



**ARTBEAT STUDIO, Inc.
Agreement to Participate**

THIS REVOCABLE STUDIO SPACE AGREEMENT between Artbeat Studio, Inc., 62 Albert Street, Winnipeg, Manitoba and the following Artist.

Name of Artist: _____

Address: _____

Telephone: _____ E-mail _____

Assigned Studio Space:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Mission of Artbeat Studio

To enable artist/ consumers of mental health services to engage in creative expression by:

- providing studio space, resources and community in order to promote mental health, recovery and empowerment through artistic creative endeavour.
- providing opportunity for artists to collaborate for the purpose of professional and personal development. Artist participants are expected to contribute works to a major public exhibition and annual publication by program end.
- assisting artists through practical means to develop and catalogue a body of work. Each artist prepares and/or develops his/her professional portfolio for reflection, further education, work/study and/or self-employment.

The intent of Artbeat Studio is to accommodate artists requiring studio space to create new works of art, and who desire to participate in a 'community of artists' providing personal and professional peer support for each other. Artbeat Studio is not an art school although there are many programs and learning opportunities that artists are expected to participate in and contribute to.

The Artist acknowledges that in order to participate, the following terms and conditions will be met. The artist agrees as follows:

1. Artist is responsible for the purchase of all her/his own tools, materials and supplies. Artbeat Studio has been able to negotiate reduced rates at a variety of art supply stores on behalf of resident artists.
2. Artist agrees to devote a minimum of 15 hours volunteer time during the program period to Artbeat Studio community projects. This includes housekeeping, demonstrations, participation in tours, and other duties as these arise.
3. Artist agrees to participate in regularly scheduled studio meetings with other resident artists. The Studio Facilitator sets the agenda and chairs these meetings.
4. Subject to conditions beyond Artbeat Studio's control, each studio space shall have similar heat, light and ventilation provided generally to studio space areas used for the same purposes. Artist is afforded reasonable access to the kiln, wash sinks, computer station, kitchen/lounge, galleries, and other common areas. Should Artist request and Artbeat Studio agree to furnish extraordinary access to specialized equipment (e.g., printmaking) on additional utility usage fees may be charged.
5. Artist agrees to keep the studio space clean, and agrees to dispose of garbage daily in designated disposal containers. Artist also agrees to participate, on a co-operative basis with other artists, in the care and maintenance of Artbeat Studio common areas and facilities, including washrooms, walkways, walls, galleries, common work areas and studio areas. Artist agrees to return the studio space to the same condition as at the commencement.
6. Artist agrees to use the studio space to create works of art (not as a storage or display area). Artist specifically agrees to be present at, and to use the studio space a minimum of average of 20 hours per week.
7. Artist authorizes Artbeat Studio to use the Artist's name, and approved picture, biographical material as well as images of artwork in Artbeat advertising and promotion materials, grant applications, and other communications concerning Artbeat Studio, its programs, and resident artists.
8. Artist agrees to abide by Artbeat Studio "Resident Artist Policies" (see attached). Artist acknowledges that the Artbeat Studio Board of Directors and the director may change the "Resident Artist Policies" during the term of this contract, and Artist agrees to abide by such changed policies as may be adopted.
9. Artist authorizes Artbeat Studio to have immediate access to a studio space in the event of an emergency, and Artist agrees to afford access to the studio space at all other times upon reasonable notice to the Artist. Artbeat Studio shall, at all times, be furnished with current keys to all lockers in the studio space.

10. Artist assumes the risk of loss, damage or destruction of any and all equipment, supplies, artworks or other property in the studio space, and Artist shall be solely responsible for any personal injury or property damage to Artist or third persons arising out of or in connection with Artist's use of the studio space. Artist agrees to make no claim against, and to indemnify and hold harmless Artbeat Studio, its officers, directors and employees from any claim by Artist or any third party for personal injury or property damage arising out of or in connection with Artist's use of the studio space. Artist and persons invited by Artist shall, at all times, comply with all local (including Landlord's Lease), provincial and federal statutes, regulations ordinances and other laws and Artbeat Studio Resident Artist Policies while in the studio space and/or common areas. Artist acknowledges having been advised to consider obtaining individual insurance coverage to cover the loss, damage or destruction of property in the licensed studio space, and to cover Artist's potential liability for personal injury or property damage under the terms of this contract.
11. In the event the studio space and/or Artbeat Studio common areas or facilities are damaged, destroyed or condemned by eminent domain proceeding or otherwise, to such an extent that Artbeat Studio, in its sole discretion, deems the continuation of this contract to no longer possible, Artbeat Studio may terminate this contract upon written notice to Artist.
12. Either Artbeat Studio or Artist may terminate this contract, without cause, effective at any time. Artbeat Studio may terminate this agreement immediately in the event an Artist breaches his/her obligations or fail to observe Resident Artist Policies, as deemed in the sole discretion of the board. As of the effective date of termination, Artist agrees to vacate the studio space, leaving it 'broom clean' and in the same condition including but not limited to wall and floor covering as at the commencement of the license. Artist specifically agrees that if the contract is terminated for any reason, that the Artist shall have no claim against Artbeat Studio or its officers, directors or employees, and that Artbeat Studio and its officers, directors and employees shall be relieved from any and all liability arising under the terms of this agreement.
13. Nothing contained in this license shall be construed to create any partnership, joint venture, employer/employee, principle/agent, or landlord/tenant relationship, nor be construed to authorize either party to act for or represent the other in any capacity. This agreement is not for the benefit of, nor does it give any rights to any third parties.
14. Artist acknowledges that this agreement has been granted to the Artist personally, and Artist agrees not to sub-let or permit third parties to exercise any rights afforded to Artist under the terms of this agreement. This license contains the entire understanding of the parties and supercedes any prior agreements or undertakings between the parties. Other than as set forth in this agreement and Artbeat Studio Resident Artist Policies, there are no other agreements or terms and conditions concerning Artist's use of the licensed studio space or common areas or facilities.

15. Any notices which either Artbeat Studio or Artist may give to the other shall be in writing and sent by certified mail or hand delivery to the address stated at the beginning of this agreement or such other address as either party may furnish by written notice conforming to this provision. Notice from Artbeat Studio to Artist may also be hand-delivered to Artist at the studio space.

The term of this agreement for the studio space (including the orientation period) began on:

_____, 200__ and ends on _____, 200__

Subject to all other terms of this agreement, Artist acknowledges having inspected the studio space and accepts the studio space “as is” and with all faults.

AGREED TO: _____, 200__

ARTBEAT STUDIO, 62 Albert Street, Winnipeg, Manitoba

By: (Print Name) Representing ARTBEAT STUDIO, INC.

Name: _____

Title: _____

Signature

Resident Artist (Print Name)

Name: _____

Signature