

Whistle Stop Studios Membership Agreement

Updated: Jan 9, 2019

Scope: This document describes what it means to be a member in the studio space sharing agreement heretofore referred to as Whistle Stop Studios. It spells out what can and can't be done as a member of the studio.

Purpose: To provide an affordable, shared, space for myself and other photographers to do their work, and store their equipment. Members have access to the studio facilities by reserving the studio for a specific time slot. Although this document will attempt to describe a set of reasonable rules and guidelines, the members need to keep in mind that beyond any written agreement, they need to cooperate and be considerate of each other's needs, in order for this arrangement to work effectively.

Membership: (Five levels: "Professional", "Basic", "Limited", "Hobbyist", and "TimePack")

The number of members I sign up is based on setting the monthly cost at a very affordable amount which covers the monthly lease and utilities (heat and A/C), plus liability insurance, Internet, and maintenance. By keeping the number of members down, we minimize the conflict over studio time as well. With only a few users, there is plenty of time available for everyone. To be clear, members are acting as freelance sub-contractors (not employees or sub-letters) of Whistle Stop Studios, doing work at the studio on my behalf. This is to stay within lease and insurance guidelines.

Professional members have the following advantages over a Basic, Limited or Hobbyist membership:

- 1. They get many more hours of studio use**
- 2. They get a private equipment storage locker**
- 3. They can display 2 framed pictures on the studio wall**
- 4. They can have a 8.5" x 11" magnetic sign on the studio door**
- 5. They can have a link on the Whistle Stop Studios web site that points to their own site.**
- 6. They can display business cards on the desk and outside the entry door.**
- 7. They can run their own workshops or events (see details below)**

Limited members: have the same privileges as Basic members, described in more detail in this document, except they can only use weekday hours.

The Studio:

Location: Off of Rt 62 in Wilmington less than a mile from Rt 93, and at the North Wilmington station on the MBTA commuter rail Haverhill line.

Address: 200 Jefferson Rd, Unit #206, Wilmington, MA 01887

Studio owner: Gary Field, 70 Worthern Pl, Tewksbury, MA 01876

978-257-6165, Gary@MVimaging.biz

General info:

- Studio membership provides you the unique opportunity to have such convenient studio access that it will be essentially the same as owning your own fully equipped, professional studio!
- 1000 sq ft of space with high ceilings, heat and A/C, on the second floor of a small strip mall with doctors, lawyers, a hair salon, and a few other shops.
- Two regular 9ft sets with a variety of background, and lighting, options.
- One set that can easily be set up as a bedroom, or living room scene
- An inside Window that can be used from either side.
- Over \$6000 worth of Paul C Buff lights (9 x E640 w/PW MC2), Pocket Wizard MultiMax II triggers, and a variety of modifiers (Octabox, softbox, beauty dish, strip boxes, umbrellas, Retro-Laser, PLMs). If members want to use their own Pocket Wizard TT6/AC3 (specific to their own camera) they may do so. Old style Pocket Wizards will not work in this studio because they do not support the PW Control TL protocol / channels.
- Hundreds of props are available for use by all members (chairs, tables, hats, masks, phones, radios, artificial flowers, sporting goods, etc, etc)
- Built in 1990 and well maintained. This is a clean, modern space, NOT an old mill or warehouse.
- Nice safe neighborhood
- Clean, private bathroom inside the space
- Totally private studio space (You always have the entire studio to yourself).
- Plenty of AC power outlets everywhere you'd want one, to minimize extension cord use.
- Private changing room with makeup station (table, stool, mirrors, lights, outlet for curling iron etc)
- Garment rack to hang coats, dresses etc.
- Coffee station with Keurig coffee maker, microwave, small refrigerator and toaster oven. tea and coffee K-cups, creamer, and sweeteners provided.
- Large, well lit, free parking lot
- Dumpster for trash disposal
- Adjoining woods, and brick walls to use. Shooting on the railroad tracks is not recommended.
- Next door (<100 yards) to the North Wilmington MBTA Commuter Rail station on the Haverhill line (zone 3, flag stop).

- Signage on the front door, and on a post on Rt 62 which has high visibility. Door sign tells customers to go to our web site: <http://WhistleStopStudios.org> (with a QR code), select a professional photographer and make an appointment for a photo session.
- Conveniently, a number of small restaurants and services are located in the immediate vicinity. Dunkin Donuts, pizza and sub shops, small grocery store w/beer and wine etc. I keep menus in the desk.

Studio Size: 1000 square feet with 9.5ft, drop panel ceilings.

The studio is comprised of 3 rooms. One large 19 x 28 room and two smaller rooms 19 x 13 and 19 x 9. The 19 x 28 ft room being the main studio, divided into two sets. Set 1 has background stands and also doubles as classroom space with projection screen. Set 2 has a wall rack for three rolls of seamless paper. The 19 x 13 ft room can be used as a natural light studio / bedroom set, as it has 3 large South facing windows. The 19 x 9 room is for prop and equipment storage, as well as a changing/makeup area for models. A dedicated makeup station with mirror, lights and a power outlet is provided.

There is minimal privacy between these rooms, so we reserve the whole studio as a unit, unless two photographers by mutual agreement, want to share portions with no expectation of privacy.

Scheduling:

- Let's do the math here: The studio is available 98 hours per week (Officially, 8AM to 10PM 7 Days a week), 28 of those hours are on weekends. Weeks are counted from Monday Through Sunday.
 - **"Professional"** members can use the studio up to 20 hours per week, 6 of which can be during the weekends (Sat & Sun).
 - **"Basic"** members get 5 hours of access per week, 3 of which can be during the weekends.
 - **"Limited"** members get 5 hours of access per week, BUT ALL of those hours must be weekdays Mon-Fri 8AM to 5PM.
 - **"Hobbyist"** members get 8 hours of access **per month**, 4 hours of which can be on weekends.
 - **"TimePack"** members don't have restrictions on the number of hours per week, but are charged different numbers of credits based on when they book the time.
 - If a member wants to use more than their normal allotment, extra hours can be used **with prior approval**, at a cost of \$25/hr, to be paid with the next month's dues.
- Number of members: These numbers may be changed as required, but currently, the plan is to have: The "Owner" (Gary Field), Two "Professional" members, Four "Basic" members, One "Limited" member, One "Hobbyist" member, and Two "TimePack" members.

- A google calendar will be shared with members when they sign up. In order to reserve the studio for use, a member needs to create a calendar event in the **whistle stop studios calendar** for the desired date, time and duration. The other members will then be aware that the studio is in use by you at that time. The studio is officially available between 8AM and 10PM daily. If you have a specific situation which can't be handled within the above rules, call me and explain. I'm sure we can work something out. Never alter another user's booking! In the several years that the studio has been in operation, we have never had a conflict for available time. People's schedules mesh much better than one might expect, and it just isn't a problem with the number of members we have. **PLEASE BE SURE that you make your bookings in the Whistle Stop Studios calendar, which displays as a brown color. If you make it in any other calendar, other members will not see it, and there may be a conflict! Also, please prefix the title of your session with your "first name:" (e.g. Gary:Shoot)**
- No guarantee of studio time availability is expressed or implied by membership in the studio. Studio access is on an "as available" basis. In cases of conflict, the studio owner will resolve the conflict using his own discretion.
- Members must be diligent about cancelling bookings promptly if they will not be used, so as to avoid wasting the studio resources.
- Booking time includes setup and cleanup time! Plan accordingly! Cleaning up after yourself and your clients/models is REQUIRED not optional! EVERYTHING must be put back exactly where it was/belongs. There is a checklist on the door to remind you of what needs to be done before you leave.
- Please allow 30 minutes between bookings. Don't schedule your booking immediately after another user's booking.
- Even though the studio is in a retail location with potential foot traffic, it is not allowed for members to "hang out at the studio" hoping for retail customers. Book the studio only for shoots you already have a client for. The studio is on a "by appointment only" basis.
- Do not do things like booking every Tuesday morning in hopes of having a shoot.
- Members get a \$10 discount if they attend studio run workshops through my Meetup group **New England Portrait Photographers and Models**.
- Sharing the studio in this way depends on cooperation between members. Please use your time wisely, and be reasonable in how much time you book. If there are too many conflicts, we will need to place more limits on usage and I'd rather not do that. With only a few members we should all be able to have the access we need. If certain members tend to be uncooperative with scheduling, their membership will be cancelled.

Financial: Upon joining, each member will pay first and last month's membership dues, plus a security deposit equal to a month's dues and a key deposit. Payment of each month's dues at

the beginning of each month may be done with a check, or by credit/debit card. Credit/Debit card is the preferred method. The first month's dues may be prorated to the 1st of the next month, so that all member's dues are payable on the 1st. I may request permission to run a credit check on you as well. Once approved, the member will be issued a key to the downstairs glass door, and may choose a 4 digit code for the lock on the studio door. The member's email address will be added to the share list on the google calendar also. The last month dues and security deposit will be held in escrow until the member terminates membership, at which point it will be returned to him/her, unless the member has caused damage, or failed to pay dues during his membership term. Since the membership commitment term is basically month to month, the membership dues and agreement is also subject to change with only 60 days notice. In January of each year, I can provide you with a statement of studio dues you have paid during the previous year which you can use as a business deduction.

Referral Bonus: If you get a person to become a monthly member (not a Time Pack member), and that person mentions that you sent them, you get a bonus credit in the amount of one month's membership for the new member. (e.g. If someone signs up as a "Professional" member, and mentions that you sent them, you will receive a \$320 credit.

On-site storage: Professional members get their own private 36" x 72" x 18" metal wall locker. Other types of members do not get any on-site equipment storage space.

Seamless paper: Members may use the studio provided seamless paper at a cost of \$15 per 8ft use (that's my cost). The studio is now equipped with white vinyl for the high key set. If it gets dirty, it can be cleaned with a damp sponge mop and baking soda, then rinsed with a clean damp mop. This avoids using large quantities of white seamless paper. Pay attention to your client/model's shoes and make every effort to minimize black marks on the set! If marks are made, **CLEAN THEM OFF BEFORE YOU LEAVE!**

Policies:

- Members will each have a key to the outside building door, and a code for the lock on the studio entrance door. members must NEVER provide their key, or combination to non-members. Doing so is cause for immediate cancellation of your membership! BE VERY CAREFUL when entering your code, that no one else can see it. If you think your code has been compromised, let me know so I can change it. Codes may also be routinely changed from time to time for security.
- **NO SMOKING** is ever allowed in the studio under any circumstances.
- Members may bring in an assistant, MUA , multiple models etc to help with his/her shoot. However, it is not allowed for a member to bring in other shooting photographers, or more than 6 people total, except as part of a planned, sanctioned studio event. If you will be teaching other photographers, it needs to be approved as a workshop/event, run by a "Professional" member.
- You may rearrange the lights and furniture, however, you must **put everything back exactly where it was** before you leave!

- Members may NOT borrow, or take any equipment or props outside of the studio.
- A member's privileges may not be "sublet" to anyone. Membership is for you only. If you have a business partner, we need to know about that up front.
- As a member, you are responsible for what your guests (models, MUA, escorts etc) do!
- You must clean up any messes they leave, including spills, trash, clothing left behind etc! If your client uses props, they must be returned to EXACTLY the same box they came from. I have spent considerable energy organizing props and equipment and I get very unhappy when I can't find items that I know I have!
- When you are leaving the studio, go down the checklist near the door to make sure you've remembered to leave things the way they belong. Please remember to set the thermostat back to System "Heat" and 60 deg in the winter, and to System "Off", or "Cool" 80 degrees during hot spells in the summer, to avoid wasting energy (and hence money).
- Do NOT leave the studio door open during your shoot!
- No illegal drugs or controlled substances on premises. Alcohol may be brought into the studio, but must be kept from anyone who is under 21.
- Membership is at the discretion of the studio owner, Gary Field. A background check may be conducted during the application process. Some reasons for removal, might be gross misconduct, divulging your access code, or the member being in default of his dues for more than 30 days. If asked to leave the studio, the member's key will be confiscated, their door code deleted, and they will have up to 14 days to coordinate with me to remove any personal items from the studio.
- **Membership dues are due on the 1st of each month!** Please make sure your credit or debit account has sufficient funds on the 1st to avoid late fees. See **Late Payment Notice** on the **Membership Rates** page at the end of this document.
- Members must give at least 60 days notice if they intend to terminate their studio membership. Failing to do so may result in losing your security deposit.
- Minor clients and models under 18 years of age MUST have a parent or legal guardian present at all times. There will be no nudity, even implied, or lingerie photos of any kind, with minor clients or models. Swimsuit shots are allowed only if approved in writing by parent or guardian.
- **Allowable shoot content (with clients and models 18 years or older):** Any legal content. Be sure to check (and copy or photograph) photo IDs, as proof, and get signed model releases or contracts.
- Well behaved dogs, cats, and small mammals are allowed. Any other animals require prior studio approval. Be sure to thoroughly clean up any messes associated with any animals you bring in, including their fur. If the studio begins to smell like animals or the rug has visible fur on it, I will need to change this policy!
- There is a vacuum cleaner in the furnace closet. Please use it often!

- No use of fire (up to 4 candles is OK), pyrotechnics, flammable or dangerous chemicals in the studio. Fog machine fluid is OK.
- All users are required to leave the space exactly as it was found (everything in its place) when they leave. Damage to any equipment that is not your own must be reported immediately. You are responsible for any damage done by your models, clients, or guests.
- "Basic", "Limited", and "Hobbyist" members may **not** display pictures on the studio walls, or leave business cards in the holders on the desk, or outside the door.
- It is desirable for all members to contribute some props that can be shared by all the studio users. Sharing things like chairs, tables, light stands etc that are not easily damaged will minimize the amount of stuff that must be stored in the lockers and gives us all more variety in our work. Check with me before bringing in large items though.
- The refrigerator is provided as a convenience for us and our clients. Please treat it as you would your own at home. If you notice something perishable is past its expiration date, throw it out. If you use bottled water, soda or beer, replace it, so cold drinks will be available for the next user. Coffee, water etc are for the member's and client's convenience. The studio is not a free source of these things. You need to replace what you use.
- Paper products are provided for your use, but please don't waste them or leave paper clutter around the studio. Trash and recycle receptacles are provided, please use them. If toilet paper, paper towels, or coffee supplies run low, leave me a note so I remember to replace them. If you have seamless paper to dispose of, please roll it up tight and put it in the dumpster outside the Credit Union. If after your shoot the seamless paper isn't clean enough for the next user, neatly cut off an 8 ft piece and re-staple the wood strip on. Send me an email so I can charge you accordingly. Do NOT cut off the white vinyl backdrop. It can be cleaned with baking soda and a damp sponge mop. We must all try very hard to keep the white backdrop clean and free of heel marks! This has been a problem and will be carefully monitored. If the white backdrop is badly marked up when you arrive, bring it to my attention immediately.
- If there are perishable items in the trash, or the barrel is full, please take the trash bag out to the dumpster and replace the bag. Place any empty bottles and cans in the recycle bin. Do not put partially full drinks in the trash or recycle bin. Empty them into the sink first. Do not leave partial bottles of water around! Clean up after your session!
- A music system is provided for everyone to enjoy. It has a standard 3.5mm AUX input and a Bluetooth interface. Please keep the volume at a reasonable level. Other

tenants in the building may not appreciate your wonderful taste in music as they are trying to work.

- The studio now includes WiFi Internet access with your membership at no additional charge. The password will be shared with you when you join.

Studio Events: "Professional" members may hold classes, gallery shows, fashion shows, workshops, and other types of money making events at the studio, by giving the studio a minimum of 30 days notice, and choosing a date on the calendar that the studio is available. The member organizing the event must present to me a written plan describing the event, and showing how the money made from the event will be divided. The studio will expect to get a share of the profit (minimum of \$30/hr). Money to be paid to models, assistants etc must all be spelled out in the plan. Events must be tasteful in nature (no Porn or Hustler styles, mild bondage is OK). Events will be coordinated with the studio members in order to prevent any one member from monopolizing them. A rotating system will give all professional members the opportunity to run classes and workshops as desired. It is desirable for the studio to sponsor events on a regular basis to keep us in the public awareness as a resource for classes etc. This is also a desirable source of funding to do improvements etc. The studio's Facebook page and web site may be used to promote such events. The studio will generally sponsor a free Open Studio Meet N Greet type event a few times during the year, usually around Halloween and Christmas.

- The studio may be rented to non-members on an hourly basis occasionally. The number of rental sessions will be limited to avoid conflicting with member usage. All rental sessions must be monitored by the owner or a member. If you are willing to be present to monitor hourly rental sessions, let me know what hours you would be available, and I will check with you when I book rental sessions. Being a studio monitor pays \$15/hr.

Web Sites and online presence: The studio will maintain a public web site:

<http://www.WhistleStopStudios.org/>

with a link to a profile for each “Professional” member for the purpose of promoting their work, and advertizing for workshops and classes offered by the studio. A copy of the current version of this document will also be there to inform new members.

A facebook page for the studio will also be maintained, for the purpose of publicizing the studio and its members and events:

<https://www.facebook.com/WhistleStopStudios/>

Insurance: The studio maintains a \$1000,000 liability insurance policy to satisfy lease requirements. Members may want to have their own policy.

Whistle Stop Studios is a business!

The studio runs on a very low profit margin. Please keep in mind that we need to cover the following monthly expenses:

- Studio lease
- Electric bill
- Heat and A/C bill
- Property taxes
- Insurance
- Internet access
- Equipment repairs and maintenance
- Paper goods and supplies
- Props

Membership Rates

Membership Dues: (First month may be pro-rated to 1st of next month) **(Check one)**

- Professional: \$320/month
- Basic: \$160/month
- Limited: \$100/month
- Hobbyist \$90/month

Time Pack: \$480 / 18 credits

- Weekday hours M-F:8am-6pm = count as 1 credit
- Evening hours M-Sun:6pm-11pm count as 1.25 credits
- Weekend hours Sat/Sun:8am-6pm count as 1.5 credits

Notes:

1. If a TimePack user's time slot crosses between categories, the more expensive category is used to bill it.
2. Holidays count as weekend time.
3. Studio time is allocated on a first come, first served basis, via a shared google calendar.
4. Time Packs are good for 12 months after purchase. Any unused credits become void unless applied to a membership(at \$25/ unused credit) - no refunds.
5. TimePack members must be vetted, because they get keys to the studio. So, don't expect that you can necessarily buy a Time Pack one day and start using it the next. Allow at least a week after your first Time Pack purchase.

- | | | |
|---|------|--|
| <input type="checkbox"/> TimePack Fee | | (\$480 for 18 credits) |
| <input type="checkbox"/> First Month dues | | (Pro-rated to 1st of next month) |
| <input type="checkbox"/> Last Month Dues | | |
| <input type="checkbox"/> Security Deposit | | (Equal to one month dues) |
| <input type="checkbox"/> Key Deposit | \$20 | (For outer door key and storage cabinet key) |

Total due at signup:

Payment Methods

It is preferred that payment be made by "Credit Card on File". Or, if you wish, I can send you a Paypal invoice. If you are totally averse to online payments of any kind, you can mail a check to my PO Box, but it must arrive by the 1st of each month.

Late Payment Notice:

If I do not receive a check by the 1st of the month, or If your card is declined for insufficient funds, I will notify you, and you will have 2 days to remedy the problem. If payment is one week late, I will add a \$10 late fee, two weeks \$20, and after 3 weeks, you will be given your membership termination notice. I need to pay the studio lease to keep the studio open, and I depend on my members paying on time.

I agree to be bound by all of the above policies and conditions, and to pay all fees as described herein.

Name(print): _____

Signature: _____

Date: _____

Member Contact Info

Member's Contact Info (must be the same as credit card billing info if credit card is used for payment of dues):

Name: _____

Address:

Street: _____

City/Town: _____

State: _____, ZIP code: _____

Home Phone: _____

Cell Phone: _____

Email addr: _____ (@gmail.com recommended)

Business Name: _____ (optional)

Web Site URL: _____ (Optional)

Web Link Title: _____ (optional)

Are you willing to monitor occasional studio rental sessions for \$15/hr (Y/N):__

Member's Personal Info

The following info will be kept secured in an encrypted data file:

Member's Door Code: __ __ __ __ (cannot start with 26)

Credit card info (if credit card payments are used):

Card number: _____

Expiration date: ____ / ____

CVV code: _____

Billing ZIP code: _____

Name On Card: _____