned, The Elizabeth Foundation for the Arts, EFA Studios and The 323 W. 39<sup>th</sup> Street Condominium shall not be liable to occupants except and as their rights are presented in the immediate preceding sentence.

**N. Liens**

1. No occupant nor anyone claiming by, through, or under the occupant shall have the right to file or place any mechanic's lien or other lien of any kind whatsoever upon the building or any part thereof.
2. Notice is hereby given that contractor, subcontractor, or anyone who may furnish any material, service, or labor for any additions or changes to an occupant's assigned studio shall at no time be entitled to any lien thereon.

**O. Misc.**

This is a share agreement and is not associated with the EFA Studios. Share occupants are at no time guaranteed a space in the EFA Studios.

**P. Notices**

Notices shall be considered given under the terms of these "Studio Share and Absence Share Rules" when sent to the email address designated in the share agreement, sent to the designated mailing address postage prepaid, by registered or certified mail, return receipt requested, from government mail agency and so deposited in a government mail box, or when delivered in writing in person by the member to the Director of EFA Studios, or delivered in writing in person by an EFA Studios staff member to the occupant.