Artist in Residence Agreement

Artist:
Date:

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Overview

A. ___________ ("Client" or "we") provides [add recitals about Client and program]

D. Our Artist in Residence program ("Program") awards fully sponsored residencies to artists. The Program provides a unique opportunity for artists to immerse themselves in a dynamic community, exchange ideas, and form collaborative personal and working relationships with other artists. Artists receive private studio space at our ___________ ("Center"), public presentation opportunities, shared housing, access to transportation, and stipends. Artist ("Artist" or "you") wishes to participate, and we confirm your participation, in the Program.

C. You understand that the Center is a shared workspace. You will get the most out of the Program if you and everyone else creating and working here are responsible, respectful, and supportive community members. Cooperation is central to successful operation of the Program, and you'll see that we have expectations about how we all work here.

D. This Agreement ("Agreement") is a road map and legal contract for your participation in the Program. It includes information, sets out expectations, and confirms legal obligations. Sections 1-9 of the Agreement cover, among other things, core Program elements such as studio use, your work, promotion of your work, our community, and conduct in our community. Sections 10-14 address legal matters, including the relationship between you and Client, liabilities, and termination of your participation in the Program.

1. Support

1.1 Stipend
We will pay you, during your participation in the Program, a monthly living stipend of $________, for a total stipend of $__________ ("Stipend"). We generally pay the monthly amount on the ____ day of each month, with payment of the last $_____ of the Stipend conditioned upon receipt from you of documentation of your work as contemplated by Section 5.4 of this Agreement.

1.2 Program Support
We pay the Stipend to support your participation in the Program and the expenses involved while living and working at Client. The Stipend is not wages and is not a grant. As provided in Section 10.4, you are responsible for paying any taxes due as a result of your receipt of the Stipend.

2. Your Studio

2.1 Space
Client will provide you with studio space ____ ("Studio") in the ________ ("Building") at the Center.

2.2 Term
You may use the Studio starting on [___] and ending on [___], unless your participation in the Program terminates earlier as provided in Section 13.

2.3 No Charge
You don’t pay any rent, fees, or other amounts for use of the Studio.

2.4 Utilities
You don’t pay for utilities. We encourage you to use electricity, water, and internet access prudently.
2.5 No Sharing or Switching
You may not share your Studio with another person or switch your Studio with another artist working at Client without first obtaining our written consent. We consent to sharing or switching only in exceptional circumstances. For clarity, the length of your participation in the Program does not entitle you to move to another space if a vacancy occurs.

3. Your Use of the Studio

3.1 Use
You will have access to the Studio seven days per week and 24 hours per day. You will use the Studio for the sole purpose of making art. You may not conduct non-Program activities in the Studio including, for example, living at the Center, hosting private events, allowing other persons to use the Studio, or engaging in other income-generating activities.

3.2 Care and Maintenance
You will use due care at the Studio. You will keep it clean and in good order, and use it in compliance with the policies and any guidelines we give you. You will maintain the interior of the Studio and cooperate with Client to repair it if necessary, and you will let us know promptly if you or others damage it.

3.3 Alterations
You are invited to use the Studio to advance your work. However, you must return the Studio to us in the same condition as when you arrived. You may not make permanent changes to the Studio. You may not make any semi-permanent alterations (such as painting or putting holes in a wall) to the Studio without first getting our approval. You may not paint or permanently alter any exterior walls facing the Building’s hallways.

3.4 Furnishings
Each Studio is supplied with a freestanding heater. You may not remove or replace it. We are happy to share any of our surplus tables and chairs with you, but you are responsible for furnishing the Studio.

3.5 Quiet Enjoyment
You will be considerate of all artists working in the Building, including keeping your dust and noise levels in the Studio to a minimum when there are other artists working.

3.6 Large Gatherings
You may not host more than six non-Client artists in your Studio without first getting our approval.

3.7 Legal Requirements
You will comply with all laws applicable to your use of the Studio including, without limitation, laws relating to fire safety and materials use.

3.8 Compliance with Client’s Policies
Our Studio and Building Policy (attached to this Agreement as Exhibit A) sets out background information about our facilities and a number of specific rules relating to safety and shared use of those facilities. You will comply with the Policy.

3.9 Building Security
Client provides locked access to its buildings as the primary form of security. You are responsible for helping to maintain the security of the Building.

3.10 Studio Security
We will provide you with a padlock for your Studio, which must remain with the Studio. Due to fire safety rules, you will use this padlock as the only locking device for the Studio.
3.11 Inspection and Visitors
Client may enter your Studio at reasonable times to inspect your use of the space or to carry out repairs and the like. In addition, [redacted] representatives may enter the Studio at any time, and Client may, with reasonable advance notice, bring patrons, funders, curators, art professionals, or other visitors to see your Studio. We ask you to cooperate with these visits, and we will try to keep our visits to your Studio brief.

3.12 Ask Us
We recognize that we have a number of rules and regulations relating to the use of the Center, its Buildings, and your Studio. We encourage you to ask us if you have any questions. We will respond to you promptly.

4. Shared Housing During Program

4.1 Housing during Program
You may, during the Program, stay in a house located at the Center (“House”). You will share the House with two other Program participants and a Program intern (“housemates”).

4.2 Program Component; No Charge
Use of the House is a feature of the Program and is intended to facilitate your work at the Center. You don’t pay any rent, fees, utilities, or other amounts for use of the House.

4.3 Termination
You understand and acknowledge that termination of your participation in the Program means you can no longer live in the House.

4.4 Guests
You may have guests stay with you at the house for a cumulative total of two weeks during your Term. You may have only one guest staying with you at a time. Guests may not stay at the House in your absence, and you may not make the House available on Airbnb or similar service or otherwise charge guests a fee. You must notify Client, as well as your housemates, of your guest’s arrival and departure dates, at least two weeks before their arrival.

4.5 Children
You may not have children stay in the house unless (a) you’ve so arranged with Client in advance of your participation in the Program and (b) you are assigned to a designated “Family House.”

4.6 No Pets
You may not keep or otherwise have any pets in the House.

4.7 Cooperation
Client expect you to behave in a responsible and considerate way towards your housemates and neighbors with respect to noise, housekeeping, and other shared living matters.

4.8 Same Rules as for Studio
As appropriate to the context, Sections 3.2, 3.3, 3.5, 3.6, 3.7, 3.8, and 3.12 of this Agreement will apply in the same manner to your use of the House and interactions with your housemates.

4.9 No Smoking
Neither you nor your guests may smoke inside the House. While smoking is permitted on the House porch, we encourage you to be considerate of your housemates and neighbors.
4.10 Internet and Phone
There is no Wi-Fi or cable internet access at the House, and cellular phone service is limited to nonexistent at the Center. Each House is equipped with a communal landline phone with a message machine. You may make unlimited local calls. You use your own phone card for long-distance calls.

4.11 Care
You will keep the House and its furniture, furnishings and appliances, if any, in good order, condition, and repair. You will properly use and operate all electrical, gas, and plumbing fixtures.

4.12 Repairs and Maintenance
You and your housemates will be jointly responsible for routine repair and maintenance at the House. You will notify us of the need for any non-routine repairs, and will cooperate with us in addressing them. At our request, you will compensate us for the cost of repairing damage you cause, beyond ordinary wear and tear.

4.13 Detection Devices
You may not remove, disable, or disconnect any smoke detection or carbon monoxide detection devices in the House. Please notify Client promptly if you find problems or otherwise have concerns about these devices.

4.14 Entry
We may enter the House in the event of an emergency or to make repairs and improvements. Except in cases of emergency, abandonment of the house, or court order, we will provide you with reasonable notice of our intent to enter the House. We will tell you the purpose, date, and approximate time of entry.

4.15 Insurance
You acknowledge that you are not the beneficiary of Client's insurance, and such insurance will not cover any loss or damage to your property in or near the House.

4.16 Move-Out
At the termination of your Participation in the Program, you will remove all your personal property from the House, and leave the House in good order and condition, ordinary wear and tear excepted.

5. Your Work

[redacted]

5.2 Ownership
You will own all right, title, and interest in all work you create during the Program, including all copyright rights.

5.3 Performance and Installation Requests
You are welcome to do a special performance or installation in your Studio or elsewhere at the Center during open houses, or at another time, but you will need our prior approval. We have a form for seeking such approval; please complete and submit it to us no later than ____ days before you plan to do the performance or installation. We will review your request and make a decision promptly.

5.4 Documentation
Documentation of your work allows us to promote you and also help sustain ourselves as an organization. To that end, please make available to us photographic, video, or other appropriate documentation of the work you create during the Program. We would like to receive the documentation on an ongoing basis and in any event before the completion of your participation in the Program.
5.5 Materials and Supplies
You are responsible for purchasing all your supplies including, without limitation, art supplies, tools, frames, and packing materials. You are responsible for arranging for transporting your in-process and finished work. You must be onsite for any scheduled deliveries and pickups by delivery services; Client will not be responsible for any missing packages or delays in shipment.

5.6 Safety; Use of Materials
You will carry out your work in a safe manner that does not create risk of injury or illness to the others working in the Building. You will use and dispose of all your materials in compliance with Client policies and applicable laws. You will dispose of all toxic materials, and all materials that are considered to be “hazardous” under any local, state, and federal laws, in a legal manner off-site. You may not leave flammable materials unattended and you must store them in a Client approved fireproof container.

6. Promotion of Your Work

6.1 Promotion
Client will cooperate with you in publicizing your work here. Client may also identify you as a participant in the Program both during and after your participation. Client retains discretion over how to publicize your work and your participation.

6.2 Public Performances
In line with our interest in helping you promote your work, should you do public shows or performances at other locations during your participation in the Program, we ask you to tell us about them as far in advance as you can. We also ask that you credit us, in connection with your public appearance(s) in the Bay Area, with the credit line: “This work by (your name) is made possible in part by Client,” and that you include the credit in all printed and digital announcements, programs, posters and other collateral relating to such appearances.

6.3 Use of Your Work, Your Name, and Your Image
We may use excerpts of your work, from your past or from your time in the Program, in our digital and print communications and promotional materials. We will always properly credit your work. We may also use your name, sobriquet, likeness, image, voice, and biography in our digital and print communications, including identifying you as a participant in the Program. For clarity, we will own all right, title and interest, including copyright, in these materials. You will not be entitled to inspect or approve use of these materials, receive notice of their use or publication, or receive any payment for their use.

6.4 Interviews
At our request, you will participate in interviews with print, digital, audio, and visual media outlets during your residency. We will work with you to coordinate the scheduling of such interviews.

6.5 Media Inquiries
Please advise us promptly of any media inquiries you receive regarding your work or participation in the Program.

6.6 Use of Client Logo and Other Trademarks
For brand consistency reasons, please do not use our logo or other trademarks except upon advance approval by us.

7. Our Community

7.1 Artist Orientation
You will attend an artist orientation at the beginning of your participation in the Program, where we provide you with important information about the Program and the
Center. If you cannot attend the orientation, please make alternative arrangements with Client, in advance.

7.2 Open Houses
A benefit of the Program is the number of opportunities we provide for you to show your work. Those include our Open Houses, which typically occur [insert applicable information] You agree to participate in those events.

7.4 Community Involvement
We encourage you to attend public events and dinner at Client as much as you can. These events help to foster a sense of community at Client, which artists often find to be of equal importance to the success of the residency as the work they pursue individually.

7.5 Common Areas
You are welcome to use the common areas at the Center. We ask you to use them respectfully, and to help keep them clean and ready for use by others.

7.6 Help from Interns
You may request the assistance of a Client intern (for example, for help on a project or for transportation) by asking us. Please note that interns are not artists’ assistants; their primary duties are to assist Client staff.

7.7 Communication
Given the nature of the Program, you acknowledge the importance of regular, open and responsive communication with Client. You will tell us promptly if there is any substantial change in the nature or scope of your work, or if there occurs any professional, personal or other developments that may affect your ability to engage fully in the Program. Please respond promptly to email, text, and phone messages from Client.

7.8 Your Evaluation of the Program
In order to help us improve the Program, we ask that you, at the completion of your participation in the Program, take an online survey about your experience here.

8. Transportation

8.1 Travel at Beginning and End of Program
Client will pay for your initial trip to Client at the beginning of the Program and your return trip home after the Program. Client will either book and pay for a round trip economy air travel to and from [redacted] and your home city; or (b) should you drive to the Center, pay you the current value of a round trip economy air travel to and from [redacted] and your departure city. We will pay you that amount no later than 30 days after your arrival at the Center.

8.2 Ground Transportation to and from Airport
We encourage you to use the [redacted] bus or other public transportation for transit between the airport and the Center. We can provide you with instructions. If you will be traveling with large or heavy items, Client, upon your advance request, will arrange and pay for airport pick-up and drop-off.

8.3 Other Travel
You will be responsible for any additional transportation costs, including any air travel and ground transportation expenses, should you travel during the Program.
8.5 Bicycles
We have several bicycles and safety helmets available for your use. You will wear a safety helmet while riding Client’s bicycles.

9. Your Conduct

9.1 Harassment and Discrimination
It is Client’s policy that no artist, employee, intern, or visitor will be subjected to any form of harassment, discrimination, retaliation, or abusive conduct by any other artist, employee, vendor, or visitor to the Center. This includes any verbal, physical, written, or visual, harassment, discrimination, or retaliation on the basis of race, religious creed, color, national origin, disability, sex, gender identity, gender expression, age, sexual orientation, or other characteristic protected by law. You will comply with this policy, and you understand that we may immediately suspend or terminate your participation in the Program if you violate it.

9.2 Reporting
If you believe you are victim of a form of unlawful harassment, discrimination, or retaliation, or if you see incidents involving others in our community, we encourage you to report the matter, either orally or in writing, to the Executive Director as soon as possible after an incident occurs. We will conduct an appropriate investigation and take the actions we believe are appropriate. We will treat a report as confidential, subject to the need to investigate, obtain legal advice, act to prevent or correct the action, and comply with applicable laws.

9.3 Internet Use
You acknowledge that Client has limited bandwidth. You will be considerate in your internet use. You may not download large files, including, without limitation, software, apps, and videos, or stream from the internet. You will not download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner. You will use the internet appropriately and in accordance with Center policies. Client does not guarantee the reliability, availability, or adequacy of internet access for your needs.

9.4 Illegal Drug Use
You will not use illegal drugs. The use or possession of illegal drugs, even drugs that may be considered legal by the state of California such as medical marijuana, is prohibited by law and by Client.

9.5 No Smoking
Smoking is not permitted in any of the Buildings. You may smoke twenty-five feet away from any Building. You must fully extinguish all cigarettes and dispose of them in proper receptacles.

9.6 Your Guests and Collaborators
The requirements and expectations set out in this Agreement will apply to any of your guests and collaborators. You are responsible for communicating these expectations to them, and for their conduct.

[redacted]

10. Our Relationship

10.1 Responsibility for Your Actions and Expenses
Client works closely with you, but you are solely responsible for the planning, execution, and transportation of your work. You are solely responsible for your personal and professional expenses prior to, during, and after your participation in the Program. These expenses include, without limitation, public transportation, healthcare,
lost wages, loan or debt payments, phone bills, postage or shipping of studio equipment or artwork, rental of additional studio equipment, or purchase of materials.

10.2 Limited Financial Support
Except as specifically set out in this Agreement, Client has and will have no obligation to provide you with any financial support in the form of stipends, loans, advances, grants, expense reimbursement, waiver of fees, or otherwise.

10.3 Independence
Client and you are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Client nor you has the power or authority to bind or obligate the other to a third party or commitment in any manner.

10.4 Not an Employee; No Benefits
You are not entitled to or eligible for any benefits that Client makes available to its employees, including, without limitation, coverage under any Client medical or dental policies. You waive any rights or claims to those benefits. You will have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority, and for paying all disability, unemployment insurance, workers’ compensation contributions, and any other contributions and expenses that may be required in connection with your receipt of the Stipend and otherwise in connection with your participation in the Program.

10.5 Program Reporting
Client may collect, analyze, and disseminate data about the Program to help comply with external reporting obligations and carry out fundraising and other outreach efforts. You consent to Client using information about you and your experience for those purposes.

11. Acknowledgments

[redacted]

11.2 No Guarantees
You acknowledge that Client makes no representations, warranties, promises, or guarantees about your professional success, including, without limitation, representations about sales or critical or public awareness of you or your work. You have made your own independent evaluation in deciding to participate in the Program.

11.3 Nature of Program
Client works with multiple artists. You acknowledge that Client may have supported, may currently support, or may in the future support other artists who share with you the same potential patrons, collaborators, or supporters, or who hold and present markedly different points of view.

11.4 Other Participants
You acknowledge that Client does not control, and is not liable for, the conduct of other artists and third parties participating in the Program or other programs carried out by Client, or guests, visitors, audience members or other persons at or near the Center.

11.5 No Representations
You acknowledge that Client is not making any representations, warranties, promises, or guarantees of any kind about the quality, condition, or suitability of the Center for the work, the House for your accommodation, or Client’s vehicles and bicycles for your use. Client will make the space and such vehicles and bikes available to you strictly in their present “as-is” and “with all faults” condition. Client has no obligation to make any
alteration, improvements, or repairs of any kind to the Center for you and your participation in the Program.

11.6 License not Lease
You acknowledge that your right to use the Center is a revocable license only and is not intended to constitute a grant of any ownership, leasehold, easement, or other property interest in any Client property.

12. Liability and Indemnification

12.1 No Infringement
You confirm, represent, and warrant to us that your work at the Center will not violate, infringe, or misappropriate (a) any copyright, right of privacy, right of publicity, trademark, trade name, trade secret, or other common law or statutory intellectual property; (b) any contract or other right of any nature of any third party; or (c) be libelous or defamatory in any respect.

12.2 Personal Property
You are responsible for the security of your personal property at the Center. None of Client, [redacted] or their respective insurance carriers will be liable for any theft, loss, or damage of your property.

12.3 Damage to Center
You are responsible for any damage or loss to the Buildings, any other Client property, or any Client systems resulting from your actions or those of your guests and collaborators. You will reimburse us for any such damage upon our request.

12.4 Use of Vehicles
You are responsible for any damage to Client vehicles. You are responsible for any claims arising out of your use of Client vehicles.

12.4 Indemnification
You will defend, indemnify and hold harmless Client, [redacted], and their respective directors, officers, employees, agents, and assigns (collectively, the “Client Parties”), against all liabilities, losses, damages, and expenses (including attorneys’ fees), which arise directly or indirectly from: (a) your participation in the Program, including, without limitation, claims relating to your conduct, work, use of Client vehicles, breach of this Agreement, or failure by you to comply with [redacted] requirements or applicable law; (b) claims by creditors or other persons in a relationship with you; or (c) claims related to taxes, insurance contributions, workers’ compensation, or other amounts owing or alleged to be owing by you. You will have no obligation to indemnify Client Parties to the extent the liability is solely caused by a Client Party’s gross negligence or willful misconduct.

12.5 Limitation of Damages
No Client Party will be liable to you for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this Agreement, your participation in the Program, or your use of the Center.

12.6 Limitation of Liability
Client, [redacted] assume no liability to you whatsoever for any death, injury or loss resulting from, arising out of, or connected with the activities of Client, its officers, trustees, employees, lessees, or anyone in or about the premises of Fort Barry and surrounding areas except for loss, injury, or death directly resulting from the grossly negligent or intentional acts or omissions of Client, [redacted] or their officers and employees. Such death, injury, or loss includes, without limitation, injury to person or loss or damage to your finished work, work-in-process, display materials, art supplies, tools, and other personal property resulting from fire, water leaks, gas leaks, heat, cold, or other events or attributes of the Building or the Center, or the conduct of other
participants in the Program or other Client programs, Client staff, or visitors to the Center.

12.7 Force Majeure
We will not be liable to you for failure to make the Studio available or otherwise carry out our responsibilities under this Agreement if our nonperformance is caused by destruction, material damage, or other unavailability of the Center; protests or civic unrest; interruption of public utilities; strikes or other labor disputes; emergency; acts of God; the elements; power failures, or any other causes beyond Client’s control; or termination of this Agreement arising by reason of termination of the Cooperative Agreement as contemplated by Section 13.4.

12.8 Insurance
Client does not have loss or liability insurance coverage for the Buildings including coverage for any of artist’s personal property in a studio space. You are solely responsible for obtaining such insurance if you so desire it.

13. Termination

13.1 Termination by Artist
You may terminate this Agreement at any time. Such a termination will be effective 30 days after you notify Client in writing of your intent to terminate.

13.2 Termination by Client
We value your contribution to the Client community and will not take a decision to terminate you lightly. However, Client may terminate your participation in the Program immediately if we determine that you have: (a) used your Studio improperly; (b) engaged in illegal conduct or other conduct at the Center that may create liability for us; (c) engaged in conduct that is inconsistent with our maintenance of a trusting and supportive community; or (d) otherwise violated material obligations under this Agreement.

13.3 Termination if Center Unfit for Artist Use
We may terminate this Agreement if we determine that damage, destruction, or other event or condition has rendered the Center substantially unfit for your use. Such a termination will be effective upon delivery by Client to you of a written notice to that effect.

[redacted]

13.5 Consequences of Termination
Upon termination of this Agreement Client will have no further obligations to you and will owe you no refunds. You will leave the Studio in a clean and orderly fashion, and return your keys to Client. Upon termination of this Agreement under Section 13.2, you will cease identifying yourself as a participant in the Program, and Client will do the same. Sections 5.2, 6.3, 6.6, 10, 12, 13.5, 13.6, and 14 will survive the completion or termination of this Agreement.

13.6 Personal Property Left Behind
Client may store, at your risk and expense, any personal property you leave behind in your Studio or at the Center after termination of the Agreement. We will release the property only when you have fulfilled all remaining obligations under this Agreement and paid the storage charges. After a period of time, Client may sell property in accordance with the law, and apply the proceeds to any costs arising out of your unfulfilled obligations under this Agreement. Client may also retain the property and grant you credit for the reasonable value of the property against any amounts owed to us.
14. General

14.1 Entire Agreement
This Agreement, including the Exhibits, expresses the final, complete, and exclusive agreement between Client and you, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between Client and you relating to its subject matter. If there is any conflict between this Agreement and an exhibit, this Agreement will control.

14.2 Amendment
This Agreement may be amended only as stated in a writing signed by both Client and you stating that it is an amendment to this Agreement.

14.3 Waiver
Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

14.4 Severability
If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

14.5 No Assignment
This Agreement is personal to you and may not be assigned by you to a third party.

14.6 Third Party Beneficiaries
Except as specifically provided in Sections 12.4 - 12.6, this Agreement is for the exclusive benefit of Client and you and not for the benefit of any third party including, without limitation, any of your collaborators, guests, vendors, contractors, or volunteers.

14.7 Governing Law; Jurisdiction
This Agreement will be governed by California law. Client and you consent to the exclusive jurisdiction of the state and federal courts for ________, California.

14.8 Counterparts
This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

* * * * * * *

Client and you signed this Agreement as of the date set out in its first paragraph.

[insert legal name of Client]  [insert Artist name]
By: ____________________________  By: ____________________________
Name: __________________________
Title: __________________________

[insert legal name of Client]  [insert Artist name]
By: ____________________________  By: ____________________________
Name: __________________________
Title: __________________________
Exhibit A

Studio and Building Policies

[redacted]