

ARTIST RESIDENCY AGREEMENT

BY THIS RESIDENCY AGREEMENT, made and entered into as of _____, 2012 among **Purcell and James Palmer** (“Owner”), and _____ (“Resident”). Pursuant to this agreement Owner shall allow Resident to use a furnished apartment located at the Catwalk, Catskill, New York, together with the use of the grounds of Catwalk (the “Premises”) for the Artist in Residence Program, subject to the conditions and terms specified in this Agreement.

1. **Mission.** The Owner wishes to provide an inspirational experience for Artists affiliated with _____ (school) _____ to stimulate that Artist’s artistic pursuit. The Resident has been recommended by the School to participate in the Artist in Residence Program.

2. **Use.** The Resident shall have rent-free use of the apartment and studio for a ____ week period from _____ to _____, 2011. This agreement can be terminated at any time and for any reason by the Owner. Upon written Notice of Termination during occupancy, the Resident must vacate the Premises within 24 hours. The Owner shall have no liability to cover any expenses, cost or other compensation for loss of use to the Resident in case of termination of use or change in dates of use.

3. **Utilities.** The Owner shall provide utilities for the Premises other than a telephone. The Resident shall be expected to bring his or her own cell phone. Resident may use house phone if necessary and shall reimburse Owner for such costs.

4. **Quiet Use.** The Resident acknowledges that this apartment is within the Owner’s home and the Resident shall use the apartment and Premises in a peaceful and quiet manner so as not to interfere with the Owner’s enjoyment of their home.

5. **Supplies.** The Resident will be responsible for supplying any art supplies that are needed for his or her projects while in residence.

6. **Use of Premises.** The Premises shall be used and occupied by the Resident alone and exclusively for personal use and artistic pursuits. The Resident shall not use the Premises for carrying out any other business, profession, or trade, or for any purpose other than as a private living space and artist studio. The Resident shall comply with all of the laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises during the term of this Agreement.

7. **Number of Occupants.** The Resident agrees that the Premises shall only be occupied by himself or herself. The Resident shall not have visitors or invitees without the Owner’s prior consent and in those cases, no more than one visitor for one stay of up to two nights during the Residency Period. Such consent shall not be unreasonably withheld. The Residents will be mindful that they are occupying the Owners’ personal property and will show appropriate respect for that arrangement.

8. **Assignment or Subletting.** The Resident shall not assign this Agreement, or sublet or grant any concession or license to use the Premises or any part thereof. Any such assignment, subletting, concession, or license, or any assignment or subletting by operation of law, shall be void and shall, at the Owner's option, terminate this Agreement.

9. **Alterations or Improvements.** The Resident shall make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises. All alterations, changes, and improvements built, constructed, or placed on the Premises by the Resident shall, unless otherwise provided by written agreement between the Owner and the Resident, be the property of the Owner and remain on the Premises at the expiration or sooner termination of this Agreement.

10. **Damage to Premises.** The Resident shall be liable for any damage to the Premises that shall have resulted from the Resident's (or anyone affiliated with the Resident) misuse, waste, or neglect.

11. **Dangerous Materials.** The Resident shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. **Waiver of Liability.** To the maximum amount permitted under the law, the Resident hereby waives any liability of the Owner for property damage or loss (through theft or otherwise) to any person the Resident or a visitor or invitee of the Resident has on the Premises or for any personal injury occurring on the Premises to the Resident or a visitor or invitee of the Resident.

13. **Maintenance.** The Resident will keep and maintain the Premises and appurtenances in good and sanitary condition during the term of the Agreement.

14. **Animals.** The Resident may not bring any pets on the Premises.

15. **Clean Use.** The Resident agrees not to smoke on the Premises. The Resident agrees not to have or use any drugs except over the counter drugs or pursuant to a drug prescription. The Resident agrees to limit any alcohol consumption to reasonable amounts.

16. **Right of Inspection.** The Owner and its agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all improvements thereon.

17. **Surrender of Premises.** At the expiration of the term or upon termination of this Agreement for any reason, the Resident shall quit and surrender the Premises herein described in as good state and condition as they were at the commencement of this Agreement, reasonable use and wear thereof and damages by the elements excepted. In

addition, the Resident shall, at the expiration of the term, whether by lapse of time or otherwise, remove all of the Resident's personal belongings and property from the Premises. Any personal belongings or property left in the premises for three days after expiration of the term or termination of the Agreement will be deemed abandoned and the Owner may dispose of such items

18. **Default.** If any default is made in the performance of or compliance with any other term or condition hereof, the Agreement, at the option of the Owner, shall terminate and be forfeited, and the Owner may re-enter the Premises and remove all persons there from. The Resident shall pay all reasonable costs, attorney's fees and expenses that shall be incurred by the Owner in enforcing the covenants and agreements of the Agreement.

19. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of the Agreement.

20. The parties agree and acknowledge that the ___(School)___ is not a party to this Agreement and shall have no liability whatsoever for any and all claims, losses, damages, injuries, (including death), obligations, liabilities, costs, and expenses relating in any way to this Agreement.

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

Resident (date)

James Palmer, Owner (date)

Purcell Palmer, Owner (date)