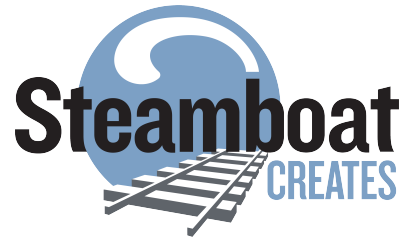


## 2020 Caboose Artist Studio Residency Agreement



This artist-in-residence contract is made and effective by and between Steamboat Creates ("SC") by and through, \_\_\_\_\_, and the artist-in-residence ("AIR") \_\_\_\_\_,

and to include an agreement regarding the use of the "Premises", to include but not be limited to Caboose Artist Studio and facility space, by AIR.

For more information contact the Program Director and Facility Manager at Steamboat Creates: 970-879-9008, [sylvie@steamboatcreates.org](mailto:sylvie@steamboatcreates.org).

### 1. Artist Selection:

- A. A jury comprised of members of the Visual Arts Committee and SC staff select the AIR into the Caboose Artist Studio Residency through a review. Criteria will be based on artistic merit, diversity, willingness to interact with the Routt County Community and collaborate with SC staff, and the Caboose Artist Studio meeting the needs of the artists' medium and scope of work.
- B. AIR is to provide SC with an application including a professionally written bio, artist statement, 5 jpeg samples of artwork (to be used for promotional purposes), along with this signed agreement.
- C. AIR must be a Steamboat Creates Artist Member.
- D. The AIR applicant will meet with the Executive Director and/or Program Director to discuss artist and SC responsibilities, as outlined below, dates of residency beginning: \_\_\_\_\_ and ending: \_\_\_\_\_, studio space use, supplies provided and education/workshop opportunities provided to AIR by SC.

### 2. The artist-in-residence shall be entitled to:

- A. Studio space:
  - A. A renovated and lightly furnished train car Caboose private studio (studio space comes with a folding down Murphy table, rolling stool, lounge chairs, bench with cushion, historical conductor chairs (4), hanging lamp and standing lamp, cocktail table, artwork on walls). 24-hour access to the Caboose and the Depot Art Center for project work only; no events or overnight stays are allowed without explicit written permission by SC director.
  - B. Wireless access in the Depot Art Center. Network: SSAC. PW: arts1972
  - C. Access to Create Space, the free art pantry in the basement of the Depot Art Center.
  - D. Access to the Depot Art Center is provided through a lockbox key code for toilet facilities, running water for drinking and sinks for cleanup.
  - E. AIR must lock the Depot Art Center outside of 9-5, Monday-Friday when they are not inside of the facility, or if the facility is vacant.

- B. Use of Facility space for classes taught or lectures led by the AIR (Front Gallery or Bliss Hall, when determined available by the SC Facility Manager, tables and chairs, and art sink). AIR and SC shall divide the net revenue of the class proceeds as follows: AIR is entitled to receive seventy (70%) and SC is entitled to receive thirty (30%) for 70/30 split of registrations with SC (Such classes fulfill AIR's Community Outreach requirements, described below).
- C. AIR is entitled to Gallery Representation in SC Member Shows and Open call exhibits as defined by AIR's SC Artist Membership.
  - A. For all artwork sold while represented in the SC galleries, AIR is entitled to receive seventy (70%) and SC is entitled to receive thirty (30%) for 70/30 split.
  - B. Artwork sold as a result of the AIR being represented by or affiliated with SC and the Caboose Studio Artist Residency program, will be processed through the SC system and the 70/30 split with the AIR and SC will apply.
  - C. If the AIR is commissioned as a result of their residency or affiliation with SC, the sale will be processed through the SC system and the 70/30 split with the AIR and SC will apply.

### 3. Obligations of AIR:

- A. AIR shall pay the Caboose Artist Studio key/damage deposit of \$200 to SC within 30 days of executing this agreement, and prior to residency. SC will refund key/damage deposit to the AIR upon return of the key and assessment of Caboose Studio condition by SC staff for damage beyond normal wear and tear.
- B. Keep a positive open door policy when working in the studio between the hours of 7am and 5pm, Monday - Sunday to engage the public and visitors. **Open studio is pending COVID-19 restrictions being lifted in Routt County - SC will follow State and Routt County guidelines and advise artist as to open studio access for the public.**
- C. Keep Caboose studio in good condition:
  - A. Remove trash and recycling weekly or more frequently as needed.
  - B. Keep facility equipment maintained to include but not be limited to:
    - A. Supplied furniture (detailed in Section 1.A.A of this agreement) is kept in good condition and damage is reported immediately to the SC program director.
    - B. Report to SC program director when lightbulbs bur out or if heat or exhaust fan stops working within 48 hours of noticing the issue.
  - C. Patch all holes in the Caboose Artist Studio walls and clean all surfaces weekly to the standards set forth by the SC staff (i.e. leave it like you found it) and at the end of residency.
- D. Acknowledgment to SC:
  - A. AIR shall include the following acknowledgment to SC when communicating about their studio residency: "thanks to the Steamboat Creates Caboose Artist Studio Residency Program..." in any final production print or online; publications, exhibitions, promotions, marketing materials or press coverage of the work resulting from the residency. AIR shall acknowledge SC by including SC logo,

contact information and website whenever applicable; contact program director for clarification on specific acknowledgment scenarios.

- B. Contribute one piece of 'ready to exhibit' artwork resulting from the residency to SC.

E. Community outreach and education:

- A. AIR is required to engage the community, to include, but not be limited to, presentation/performance in Bliss Hall or conducting class/workshops in the local schools or Boys and Girls Club. The purpose is to educate and engage the community in the creative process and could include presentations, demonstrations, creativity workshops.
- B. Workshop, event or demonstration details must be determined by the artist, approved by SC at least one month in advance of program/event date.
- C. Workshop price to be determined by artist (not less than \$20/pp) with material costs separate, approved by SC.
- D. Commission split remains the same: 70/30 with 30% donation going to SC, no facility fee will be charged for educational events (unless undue expenses are incurred for cleaning, limiting facility use, or damage to the facility is made).

#### **4. SC Responsibilities:**

A. Community Outreach:

- A. SC to provide community contacts for local educational entities.
- B. SC to provide supplies through Create Space, the free art supply pantry in the basement of the Depot Art Center for educational opportunities.
- C. Marketing and registrations for classes/performances/presentations will be managed by SC as part of the exhibition marketing materials, self promotion is also required by participating AIR.
- D. SC will promote AIR through the following channels:
  - A. SC Newsletter, Website, and local and regional Press Releases (coordinated by SC staff)
- E. Staff Contact: Director of Programs and Facility Manager will serve as the SC staff contact for general and community outreach questions and facility needs.

The Initial Term of the Residency shall begin on the \_\_\_\_ day of \_\_\_\_\_ and end on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**PROHIBITED USES:** Notwithstanding the forgoing, AIR shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing or device. Smoking is prohibited inside any facility associated with the Depot Art Center, including the Caboose Studio.

**UTILITIES:** SC shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by AIR during the term of this Agreement unless otherwise expressly agreed in writing.

ENTRY: SC shall have the right to enter upon the Premises at any time.

PARKING: During the term of this Lease, AIR shall have the non-exclusive use in common with SC and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed by law.

DAMAGE AND DESTRUCTION: If the Premises or any part thereof or any appurtenance thereto is so damaged by act of negligence by AIR or by any of AIR's agents, invitees, that the same cannot be used for said purposes, then AIR shall be responsible for any non covered insurance cost. AIR will pay SC within 90 days the cost to bring the Premises back to its former condition.

SURRENDER OF PREMISES: At any time SC may ask AIR to surrender the premises for any reason. AIR will surrender the premises upon expiration of the residence date agreed upon above. If there is any cost of repair necessary it will be deducted from the Security Deposit. If the Security Deposit is insufficient to cover work performed, tenet will be obliged to pay the additional balance to SC within 30 days of invoice presented to AIR.

WAIVER OF LIABILITY: AIR shall hold SC harmless and indemnified from all injury, loss, claim or damage to any person or property while on the Premises, or arising from any way of AIR's use of the Premises. SC and SC's agents, contractors, and employees shall not be liable for and AIR waives all claims for damage to person or property sustained by AIR, resulting from any accident or occupant in or on the Premises associated with the residency or entry into this agreement.

GOVERNING LAW: This agreement is governed and construed in accordance with the Law of the State of Colorado. Venue of any dispute is in Routt County. By signing below, AIR expressly and voluntarily consents to Venue in Routt County, Colorado.

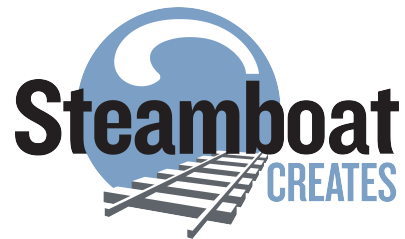
DISPUTES & FEES: Should AIR fail to perform any obligations or a dispute arises concerning the meaning or interpretation of any provision of this agreement, the defaulting party or the party not prevailing in the dispute, as determined by a court with competent jurisdiction, shall pay any and all costs and expenses incurred by SC in enforcing or establishing rights under this agreement, including without limitation court costs and reasonable attorney fees as per C.R.S. Section 13-40-123.

AIR acknowledges receipt of pamphlet and SC compliance with 42 U.S.C. Section 4852 (d).

COMPLIANCE WITH LAW.

AIR and SC each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

( Continue to signature page —> )



Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties

IN WITNESS WHEREOF, this parties have executed this Agreement as of the day and year first above written.

FOR STEAMBOAT CREATES :

\_\_\_\_\_  
NAME

By:\_\_\_\_Kim Keith\_\_\_\_\_ (Print Name)

\_\_\_\_Executive Director\_\_\_\_\_ (Title)

\_\_\_\_\_  
NAME

By: \_\_\_\_Sylvie Piquet\_\_(Print Name)

Program Director & Facility Manager

ARTIST IN RESIDENCE:

\_\_\_\_\_  
Artist in Residence

By:\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title)

Artist Email: \_\_\_\_\_ Cell #: \_\_\_\_\_

Steamboat Creates Membership (required): Y / Not yet

Artist Studio Residency beginning date: \_\_\_\_\_

Artist Studio Residency end date: \_\_\_\_\_

RECEIPT OF SECURITY DEPOSIT Y / Not yet initial by \_\_\_\_\_, SC