



Resident Artist Terms and Conditions

Resident Artists have the freedom to work independently in a private studio among a community of fellow artists in a professional manner. Upon acceptance to the program, all Residents must adhere to the Magnolia Art Xchange (MAX) Terms and Conditions listed below.

- Residents have 24/7 access to the building. For your safety, you must lock up and turn on the alarm if you are the last one leaving the building.
- Professional, respectful behavior is required at all times.
- Artists must reapply if they wish to renew their 6-month term. There is a limit of four (4) terms for a total of 2 years. The program is limited to 6 Resident Artists.
- Studio rent is \$1.80 a sq.ft./month plus a \$35 operating facility operating fee. Fees can either be paid on a monthly basis via a credit card number on file with MAX or as a lump sum for the 6-month term.
- Resident Artists are required to work 10 hours each month at the MAX reception desk, greeting visitors, assisting with the Affiliate Artist program, and other general tasks required for daily operation.
- Use of odorless paints and solvents are required. Artists intending to use a hazardous substance must provide management with a MSDS prior to bringing the substance onto the premises. Artists are responsible for ensuring that all hazardous substances are used and disposed of in accordance with applicable state, federal or local laws and in accordance with all recommendations and instructions of the manufacturer of the product.
- Please leave the studio in the same condition it was in when you entered. All easels must be put away, tables wiped down, trash and or solvents disposed of properly, etc.
- If you open a window, you are responsible for closing it.

- No artist is allowed to “sleep over” in the studio space.
- Floors must remain clean, undamaged, and paint-free. Drop cloths are recommended. Artists are subject to cover the cost of repairs and/or cleaning if necessary.
- Be considerate when sharing the space. Loud sounds and conversations, scented candles and incense are discouraged. Earbuds are encouraged for listening to music while working.
- No pets are allowed inside the building.
- Unattended minors are not allowed inside the building.
- No smoking or open flames inside the building.
- All lights are to be turned OFF when you leave the building.
- MAX will not be responsible for any items left unsecured in the studio.
- Common Area - (couch, refrigerator, library, etc.) must remain clean and in the same condition it was when you entered.
- Please log in at time of arrival and out when leaving the building. Logbook is located at the reception desk.
- All cosmetic changes to the space must be approved *before* changes can be made.
- Artwork created and displayed on the premises may not violate copyright laws.
- Artists acknowledge and agree that the premises are not a “public forum”. No art, videos, or other activities on the premises may depict bestiality, sex involving minors, necrophilia, constitute obscenity under local state or federal laws or regulations, or be created with human or animal bodily fluids or excrement.
- Art that may be unsuitable for unaccompanied minors or other members of the public who are reasonably likely to be offended by display may be required to be displayed in designated premise locations with signage advising visitors that caution should be exercised.

- Any disputes of restricted or questionable art will be resolved by a Dispute Resolution Board consisting of seven (7) members, three (3) of whom will be appointed by City Council or the City Manager, three (3) of whom will be appointed by the MAX Board of Directors, and one (1) of whom shall be selected by the City Council or City Manager from a then-current member of the Ocala Municipal Arts Commission. The Dispute Resolution Board shall be subject to the Sunshine Law and Public Records Act, and all other applicable requirements of public boards. Decision of the Dispute Resolution Board shall be final and any artist who does not comply will be asked to vacate the Premise.

By signing below, the applicant acknowledges that he/she agrees to all the Terms and Conditions of becoming a Resident Artist (studio renter) at MAX. MAX has the right to revoke the contract of any artist in violation of conduct, rental, or membership agreement. Resident Artists in violation of the Resident Artist Terms and Conditions will have 30 days to vacate and clean their studio.

Artist Signature _____ Date _____

MAX Representative _____ Date _____