



TENANT RULES AND REGULATIONS

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1. LEASING PROCEDURES

All persons, groups or organizations wishing to rent space at the Collingwood Arts Center (CAC) must obtain and complete an application. Applicants who have been approved by the CAC management and/or the CAC Board, must come to the office during posted office hours to be shown spaces available.

Upon selection of a room and signing of a rental agreement, the room deposit and first month's rent will be due. The deposit is equal to one month's rent. Upon payment of the deposit and first month's rent, keys will be issued for access to the CAC and the tenant's room.

All new rental agreements will be for a six-month period. Upon completion of the first six months, the rental agreement will be automatically renewable on a month-to-month basis.

Failure to abide by the agreement could result in the loss of deposit moneys and financial responsibility for the rented space until the end of the six months.

After the initial rental agreement period ends, the lessee or the CAC may exercise their right to end the agreement, or change the rental amount, by providing written notice 30 days in advance to the CAC office or the lessee.

Failure of the tenant to provide 30 days written notice to the CAC office could result in the loss of deposit moneys and financial responsibility for the rented space until the end of 30 days. In this instance, 30 days notice would begin upon the acknowledgment by the office that the lessee intends to vacate or has vacated.

Upon signing of the rental agreement, new tenants must abide by all CAC regulations, policies and procedures. Any attorney's fees, court costs and other expenses incurred by the CAC as the result of an action for breach of this rental agreement or eviction will be the responsibility of the tenant to the extent allowed by law.

2. SUB-LEASING

Subleasing is not permitted without prior written consent of the CAC office through regular procedures. Tenants should be aware that even though they are subleasing, they are still financially responsible for the rented space should the sub-lessee fail to pay.

3. SHARED SPACES

Tenants who wish to share studio space with another artist must have that person approved by regular procedures. The tenant whose name appears on the lease must give the office notice that this person is sharing the space and has access to the building. All tenants who sign a lease will be financially responsible for the space.

Two artists may share a space and financial responsibility provided both names appear on the lease. The CAC reserves the right to deny any space for sharing. In the event of a default by one person on a two-person lease, the second person will be held responsible for the entire rent.

A non-artist resident may be defined as a spouse or companion of a CAC artist. Their presence in the CAC is at the sole discretion of the CAC management or Board.

Any person sharing space must abide by all policies, procedures and regulations of CAC tenants and will be subject to the same penalties. Additional rent will be required in the event of the occupancy of another resident who is not named on the lease.

4. CHANGING OR ADDING SPACE

Any current tenant who wishes to change or add space may do so by contacting the CAC office during business hours.

To rent additional space, the current tenant must have his or her account up-to-date (rent, telephone and any other assessments). Upon selection of a room and signing of the rental agreement, the deposit and first month's rent will be due. Upon payment of these moneys, keys will be issued to the room.

If a tenant wishes to change their rental space, they should follow the same procedure as described above.

Tenants will be given reasonable time in which to remove their belongings, with prior approval by the CAC office. Keys to the old space must be returned to the office. If keys are not returned, the old space will be billed on a per day basis until the keys are returned.

5. DEPOSIT MONEY PROCEDURES

Deposit moneys will be used to secure the performance of the tenant's responsibilities under the lease, including the requirement that the space be kept in the same condition or better during occupancy. Deposits will not be used as a last month rental payment, or for outstanding balances.

Deposits will be refunded within 30 days of vacating, provided a written forwarding address is given and the space is left in such condition as is acceptable by CAC management, all personal items and trash are removed, keys are returned and outstanding balances are paid. Deposits are refunded by check only. In the event expenses are incurred by the CAC for cleaning, disposition of property, repairs, or other needed maintenance, said expenses will be deducted from the deposit with an accounting of the expenses made available to the tenant.

Should a tenant change space within the building, the deposit moneys may be transferable after the first space is inspected and determined to be in a condition that does not require additional expenses

6. RENT PAYMENT POLICIES

Rent payments are due without demand on the first day of each month. Rents will be accepted without penalty until the fifth business day of each month. After the fifth business day, without waiving any right to timely rent payments, a late fee will be assessed in the amount of 6% of the current month's rent.

Rent may be paid in person during office hours or tenants may seal their payments in an envelope and slide them under the office door. Tenants may also choose to make their rental payments by mail. Any payments not made in person should have the proper identification clearly stated upon it (name of tenant, room number, rent or phone).

Conflicts with the office hours will not excuse paying rent late. To insure that your payment is made on time, follow one of the above procedures.

Rent payments must be in form of check or money order, made payable to the Collingwood Arts Center.

7. RECEIPTS

Each payment received by the CAC office is recorded and a receipt is given, upon request, to the payee. Tenants should save their receipts in the event of a discrepancy. It is the burden of the tenant to prove that moneys have been paid.

8. RENTAL SPACE CONDITION AND MAINTENANCE

Spaces are rented "as is." Tenants are responsible for cleaning, maintenance and security. Maintenance will include painting, if desired. No woodwork is to be painted. Wallpaper is not acceptable. Purchase of cleaning, painting and other supplies to improve rented spaces will be

the financial responsibility of the tenant. These costs will not be deducted from the rental rate or be considered in refunding deposit moneys.

Tenants shall be responsible for keeping a smoke detector in working order and must have a signed form letter to this effect on file in the office.

No locks shall be installed without prior consent from the CAC office or Board. Any lock that is installed on the premises must have a duplicate key in the office.

Major repairs such as water damage, electrical problems, windowpane repair, etc. should be reported to the office. The office will then forward this information to the appropriate person.

The CAC will not be held responsible for damage or loss of personal belongings.

9. FURNISHINGS AND APPLIANCES

Tenants may not allocate any furnishings belonging to the CAC for private use in their rooms without the permission of the office. No tenant may remove furnishings belonging to the CAC from the premises. Under no circumstances shall personal property be placed or stored in common areas, rooms, hallways, or vacant rooms held for rent by the CAC, unless such placement is during a move, cleaning of a room, or other similar situation, and in no event shall such temporary placement of property in such areas exceed 6 hours, unless previously agreed upon by the Director of the CAC. In the event property not owned by the CAC is placed in common areas, rooms, hallways, or rooms not rented by the tenant, the CAC will consider such property abandoned and will, at the Director's discretion, dispose of or disperse the property.

Tenants may have small electrical appliances in their room with prior approval of the CAC office. No cooking appliances, air conditioner or heating units are allowed in rooms without CAC approval. The CAC reserves the right to limit the number and types of appliances in one room.

10. CLEANLINESS AND MAINTENANCE

The CAC will be responsible for cleaning all areas most frequented by the general public. Residential floors, the upper floors of the Gerber House and the third floor of C-Wing are not included. It is the responsibility of the tenants who occupy these areas to keep them clean.

All tenants should make every effort to clean the areas they use. This includes bathrooms, kitchens, meeting spaces, hallways and other common areas.

A dumpster is located in the back parking lot for tenants to dispose of their trash and garbage. Any trash or garbage that is deposited elsewhere in the building or on the grounds is not acceptable and is grounds for eviction.

11. FIREARMS, FIREWORKS, ALCOHOL AND DRUG USE

To the extent permitted by law, alcoholic beverages may be consumed in private rooms only. Violation of this regulation can result in eviction. Any tenant providing alcohol to underage tenants or guests will be held accountable under the laws of the State of Ohio and face eviction from the CAC.

Alcoholic beverages may be consumed in common areas during a reception, party or other gathering approved by the office and Board in advance. Alcohol may be consumed only by persons of legal age.

The CAC will not be held responsible for injury to tenants or guests who are intoxicated at the time of injury.

The use or possession of illegal drugs or intoxicants will result in police notification and immediate eviction. Possession of firearms or fireworks is strictly prohibited. Smoking is prohibited in all common areas including elevators, hallways and theater.

12. PETS

Pets and other animals are not acceptable and will be removed.

13. THEFT

Any tenant who commits theft or act(s) of vandalism will result in notification of the police and immediate eviction.

14. NOISE REGULATIONS

The CAC abides by city noise and zoning ordinances and tenants are required to do so as well. Instrumental rehearsal or singing may be done during the hours of 7:00am and 9:00pm. No amplified instruments may be rehearsed without prior approval of the office. Although musical rehearsal is permitted during these hours, it is not a license to play as loudly as you wish. Common courtesy allows that noise levels should be kept acceptable to other tenants. Tenants are advised to make every attempt at compromise on noise levels. Any instrumental rehearsal that is being held in residential areas must stop upon demand. Rehearsal space is available for rent in the CAC. Those artists who rehearse should take advantage of these spaces as a courtesy to their fellow tenants. Piano playing with CAC pianos in common areas will not continue after 9 pm.

Residential noise levels must not be excessive at any time. Excessive noise levels from televisions, stereos, instruments, talking or other forms of noise are not permitted. Excessive noise must stop upon demand. Tenants of the CAC have varying schedules and each tenant should respect the rights of others.

During a performance in the theatre, tenants must respect the artistic endeavors of others and remain quiet. No moving of furniture, carts, or other noise will be tolerated.

Violations of noise regulations are serious offenses. A written notice will be given to tenants who violate these rules and eviction proceedings shall result.

15. GUESTS

No guests are permitted in the building without tenant supervision. If guests are found in the building without supervision, they will be required to leave immediately. If you are expecting a guest, you must meet them at the door. Do not let anyone in the building who is not accompanied by a resident, regardless of what they tell you. No minors (18 years and younger) are permitted in the building without adult supervision.

Each tenant is allowed a reasonable number of guests to be in the building at any one time. The CAC management reserves the right to decide how many is reasonable.

The office must approve overnight guests in advance. Only one guest per tenant is allowed. Overnight guests are defined as persons who sleep in the building and are not tenants of the CAC. Violations of this regulation will result in written warnings and possible eviction. If a guest regularly stays overnight or stays for more than one night, the rental rate for the CAC tenant will increase. The CAC reserves the right to refuse any approval of additional occupancy.

Tenants are responsible for their guests at all times. If the actions of the guest are inappropriate and/or violate regulations of the CAC, the tenant will be held responsible. Make every effort to insure that your guests are familiar with CAC policies.

16. GUEST ACCESS

No tenant is required to give access to the CAC to any guest of another tenant. If you are expecting guests, you must meet them at the door and escort them to and from your room.

The CAC office reserves the right to deny access to guests when the tenant does not meet them at the door. Office staff cannot take the time to escort guests to tenant's rooms.

17. STUDENT AND CLIENT ACCESS

If you are expecting students or clients you must meet them at the door and escort them to and from your studio or office. Do not block open the door for them to enter.

No tenant of the CAC is required to give access to any student or client of another tenant. The CAC office staff also reserves the right to deny access to students or clients when the tenant has not met them at the door or has not arrived. Office staff cannot take the time to escort students or clients to and from the tenant's room.

Your group may wish to assign someone at the door to allow entry for your clients and students. This person should not allow entry to anyone other than your group members. Anyone who has business here has a key or the ability to enter.

18. SAFETY AND SECURITY

The security of the CAC is of paramount importance. All tenants of the CAC are provided a key for entrance to the building and their room(s). Tenants should not give entry to anyone they do not know regardless of whether the person identifies themselves as a tenant. All exterior doors shall be kept closed and locked. Do not block open a door for guests, students or clients to enter. Do not make duplicates of the keys you are given under any circumstances.

19. CAC LIABILITY

The CAC will not be held responsible for damage, theft, and vandalism to personal belongings in or on the premises. This includes automobiles and their contents, belongings of guests, clients, students or others in the building and artwork.

20. MANAGEMENT ACCESS

The CAC management reserves the right to enter any private room without permission or notification under certain circumstances. Factors taken into consideration include, but are not limited to, medical emergencies, building service or safety emergencies or illegal activity in progress.

The CAC management will conduct security checks periodically with prior notification to the tenants. Security checks can involve, but are not limited to, testing duplicate keys, smoke detectors and appliances to see that they do not create hazards.

Any tenant may give permission to management to enter their room unescorted for a specific reason agreed upon by the tenant and management.

Any tenant whose room contains a fuse box must provide access to CAC management as needed. No prior notification will be required to enter to change fuses.

21. MAIL

All tenants will be provided a slot in the mail cabinet. All mail and messages will be put in your slot. Packages too large for the mail slot will be kept in the CAC office and can be picked up during posted business hours. CAC takes no responsibility for lost, stolen or misplaced mail, messages or packages. If you feel your personal mail has been or may be tampered with or stolen, it is advised that you procure a mailbox at the post office.

22. FORWARDING MAIL

When a tenant vacates, it is his/her responsibility to notify the post office and provide them with a forwarding address in writing. It is also the responsibility of the tenant to provide the office with a forwarding address to insure timely delivery of deposit refunds.

23. MESSAGES

The CAC office phone is not to be used as a personal message number. CAC office personnel are not required to accept and forward personal messages. The office may accept personal messages at its discretion, and will be placed in the tenant's mail slot.

24. PARKING

At the sole discretion of the CAC, parking spaces are provided to tenants in the front and back of the facility. The CAC will not be held responsible for damage or theft of automobiles and their contents. Vehicles that are not used or in running condition must be removed from the premises. Parking of any vehicle for more than 15 days in a space requires prior written approval of the CAC. Failure to abide by parking regulations will result in the vehicle being towed and stored at the owner's expense.

25. SPECIAL EVENT PARKING

There may be instances when tenants will be required to park in the back lot only due to special events in the front lot or in the theatre. Tenants may also find it more convenient to park in the back lot during scheduled events. Check the calendar near the office for scheduled events. Please respect the need to allow theatre patron's access to the front parking spaces.

26. REHEARSAL AND MEETING SPACE SCHEDULING

Tenants are required to schedule their use of rehearsal and meeting space areas with the office in advance. At that time tenants will be advised as to the necessity of a fee. Those persons or groups who have scheduled the space in advance are given priority.

Spaces must be left clean and orderly. Pianos must be closed and covered. Do not place drinks, food, clothes, coats or any other inappropriate items on the pianos.

Unless otherwise approved by the office, all musical or instrumental rehearsal must be held between the hours of 7:00am and 9:00pm.

27. VIEWING OF EVENTS

The practice of viewing theatre events without the purchase of a ticket is not permitted. Please respect the right of the event producer and performing artists to sell tickets and make a profit. If a representative of a performing group asks you to leave, you must do so immediately. Failure to do so will incur a written warning and possible eviction. It is imperative no noise is made in the building and hallways during a performance, so please respect the rights of the performing group to hold a performance without talking or noise in the balcony or hallways.

The viewing of rehearsals in the theatre must be granted by the person(s) rehearsing. If asked to leave, you must do so immediately.

28. TENANT MEETINGS

The CAC schedules tenant meetings for the Sunday prior to the second Wednesday of each month. These meetings are important to all tenants and should be attended.

Issues and concerns of tenants are discussed at these meetings as well as ideas for continued building renovation and services or events for CAC artists. Policies and procedures that affect tenants are formulated and voted upon. If you are not present, your opinion will not be heard and your vote will not be counted.

Present at these meetings will be a Tenant Liaison or their representative to provide a link to the CAC Board of Directors. The Tenant Liaison reports directly to and is a voting member of the Board. Minutes from these meetings shall be posted. Minutes from these meetings shall be available upon request at the CAC office.

29. REDRESS OF GRIEVANCES

The basic formula for redress of grievances begins on an individual basis, Tenant Meeting discussion, written notice to management and then the Board of Directors. The Board of Directors is the final authority on all matters.

Tenants who have problems with management should first discuss the situation with the Tenant Liaison from the Board of Directors. They will report this to the Board.

Anonymous complaints and complaints without specific information shall not be given any merit. The office requests that all complaints be put in writing and signed by the parties involved. Petitions will be accepted provided that all signatures are verified and a simple majority of tenants involved in the problem have signed.

It is the policy of the CAC that the tenants attempt every possibility at self-government. Any issues that can be solved together should be handled in that manner. The Board of Directors will notify the tenants if any new policy or procedure is unacceptable.

30. DSL CONNECTIVITY

In the event the CAC can wire your room with CAT5 cable to provide you with internet access, or if your room currently has a CAT5 connection with an active internet signal, the following rules apply:

NEW CONNECTION: The CAC will wire your room with one (1) connection for an installation fee of \$15. The CAC is not obligated to purchase a network card for your computer. Cost of wiring and any modular outlet box will be provided by the CAC. The fee of \$15 is charged to defray the cost of installation. In the event the CAC determines it is too costly or physically prohibitive to wire your room, that decision is final unless the artist in residence agrees to pay the full cost of installation, if it is possible to install.

EXISTING CONNECTION: If a connection is currently active and in place in your room, access to it will cost \$10 per month per computer.

PAYMENT POLICY: In the event the artist in residence fails to pay room rent, any payment towards the rental balance will be applied to the rental balance first, and only after the rental balance is paid in full will internet service fees be credited after payment of said fees. In the event the internet service fee is not paid by the 5th business day of the beginning of each month, service will be disconnected at the router. Service will not be restored until both the monthly rent and the monthly internet service fee are paid in full.

TAMPERING WITH THE SIGNAL: If the resident artist tampers with the delivery of the signal, or if the artist is using more than one connection or using a wireless connection from another room, or any other connection not agreed upon and sanctioned by the CAC management, this will be considered theft of services and eviction will be strongly considered.

RESERVATION OF RIGHTS: The CAC fully reserves the right to refuse an internet connection to any resident or to any room regardless of the reason.

31. VOLUNTEERISM

It is the hope of the CAC Board and management that the tenants of the CAC take an active interest in the care, well-being and growth of our facility. The advantages of volunteerism at the CAC include keeping costs down so rents stay down, a nicer place to live and work, networking with other artists and organizations, more exposure for your art or talent and the list can go on.

The disadvantages of apathy are numerous. Rental rates could increase. Minor services now provided could discontinue instead of expand. Your work place will remain unknown and unused by the general public. This list does go on.

Assess your goals and needs as an artist and see how these can be met by the CAC with the cooperation, excitement and volunteering spirit that makes the CAC a unique endeavor. You are important. You do make a difference.

ANYONE IN VIOLATION OF THE ABOVE MENTIONED RULES AND REGULATIONS SHALL BE SUBJECT TO IMMEDIATE EVICTION.