



INSTRUCTOR AGREEMENT

The Instructor hereby agrees with the Medford Arts Center (hereinafter referred to as the “MAC”), a not-for-profit corporation, with offices at 8 North Main Street, Medford, NJ 08055, that for good and valuable consideration noted within this Instructor Agreement (hereinafter “Agreement”), including, but not limited to the MAC’s authorization to the Instructor to use the MAC’s premises and/or online services as described herein, the Instructor shall abide by the following terms and conditions:

- Instructor must be a member of the MAC (You must sign up if, not currently a member).
- Instructor shall use the MAC’s premises and/or online services only for the purpose of the class listed above during the date and hours listed above for which not more than 50 persons shall be present in the Building and no more than 100 Online. Note: Request a moderator for online classes with more than 15 participants.
- Instructor shall abide by all of the terms and conditions set forth in the MAC Usage Policy set forth below and in the event of the violation of any terms of the Usage Policy the MAC reserves the right to terminate this Agreement.

Student payment for the class (hereinafter “tuition”) must be either online via MedfordArts.com website or by check payable to the Medford Arts Center received by mail at the address noted above and received at least seven (7) days prior to class start date. Late registration is at the discretion of the instructor. Instructors are not permitted to obtain the tuition from any prospective students for the class.

- Instructor shall receive 70% of the tuition and the MAC 30% of the tuition. Tuition is based on the Member rate. MAC non-member fee is not subject to the 70/30 split. The MAC shall pay Instructor his/her portion of the tuition within ten (15) business days at the conclusion of the class.
- Instructor agrees not to hold the same classes at local businesses that art centers or arts focused in the 08055 area code. Exceptions are at the discretion of Medford Arts and Instructor and must be in writing.
- The MAC will not provide any supplies for the class. The Instructor is responsible for (1) giving the students a supply list, or (2) charging a material fee, or (3) the Instructor will provide the materials.
- The MAC will provide the Instructor with a list of students who signed up for the class. Instructor agrees that he/she will not use this student list to seek student enrollment in classes unaffiliated with the MAC nor will he/she seek to solicit any

student in a MAC affiliated class to attend a future similar class not affiliated with the MAC.

- The MAC will promote the class. However, the Instructor is encouraged to promote the class to his/her following/students.
- The class may be cancelled if the minimum number of students, mutually agreed to by the Instructor and the MAC director, do not register. If the minimum number of students do not register, the Instructor and the MAC director will mutually determine if the class will take place regardless of the number of registrants.
- The MAC will provide drop cloths to protect the floors and tables. The Instructor and students are responsible for maintaining the MAC's premises in a proper condition. A reasonable cleaning fee will be withheld from the Instructor's portion of the tuition if the MAC's premises are left in unsatisfactorily condition at the conclusion of each class session. For online classes the MAC will provide access the MAC's online meeting provider. The Instructor will receive a link to be used only for the class identified herein. Rules of conduct apply online.
- Instructor accepts and assumes the risk of all conditions existing on or about the MAC's premises and agrees to waive and relinquish all claims, causes of action and lawsuits of any kind Instructor may have against the MAC, the MAC Board, its volunteers, employees or representatives arising out of the use of the MAC pursuant to this Agreement.

Instructor agrees to indemnify and hold the MAC, the MAC Board and its volunteers and employees harmless for all harm, risks, liability, injury, damage and loss to all persons and property arising out of or resulting from the Instructor's use, pursuant to this Agreement, of the MAC premises and/or online services.

MEDFORD ARTS CENTER USAGE POLICY FOR INSTRUCTORS

I. Public Use Statement

The Medford Arts Center (the MAC) is leased and operated by the MAC. Public accessibility is a goal of the organizations. However, since unprogrammed and unregulated use of the MAC's premises can result in damage to property, and, since certain costs will be incurred by such use and should be shared by the users, and since potentially valuable works of art may be within the MAC's premises, the following policies have been adopted by the Board of the Medford Arts Center to provide accessibility, safety and appropriate use.

II. Usage Policy

Users must leave the MAC's premises clean, orderly and undamaged, including, but not limited to the following:

1. All trash must be bagged and deposited it in the big trash cans located within the exterior of the MAC's premises.
2. All bottles and cans must be separated and placed in the blue recycling containers located within the exterior of the MAC's premises.
3. Any works of art in the galleries **MUST NOT BE TOUCHED OR MOVED**
4. The walls and woodwork must not be marked and decorations, posters, signs, advertisements or any other items must not be taped, glued or otherwise fastened to the

walls.

5. Any MAC tables or chairs that are used must be cleaned and returned to their original location or storage site.

III. Public Safety

1. Drugs or narcotics are strictly prohibited within any portion of the MAC's premises.

2. Smoking inside the MAC building is prohibited.

3. Users may not endanger the safety of any person by any conduct or act, including disturbing the peace or committing any assault, battery or fighting.

4. In case of injury or illness, the person in charge must call 911 or arrange for 911 to be called.

5. All entrances and exits must be left clear for emergency access.

IV. Restrictions

1. The MAC Board reserves the right to prohibit, rescind or change the use of MAC's premises without notice or cause.

2. All MAC programs take precedence and other users will not be permitted to displace or interrupt those programs.

3. All users must terminate their activities by 11:00 p.m. and clean up and vacate the MAC's premises by midnight

4. Applications for use of the MAC's premises and/or online services may be denied at the discretion of the MAC Board.

V. Supervision

1. Persons or entities permitted use of the MAC's premises are responsible for the proper supervision of all users. Those users under the age of 18 years shall not be left unsupervised at any time.

2. Persons or entities permitted use of the MAC's premises will be held liable and responsible for any personal injury or property damage resulting from lack of supervision or poor supervision of users.

3. Proper use of the facilities is of utmost importance. Persons or entities failing to abide by the provisions of this policy will be asked to curtail their event and may be denied further use of the MAC's premises and/or online services.

4. Any problem encountered with the MAC's premises must be reported to a MAC representative within 24 hours of the conclusion of the usage.

Agreement Signature_____

Print Name_____

Date_____