

cornerstone STUDIOS

RULES OF MEMBERSHIP

cornerstone STUDIOS (“CS”) is a program of **Cornerstone Studios Limited**, a New York State 501(c)(3) nonprofit. CS is located in the building owned and administered by **Evangelical Lutheran Church of Our Saviour’s Atonement** (“OSA”) at 178 Bennett Avenue, New York, NY 10040.

A. Application for Membership

1. Any artist willing to make a 1-year commitment can apply for Membership at CS by submitting 5 images of recent work, a CV, a copy of their driver’s license or IDNYC card, two references, a credit check, and by completing the membership application.
2. Membership is available only to artists who are citizens or legal residents of the United States.
3. With certain exceptions, artists working in any discipline are eligible, though preference will be given to visual artists and to artists living in Washington Heights and Inwood. Exceptions include visual artists who work in large or heavy sculptures, some types of metal work or work involving high noise levels or fire risk.

B. Candidacy for Membership

Applicants for Membership at CS must demonstrate the following:

1. Artistic merit: Each applicant's work is screened on the basis of artistic merit by the CS Director and two (2) current CS member artists. Work may be submitted in any format (no originals).
2. Dedication to career: Applicants must provide a CV (resume) and 1 professional reference.
3. Personal responsibility: Applicants must submit 1 personal reference.
4. Identity: Applicants must submit a copy of their driver’s license or IDNYC card
5. Financial stability: Applicants must submit a credit report (with social security information blacked out). Address should match ID in #4 above. Free credit reports are available from: <https://www.annualcreditreport.com/index.action>. Results are kept in strictest confidence.
6. Background Check: Applicants must pass a basic background check at: <http://www.agoodemployee.com>. Results are kept in strictest confidence.

C. Membership

Final election to Membership will be made by CS only after:

1. Requested documentation is completed, including (but not limited to), the OSA “Church Usage and Hold Harmless Agreement,” the “CS Membership Agreement,” and the “CS Sexual Abuse, Molestation and Harassment Prevention Policy.”
2. Candidate for Membership satisfactory completes an interview with the CS Director.
3. Background check is complete.
4. Availability and suitability of an assigned workspace is confirmed by CS.
5. Candidate has carefully read and agreed to abide by the CS Rules of Membership.

D. Term of Membership

Membership is for 1-year and may be extended by mutual agreement between CS and the Member Artist, provided Member Artist is in good standing, both financially and with his/her fellow member artists. Final decisions concerning status of member standing shall be made at the sole discretion of the CS Director.

E. General Membership Privileges

1. Each Member Artist is entitled to the use of common areas and an assigned studio space.
2. Subject to availability, each Member Artist may occupy the assigned studio space for an initial membership period of 1-year, which may be extended by mutual agreement, as specified in the signed CS Membership Agreement.
3. Extension of membership after the 1-year initial commitment shall be made in writing by invitation of the CS Director.
4. Any contemplated Sublets/Studio Shares must be approved in advance by the CS Director and are available only at his/her sole discretion. Member Artists continue to pay all required fees to Cornerstone directly during any sublet or studio share and are responsible to pay any required background check fees.

F. Cost

1. Each member shall pay monthly rent for the use of studio space and the common areas of the CS space, including a level payment air conditioning surcharge, a Wi-Fi surcharge, and an equal share of necessary liability insurance premiums (the “surcharges”). Normal usage of electricity, water, heat, and common areas shall be included in the rent.
2. Rent for studio spaces, whether shared or individually occupied, are as described in the executed CS Membership Agreement.
3. Rent is payable on the first day of each month for every month or part month of the membership.

4. CS and each Member Artist shall sign a Membership Agreement, which states the monthly rent for that member.
5. Member Artists whose payment of rent is delinquent for more than ten (10) days shall be assessed a late fee of 5% of the delinquent amount.
6. Rent shall be paid by electronic transfer. Rent should be made payable to "Cornerstone Studios Limited" with studio number noted in the memo line.
7. Rent shall not be prorated.
8. Rent is not refundable.
9. The amount of the monthly rent shall not be changed by CS without advance notification of at least ninety (90) days to Member Artists.

G. Security Deposit

1. Each member shall pay a one-time security deposit equal to one month's rent, not including surcharges.
2. CS shall use this maintenance fee to repair any damage occurring during the member's use of the assigned studio.
3. CS may use the security deposit or any portion of it to make necessary repairs to a departing member's studio if the studio is not left in good condition.
4. Any unused portion of the security deposit shall be returned to the member within thirty (30) days after the member has vacated the assigned studio.

H. Studio Assignment

1. Each Member Artist shall be assigned a studio by CS based on studio availability and suitability to the member. CS reserves the right to re-assign studio or relocate member if such reassignment or relocation should be necessary during the member's residency.
2. Membership rights to occupy the studio assigned by CS are personal to each member and are non-assignable. Use of the studio cannot be passed to a friend or family member, or to another CS member, or to surviving spouse, heirs, assigns or any other person or persons.

I. Studio and Building Use

1. Purpose: Each member shall be limited to using the studio for activities directed to the creation of works of visual art for the development of the member's skills, talents and abilities as a visual artist. Members shall use studio space for the making of art only.
2. No member 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 member shall engage in or permit others to engage in dangerous or unlawful acts.

3. Members shall at all times have a place of residence other than the studio space being provided by CS and shall not, whether on a permanent or temporary basis, reside in the studio or any other portion of the building.
4. No member shall, under any circumstances, turn over, lend, or otherwise permit use in any manner of the key(s) furnished by CS or OSA for the member's access to the building and/or studio.
5. No member shall cause or allow others to cause the presence of dangerous or highly flammable materials in the studio or building, excepting materials normally used in the production of artwork (i.e., turpentine, mineral spirits, oil paints) and these must be stored properly in a fire proof cabinet, oily rags disposal can, or other suitable container provided by CS or the member artist.
6. No member 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. One week's notice shall be given for any event or gathering past the hour of 8pm, and special care shall be taken on Sundays to minimize noise or other disturbance, so as not to interfere with OSA's operations.
7. No member shall keep any exposed or improperly stored foodstuffs in the studio or common areas, which could attract insects or rodents.
8. No member 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 CS.
9. Members 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 CS.

J. Hours of Access

1. Members shall have access to the building twenty-four (24) hours a day, seven (7) days a week.
2. CS shall not restrict the access hours without notifying each member.
3. Members are asked to respect quiet hours between 8pm and 8am Monday through Saturday and all day Sunday, and to be mindful of the fact that OSA's Pastor and family live one floor below CS.

K. Keys and Locks

1. Keys allowing access to the building will be furnished by CS to each member. Members will be charged a \$5.00 deposit for keys, refundable at termination of membership subject to the return of the key to CS.

2. No member shall place or cause to be placed any lock(s) on a studio door; locks on closet doors are permissible with prior approval of the CS Director. Copies of all keys must be given to OSA for emergency access.
3. Members shall not tamper with or change the existing lock/door hardware.
4. Members agree to reimburse CS for cost incurred by CS due to member's lost or misplaced key, need for re-keying, or damage to locks.

L. Common Areas

1. In addition to the right to use the assigned studio space, each member shall have the right to use the common areas, e.g., kitchen, bathrooms, hallways, stairs, etc.
2. Each member shall respect such common areas, use them only for their 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 member's own risk.
4. Each member shall hold CS and OSA harmless for any loss of, or damage to, member's personal items which are left unattended in any common area.
5. Members 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 CS.
6. Members who abuse their use of the common areas can, at CS's sole discretion, be barred from further common area usage, or be subject to paying a fine or an increased membership fee.

M. Condition, Upkeep and Alteration of Building and Studios

1. CS makes no warranties of any kind as to the condition of the building or studios and shall have no obligations of repair or maintenance to members.
2. Each member shall inform CS promptly, in writing, in the event that the member notices or otherwise becomes aware of the need for any repair or maintenance of the building or studios.
3. Each member 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 member's assigned term of studio occupancy.
4. No member shall make any physical alteration of the assigned studio without written approval by the CS Director. Any alterations to the assigned studio shall be removed to the satisfaction of the CS Director before the end of the member's occupancy unless otherwise agreed in writing by the CS Director.

N. Building and Studio Appearance and Accessibility

1. Third Floor Terrace: Terrace is off limits at all times due to insurance and safety issues.
2. Garbage: All trash must be cleaned up from the studio at the end of each day and brought, by the last person to leave, to the driveway on the north side of OSA, separated as necessary, and disposed of in the proper receptacles.
3. Parking: Onsite parking is not provided for CS staff, member artists or guests.
4. Safety: OSA does not provide First Aid supplies or services to programs operating in its space.
5. Fire: OSA provides fire extinguishers as required by state and city law.
6. Disaster Preparedness: OSA's disaster plan does not include provisions for assuring the safety of CS member artists at this time.
7. Bathroom Access: Bathroom is accessible through Studios C and D. Bathroom access is not to be restricted by members occupying Studios C or D for any reason.
8. The halls and stairways of the building shall not be obstructed or used for any purpose other than ingress and egress.
9. 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 areas of the building.
10. Members shall not attach, affix, paint or exhibit any signs, decorations or art work in any window or on any door of the assigned studio or in any hallway or place in the building.
11. Members name plates and studio numbers will be provided and affixed by CS.
12. CS shall have the right (but shall not be obligated) to enter any member'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 CS may, in its sole discretion, deem necessary.
13. Throughout the member's occupancy, CS shall have the right to enter the studio at reasonable hours for the purpose of showing the studio to prospective CS members.

P. Timely Termination of Membership

1. Members must timely vacate the studio by the last day of the term of membership and studio assignment, the date defined in the signed membership agreement, unless membership is extended by mutual agreement.
2. If vacating, members agree to remove all personal belongings and unused personal supplies by the last day of the member's studio assignment, the date defined in the signed membership agreement.

Q. Early Termination of Membership

1. Membership may be canceled at any time, with or without cause, by the member or by CS by giving written notice to the other party thirty (30) days before cancellation.
2. CS may cancel a membership if the member is thirty (30) days late in paying any part of the rent agreed upon in the signed membership agreement.
3. Membership rights shall immediately cease and terminate upon any of the following:
 - a. any use of the premises not permitted under Membership Rule I;
 - b. any breach by the member of any other membership rule;
 - c. Member's failure to use the assigned studio for a period of more than six (6) weeks, unless prior written approval has been obtained by the member from the Director of CS;
 - d. Member engaging in, or permitting to occur, any other act or activity as to which CS has, in its sole discretion, notified member in writing during the term of this contract that such action or activity will cause an early termination of the rights of membership.
4. In the event of an early termination under Rule P, the member shall immediately vacate the studio and remove all personal belongings and unused personal supplies.
5. CS shall not be responsible for any items remaining in the studio or building after the date of termination.
6. All rent owed by the member through the date of termination of membership shall be paid to CS.

R. Membership Probation

1. Members who display disruptive or disrespectful behavior towards others in the CS Community be it CS Staff, Building Staff, OSA or Members, or other CS member artists may, at the Sole Discretion of CS, be placed on probation.
2. Members placed on probation will be notified in writing and must meet with the Director of CS.
3. During probation the member will be monitored for studio usage and behavior for a period to be determined by the CS.
4. Membership may be terminated during probationary period at any time with or without cause. The member will be notified in writing.
5. In the event of a termination while under probation, the member shall immediately vacate the studio and remove all personal belongings and unused personal supplies. CS shall not be responsible for any items remaining in the studio or building after the date of termination. Probation is not a condition of termination. Grounds for termination as outlined in Section P are not to be superseded by probation.
6. Members placed on probation may elect to cancel membership with thirty (30) days' notice to CS in writing.

S. Insurance

1. Member artists shall each pay an equal share of required liability insurance for CS (“insurance”). This is in addition to rent and surcharges. Cost of insurance is to be determined; CS is working with OSA’s insurance broker to ensure coverage at a reasonable cost for member artists. Update expected prior to August 2015.
2. No member shall do or omit the doing of any act, which would vitiate any insurance, or increase the insurance rates of CS or OSA in force upon the building.
3. Members are responsible for obtaining any insurance for personal and professional contents of the member, which are placed in member's assigned studio. Members shall name CS and OSA as additional insured on any general liability insurance policy issued to the member for member's personal possessions in the assigned studio (see CS Director for legal names of additional insured entities).

T. Indemnification

1. CS and OSA shall not be liable to any member or to any guests or invitees of members for any personal injury, property damage or loss, or other claim for damage occurring to them in, on, or about the building.
2. Each member assumes all liability, and agrees to hold CS, CS Director, OSA and OSA Staff 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.

U. Loss of Building Use

1. If fire, other casualty or any other cause should render the premises unusable by CS, the member shall be liable for rent up to the time of the casualty, and the member shall indemnify and save harmless CS and OSA against and from all liabilities, obligations, damages, penalties, claims, costs and expenses. CS reserves the right, at its sole discretion, to cancel any membership 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, CS and OSA shall not be liable to members except and as their rights are presented in the immediate preceding sentence.

V. Liens

1. No member or anyone claiming by, through, or under the member 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 a member's assigned studio shall at no time be entitled to any lien thereon.

W. Notices

1. Notices as provided for in these "Rules of Membership" shall be considered as given to the member or to CS at the respective mailing or email addresses designated in the signed membership agreement, unless either party notifies the other, in writing, of different mailing or email addresses.
2. Notices shall be considered given under the terms of these rules when sent to the email address designated in the membership 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 CS Director, or delivered in writing in person by a CS staff member to the member.