

Out of Step Clay Advanced Studio Use Agreement

NEXT STEP CLAY LAB ADVANCED STUDIO USE AGREEMENT

This Advanced Studio Use Agreement (“Agreement”) is entered into on _____, **20**____, by and between:

Studio Name: Out of Step Clay

and

Student/User Name: _____

Address: _____

Phone: _____ Email: _____

1. PURPOSE

Out of Step Clay provides shared ceramic studio facilities, equipment, tools, and workspace for advanced ceramic art students(the Next Step Clay Lab). This Agreement establishes the terms and conditions governing User access to and use of the Next Step Clay Lab.

2. TERM

This Agreement begins on (1st day of starting month)_____ and shall continue for 3 months. Each time you sign up online it extends for another 3 months.

Either party may terminate this Agreement pursuant to Section 13 below.

3. STUDIO ACCESS

The Studio grants User non-exclusive access to designated studio areas during posted operating hours or approved access times.

Access includes use of the 2nd floor Next Step Clay Lab:

- 3 group classes per month(dates are designated on the website with you enrollment)
- Community work tables
- Pottery wheels during non competing class times

- Handbuilding areas during non competing class times
- Glaze area
- Shared tools and equipment
- Assigned shelving or storage
- Clay reclaim areas(excluding the use of the pug mill)
- Specialty equipment approved by Studio staff

While Next Step Students can use the first floor in moderation, this space is reserved for our beginning adult and kid clay programs.

During non studio hrs an alarm will be armed, and no access to Out of Step Clay will be permitted.

Parking: Parking will be extremely limited in our lot. Of the six spots available, two are reserved for our staff, and one for our apartment tenant. We ask that you look for street parking before using our lot. The spaces on the south side of the building do not belong to us, and you will be towed if you park there.

The Studio reserves the right to modify operating hours, available spaces, and equipment access at any time.

4. FEES

User agrees to pay the following:

Enrollment Fees: paid in advance online. This fee cover 3 consecutive months of classes and studio access.

Additional fees may apply for:

- Clay purchases(this also covers your in studio glazes and firing costs)
- Additional Shelf/storage rental
- Studio use beyond your 3 month commitment
- Specialty firings
- Damaged equipment
- Late payments

Late fees may apply to overdue balances.

Failure to pay may result in suspension or termination of Studio access.

5. STUDIO RULES

User agrees to:

1. Maintain a clean and safe workspace at all times.
2. Clean all tools, splash pans, bats, tables, and equipment after use.
3. Properly dispose of clay waste and reclaim materials(zero clay or glazes down the drains, and you will be responsible for recycling your own clay reclaim).
4. Follow all posted safety procedures and staff instructions.
5. Use only approved glazes that you then test before glazing your work.
6. Use only clay purchased through Out of Step Clay(no outside clay is allowed in our space).
7. Clearly label all work, materials, and shelf items.
8. Respect fellow members, instructors, guests, and staff.
9. Do not remove Studio property without authorization.
10. Do not enter kiln areas or operate kilns unless specifically approved by Studio management.
11. Report damaged or malfunctioning equipment immediately.
12. Follow all ventilation and silica dust mitigation procedures(no sanding bisqueware indoors).
13. Avoid monopolizing shared equipment or communal areas.
14. It is required that all Next Step students participate in their weekly class gatherings(conflicts can happen, but please remember these are important to being a part of the Next Step Clay Lab).
15. When staff is not present, exit doors should remain closed and locked.
16. If you are the last one to leave, all lights should be turned off, equipment should be unplugged and put away safely, and doors should be locked.

The Studio may update rules periodically. Continued use constitutes acceptance of updated rules.

6. HEALTH & SAFETY

User acknowledges that ceramic work involves inherent risks, including but not limited to:

- Exposure to silica dust
- Heat and burn hazards
- Sharp tools and equipment
- Heavy lifting
- Chemical exposure
- Repetitive motion injuries

User agrees to:

- Wear appropriate protective equipment
- Follow ventilation and dust-control procedures
- Avoid unsafe practices
- Comply with OSHA and Studio safety standards
- Immediately report unsafe conditions

The Studio reserves the right to remove any User engaging in unsafe conduct.

7. KILN USE

Only approved materials may be fired in Studio kilns.

Students are not allowed to access the kiln area, load, unload, or fire the kilns.

User acknowledges:

- Kiln accidents and glaze failures may occur
- Firing outcomes cannot be guaranteed
- The Studio is not responsible for cracking, warping, explosions, glaze defects, thermal shock, or other firing failures

Unauthorized firing or firing of prohibited materials may result in immediate suspension or termination of privileges.

8. STORAGE

If storage is provided:

- User shall keep all their item including clay and tools on their designated shelf space when not present in the studio.
- Clay reclaim buckets must be kept in their designated areas and out of the way of other students
- Unclaimed items left on your shelf after you 3 month class has ended or after a policy termination may be discarded
- Hazardous, flammable, or prohibited materials are not allowed
- The Studio may remove items that interfere with operations or safety

The Studio is not responsible for lost, stolen, or damaged property.

9. PROHIBITED ACTIVITIES

The following are prohibited:

- Illegal activities
- Open flames or smoking
- Production pottery of any kind. You can create work for the occasional sale, but if you wish to regularly profit off of your artwork we will refer you to another studio space as we will not be a pass through facility for your business.
- Harassment or disruptive behavior
- Unauthorized instruction or subleasing
- Use of toxic or unapproved materials
- Sharing access credentials

- Operating equipment while impaired
- Sanding indoors
- Bringing unauthorized guests into the Next Step studio areas - The upstairs studio is available to Out of Step and Next Step Clay Students ONLY. Friends and family are not allowed in the studio to work with clay, hang out, or keep you company. Brief visits and tours are welcome during staff monitored hrs only.

Violation may result in immediate termination.

10. RELEASE OF LIABILITY

User voluntarily assumes all risks associated with use of the Studio.

To the fullest extent permitted by law, User releases and holds harmless Out of Step Clay, its owners, employees, contractors, volunteers, and affiliates from any claims, injuries, damages, losses, or liabilities arising from:

- Use of Studio facilities
- Equipment operation
- Firing processes
- Personal property damage
- Injury or illness

including claims resulting from ordinary negligence.

11. INSURANCE

User is responsible for maintaining any desired personal health, liability, or property insurance coverage.

The Studio does not insure User property or artwork.

12. PHOTO & MEDIA RELEASE (OPTIONAL)

- User grants permission for photographs or videos taken within the Studio to be used for promotional purposes by Out of Step Clay.
- User does not grant permission.

13. TERMINATION

Either party may terminate this Agreement at the end of each paid 3 month cycle.

The Studio may immediately suspend or terminate access for:

- Safety violations
- Nonpayment
- Property damage
- Harassment
- Violation of Studio policies
- Unauthorized kiln use
- Repeated cleanup violations

Refunds, if any, shall be governed by Studio policy.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Colorado.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes prior agreements or discussions.

Any amendments must be in writing and signed by both parties.

SIGNATURES

OUT OF STEP CLAY

By: _____
Name: Joshua Margolis
Title: Owner
Date: _____

USER

Signature: _____
Name: _____
Date: _____