

## Torpedo Factory Art Center Operating Rules and Procedures

This document sets forth rules and procedures related to the Torpedo Factory Art Center (“TFAC”). “Landlord” refers to the City of Alexandria, Virginia. “Tenant” refers to tenants and subtenants.

1. Working and Interacting with the Public.
  - a. In order to continue the tradition that artists’ studios are working places rather than just shops, artists will spend a majority of their time in the studio producing artwork, not just sitting and selling. Group artists are expected to work on their art in that studio on the day they are in the studio. To the extent possible, photographers should work in their studios, and will always be available to educate the public.
  - b. Work must be the artist’s original concept. It must be produced by the artist or under his/her direct supervision. Work of other artists who are not juried into TFAC may not be displayed or sold in the studios or workshops.
  - c. During the required hours the studio is open to the public, the artist must work in full view of the public, not behind walls and barricades except for reasons of safety or if working from a live nude model. Studio hall windows are not to be blocked by anything other than the studio address sign, a small notice board no more than 9” x 12” in size, and posted hours. Exterior windows and those that provide visual access to other studios should be clear and unobstructed except for art requiring natural light (e.g. stained glass).
2. Guidelines for Working Conditions.
  - a. Noise should be kept to a minimum and be related to the needs of the working process only. Vacuum cleaners or other noisy cleaning equipment may not be used between 10:00 a.m. and 4:00 p.m. Radios, telephones, answering machines, and other equipment should be set on low volume.
  - b. Children brought in by artists or children in classes must be supervised. They must be kept under control and in the studio or classroom area.
  - c. Pets will be limited to dogs, which must be kept in the studio and must be leashed when walking through public areas. Dogs may not be left overnight or unattended for inappropriate amounts of time (to be determined by the Landlord). The Landlord may order the removal of any pet deemed to be a nuisance, uncontrollable, or a danger to artists, visitors, or any pet brought into the TFAC by any Tenant or visitor. Any Tenant or staff who bring any dog to TFAC must sign a Pet Agreement to indemnify the Landlord from all liability associated with such pet’s presence in TFAC. In addition, a current rabies vaccination certificate must be available.
3. Special Equipment. Tenant must obtain the advance written approval of the Landlord in order to install and operate special equipment, including but not limited to, kilns and welding equipment.
4. Hazardous Activities, Materials, and Equipment. The Landlord has the right to regulate and prohibit potentially hazardous processes, the use of hazardous materials, equipment, machinery, and supplies and the disposal of such materials. Materials and equipment of a hazardous nature must be used and stored carefully and in compliance with fire regulations. Toxic sprays (fixatives, varnishes, oil- and lacquer-based paint, etc.) may only be used in a designated spray booth. In case of emergencies, all Tenants should understand the use of fire

extinguishers, the location of water, the location of fire pull boxes, the evacuation stair routes for their part of the building, and the location of the defibrillator. In case of accidental spillage, the Landlord must be notified immediately.

5. Tenant Maintenance or Construction. In accordance with the terms of its lease agreement Tenant maintenance or construction which produces heavy or toxic fumes or loud noise, may only be done when the TFAC is closed to the public, and upon consultation with the Landlord.
6. Use of Public Areas.
  - a. Tenants may not use public space as an extension of their leased premises for any purpose (including signs, artwork, and storage) without the written approval of the Landlord.
  - b. Use of the loading dock (for parking and/or disposal of trash) and carts must not be such to prevent their use by many people. Use of the loading dock is for loading, unloading, and trash removal. On evenings when event rentals are scheduled the loading dock accessibility by Tenants will cease at 4:30pm. In addition, the Landlord may on occasion limit access to the loading dock.
  - c. After any work is completed on the dock, the dock must be cleaned up.
  - d. Trash must be disposed on the lower level of TFAC. Glass must be wrapped or boxed. Per City Code, hazardous waste must be removed from the building and taken to a hazardous waste disposal site; this is the responsibility of the Tenant. All Tenant trash must be taken to the loading dock and not be put in hall trashcans or given to those cleaning the building. Large objects are the responsibility of the Tenant to dispose of.
  - e. Carts must be returned promptly to the loading dock.
  - f. Repair costs for damage to the loading dock, loading dock door, or carts are the responsibility of the offender.
  - g. Parking is limited to thirty (30) minutes for pick up and deliveries. Tenants must list their vehicles and studio numbers on the blackboard. A fine of \$25.00 will be charged after two (2) warnings for overtime parking.
  - h. Under no circumstances is spraying permitted in the loading dock area or anywhere other than those areas equipped with proper ventilation.
7. Emergency Contacts. All Tenants must designate an outside emergency contact. This individual must agree to contact the Landlord in the event that the Tenant is unable to perform his/her duties under the lease or sublease and to be contacted by the Landlord regarding the Tenant's status.
8. Emergency Representatives. All artists must designate another artist to serve as an emergency representative in the event that the artist becomes physically or mentally incapacitated. The emergency representative will be given a key to the studio and access to all supplies and materials. In the event that it is necessary to physically move an artist's work without his/her presence, the emergency representative will perform or supervise this activity.
9. Tenant Security Alarm Systems. Tenants with security alarm systems will provide alarm keys, which will be accessible to the Landlord to reset in case of false alarms.
10. Tenant Lock Replacement. All lock replacements, at Tenant's expense, must be coordinated with the Landlord, who must be given access to all Tenant occupied spaces.

11. Tenant Access.

- a. Tenants will have access to the public areas of TFAC between the hours of 6:00 a.m. and 1:00 a.m. on all days the TFAC is open. This access is only for Tenants, but not the general public or other invitees.
- b. Tenants must apply to the Landlord for use of the public space for meetings or other events.
- c. All Tenants may have controlled access by non-tenants outside of normal working hours, under the following conditions:
  - i. The Tenant will be responsible for meeting and escorting the invited person(s) to and from the public entrances to the leased premises. The Tenant will be solely responsible for those individuals during the entire period such person(s) is in the TFAC.
  - ii. In the case of classrooms and atelier, after-hours use must be supervised by the Tenant or its representative. The Tenant is responsible for training its representatives in building rules and procedures. Designated representatives may be staff, teachers, affiliates, or classroom monitors.
  - iii. In the event the Tenant desires to have an opening or other special function in his leased premises outside of normal working hours (that does not use public space), the Tenant will provide advance notice to the Landlord in writing and the Tenant will be responsible for any necessary building security and staff services. The Tenant will be solely responsible for those individuals during the entire period such person(s) are in the TFAC outside of normal working hours.
  - iv. No access will be permitted which might conflict with an event scheduled under the afterhours leasing schedule. The Landlord, whose decision will be final, will make decisions as to whether such access will be in conflict.

12. Events in the Public Space. The Landlord has the exclusive right to schedule events in the public space for groups and individuals that meet certain specific criteria and pay the rent to the Landlord. Access to the TFAC by the Tenants and public during such functions shall be controlled by the Landlord and will be subject to the event contract.

13. Evacuation Plan. All Tenants and staff should familiarize themselves with the Evacuation Plan and follow the instructions provided.

14. Clean and Safe Work Environment. It is the goal of the Landlord to provide a clean and safe work environment and it is expected that all staff and Tenants will help maintain it. Anyone discovering unsafe situations or work practices should immediately notify the Landlord so that safety problems can be identified and addressed.

15. Use of Torpedo Factory Art Center Name and Logo. To the extent the Landlord can control the use of the Torpedo Factory Art Center trademark, the use of the Torpedo Factory Art Center name will be managed by the Landlord. Additionally, any events or communications initiated by others desiring to use the Torpedo Factory Art Center name must be submitted to the Landlord for review and approval. The Landlord recognizes that the artist Tenants are responsible for marketing and promoting themselves as individuals. In furtherance of this recognition, the Landlord gives permission for the tenant artists to use the Torpedo Factory Art Center name and logo in the promotion of their own work according to the Guidelines for the use of the name Torpedo Factory Art Center and the "Torpedo Factory Art Center Style Guide".

16. Use of Images of Artists or Art. The Landlord recognizes that the visual art and artists are the property of those individuals. No use of these images will be made by the Landlord for any reason without the express permission of the artist. This permission does not extend to photographs of the TFAC that may include studios or photographs of the artists at work.
17. Coordination of Communications, Events, and Services.
  - a. Events. It is the intent of both the Landlord and Tenants to attract visitors to the TFAC, as such the Landlord plans, manages, coordinates, and facilitates special public events with the intent of attracting visitors to the art center and engaging them in the activities of the art center. In furtherance of this goal, the Tenants will actively work with the Landlord by encouraging artists' participation in activities and open studios.
  - b. Cleaning and Painting. Tenants must annually take part in cleaning and painting the exterior façade of the studio or gallery and the tasks of the annual Clean-up Day as requested by the Landlord.
  - c. Use of Public Areas. The management of events within the TFAC is directed by the Landlord. If any Tenants desire to use space outside of their Leased Premises, the space will be made available in accordance with the standard building rental policies.
  - d. Building Maintenance and Related Services. Building maintenance and related services will be handled by the Landlord. Requests for service and notifications of problems should be submitted in writing to the Landlord.
18. TFAC Days and Hours of Operation. TFAC shall be open to the public all year with the exception of the following dates: New Year's Day, Easter Sunday, the Fourth of July, Thanksgiving Day, and Christmas Day. TFAC's hours are as follows: every day except Thursdays 10:00 a.m. until 6:00 p.m. and Thursdays 10:00 a.m. until 9:00 p.m.
19. Hours.
  - a. To keep TFAC open and vital for visitors it is essential that studios be open.
  - b. The required hours per week for each studio are as follows:
    - i. Single artist studios must be open to the public a minimum of 1456 hours per year (this averages 28 hours per week).
    - ii. Two-artist studios must be open to the public a minimum of 1872 hours per year (this averages 36 hours per week).
    - iii. Three-artist studios must be open to the public a minimum of 2080 hours per year (this averages 40 hours per week).
    - iv. Four or more artist studios must be open to the public a minimum of 2496 hours per year (this averages 48 hours per week).
  - c. Hours must be met during the hours the TFAC is open to the public.
  - d. Artists must clearly post hours open on their doors, even if this changes day by day.
  - e. Although a studio's minimum open hours are described in terms of average hours per week, the studio may be open fewer hours during some weeks and extra hours during other weeks and still fulfill the minimum yearly hours requirement.
  - f. Regardless of how many hours have been worked ahead of time or will be made up for later, no studio may be closed for more than three consecutive weeks at a time.
  - g. In order to meet the hours requirements, subtenants may be sought.
  - h. Artists must be present in their studios in the TFAC the specified number of hours.
  - i. Artists may also use studio assistants. However, assistants do not relieve artists or studios of their hours obligations. As assistant must be conversant with all aspects of

the studio artists' work and be prepared to communicate with the public. An assistant may not display, promote, or sell his/her own work in the studio. j. All artists must keep accurate contemporaneous records of studio hours worked. Records must be made available to the Landlord upon request.

## 20. Lease Guidelines.

- a. Occupants. All artists occupying studio space must be either tenants or subtenants whether rent is shared or not. (Students, apprentices, assistants, and gallery members are not occupants.)
- b. Subleasing. In accordance with the lease agreement, the Tenant(s) (who has a lease with the Landlord) may sublease the studio in accordance with the Landlord's process and documents which includes, but is not limited to the following:
  - i. Requests for subleases must be submitted in writing to the Landlord. Such requests must be made by all signatories to the lease.
  - ii. An artist may not sublease for more than a total of four months in a calendar year except during a leave of absence (as described herein).
  - iii. Subleases may only be entered into with juried artists on the wait list.
  - iv. Subleases will only be permitted using the sublease document provided by the Landlord.
  - v. A sublease can only be entered into upon the written approval of the Landlord, which requires the Landlord's review of the sublease.
  - vi. The sublease will have as an attachment a document listing the rent charged, amount and location of display area and workspace available to the subtenant, and the number of hours to be kept by the subtenant. This shall be provided to the Landlord prior to the approval of the sublease. Rent charged to the subtenant is not to exceed rent paid by the artist for the entire studio. When applicable, other expenses of the studio will be agreed upon by all parties in writing.
  - vii. In case of hardship or unusual circumstances, appeal may be made to the Landlord.
- c. Leave of Absence for One Year.
  - i. When an artist wishes to take a leave of absence for up to one year for study or other valid reason, he/she must submit a written request to the Landlord.
  - ii. During the term of the lease, only one leave of absence is permitted.
  - iii. The tenant remains responsible for the studio rent as specified in the lease.
  - iv. The artist may sublease the studio.
  - v. Co-tenants may decline to sublease but must then pay the full rent.
  - vi. If there is no sublease, the artist on leave is not counted when calculating the minimum number of hours the studio must be open.
- d. Multi-artist lease. If a co-tenant desires to terminate his/her lease, the remaining co-tenants may seek the Landlord's permission to:
  - i. Enter into a new lease to add a juried artist from the wait list to the studio for the remainder of the 36 month term of the original lease by submitting a written request to the Landlord or
  - ii. Sublease in accordance with the lease and the Landlord's requirements as set forth herein.

- e. Studio Vacancies. Landlord will establish guidelines in consultation with artists when a space becomes vacant.

21. Guidelines for Workshops.

- a. A workshop is a studio containing equipment and facilities shared equally by a group of at least five artists dedicated to the purpose of creating work in, and advancing knowledge of, a specific medium.
- b. Each member of the workshop shall be considered a signatory to the lease and subject to all conditions therein.
- c. The studio must be of a size to permit the majority of members to work at one time. Space and major equipment must be shared equally.
- d. Workshops may present membership candidates to the Landlord for approval if the candidate has first met with the approval of all workshop members. If approved, candidates become workshop members. However, candidates gaining membership via this process may not lease or sublease in other studios without being a juried artist.
- e. Additional members may be drawn from the juried list. If there are no appropriate artists on the waiting list in the workshop's medium, one juried artist from another medium may join the workshop.
- f. Costs of the studio, including rent, must be paid by equal assessment or out of commissions and sales established for this purpose.
- g. The workshop must be open at least 40 hours a week during public hours. An effort should be made to be open at all the hours of the TFAC. Each member of the workshop is required to meet the individual artist's minimum hours as set forth herein.
- h. Any group considering themselves a workshop or intending to become one under these guidelines must have their workshop approved in writing by the Landlord.

22. Guidelines for Galleries.

- a. The purpose of a gallery is to present to the public juried work by a broad spectrum of artists which meets the highest standards of aesthetic excellence and craftsmanship, and to provide many artists the opportunity to participate in regularly scheduled juried shows.
- b. The organization and jurying of shows will be such as to ensure the highest quality:
  - i. All shows will be juried. There will be a minimum of 10 shows per year. A minimum of 5 shows per year will be juried by a qualified juror from outside the TFAC. The gallery may appoint a member to work in conjunction with the juror. Shows shall be selected in accordance with the criteria established by the gallery and approved in writing by the Landlord.
  - ii. Work exhibited will follow criteria for original work as stated herein, excepting the requirement that members' work be created on the premises.
  - iii. The galleries will make every effort to present varied shows of high quality. Only work juried for the current show may be exhibited.
- c. The gallery will fulfill an educational role by providing information to the public on the relevant media.
- d. The gallery will be open to the public during normal TFAC hours (a minimum of 50 hours per week) and will be open every day that the TFAC is open. The gallery will be staffed by a gallery member or staff person familiar with the medium.

- e. The gallery representative will keep the Landlord informed of gallery activities.
23. Standards and Practices for Fine Arts and Fine Crafts. To further implement these rules, the following standards and practices have been established with particular regard given to quality and craftsmanship.
- a. Originality.
    - i. Work must be the artist's original concept. It must be produced by the artist or under his/her direct supervision.
    - ii. Commercially made supplies and parts that are not incorporated into the artist's work must not be exhibited or sold separately (e.g. uncut stained glass, jewelry chains, commercially produced beads and findings, among others).
    - iii. Commercial supplies and parts must be only a minor element of the finished piece so that it will show the hand of the artist.
    - iv. Framing or repairs of work other than the artist's own work is not permitted at TFAC.
    - v. Original work is that which is conceived and executed by the artist. Only limited assistance is acceptable in the execution of the work.
    - vi. Emphasis of artist's work should be on one-of-a-kind pieces or responsibly sized (in numbers) editions.
    - vii. Any artist using technology that yields multiples, in any step in their process, must provide information about the process to visitors or purchasers.
    - viii. The term "Original Print" is reserved for hand-pulled prints from a physical matrix.
    - ix. No commercially produced article will be displayed with or as original art unless it functions as a minor part of the original final work. (Examples of supporting parts: frames, sculpture bases, jewelers' findings, beads, etc.)
    - x. Kits are not to be sold in studios.
    - xi. Artists may sell commercially produced cards.
    - xii. The only books and catalogs that an artist may sell in his/her studio are those in which the artist is represented.
    - xiii. Artists shall have the freedom to grow aesthetically but must adhere to the standards and practices for the medium in which they are working.
    - xiv. Artists using purchased components must present a finished piece in which the focus is on his/her own design rather than the purchased components.
    - xv. Information will be available in each studio to identify and explain the methods and materials used in creating the work.
  - b. Medium-Specific Standards and Practices.
    - i. Art Glass – stained glass, etched/engraved glass, fused glass, framework, cast glass, enameling
      - 1. No commercial patterns or kits allows.
      - 2. No imitation stained glass, such as plastic overlay, is allowed.
      - 3. Multiples of design are acceptable.
      - 4. Containers that are not food-safe will also be labeled.
    - ii. Ceramics
      - 1. Original; and subsequent castings.
      - 2. Food containers must be food-safe. Containers that are not food-safe must be clearly labeled.

- iii. Engraving
    - 1. Only hand engraving is acceptable.
  - iv. Fibers
    - 1. Emphasis should be on one-of-a-kind pieces and not production work.
    - 2. No direct use of commercial patterns or kits.
  - v. Jewelry
    - 1. The concept and the hand of the artist must be the focus of all of the work.
    - 2. Original; and production pieces.
    - 3. A jewelry piece should not be just the sum of its parts, but must become an original concept.
    - 4. Purchased components that evidence significant artistic involvement, i.e., carved stones, strung beads or other materials, can only be used as a minor contributing part, both in visual volume or concept of a finished art work.
  - vi. Musical Instruments
    - 1. Majority of work done in the studio should constitute making of new instruments.
  - vii. Painting, Drawing, Collage, Mixed Media
    - 1. Original, and subsequent reproductions. Any reproductions must be accurately labeled as reproductions.
  - viii. Photography and Digital Art
    - 1. Photographic prints for display and sale in the studio must be either
      - a. Produced entirely by the artist or
      - b. Produced by a printer-craftsman (either commercially or custom) following the specific instructions of the artist as so indicated. Photographers who do not print their own work must so indicate.
  - ix. Printmaking
    - 1. Original, and subsequent reproductions.
    - 2. Original prints are limited works in which the matrix (plate, stone, block, film, positive, stencil, computer image, etc.) is conceived and executed by the artist. The Edition must be produced by the artist or under his/her supervision.
    - 3. If a print is produced in its entirety by the artist, the abbreviation “imp.” (Impressit) may be placed after the artist’s signature to so indicate.
    - 4. In the case of artist collaboration within TFAC, each artist should sign the print.
  - x. Sculpture.
    - 1. Original; and subsequent castings. Sculpture may be cast outside TFAC if the materials used in casting cannot safely or realistically be used inside TFAC by the artist (e.g. metals, resins).
    - 2. Every sculpture will be durable, safe, and well crafted.
24. Communication. The success of the TFAC is based upon a collaborative relationship between the Landlord and Tenants. Therefore, to encourage open communication the



Landlord will designate a liaison to be available regularly by appointment to meet with Tenants about concerns related to the TFAC. Tenants must first submit their concerns in writing to the Landlord. The Landlord can assist with matters related to leases between the Landlord and its Tenants and the operations of the TFAC.

25. Conduct. TFAC is an open and collaborative environment, as such everyone should treat others with respect and courtesy; express their ideas in an open and helpful manner; demonstrate honesty and integrity in their comments and actions; listen and let others express their ideas and opinions; and if a decision is made with which you do not concur, agree to disagree and/or use appropriate means of civil or civic recourse, and move on.
26. Reporting. The TFAC is a public space and strives to provide a welcoming and positive environment for visitors, staff, artists, and students. In view of this goal and the common interest in the success of TFAC, Tenants and staff should report any activity that is contrary to this mission to the Landlord.
27. Modification. These rules may be modified at the discretion of the Landlord. This includes modifications to insure compliance with public laws, ordinances, and regulations to protect the TFAC, or public areas, and the overall public health and safety of the TFAC.

Date: August 29, 2016