

3/19/2008



**Fitchburg Cultural Alliance
Artist's Cooperative Studio
FCAAC
*Application Packet***

The Fitchburg Cultural Alliance, a non-profit organization, oversees FCAAC. The Cooperative called Rollstone Studios located at 633 Main Street presently consists of adequate space for 4-6 artists and a common area for meeting and designated activities. This building will generally be open to the public for 20 appointed hours per week. A meeting space will also be made available on a monthly basis, usually the first Wednesday of the month to the Fitchburg Cultural Alliance. These spaces are also available for exhibits and sales, meetings, small performances (poetry, music, puppetry, etc) ceramics, photography, drawing, painting, creative writing, art demonstrations and classes.

In exchange for the nominal fees asked of the FCAAC, and due to a great demand for such discounted space, resident artists are expected to make active use of their studios. The FCAAC has defined active use to mean a minimum average of twenty hours of productive effort each month. Resident artists are required to participate fully in a designated Open Studios Weekend during a scheduled city event and schedule art exhibits two-times per year representing the public and private schools as well as local artists. In addition, artists are expected to contribute time and talent to community service projects as an active FCA member.

To comply with the master lease between the building's landlord, and the FCA we will not accept as tenants, artists who have employees or paid apprentices. A volunteer Screening Committee consisting of FCA members and current tenants will review applications. Evaluation will focus as much on your willingness to participate in the FCA activities and on the integrity of your individual artistic pursuits. You will be informed of the committee's recommendations, and if accepted, placed on a waiting list.

If you have any questions, please call the Jennifer Jones, President of FCA at 978-343-6714 or write to: FCA c/o Jennifer Jones, 376 South Street, Fitchburg, MA 01420.

3/19/2008

FCAAC
Fitchburg Cultural Alliance Artist Cooperative
Application Form and Questionnaire

The mission of the **Fitchburg Cultural Alliance Artist's Cooperative** hereafter referred to as **FCAAC** is to offer residents of Fitchburg and neighboring communities opportunities to participate in the arts, and to provide an environment in which working artists can develop and share their creativity.

Artists wishing to join the **FCAAC** are asked to complete the following form and mail it together with \$25.00 to be used as a non-refundable studio application and FCA membership fee. Also include a resume, and five samples of your work (slides, photographs, CD, manuscripts, etc.) Please identify your samples with your name, title of work, dimensions, media, and date of work. All work is sent at your own risk.

Screening Committee
Fitchburg Cultural Alliance
c/o Jennifer Jones - FPS
376 South Street
Fitchburg, MA 01420
978-343-6714

You will be informed of the committee's decision, and, if accepted, placed on a waiting list and notified when a space becomes available. Size of space varies.

Each artist is required to pay a \$100.00 security deposit and a prorated utility and maintenance cost as outlined in Artist Occupancy Agreement.

Date_____

Name_____

Address_____

Phone Number_____

E-mail:_____

APPLICANT QUESTIONNAIRE
(This must be completed and attached to Application Form)

- 1.) Why do you wish to rent studio space at the **FCAAC**?

- 2.) Please describe in detail all artistic activities for which you will use your studio. (Under no circumstances will the **FCAAC** accept as a tenant anyone who has or expects to have paid apprentices or employees.)

- 3.) Do you wish to use your studio for any other activities, i.e. workshops, classes, celebrations, and meetings? (Please be specific and detailed).

- 4.) How long do you anticipate leasing studio space at the **FCAAC**?

- 5.) What by-products will your activities create such as noise, dust, vibrations? Also, do you use any mechanical equipment, heavy equipment, or toxic materials?

- 6.) Please list any particular requirements, sensitivities, or special needs you may have in your environment such as quiet, lighting, wheelchair access, etc.

- 7.) How much time will you spend in your studio? Please give your answer in the number of hours per/day and number of days per/week to help satisfy the 20 hour Open Studios during the week.

- 8.) Do you currently have workspace available to you? If so, describe your current workspace.

3/19/2008

9.) Please describe how, as a tenant, you would participate in the mission of the **FCAAC** as stated in the first paragraph.

10.) If you are accepted into the **FCAAC Studio**, you will be expected to participate in the designated Open House Exhibit each year, in which your studio is open to the public. You will also have the opportunity, on a voluntary basis, to participate in various community and art center events. Please check your areas of interest on the following list:

- Teaching
- Program development
- Demonstrations (i.e. at open houses)
- Apprenticeships (under **FCAAC Studio** guidelines),
- Tours of the **FCAAC Studios**
- Participation in the **FCAAC Studio or FCA** committees
- Discussion groups with local and visiting artists
- Other (please describe)

11.) Please attach your most current resume and photographs of your work. If your resume does not reflect all shows, exhibits, and demonstrations in which you have participated in the past twelve months, please list them here. Be specific: give names, dates, honorariums, etc. **[NOTE: Storefront Artists must have participated in a juried show. All artworks must be original and not created from a kit.]**

12.) We are interested in having as diverse an artistic population as possible. If you care to include your cultural background, we will add that information to our decision making process.

If you have any questions, please call us. Thank you. 978-343-6714



Fitchburg Cultural Alliance
MEMBERSHIP
APPLICATION FORM

Mission Statement: *The Fitchburg Cultural Alliance will be a vibrant force with a vested interest in the advancement of the arts and culture in the Fitchburg community and North Central Massachusetts region.*

Organization Name: _____

Individual Name: _____

Address: _____

Contact Information:

Home: _____ Work: _____

Fax: _____

Email: _____

Website: _____

Of the following committees and developing areas of the Alliance which one most captures your interest and participation? (Please circle)

Arts Calendar, Artist Directory, Communications/Marketing, Community Outreach, Educational Programming, Events, Fund Raising-Finance, Grant Writing, Membership, Newsletter or Website Development

Individual Membership* \$25.00 _____

Please attach a current resume, examples of your work and references.

*Applicants interested in FCA StoreFront space must **also** complete an FCAAC Applicant Package.

Organizational Membership \$50.00 _____

Please submit this application to:

Fitchburg Cultural Alliance
 c/o Jennifer L. Jones - FPS
 376 South Street, Fitchburg, MA 01420
 978-343-6714 Office Phone/FAX

3/19/2008

ARTIST USE and OCCUPANCY AGREEMENT

Tenant: Fitchburg Cultural Alliance
c/o Jennifer Jones - FPS
376 South Street
Fitchburg, MA 01420

Occupant:

Premises: Rollstone Studios, 633 Main Street
Fitchburg, MA 01420

This Use Agreement dated _____ by and between the Fitchburg Cultural Alliance (FCA) and _____, ("Occupant"). FCA leases the premises at 633 Main Street, known as Rollstone Studios and makes available for use approximately 5,000 square feet within the building as shown on attached Exhibit A.

1. Term.
 - A. FCA hereby grants the right to use the Premises to Occupant beginning _____.
 - B. The Tenant or Occupant may terminate this agreement at any time provided that the notice of termination must be provided, in writing, to the other party fifteen days (15) in advance of termination. Notice shall be to the other party at the addresses listed below. Any fees paid after the service of the notice to terminate the tenancy shall be for use of occupancy only and not be construed to create a new tenancy.

If to FCA to:
Jennifer Jones
376 South Street
Fitchburg, MA 01420

If to Occupant to:

2. Successors and Assigns
This Use Agreement may not be assigned by either party without prior consent of the other party.
3. Indemnification
The Occupant agrees to hold Fitchburg Cultural Alliance harmless against any and all injury, loss, or damage of whatever nature, to persons or property arising out of the use or occupancy of the premises.
4. Required Fees:
 - A. Occupant shall pay to FCA annual membership fee of \$25 prior to taking occupancy.
 - B. Occupant shall also pay to FCA a "Security Deposit" in the amount of \$100.00. The security deposit shall be held in an interest bearing account and returned with interest upon Occupant's vacation of the premises. The Security Deposit may be partially or

3/19/2008

entirely withheld by FCA if Occupant fails to leave premises in a clean and orderly condition, or if the building is damaged by the Occupant.

C. Utilities and Maintenance: Maintenance fee subject to learning curve adaptations on actual costs. A reassessment fee to be determined.

D. Percentage Rent. Each individual Occupant shall pay a percentage of sales "Percentage Rent" to FCA in an amount equal to ten percent (10%) of all sales of original artwork above \$3000 quarterly. Each individual Occupant must provide FCA with a financial statement on a quarterly basis setting forth their total sales of original artwork generated at the 633 Main Street premises. Percentage Rent shall be charged only on sales that generate actual cash receipts with sales income recognized as those receipts are received.

5. Use

A. The Fitchburg Cultural Alliance Artist Cooperative (FCAAC) agrees to be open to the public for not less than 20 hours per week as stated in Tenancy At Will Agreement.

B. FCAAC agrees to schedule not less than semi-annually an art exhibit of student work from either or both the public or private school systems and/or local artists.

C. FCAAC agrees to participate fully in a scheduled "Open Studio Weekend" during major community or city event.

D. FCAAC shall provide a clean "common area" for Fitchburg Cultural Alliance monthly meetings and other FCA events and activities with written notice to FCAAC named agent.

E. FCAAC shall provide an area for the sale of consignment items of FCA Members for a period of not less than 90 days nor more than 180 days. (FCA Consigners must agree to set terms stated in FCA Sales and Consigner's Agreement).

F. Occupant will use the premises for production and sale of original art. Any residential use is prohibited. Occupant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, or other inherently dangerous substance, chemical, thing or device. Occupant will keep space in a clean and safe condition without accumulation of dust or debris.

6. Sublease and Assignment.

Occupant shall not sublease all or any part of the Premises, or assign this Use Agreement in whole or in part, without the consent of the FCA.

7. Alterations and Improvements.

A. Occupant, at Occupant's expense, shall have the right following FCA's consent to make improvements provided the same are made in a workmanlike manner. Any improvements document in the form of an Addendum will be created to provide a normal standard of improvements (i.e. painting, carpeting, fixtures).

B. Occupant shall have the right to remove the same at any time during the term of this Use Agreement provided that all damage to the Premises caused by such removal shall be repaired by Occupant at Occupant's expense.

C. At the end of the agreement any improvements left by the Occupant shall become the property of the FCA, or, at the FCA's option, shall be removed by the Occupant.

3/19/2008

- D. Any and all repairs or alterations to the premises in excess of \$300.00 must be approved in writing by the Landlord. The Tenant (FCA) shall forward Occupant request to Landlord.
8. Insurance.
- A. FCA shall maintain fire and extended coverage insurance on the Building and the Premises in such amounts as FCA, and the building owner, shall deem appropriate.
- B. Occupant shall be responsible, at its expense and option, for fire and extended coverage insurance on all its personal or business property, including removable trade fixtures, located in the Premises.
9. Utilities.
- Electricity. Occupant shall pay a reasonable pro-rated charge for electricity used by Occupant on the Premises during the term of this Use Agreement. Named agent or elected chairperson of the FCAAC (Fitchburg Cultural Alliance Artist Cooperative) will be responsible for coordination of Occupant fees. FCA shall pay the amount due and forward the utility invoice to named agent. Named agent of FCAAC will make one total "utility payment" directly to the FCA, due the first of every month.
10. Building Improvement Responsibilities
- A. Prior to the Use Agreement Commencement Date, Landlord shall be responsible for provision of one working toilet and sink and a utility sink within the common area.
- B. FCA shall be responsible for providing a safe and secure locking mechanism for the front door suitable for providing interior security without being locked with a key from the inside.
- C. Occupant shall be responsible for securing its space from the Common Area and shall provide FCA with any keys or combinations required for access to its space.
11. Building Maintenance
- A. Occupant shall be responsible for maintenance and upkeep of the building interior, including the Common Area.
12. Signs and Windows
- A. Following FCA's consent to its design and suitability and according to the Main Street design guidelines. Occupant shall have the right to place a sign(s) on the Premises, at locations approved by FCA.
- B. Occupant shall provide and maintain appropriate windows displays of their artistry at both 633 and 625 Main Street (providing that said space is secure). Window displays shall also include studio hours and notification of special events. All window displays shall be changed regularly, but no event less than quarterly.
13. Rubbish Removal
- A. Occupant to be responsible for removal and disposal of its own trash and rubbish on a timely basis, and is responsible for vermin-proof storage of rubbish.
- B. Occupant shall not dispose of any paint, oil, or other similar materials or supplies (hereinafter Art Materials), in the sinks, toilets or any other drains on or in the leased Premises. To the extent that any Art Materials require disposal, the Occupant shall make arrangements to have such materials disposed of off site in an appropriate manner.

3/19/2008

14. Default.

If default shall at any time be made by Occupant in the payment of fees when due to FCA as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Occupant by FCA, FCA may terminate this agreement and use the security deposit to defray unpaid fees or utility expenses.

15. Security Deposit.

The Security Deposit shall be held by FCA in a FCAAC interest bearing escrow account as security for the performance by Occupant of Occupant's covenants and obligations under this Use Agreement.

16. Notice.

Any notice required or permitted under this Use Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to FCA to:
Jennifer Jones
376 South Street
Fitchburg, MA 01420

If to Occupant to:

17. Consent.

FCA shall not unreasonably withhold or delay its consent with respect to any matter for which FCA's consent is required or desirable under this Use Agreement.

18. Compliance with Law.

Final Agreement. Occupant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Occupant's use of the Premises.

IN WITNESS WHEREOF, the parties have executed this Use Agreement as of the day and year first above written.

For the FCA:
LP

Date: _____

For the Occupant:

Date: _____

3/19/2008

Exhibit A
Plan showing Occupant premises.