

Massachusetts College of Art and Design

STUDIO USE AGREEMENT

This Agreement is entered into by and between Massachusetts College of Art and Design ("the College") and the Student. The College and the Student agree that the Student may use assigned studio space for the furtherance of their education at the College. The College and the Student agree that any rights granted under this agreement shall be exercised in a responsible manner in the best interests of the College and the College community. Therefore, in consideration of the undertakings herein the parties agree as follows:

DEFINITIONS:

The following definitions shall be applied to this agreement:

Studio Space:

Any space used for studio purposes, which is within the departmental academic studios identified by the College for such purpose and assigned to students within their own department.

Student:

A person who is currently registered and enrolled at the College and participates in their academic department.

TERM:

1. The term of this agreement is as set forth on the signature page unless otherwise terminated or extended under the provisions of this agreement.
2. All studio spaces shall be vacated as requested at the end of the assignment period determined by the department. All equipment and furniture provided to the student in the studios must be returned in working condition as approved by the Director of Grad Programs Resources and/or Studio Manager. The studio spaces must be returned to their original condition.
3. Any materials, personal belongings or artwork remaining in the studio or area after the designated exit date will be discarded or recycled.

ASSIGNMENT:

1. The student shall receive studio space within his/her/their **own** department studio area, upon approval of the Director of Grad Programs Resources and/or Studio Manager.
2. The student requesting studio space shall complete and sign the final page of the studio use agreement and return it to the Director of Grad Programs Resources and/or Studio Manager. Students must retain the informational section of the Agreement for their own reference.
3. A copy of the list of approved students will be sent by the Director of Grad Programs Resources and/or Studio Manager to Public Safety to be kept on file at the security desk of that department's studios.

TERMS OF OCCUPANCY:

The student has only a privilege to use studio space on a temporary basis and acquires no interest of estate in the property.

Adjustment in Assignment:

The Director of Grad Programs Resources and/or Studio Manager will determine the studio assignment. The Director of Grad Programs Resources in agreement with the Studio Manager reserves the right to make adjustments in the type and amount of studio space available and modify assignments in an effort to benefit the student and the College. Each studio space will be identified with the student's name and contact information at the entrance of each studio.

Right of Entry:

There are no private studios in the College and all studios within the College may be entered for routine maintenance, safety inspections, and during an emergency. During each period (semester), the appropriate college official may conduct unannounced safety inspections. Inspections will be conducted by representatives of the College's Health and Safety Office to ensure that no safety hazards exist in the studios. Violations that may be cited include, but are not limited to, the following: flammable materials, hot-plates, toaster ovens, coffee makers, microwave ovens, candles, sterno cans, bedding materials, refrigerators, unapproved furniture, etc. Smoking is prohibited on campus excluding the Huntington Avenue smoking area. Use of any studio for sleeping will result in disciplinary action up to and including forfeiture of that studio privilege.

Termination:

The Director of Grad Programs Resources, Studio Manager, and/or the Faculty reserve the right to immediately terminate this agreement for breach of this agreement by the student and/or violation of the College's rules and regulations. The student is encouraged to read carefully all the College's publications which outline these policies and procedures. They may be found at: <https://massart.edu/sites/default/files/StudentHandbook2017.pdf>

If this agreement is terminated by the Department Chair, the Director of Grad Programs Resources, Studio Manager, and/or the Faculty under subsection (1) above, the student may grieve that action by requesting, in writing, to the Provost, a review of the decision. The grievance must be presented to the Provost's office within three (3) calendar days of the action. The Provost shall render a decision within five (5) school days and that decision shall be final and binding upon the parties.

LIABILITY AND DAMAGES

1. The Commonwealth of Massachusetts, the College, the BHE (Board of Higher Education), and their officers, agents and employees shall not be liable for any loss or damage to student property occurring due to theft, vandalism, accidental damage, and damage due to the student's own action or any other cause.
2. Any materials or property left in the studio after the termination or expiration of this agreement shall be considered abandoned property. The college may dispose of such property at any time following termination or expiration of this agreement
3. The student shall, upon assignment of their studio space, inspect said studio. If there is damage, it should be reported to the Director of Grad Programs Resources and/or Studio Manager immediately. Studios found to be damaged or altered in any fashion after the student's use will be reported to the Provost and Registrar. Costs to make repairs to this studio will be assessed to the student. Registration and transcripts will be blocked until payment is made.
4. Any equipment assigned to a student is the responsibility of that student. Equipment/furniture found to be missing, damaged or altered in any fashion by the student's use will be reported to the Provost and Registrar. Replacement costs will be assessed to the student. Registration and transcripts will be blocked until payment is made.

AMENDMENTS AND APPLICABLE LAW

1. This agreement constitutes the entire understanding between the parties with respect to Massachusetts College of Art and Design and shall not be waived, added to or modified orally. No waiver, addition, modification or amendment shall be valid unless in writing and signed by the parties.
2. This agreement is executed and delivered in the Commonwealth of Massachusetts and is to be constructed under and governed by the laws thereof.
3. If any provision of this agreement or any portion thereof is for any reason held invalid or unenforceable, the remainder of this agreement (or the remainder of such provision and the application thereof to other persons or circumstances), shall not be affected thereby.

GUIDELINES:

Students signing this document hereby agree to abide by all of the following guidelines in campus studios.

- Carefully read and retain the studio use agreement. Once students sign and agree to its terms they are responsible for adhering to it.
- Spaces are assigned. Any requests for change must be made to the Director of Grad Programs Resources and/or Studio Manager. All changes must be consensual between all parties.
- Studio spaces must be marked with the occupant's name and contact information (e.g. MassArt e-mail and/or phone number). The provided name-tag must be visible at all times.
- Size of studio space may **not be changed** without Studio Manager approval.
- Students are not entitled to any space outside of their assigned studio space. Storage of materials outside of one's studio proper is prohibited without faculty, the Director of Grad Programs Resources and/or Studio Manager approval. Materials found to be blocking fire egress can and will be removed without notification.
- Students will be issued a random four-digit access code to any spaces they are approved for access by the Director of Grad Programs Resources and/or Studio Manager. All access codes are specifically addressed to the individual they are issued, and are not to be shared. Individuals found to have shared their code, or used codes not assigned to them, will be subject to disciplinary action.
- Sleeping is prohibited in all studio spaces. Bedding materials such as (but not limited to) bed linens, sleeping bags, air mattresses, cots, pillows, etc. are prohibited.
- Substance use including (but not limited to) smoking and the use of alcohol and/or drugs in the studios is prohibited. Any student determined to have breached this guideline will be required to leave the studio and relinquish all privilege of occupancy. Paraphernalia related to drinking and drug use is prohibited from the studios.
- **Food is prohibited** in the Studios - only beverages may be consumed from, or kept in, covered or capped food safe containers.
- Doors, electrical outlets and closets, heating and ventilation ducts, radiators, and other environmental and life safety apparatuses must not be blocked, surrounded, or cluttered. Anything found left on heaters will be confiscated without notification.
- Floors must be kept clean and clear of litter, clutter, and debris.
- Painting, marking, or gluing of any permanent substances on the walls, windows/shades, or doors is prohibited.
- Hanging from any overhead pipes, ducts, or light fixtures is prohibited.
- Surge protectors and heavy duty electric cords (14 gauge minimum) are the only electrical extensions allowed. Only one extension cord and one surge protector per outlet is permitted.
- Hazardous Waste (HAZMAT) receptacles (solid and liquid) are located throughout the studios and restrooms in Kennedy and **must** be used, without exception. If unaware of proper disposal of waste such as paint, solvents, rags, brushes, inks, and empty containers, ask the Director of Grad Programs Resources, Studio Manager or Environmental Health and Safety Officer.
- There are two slop sinks available for use in the Tower building - one in the kitchenette directly outside of the studios main entrance, and one in the MDES area by the fire exit.
- **No Sink Dumping of Hazardous Waste.** Restroom sinks may not be used to dispose of oils, solvents, or water-based paint, inks or hazardous liquid wastes. Only water based media (e.g. watercolor, acrylic, tempera, gouache, water-soluble oils, etc.) can be cleaned in the bathroom utility sinks. White porcelain sinks are for hand washing only.
- No glass containers may be used to store solvents, paints or mediums.
- All oil painting mediums outside of Gamsol and Turpenoid Light must be approved by the Director of Grad Programs Resources, Studio Manager, and Environmental Health and Safety Officer before they can be used.
- No aerosols (e.g. spray paints, fixatives, etc.) or chalk pastels may be used in any studio. Aerosol sprays may be used only in the spray booth on the 10th floor of Tower.
- **Sources of heat, such as but not limited to candles, matches, lighters, space heaters, heat guns, hot plates, heat lamps, microwave ovens, coffee makers, fridges and/or open flames of any kind are prohibited. Encaustic paints and melting wax are prohibited due to the heating requirements of their use. Storage of flammable materials such as but not limited to hay, newspapers, oily rags or propane cylinders is prohibited in studios.**
- Oil paint, solvents, hazardous mediums, and other non-water-based media are **not** allowed in Tower Studios.

FAILURE OR REFUSAL TO ADHERE TO THESE GUIDELINES

MAY RESULT IN LOSS OF STUDIO SPACE!

Massachusetts College of Art and Design Studio Use Agreement

PLEASE COMPLETE THE HIGHLIGHTED SECTIONS

Student's Preferred Name:

Local Address:

Telephone number (*Local and/or cell phone*):

Semester:

Graduate Department (*circle one*):

MFA 2D/3D

MFA PHOTO

MFA FILM/VIDEO

DMI

MDES

ART ED

MARCH

Building:

Room # and Studio #:

In signing this agreement, I agree to take the studio assigned for my own use (non-transferable), with assigned equipment/furniture, and be bound by and to observe and comply with the rules and regulations of the Massachusetts College of Art and Design and the terms and conditions contained in the Studio Use Agreement.

Student Signature: _____ Date: _____

Grad Resource Coordinator Signature: _____ DATE: _____

Date of occupancy: _____ September 6, 2023 _____ Termination: _____ May 31, 2024 _____

Return this sheet to the Director of Graduate Programs Resources & Exhibitions, Felicia D Scott Flint, <fdscott@massart.edu>, or the Grad Studio + Exhibitions Assistant, Justin Guertin <jaguertin@massart.edu>, in the Graduate Office or via email and retain the Studio Use Agreement portion for your records and reference. The Studio Use Agreement must be signed and completed before a space will be issued.