



20 N. Swinton Avenue  
Delray Beach, FL 33444

Agenda Item # 11E  
August 24, 2017

~ CRA BOARD SUMMARY ~  
**ARTS WAREHOUSE POLICIES AND PROCEDURES MANUAL**

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The CRA'S Arts Warehouse located in the Pineapple Grove Arts District is slated to open in late 2017. The 15,000 sq. ft. warehouse conversion to an art incubator will be a catalyst for economic development and growth within the Pineapple Grove Arts District and the Community Redevelopment Area as a whole. The promotion of the arts and accommodation of cultural activities in the area enhances Delray Beach's image as an arts destination which will further contribute to tourism, increased pedestrian activity and the development of arts professionals. The facility will accommodate uses such as: studios for rent by local and visiting artists; gallery and exhibit space; classroom and workshop; and facility rental. In FY 17/18 the Arts Warehouse will open, launch exhibit, artist-in-residence and event programming.

At its Budget Meeting on August 8, 2017, the CRA Board received the draft of the Arts Warehouse Policy Manual for review. The manual is living document; policies are subject to change as the needs, laws and or policies change by the City of Delray Beach, Delray Beach CRA, Arts Warehouse, State and/or Federal Government. The manual includes but is not limited to policies/procedures in following areas:

- Donations
- Volunteers
- Exhibition Program
- Education
- Affiliate and Artist in Resident Programs
- Facility rental
- Leases and Agreements Templates
- Selection Committee

Staff continues to work with the CRA's legal counsel to review and update all policies/procedures in the manual in order to adhere to all laws, standards and levels of liability necessary to operate the Arts Warehouse fairly and safely. As this is a working document that generally contains administrative procedures and processes, the intent is for the Board to accept the Policies and Procedures Manual, which may be modified from time to time, as determined by the Executive Director of the CRA. The Policies and Procedures Manual also includes the following template agreements for the boards' consideration:

1. Independent Contractors
2. Performance Agreement
3. Artist in Resident and Affiliate Artist lease Agreements
4. Exhibition Agreements
5. Facility Rental Agreement

*Handwritten initials*

Each agreement includes specific terms and conditions including provisions related to Insurance, Indemnification, Licensing, Default, etc. It is recommended the board authorize the CRA Executive Director to execute the referenced agreements based on the provisions outlined in the proposed policies and procedures manual. It is noted that any substantive changes to the terms and conditions of the template agreements would require approval by the CRA Board.

**Recommended Action:**

Approve the Arts Warehouse Policies and Procedure Manual, including associated Agreements, and authorize the Executive Director to execute the Agreements provided for in the policies and procedures manual as may be applicable.

**Submitted By:** Jill Brown Arts Warehouse Manager  
Attachment: arts Warehouse Policies and Procedures Manual



**DELRAY BEACH** CRA  
COMMUNITY REDEVELOPMENT AGENCY

# Arts Warehouse Policy Manual

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8/1/2017 Updated 8/18/2017

This is a living document. Policies are subject to change as the needs/laws/policies change by the City of Delray Beach, Delray Beach CRA, Arts Warehouse, State and/or Federal Government. Updated polices will be added upon approval.

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## Cash/Non-Cash Gift Agreement Instructions

The cash/non-cash gift agreement is a formal document that acknowledges cash/non-cash gifts to the Arts Warehouse. All donations are subject to the **CRA Donation Policy**. As such, all potential donors should review the policy before completing the cash/non-cash gift agreement.

### Qualifications

Gifts of monetary value entitle the Recipient to be stewards of the gift and to allocate the funds toward high priority needs or in the high priority need in the Donor's designated area of interest. In order to qualify as a gift, the Donor may not stipulate any type of deliverable or other performance (i.e. specific accomplishments, periodic or performance reports, etc.) as a requirement of receipt of gift. Inclusion of deliverables or other performance would constitute a restriction and would require the use of a Memorandum of Understanding or Fixed Price Contract as appropriate. The Donor may request that the gift be used for a specific Studio/Area within the Arts Warehouse and the Recipient will use all practical efforts to comply with the request.

### Completion of Form Explanations

1. A space is provided to specify the Recipient Agency and the Donor's name and address.
2. Item 1 provides space for a specific description of the gift and the dollar value of the gift as indicated by the Donor. *\*The CRA signatures serve only as an acknowledgement of receipt of the gift and do not represent concurrence with any stated value of the gift for income tax purposes; a certified appraisal may be required for validation of value for income tax purposes.*
3. Items 2 and 3 provide requirements for the gift.
4. Item 4 provides space for the Donor to specify if the gift is to be used for a specific purpose.
5. Item 5 provides space for the Agency unit affiliation.
6. Items 6 and 7 provide additional conditions of the gift agreement.
7. Routing and approval requirements are included in Item 7.
8. All applicable signatures must be obtained for the agreement to be in effect.
9. The Cash/Non-Cash Gift Agreement should be submitted to the CRA's Arts Warehouse onsite Manager.



# Cash/Non-Cash Gift Agreement

## AGREEMENT

This cash/non-cash gift agreement made by and between \_\_\_\_\_ (Specify Agency) of the CRA's Arts Warehouse, hereinafter referred to as "Recipient", and \_\_\_\_\_ whose address is \_\_\_\_\_

hereinafter referred to as "Donor," hereby mutually agree as follows:

1. The Donor will provide a gift of cash or non-cash facility inventory (i.e. cabinets, sinks, tables etc.), equipment or materials specifically described as:

\_\_\_\_\_  
\_\_\_\_\_

Identification No. \_\_\_\_\_ and valued by the Donor at \$ \_\_\_\_\_.

2. The Donor agrees to pay for or furnish services required for transportation, assembly, erection, etc. in order to make the above described gift functional for the purpose for which it was intended, and to transfer full ownership and title to the Recipient.
3. The Donor will supply the Recipient will all information essential to the proper use of the above described gift. Some gifts may require that the Donor supply instructions/warranties.
4. The Donor agrees that no reservation will be placed regarding the future use of any donations on premises of the Recipient. The Donor agrees and understands that no form of deliverables will be required as a result of this gift; however, the Donor may request that the gift be used for a specific purpose or program and the Recipient will comply with this request to extent practical as follows:

\_\_\_\_\_  
\_\_\_\_\_

5. The gift will be under direction of: \_\_\_\_\_  
(Department/Program/Facility)
6. Donor acknowledges and agrees that all cash/non-cash donations are the property of the Recipient and will be responsible for the designation of its use as a result of the gift.

If the Donor specifies location of the gift, the Recipient will still remain responsible for the designation of its use within the specified area.

7. It is understood that final acceptance of this gift is subject to confirmation by the CRA as outlined in the **CRA Policy**. If the gift is not accepted, the Donor will be promptly notified and the gift will be returned to the Donor.

Accepted:

\_\_\_\_\_  
\* Facility Manger

\_\_\_\_\_  
Donor signature

\_\_\_\_\_  
\*CRA Director

\_\_\_\_\_  
Typed/Printed Name and Title

\*The CRA signatures serve only as an acknowledgement of receipt of the gift and do not represent concurrence with any stated value of the gift for income tax purposes; a certified appraisal may be required for validation of value for income tax purposes. We suggest you contact your tax adviser or accountant or visit the [IRS website](#) for information regarding tax deductions.



# Volunteer Opportunities

## Overview

The Arts Warehouse welcomes a committed group of dedicated volunteers to fill a variety of positions as needed and to participate in a wide range of activities and events vital to the successful operation of the Arts Warehouse. Training is made available when needed. To get involved, review the many volunteer opportunities. All volunteers must be a minimum 18 years of age or older. The CRA may recruit supervised groups with members that are not 18 years of age for special events.

## Guest Services

Volunteers help staff the information/registration desk at the facility. These volunteers are the front line of service at the Center. Volunteers greet guests and provide information about the facility as well as about exhibitions, programs and events. They also give tours of the facility. The Center depends upon the guest service volunteers to facilitate a positive visitor experience. Guest Service volunteers commit to a minimum one year assignment with weekly participation and are a minimum age of 18 years old. Volunteers are available during day and evening hours.

## Programs and Events

Volunteers assist with programs and events. Volunteering for programs and events is an excellent opportunity for those who want to volunteer, but cannot commit to a regular shift. Participation is on an as-needed basis. Please check with Arts Warehouse staff or the website for upcoming programs, events and staffing needs. Times vary.

## Arts Warehouse Gallery Program

Volunteers will work with the Arts Warehouse staff to plan and execute a gallery program throughout the year. Volunteer opportunities may include – but are not limited to – show installation and break down, advertising/marketing/promotion, reception set up, clean up, break down, artwork tags, information station and much more. Times vary.



## Exhibition Program

### Arts Warehouse– Artist/Exhibition Selection Process

Arts Warehouse is committed to attracting creative individuals and families from diverse artistic and cultural backgrounds. We encourage all people in the creative arts to apply regardless of race, color, creed, religion, national origin, ethnicity, gender, gender identity, marital status, familial status, sexual orientation, occupation or status with regard to public assistance, or physical disability. We are especially interested in individuals who are committed to building community and will give some of their time and energy toward this goal. Art Studio Selection is focused on emerging and mid-level artist. Exhibition selection is open to all levels of artists.

### Artist Selection Committee

The Artist Selection Studio Committee and the Artist Exhibition Selection Committee (ASSC/ASEC) screens applicants to determine their participation in, and commitment to, the arts; and judge the content of an applicant's artistic work.

An artist, for the purpose of these committees, is a person who has a commitment to and/or participation in the arts and not simply as a hobby. This does not mean that the art the artist creates generates the artist's entire source of income. Artist shall be defined as:

- A person who works in or is skilled in any of the fine arts, including but not limited to painting, drawing, sculpture, book art, and print-making.
- A person who creates imaginative works of aesthetic value, including but not limited to film, video, digital media works, literature, costume design, photography, architecture, and music composition.
- A person who creates functional art, including but not limited to jewelry, rugs, decorative screens and grates, furniture, pottery, toys and quilts.
- A performer, including but not limited to singers, musicians, dancers, actors and performance artists.
- NOTE: Artistic processes that are extremely noisy require industrial zoning or involve hazardous materials generally will not be permitted. All uses must comply with applicable code.
  - Art Studio/Resident Artist focus is emerging to mid-level professionals
  - Exhibition Artist focus is emerging to veteran professional

## What does the Artist Selection Committee do?

Both the ASSC and ASEC selection committees jury the artist's work. The juried work is scored by Committees and average scores are ranked for selection.

- ASEC jury results will determine the year's exhibitions ranging from 4-6 shows approximately 2 months each.
- ASSC jury results will determine who will be go to the interview process

The ASSC will conduct interviews with pre-qualified (selected from the juried process) prospective residents to determine their level of commitment to the arts, community and their art form. These interviews are scheduled based on scored jury selection.

- The number of interview is determined by open studio space; shared space requires both artist to participate in one interview
- Arts selected to become an Artist(s) in Resident will be determined by Committee Scoring both juried art and interview, media (we need a variety of art forms) and cleared background check.

## Who makes up the ASC?

Initially the committee members will come from a pool of artists, representing a range of disciplines, professionals from arts organizations and community members who support the arts. Committee members will be based inside and outside Delray Beach. (Exhibit A)

## How are the meetings conducted?

The Arts Warehouse manager and staff coordinate and run the meetings. The Arts Warehouse manager is also member of the selection process. Prior to the meeting, committee members are provided an artist workbook for review. Committee members are also provided a scoring sheet with specific questions that prospective residents are to be asked.

- Jury selection will consist of a side show of each artist work. Committee members will score accordingly.
- ASEC members work is completed after jury selection
- ASSC members will conduct interviews after the jury selection is tallied
- Prospective Artist residents are given an opportunity to answer the questions, share their artwork and ask any questions that they may have in the interviews.

## Interview Guidelines

- Each interview committee is comprised of 5-7 persons including Arts Warehouse representative

- Selection committee interviews are coordinated and lead by the Arts Warehouse staff. Committee members will ask questions score candidates and answers questions. Arts Warehouse Manager will answer question relevant to program and facility.
- If any member of the committee does not adhere to the process or guidelines of the Committees, that member will be removed from the committee

## Scoring

- Each art work submission must be scored; all sheets are collected and aggregated.
- Exhibit applicants are assigned to the artist preference list if their average score is 3 or greater. Those scoring less than 3 are no longer considered for exhibition in the perspective year. They are eligible to apply again in the future. Those on the preference list will be awarded an exhibition to be scheduled by the Arts Warehouse staff.
- Artist in Residence applications are assigned to the artist preference list if their average score is 3 or greater. Those scoring less than 3 are no longer considered for the Artist in Residence program at that time. They are eligible to apply again in the future as openings occur. Those on the preference list will be award an interview to be scheduled by the Arts Warehouse staff.
- Artist in Residence Interview are scored according to the rubrics. Interview scores and Juried art work scores are averaged together. Those with the highest scores will be considered for studio space pending availability, background check and media. Some art forms may be limited due to restriction such as but limited to noise restraints, open flames or toxic materials. Additionally they may be put on a wait list if there are already numerous artists working in the same media. We will exhaust all efforts to have various media.

## Artist (definition)

*(1) A person who works in or is skilled in any of the fine arts, including but not limited to painting, drawing, sculpture, book art, and print-making. (2) A person who creates imaginative works of aesthetic value, including but not limited to film, video, digital media works, literature, costume design, photography, architecture and music composition. (3) A person who creates functional art, including but not limited to jewelry, rugs, decorative screens and grates, furniture, pottery, toys and quilts. (4) A performer, including but not limited to singers, musicians, dancers, actors and performance artists.*

## Exhibition proposals will be evaluated based on these criteria

### ART Rubric for Judges

Excellent	Very Good 4	Good 3	Okay/Fine 2	Needs Work 1
<b>VISUAL IMPACT (overall quality)</b>	The unique organization of art elements, content, & execution create a striking & memorable work. It has the power to "wow" the viewer	The organization of art elements, content, and execution create cohesive work. The work has lasting impact on the viewer.	The organization of art elements, content, and execution are addressed in the work. The work holds the viewer's attention.	The organization of art elements, content, & execution are incompletely addressed in the work. There is little or no impact on the viewer.
<b>CREATIVITY &amp; ORIGINALITY</b>	The work shows unique and creative interpretation with great attention to details.	The work shows clear understanding ability to think "outside the box."	The work shows some creativity and adequate interpretation but appears unfinished.	The work give little to no evidence of original thought or interpretation. Work lacks attention to details.
<b>COMPOSITION / DESIGN/ THEME</b>	Shows and effectively utilizes knowledge of the elements and principles of design. Work is centered around a theme giving understanding/meaning to work.	Shows an awareness of the elements and principles of design, and creates an understanding/ theme	Work lacks conscious planning and little evidence that an overall composition was planned and there are indications of a theme.	Work shows little evidence of any understanding of the elements and principles of art; no evidence of planning or theme
<b>CRAFTSMANSHIP</b>	It demonstrates a mastery of skill and a clear understanding and application of specific medium qualities. The work is beautiful and complete.	It demonstrates skill and some understanding of specific medium qualities. The design is pleasing and partially complete.	It demonstrates partial skill and understanding of specific medium qualities. The design is fairly neat.	It lacks understanding of specific medium qualities. The design is a bit careless in creation of the work.
<b>CRITERIA</b>	All criteria was met	Most of the required criteria have been followed.	Some of the criteria have been met.	Only one criterion has been met.

Artist Name \_\_\_\_\_ Score \_\_\_\_\_

Artist Name \_\_\_\_\_ Score \_\_\_\_\_

Committee Members Name \_\_\_\_\_

Comments: \_\_\_\_\_

### Arts Warehouse will promote exhibits by

1. Website
2. Social Media and other online calendars and community resources.
3. Press releases to local resources
4. E-mail mailing lists
5. Open reception to the public
6. Exhibit tags for artwork

*\*Art Warehouse is interested in receiving submissions in most genres; however there may be limitations due to space and ability to display properly without potential harm to work or the public.*

*\*\* Arts Warehouse supports the arts wholeheartedly. Due to the fact that we are not a traditional art gallery/museum some works may be denied due to subject matter, verbal content etc. We will support all artists and their work, however if we receive public comments/concerns regarding any work we may have to remove said work from the exhibit.*

## Exhibit A

### Artist Selection Committee Contacts

1. Cultural Council of Palm Beach County  
**Rena Blades - President & CEO**  
[rblades@palmbeachculture.com](mailto:rblades@palmbeachculture.com)
2. The Set – Working with Kristyn on this
3. Spady Museum  
**Charlene Farrington Director**  
[cfjones@spadymuseum.org](mailto:cfjones@spadymuseum.org)
4. Greater Delray Beach Chamber of Commerce  
**Vin Nolan Co-Interim President/ CEO**  
[Vin@delraybeach.com](mailto:Vin@delraybeach.com)
5. Pineapple Grove Arts District Board  
**David Beale**  
[davidabeale38@gmail.com](mailto:davidabeale38@gmail.com)
6. Public Arts Advisory Board  
**Alberta Gaum or Bridgett Hill**  
[bridgette@bridgettehill.com](mailto:bridgette@bridgettehill.com)
7. Old School Square  
**Rob Steele – President & CEO**  
[rsteale@oldschool.org](mailto:rsteale@oldschool.org)
8. DBMC – Delray Beach Marketing Cooperative  
**Stephanie Immelman – Executive Director**  
[simmelman@delraybeach.com](mailto:simmelman@delraybeach.com)
9. Arts Garage  
**Marjorie Waldo – President & CEO**  
[marjorie@artsgarage.org](mailto:marjorie@artsgarage.org)
10. West Atlantic Development Coalition  
**Chuck Ridley - Chair**  
[cridley001@gmail.com](mailto:cridley001@gmail.com)
11. Downtown Development Authority  
**Laura Simon – Executive Director**  
[lsimon@downtowndelraybeach.com](mailto:lsimon@downtowndelraybeach.com)



**DELRAY BEACH** CRA  
COMMUNITY REDEVELOPMENT AGENCY

## Gallery Guide & Submission Process

### Arts Warehouse Exhibit Program

#### Gallery Submissions

Artists are encouraged to apply for the Arts Warehouse gallery space individually or as a group. We are currently accepting submissions for our 2017-2018 exhibit programs. Upon submission, a committee of several qualified members from the local arts/non arts community will evaluate, select, and assist the Arts Warehouse staff with selection and show scheduling. Submitting does not guarantee a show at the Arts Warehouse. Each selected show will hang for approximately two months, with an Arts Warehouse sponsored opening or closing reception.

#### Layout and Exhibition Guide

We want artwork to be showcased the best way possible, so we ask artists to read the Arts Warehouse Gallery Guide as they prepare to propose to exhibit at the Arts Warehouse. Chosen artists are responsible for reading and complying with the Arts Warehouse Gallery Guide when hanging/installing the exhibition with Arts Warehouse Staff. The Arts Warehouse onsite staff has the right to edit all exhibits and is the lead decision makers when hanging a show. Some shows will be curated by guest professionals from the community those will be announced in specific call to artists.

E-mail any questions to [brownji@mydelraybeach.com](mailto:brownji@mydelraybeach.com) or call 561-276-8640 for more information.

We want your work to be showcased the best way possible so please consider the following guidelines as you prepare for your exhibit. While sales are important, our goal is to emulate a gallery venue rather than a retail venue. Consider this while choosing and showcasing your work.

#### Choosing work to display

Overcrowding or under-representing your work may result in an unflattering or unprofessional looking exhibit. Therefore, we strongly encourage you to consider both the spatial parameters of the facility and the size of your work in determining which pieces of art should be displayed at the Arts Warehouse. You may find it helpful to bring more work than the space can accommodate so that you can “edit” your work (swap, change groupings, add more or fewer pieces to the exhibit, etc.). Two design principles that can help you grow as an artist and make the exhibit stronger: less is more, and continuity (for example: same kind of frames, similar subject matter, etc.) is best.

**Please see attached diagrams of the facility for your reference.**

## Installation

### For 2-D work

Please have all pieces wired and ready for hanging (no sawtooth hangers). Photographs should be matted, framed, and wired for hanging. Canvases can be framed or unframed but must be wired and ready for hanging.

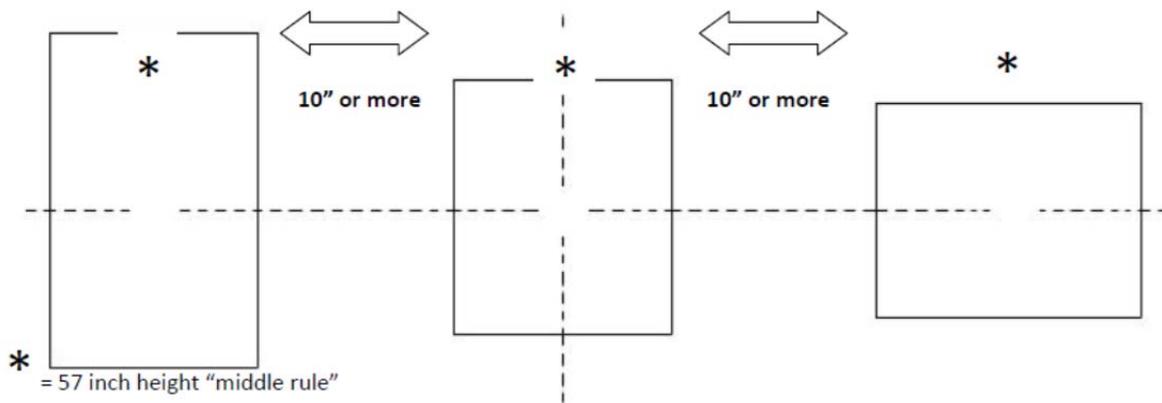
### For 3-D work

Please bring along appropriate non-wall mounting materials to display the work in or on our display system (example: dish holder). For pedestals please bring adhesive.

### Gallery standard

Leave 10 inches or more of wall space in between each work. Hang work so that the middle of each piece is around average eye-level, 57 inches. If hanging multiple pieces of varying sizes, each piece should be installed with the 57 inch middle rule kept in mind (see diagram). **Keep in mind: this may mean that the tops of the artworks may be at varying heights.**

### Hanging Diagram



**Please note:** Please bring any tools you need to properly install the work yourself in our facility (tape measure, levels, etc.) We have limited tools etc.

**Gallery Space**

Shaded Areas show space available for Hanging

**To be Added**

DRAFT



**Application Checklist**

- \_\_\_ CD /link to art work
- \_\_\_ Annotated Image List
- \_\_\_ Artist Statement
- \_\_\_ Application Form

**Exhibit Submission Form**

Name of Individual/Group \_\_\_\_\_

Contact Name \_\_\_\_\_

Address (City, State, Zip) \_\_\_\_\_

E-mail \_\_\_\_\_

Website \_\_\_\_\_

Phone(s) \_\_\_\_\_

**Artist/Group Certification**

I/we certify that all artwork is my own/our own and I am/we are the sole owner(s) of the rights to these works.

\_\_\_\_\_  
Signature Date

**Submission Information**

**Artwork (May be Both)**

2D \_\_\_\_\_ Media \_\_\_\_\_

3D \_\_\_\_\_ Media \_\_\_\_\_

**Show Titles/Themes Encouraged**

Title \_\_\_\_\_

1. Materials must be submitted by mail, in person or electronically to the Arts Warehouse by \_\_\_\_\_, 2017. For the Season of \_\_\_\_\_, 2017 - \_\_\_\_\_, 2018
2. Incomplete packets will not be considered.
3. All submission packets become property of Arts Warehouse and will not be returned.
4. This is a submission form only and does not guarantee exhibit space.

**Questions/Contact**

**Jill Brown: [jbrown@townofleland.com](mailto:jbrown@townofleland.com)**



Arts Warehouse  
313 NE 3rd Street  
Delray Beach, FL 33444

## Exhibition Contract

### EXHIBITION AGREEMENT

This Exhibition Agreement (the Agreement) is made between the **Delray Beach CRA** ("CRA"), 313 NE 3rd Street Delray Beach, FL 33444 and **[insert name of artist]** (Artist), **[insert address of artist]** as follows:

#### Dates pertaining to Exhibit

Run Dates: **[insert dates]**

Load-In/Install: **[insert dates]**

Opening Reception: **[insert dates]**

De-Install/Load Out: **[insert dates]**

#### Scope of Agency

Artist appoints the CRA to act as artist's nonexclusive agent in the following geographic area: Delray Beach, FL for the exhibition and sale of artwork in the following media: **[insert media description]**. This agency shall cover only artwork submitted by the artist while this agreement is in force. The CRA/Arts Warehouse shall document receipt of all artworks consigned.

#### Consignment of Inventory

CRA/Arts Warehouse accepts on consignment, the artworks listed on the Inventory attached to this agreement. Additional lists may be incorporated into this agreement if an amendment to this agreement with the same formalities herein, is agreed to and signed by both parties.

#### Pricing and Terms of Payment

The CRA/Arts Warehouse shall sell the artworks only at the retail price specified on the Inventory. The CRA/Arts Warehouse and the Artist agree that the CRA's/Arts Warehouse's commission is to be 30% of the retail price of the artwork. Any sale of exhibit artwork shall be handled by Arts Warehouse staff. The CRA will pay the Artist by check the amount of any net sales owed within 30 days after the close of the exhibit and provide an inventory listing of goods sold. Both parties must agree to any change to the retail price or the CRA's/Arts Warehouse's commission in writing by an amendment to this agreement executed by both parties with the same formalities herein.

#### Discounts

In the case of discount sales, the CRA's/Arts Warehouse's commission will remain 30% of the sale.

## Payment

The CRA shall pay the Artist by mailing a check to the Artist's address of all proceeds due the Artist within thirty (30) days of the sale of any artwork. No "sales on approval" or "on credit" shall be made. All sales are final and must be paid in full. The CRA does not accept payment plans.

## Fiduciary Responsibilities

Title to each of the artworks shall remain in the Artist's name until the Artist has been paid in full. Upon payment in full, title then passes to the purchaser. All proceeds from the sale of the artworks shall be held in trust for the Artist until the Artist is fully paid.

## Loss or Damage

It's stated in Section 686.503(2), Fla. Stat.

686.503 Contract provisions.—whenever a consignee accepts a work of art for the purpose of sale, or exhibition and sale, to the public on a commission, fee, or other basis of compensation, there shall be a written contract or agreement between the consignor and consignee which shall include, but not be limited to, the following provisions:

- (1) The proceeds of the sale of the work of art shall be delivered to the consignor at a schedule agreed upon by the consignor and consignee.
- (2) The consignee shall be responsible for the stated value of the work of art in the event of the loss of or damage to such work of art while it is in the possession of such consignee.**
- (3) The work of art shall only be sold by the consignee for an amount at least equal to the amount agreed upon by the consignor in writing.
- (4) The work of art may be used or displayed by the consignee or others only with the prior written consent of the consignor and only if the artist is acknowledged in such use or display.
- (5) A work of art delivered to an art dealer by an artist for the purpose of exhibition or sale and the artist's share of the proceeds of the sale of the work by the dealer, whether to the dealer on his or her own account or to a third person, shall create a priority in favor of the artist over the claims, liens, or security interests of the creditors of the art dealer, notwithstanding any provisions of the Uniform Commercial Code.

Artist is expected to be present and assist in installation and breakdown with the exception of group shows. The Arts Warehouse will provide basic materials (i.e. nails & hammer) required for installation and display, unless otherwise agreed between the parties. Artwork must be exhibit ready i.e. no sawtooth hangers, Framed and wired only.

## Transportation of Artwork

Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the artworks:

- A. To and from the Artist and the Arts Warehouse shall be borne by the Artist
- B. From the Arts Warehouse to any point other than the Artist shall be borne by the Arts Warehouse

### Commission

If the Artist sells any artwork directly to a purchaser through contacts established initially through the Arts Warehouse, then the CRA shall be entitled to a commission of thirty percent (30%) of the selling price only during the time period that the Arts Warehouse is exhibiting the artwork.

### Priority

A work of art delivered to the Arts Warehouse by an Artist, shall create a priority in favor of the Artist over the claims, liens, or security interests of the creditors of the CRA, notwithstanding any provisions of the Uniform Commercial Code.

### Promotion

The CRA shall use its best efforts to promote, display and sell artworks. The CRA shall clearly identify the Artist's name with all artworks and shall include the Artist's name on the bill of sale for any artwork sold by the CRA. The CRA will design and handle fabrication costs of all graphic and promotional materials. The CRA agrees to virtually promote the exhibit through its website, social media, and all other branded e-communication.

Artist is responsible for distributing marketing materials to Artist's established network of supporters, when available, and assist in marketing the event through social media avenues, and identifying potential VIPs to be invited. Artist must supply the CRA on site Arts Warehouse manager with a current biography at the time of submitting the artwork to the CRA.

### Copyright

The Artist declares as follows:

- That the Artist is the creator of the artwork(s) listed in the Inventory.
- The Artist is the owner of the artwork(s) and that the artwork(s) are not affected by any lien, bond, or claim.
- That the artwork(s) is original.
- That the Artist holds the copyright to the artwork(s).
- That the Artist is authorized to use any photograph of the Artists' artwork(s) for the purposes of reproduction
- That the copyright to the artwork(s) has not been the object of a transfer agreement or of an exclusive license agreement between the Artist and a collective society or a third party.

The Artist shall take all steps necessary to insure that the Artist's copyright in the consigned artworks is protected in the Artist's name. The Artist understands that the CRA has relied on its representations herein in executing this Agreement.

## Reproduction

The Artist reserves all copyrights to the reproduction of the artwork(s) except as noted herein. The CRA may arrange to have the artwork(s) photographed to publicize and promote the artwork(s) through means to be agreed by both parties. In every such use, the Artist shall be acknowledged as the creator and copyright owner of the artwork(s). The gallery shall include on each bill of sale of any artwork(s) the following legend: "All copyrights to reproduction of the artwork(s) identified herein are retained by the Artist."

## Duration and Termination of Consignment

The Artist and the CRA agree that the initial term of consignment for the artwork shall continue until the last day of the "Run Dates," and that the artwork will not to be returned to the Artist prior to the end of the Run Dates, unless the CRA and Artist agree to an early termination of the Run Dates. Thereafter, the Run Dates can be extended by an amendment to this Agreement executed by both parties with the same formalities herein. If the Run Dates are extended, all terms and conditions of this Agreement shall remain in full force and effect until the expiration of the extended Run Dates.

## Miscellaneous

This agreement constitutes the entire understanding between the parties hereto and all negotiations and oral understandings between the parties are merged herein. All modifications, deletions, amendments, or additions to this Agreement must be done only by an amendment to this Agreement in writing and executed by both parties with the same formality herein.

## Reception Event

The Arts Warehouse will host an opening and/or closing reception for the Artist on a date agreed upon by the Arts Warehouse and the Artist. The Arts Warehouse will provide wine, beer, and water for the event. The Arts Warehouse reserves the right to ask for a suggested donation to the Arts Warehouse to support the continuation of Arts Warehouse exhibits and programming.

## Governing Law and Venue

This agreement shall be governed by and in accordance with the laws of the State of Florida with venue lying in Palm Beach County, Florida.

## Exhibits

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

## Attorney's Fees

In the event that either party shall have to enforce the provisions of this Agreement the prevailing party shall be entitled to recover all of its attorneys' fees, and costs, including paralegal expenses, at both the trial and appellate levels, and further including any post-judgment proceedings.

**Indemnification**

Artist agrees to indemnify the CRA and the City of Delray Beach and all of their respective officers, directors, shareholders, agents, servants, employees, representatives, predecessors, successors, parents, subsidiaries, affiliates, businesses, divisions, attorneys, insurance carriers, and all of their successors and assigns (collectively, the "Indemnified Parties") from any and all action brought against the Indemnified Parties as a result of any loss, damage, injury, or death caused by Artist or its respective officers, directors, shareholders, agents, servants, employees, representatives, predecessors, successors, parents, subsidiaries, affiliates, businesses, divisions, attorneys, insurance carriers, and all of their successors and assigns as a result of the Exhibition.

\_\_\_\_\_  
Artist Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Artist Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Apt. #

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

Signed, Sealed and Witnessed  
In the Presence of:

**DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

**Chair or Executive Director?**

\_\_\_\_\_  
Print Name

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**Secretary**

**INVENTORY**

The Artist shall fill out this form in triplicate; keeping one copy for the Artist’s records and having two copies accompany artwork to the Arts Warehouse. Arts Warehouse staff will sign and return one copy to the Artist acknowledging delivery of the Inventory and keep one copy for the Arts Warehouse’s records.

Artist shall list both the wholesale and retail price for the convenience of the Arts Warehouse.

	Title	Medium/Media	Description	Value	Wholesale Price	Retail Price	Hours creating
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10							
11							

Receipt of the items listed in the Inventory is acknowledged by the Arts Warehouse.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## Artist Responsibilities

1. Provide Arts Warehouse with the following information two (2) weeks before set up:
  - a. A current artistic biography, artist statement (a printed copy for use during exhibit).
  - b. Information and images for press releases; high resolution (300 dpi) digital images.
  - c. List of works for the exhibit, including title, size, medium, number of hours worked on the piece, price/NFS. Number artwork on the back so it coordinates with the artwork information sheet below.
2. Works should be framed; including wire on the back (paintings on canvas may not be framed, but ready for hanging). Works will be delivered to the gallery and hung by the artist and Arts Warehouse representative on the setup date. Works should be removed on the take down date by the artist by close of business.
3. The artist is responsible for packaging, shipping, delivering, removing, pick-up and insurance of work during transport to and from Arts Warehouse and during the exhibition. Artists should attend to works and plan on doing everything themselves with some assistance on set up day by an Arts Warehouse representative.
4. **Work not taken down on set date will be removed by Arts Warehouse staff, with no liability and incur a \$10 per day storage fee. Work left more than 30 days will become the property of Arts Warehouse to do with as they please.**
5. Works in the exhibition may be photographed (or filmed for TV) for reports, documentation and publicity. The artist will allow a limited number of reproductions of his/her images for non-commercial use. Mostly visitors take photos of the works. By signing this contract, the artist allows the public to take photos of his/her works.
6. Local artists must attend the opening and may be asked during the period of the exhibit to deliver an artist's talk or demonstration workshop.
7. Labels of the works will be made by the Arts Warehouse Staff and will include: Title, Name of the Artist, Media and Date/Year. No price is permitted anywhere on or near the artwork. A list of prices will be available to patrons upon request. Artist is required to tag all work at time of hanging.

### Other

Arts Warehouse can cancel the exhibit up to 3 months before the start of the date of the exhibit due to unforeseen circumstances. Dates of show, setup/take down may be altered if necessary.

For office use only

\_\_\_\_\_ Taken Down on scheduled date                      \_\_\_\_\_ Not taken down on scheduled date                      22

Storage Fee/Late Take down \_\_\_\_\_ # of days x \$10/day = \_\_\_\_\_ Paid \_\_\_\_\_ Yes \_\_\_\_\_ No

Arts Warehouse Staff signature



## Example Call to Artist

### Call to Artists Arts Warehouse Exhibit



The Arts Warehouse is one of the Delray Beach CRA's newest and most exciting projects. In 2010, the CRA purchased a 15,000 sq. ft. warehouse in the Pineapple Grove Arts District for conversion to an arts center/business incubator. The project implements the Arts-Based Economic Development Program identified in the Community Redevelopment Plan and the City's Comprehensive Plan. The promotion of the arts and accommodation of cultural activities in the Pineapple Grove area enhances Delray's image as an arts destination which will further contribute to the City's economy. The

facility may accommodate uses such as: studios for rent by local and visiting artists; gallery and exhibit space; classroom and workshop space; food preparation area for catering events on site; administrative offices; and space for rent to businesses that will collaborate with and/or provide support services to artists. In June 2014 the CRA selected the local architectural firm of Currie, Sowards, Aguila to design the improvements to convert the warehouse to suit the various uses. The project is currently under construction.

As a prelude to launching our annual juried exhibit program at the Arts Warehouse (Delray Beach, Florida). We are announcing a ***Special Call to Artist*** in celebration of the Arts Warehouse 1<sup>st</sup> Exhibit. We are seeking professional artists who live or work in Delray Beach and the entire Palm Beach County to create/submit an iconic work of art that symbolizes "***A Day in the Life of Delray Beach***". The Call is open to all Palm Beach County residents; one submission per artist. Artwork selected will be featured in the Inaugural Exhibit at the Arts Warehouse. Images of artworks and artist may be featured in upcoming promotions and press as part of the opening of the Arts Warehouse.

Artwork must be dedicated specifically for the theme of "***A Day in the Life of Delray Beach***". All two-dimensional media is acceptable for submission including paintings, prints, drawings, photography, collage, textiles, metal, assemblage, ceramic relief and mixed media.

#### **Criteria for the Call are as follows:**

Judging will be based upon overall quality, creativity and vision of each work.

- Professional Artists who are eligible to apply must be residents of Palm Beach County. Residents of the City of Delray Beach will be given first consideration for this exhibit.
- Work submitted must be the theme of *“A Day in the Life of Delray Beach”*. ***\*Please note while we love the beach we are not looking for all “beach” related work. There is a lot happening in Delray Beach, from architecture, to music, to schools, communities and more!***
- All images must be 300 dpi or higher.
- All images must include artist’s name, title, date, medium, size in file name and a very brief 3-4 sentence paragraph explaining what the “Day in the Life of Delray Beach” moment captures. Please put all this information on one page.

**EMAIL IMAGE & INFORMATION TO:**

Jill Brown by **August 11, 2017**: [brownji@mydelraybeach.com](mailto:brownji@mydelraybeach.com)

**Accepted Work:**

- Artists will be notified on or before **August 18, 2017**. Please no phone calls or emails.
- After work has been accepted, a substitution cannot be made nor a change in the artwork or titles as submitted.
- Artists will be providing the rights of the image to be used by the Delray Beach CRA and the Arts Warehouse for promotional use.
- Artwork must remain up the entire show. Pick up times will be provided.
- The Artist can select to sell the work on exhibit. An Artist’s Sales Agreement must be executed prior to exhibiting the art with the Delray Beach CRA/Arts Warehouse. The Sales Agreement will be provided prior to the exhibit.

**The warehouse is still under construction so exact dates of the show may vary. Artist selected will be informed of the following as building completion get closer:**

- 1. Drop off and Pick Up dates**
- 2. Exact dates of Show – tentatively scheduled for End of August – October/September**



# Art Educator Program

## OVERVIEW

The Arts Warehouse offers classroom space for professional artists to conduct workshops, lectures, or classes. Artists must apply and be accepted to the Arts Warehouse Art Educator Program prior to scheduling any classes or soliciting students.

In this self-directed program, Art Educators will determine their own class schedule, syllabus, and workshop content. Arts Warehouse will provide the space, tables, chairs, limited floor easels, and access to shared studio equipment for up to 16 students depending on space used.

Arts Warehouse will include Art Educators' classes and workshops on our Website, including description, date and time, fee, and sign up directions. Arts Warehouse provides monthly, local print advertising promoting the facility, memberships, and classes. Specific class marketing is the responsibility of the artist.

Art Educators have two choices for using space and offering classes/workshops:

1. Rental Space with no fee to Arts Warehouse
2. Partner Space no rental fee; Arts Warehouse received percentage of class fee.

*(More information below)*

## ADDITIONAL BENEFITS

In addition to the ability to utilize Arts Warehouse Spaces, Art Educators receive the following benefits:

- Biography on the Arts Warehouse website
- Yearly exhibition for Art Educators
- Assisted Promotion/Marketing of classes by Arts Warehouse

## RESPONSIBILITIES

Art Educators are strongly encouraged to teach a minimum of two classes per month.

Art Educators are responsible for setting up and breaking down their class sessions. The classroom space is also used by Affiliate Artists when a class is not in session, and must be left as it is found. Any paint or material spills on flooring must be cleaned up.

## FEES

- All Educators will submit a classroom reservation form by indicated due date
  - Rental agreement and room rental fee a minimum is due Two (2) weeks prior to the start date of the class/workshop
  - Classes are limited to three (3) hour. sessions. Educators will be allowed 30 minutes for set up and 30 minutes for break down
1. Rental Space with no registration fee to Arts Warehouse
    - a. Educator will pay the rental fee associated with space and is responsible for collection of all registration from each participant.
  2. Partner Space no rental fee
    - a. Arts Warehouse receives 50 percentage of class fee per person.
    - b. Arts Warehouse will handle all registration & payments.
    - c. Instructor will be paid 50 % of class fee per/person registered after the classes have ended. Instructor will submit payment form and will be paid by CRA in the next payment cycle.
    - d. Instructors are contractors and will receive a contract prior to teaching and receive a 1099 at the end of the year.

## TO APPLY

Art Educator applications are accepted on a quarterly basis, and will be reviewed by the Arts Warehouse Staff. Applicants will submit their application, digital portfolio, and \$25 application fee. Applicants will be notified of their acceptance within Two (2) weeks of review/due date, and will be required to complete a level 1 background check before teaching commences. A limited number of Art Educators will be accepted into the program.

## UPON ACCEPTANCE

To reserve a classroom Art Educators are required to submit a "class request sheet" accompanied by indicated due date. This allows the Arts Warehouse management team the ability to avoid scheduling conflicts, and proper time needed to upload the class information to the Arts Warehouse website. In event that the classroom is unavailable, the fee will be returned to the Art Educator. Art Educators are required to pay the classroom rental fee within Fourteen (14 ) business days prior to the class.

*All Arts Warehouse Affiliate, and Educator Artists will be required to comply with the with terms and conditions of their agreement, opening procedures, and closing procedures that ensure artists will have the freedom to work independently while sharing a facility with other artists in a professional, supportive manner (see handbook). In the event that an artist is in non-compliance with policy, the non-compliance incident will be reviewed by the Delray Beach CRA, Arts Warehouse staff and the artist will be notified in writing regarding their non-compliance with steps that must be taken to achieve compliance. A second offense and/or refusal to comply will result in a written warning that their relationship with Arts Warehouse is in danger of being severed. A third offense will result in a severed relationship. Certain offenses that are highly disruptive to the mission of Arts Warehouse may result in the relationship being severed immediately.*



# Course Proposal Form

### CONTACT INFORMATION

Instructor Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### COURSE/WORKSHOP INFORMATION

Partnership or Rental (circle one)

Session:  Winter/Spring  Fall  Summer Year: 20\_\_\_\_

Proposed Title \_\_\_\_\_

Art Form \_\_\_\_\_ Prerequisites \_\_\_\_\_

Class Description (limit to four sentences; subject to editing)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This class/workshop is for:  Adults  Teens  Children Ages: Min. \_\_\_\_\_ Max. \_\_\_\_\_

Class: Day (You must Indicate two choices using 1& 2)  M  Tu  W  Th  F  Sa  Su

Session I - 6 wks once a wk Dates: \_\_\_\_\_ or Workshop 1 day – 3day Dates: \_\_\_\_\_

Session II - 6 wks once a wk Dates: \_\_\_\_\_ or Workshop 1 day – 3day Dates: \_\_\_\_\_

Preferred Time:  Day  Evening Time (give 2 choices) \_\_\_\_\_

Supplies:  Students provides  Instructor provides - estimated cost per student \$ \_\_\_\_\_

**\*\* You must include a typed supply list to give to students or a supply list that breaks down cost of supplies in order to justify student fee. Supplies are NOT a means to generating more income. We do NOT provide reimbursements. Most youth class include supplies please confirm with Arts Warehouse.**

Attach an Instructor Bio: (Briefly detail your professional & artistic achievements and website)

**TO COMPLETE YOUR APPLICATION, PLEASE ATTACH A CURRENT/RELEVANT RESUME AND WORK SAMPLES/ LINK TO WORK SAMPLE \_\_\_\_\_**

**Must be submitted electronically to [brownji@mydelraybeach.com](mailto:brownji@mydelraybeach.com)**



**ARTS WAREHOUSE  
INSTRUCTOR AGREEMENT**

**Instructor Contract**

Instructor Name

Organization / Corporation (if applicable)

Address

State

Zip

Phone

Email

**Description of Program/Service**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location

\_\_\_\_\_  
Program Director(s)

Start Date

End Date

**Days of the Week/Time of each Class**

\_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

**Compensation (select one)**

1. Arts Warehouse program instructors receive 50% of class fee revenue collected.
2. Room Rental Programs – Arts Warehouse receives space rental rate plus 25% of total class fee revenue.

\$ \_\_\_\_\_

Registration Fee per person

\$ \_\_\_\_\_

Materials Fee (this is not to be used a means to generate revenue but as a way to better serve students)

## Registration

-

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Minimum	Maximum	Age Range
---------	---------	-----------

### Materials, Tools and Equipment

Please attach a materials list to be given to students at time of registration with recommendations on where to purchase. If instructor is supplying materials provide list and cost to each student.

### TERMS & CONDITIONS

- Services. Instructor agrees to furnish the instructional services and any materials described above (“Services”) and shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others. Instructor shall have control over the method, manner and means by which Instructor prepares and conducts the Services. Instructor shall comply with the Instructor Rules & Policies, attached as Exhibit A, as may be modified by the CRA from time to time (“Rules”). Instructor shall maintain accurate records, including rosters, liability waivers (if applicable) and invoices. Smoking, alcohol and profanity are not allowed at CRA facilities or around participants. Instructor shall adhere to the program dates and times scheduled. Classes will be cancelled only due to inclement weather, injury or illness; all cancelled classes/programs will be made up. Instructor must contact the program supervisor with as much advanced notice as possible if a class needs to be cancelled.
- Registration.  
Arts Warehouse Partner Classes:
  - The CRA shall register all participants for the activity and collect and record all fees due.
  - The CRA reserves the right to cancel any programs due to insufficient registration.
  - NO FEES SHALL BE COLLECTED BY THE INSTRUCTOR with the exception of approved supply fees for Arts Warehouse partner classes.
  - If the registration for a program is below the set minimum number of participants, the program may be cancelled by the CRA. Cancellation decisions will be made three (3) days prior to the start of the program.
  - Instructors are contractors and will receive a contract prior to teaching and receive a 1099 at the end of the year Arts Warehouse Rental Classes:
  - Educator will pay the rental fee associated with space and is responsible for collection of all registration from each participant.
  - Artist will also have to sign a rental agreement prior to teaching.
- Compensation. If compensation is a percentage of fees collected, Instructor shall receive the percentage set forth above of all fees collected for the Services in the next pay period upon completion of the program. Instructor is required to submit a sign class roster to the main office on the final day of class. Payments shall be processed in accordance with the Local Government Prompt Payment Act, in Chapter 218, Florida Statutes, as amended. If the class is scheduled to meet in two weeks or less, then Instructor shall submit the program roster for payment at the completion of the Services. **Instructor shall provide CRA with a completed W-9 form prior to receipt of any payment or teaching in our facility from CRA.**

4. Independent Contractor. It is specifically understood that Instructor is an independent contractor and not an employee of the CRA. Instructor neither agrees that this is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services. Instructor shall receive an IRS Form 1099 from the CRA if payments within one calendar year exceed \$600.00. Instructor acknowledges that the CRA is neither paying Social Security benefits nor withholding taxes from Instructor's compensation for the Services. Instructor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits.
5. Background Check. Instructors hereby agree to submit to and successfully pass a Level 1 or 2 (depending on if the CRA wants fingerprints) background check prior to the instructing students at the Arts Warehouse. Instructor agrees to submit to future Level 1 or 2 background checks in the event CRA receives information that the initial background check may be inaccurate or that there have been recent occurrences which could impact such background clearance.
6. Space and Equipment. Instructor is responsible for ensuring that the area Instructor uses is safe and clean before and after each program. Instructors are not permitted to use office telephones or equipment unless prior approval is given by the program supervisor. No CRA equipment/supplies are to be removed from the facility without approval from the program supervisor. An equipment sign-out form must be completed if equipment or supplies are to be removed.
7. Americans with Disabilities Act: It is the policy of the CRA to fully comply with the provisions of the Americans with Disabilities Act (ADA) and to make reasonable accommodations to individuals with vision, hearing impairment or other disabilities so that they can have an equal opportunity to participate, unless the CRA finds that the request for an accommodation is unreasonable or the CRA determines that the accommodation would fundamentally alter the nature of the CRA's program, services, and activities. Instructors shall notify the program supervisor when Instructor needs assistance or guidance in providing such accommodations.
8. Accident Reporting: It is the Instructor's responsibility to notify the program supervisor about any participant injury or accident and to complete an "Accident/Incident Form." The form must be submitted to the program supervisor on the same day as the incident. If the injury requires first aid, the Instructor must call 911 immediately, if necessary, and notify the program supervisor.
9. Indemnification. Instructor shall be responsible for all damages to persons or property that occurs as a result of Instructor's acts or omissions. Instructor shall indemnify, defend and hold harmless the CRA, its commissioners, employees and agents, and the City of Delray Beach, its commissioners, employees and agents, from and against any and all claims, liabilities, losses and/or causes or action which may arise from any act or omission by the Instructor during the performance of the services herein. Nothing contained in this document shall be deemed to be a waiver of the rights, privileges and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes. This paragraph shall not require Instructor to indemnify the CRA and the City for the CRA's or the City's own negligence or intentional acts of its officers, employees or agents. The provisions of this section shall survive beyond the expiration or termination of Services.
10. Insurance. Unless waived in writing below by the CRA, Instructor shall purchase from and maintain during the term of the Services, and any additional period required, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$1,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding \$25,000. If the class or activity will be open to children under the age of 18, the Comprehensive General Liability insurance shall include coverage for sexual misconduct and may not be waived; and

Commercial General Liability Insurance is waived by the Director of Delray Beach CRA.

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*Risk Manager Signature*

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

Instructor is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Instructor understands that Instructor must comply with Sec. 440.055, F.S., and other applicable regulations. Instructor is an independent contractor.

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*Instructor Signature*

(c) **Automobile Liability:** Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Automobile Liability Insurance is waived by the CRA.

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*Risk Manager Signature*

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a Best's rating of A- VI or better.

**Additional Insured:** All liability insurance policies shall name and endorse the following as additional insured(s): the Delray Beach Community Redevelopment Agency and its commissioners, officers, employees and agents, and the City of Delray Beach and its commissioners, officers, employees and agents.

**Certificate of Insurance:** Instructor shall provide the CRA/City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Instructor's responsibility to ensure that the CRA and the City's Risk Manager both have the Instructor's current Insurance Certificate and endorsements at all times.

If Instructor's insurance policy is a claims made policy, Instructor shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

11. Taxes. Instructor understands that in performing the services for the CRA, Instructor is not exempt from paying sales tax to Instructor's suppliers for materials required for Instructor to perform the services. Instructor shall not be authorized to use CRA's tax exemption number for purchasing supplies or materials.
12. Compliance with Laws. Instructor shall obtain any necessary licenses, sanctions and certifications and shall comply with all applicable Federal, State, County and City laws, codes and regulations in connection with the performance of the services.
13. Licenses: Instructor shall obtain all necessary licenses for providing Services, including but not limited to any ASCAP, BMI or SESAC license required for the playing of copyrighted music and shall ensure that all license payments required to be made are made promptly and directly to the licensing organization.
14. Assignment. Instructor may not subcontract, transfer or assign any rights, responsibilities or obligations regarding the services without the CRA's prior written approval.
15. Non Discrimination. Instructor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.
16. Termination. The CRA/Arts Warehouse shall have the right to terminate the Services at any time upon written notice to Instructor when the CRA determines that it is in the best interest of the public or for the convenience of the CRA. The CRA shall be liable only for payment for services performed prior to the effective date of such termination. Instructor shall have the right to terminate the Services for convenience by giving the CRA thirty (30) days prior written notice.
17. Inspector General. Instructor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Instructor. Instructor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Instructor to fully cooperate with the Inspector General when requested may be deemed by the CRA to be a material breach of this agreement justifying its termination.

**I have reviewed this Acknowledgement and the Instructor Rules & Policies (Exhibit A) and understand and agree to all the terms and conditions. If I am signing on behalf of an applicant organization or corporation, I also represent that I am authorized to sign the application on behalf of the organization or corporation and that my signature will bind the organization or corporation.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first shown above.

Signed, Sealed and Witnessed  
In the Presence of:

**DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Executive Director?

ATTEST:  
\_\_\_\_\_  
?

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_ as Chairman of the Delray Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

## **EXHIBIT A**

### **INSTRUCTOR RULES AND POLICIES**

The purpose of these rules is to inform all Instructors of the class/activity procedures and facility policies of the Delray Beach Community Redevelopment Agency (CRA)/Arts Warehouse. This guide is intended to reduce confusion and to build communication between staff and the independent contractors.

#### **I. REGISTRATION INFORMATION**

Registration for most facility based programming is accepted at the facility holding the program.

1. All registration is accepted in person or online. Payment is required at the time of registration by credit, check, cash or money order.
2. Registration is on a first come first serve basis. When a class/activity limit is reached, a waiting list will be started. If enough interest is shown and the facilities are available, an attempt to form another class will be made.
3. Staff responsible for program registration will maintain waiting lists and contact persons on the list if space becomes available.
4. The CRA reserves the right to cancel any programs due to insufficient registration. Participants in classes cancelled by the CRA will receive a full refund less any processing fee assessed by online service companies.
5. There will be no registration after the class/program start date without approval from the supervisor responsible for the program.

#### **II. REFUND POLICY**

- 100% refund if the Department cancels the program or the facility rental less online processing fees when applicable.

Refund requests received in writing at least 14 or more days in advance of the program/rental are entitled to:

- 85% refund based on the total cost of the program or rental less online processing fees when applicable.
- Refund requests received less than 14 days in advance of the program/rental will not be granted.
- Refunds for medical circumstances requested prior to the program/rental/team placement date will be granted at 100%, pending verification.

***Non-attendance/non-participation in a program does not entitle the patron to a refund.***

REFUND REQUEST MUST INCLUDE A PROGRAM OFFICIAL RECEIPT. A refund check will take approximately 2-3 weeks to process.

### III. INSTRUCTOR RULES

1. All classes will begin promptly at the designated time each day/week. Instructors must adhere to their scheduled times. If extra time is needed, please notify the program supervisor.
2. Classes will be cancelled only due to inclement weather, injury or illness; all cancelled classes/programs will be made up. Instructors must contact the program supervisor with as much advanced notice as possible if a class needs to be cancelled.
3. Check City and School holiday schedule with the program supervisor so students can be informed of the days the facility will be closed or classes not held.
4. If the registration for a program is below the set minimum number of participants, the CRA may cancel the program.
5. Arrangement for program changes, registration fees, curriculum, and all details concerning the program are handled through and with the approval of the supervisor.
6. Arts Warehouse Partner Classes, NO FEES SHALL BE COLLECTED BY THE INSTRUCTOR with the exception of approved only supply fees. Registration fees will be collected by CRA staff as designated by the program supervisor. Arts Warehouse Rental Classes, Fees will be paid to the CRA upfront prior to teaching.
7. Accident Reporting: It is the Instructor's responsibility to notify the Arts Warehouse about any participant injury or accident and to complete an "Accident/Incident Form." The form must be submitted to the program supervisor on the same day as the incident. If the injury requires first aid, the Instructor must call 911 immediately, if necessary, and notify the program supervisor.
8. Instructors are contracted to provide the specific program or duties for which they were hired. They do not have the authority to make decisions/changes/exceptions to any CRA rules or policies. If concerns or questions arise regarding such rules or policies, they are to be brought to the program supervisor for clarification.
9. Security background screenings will be performed on Instructors by the CRA.

### IV. FACILITY POLICIES

1. Smoking, alcohol and profanity are **not allowed** at CRA facilities or around participants.
2. Instructors are responsible for ensuring that the area they are using is safe and clean before and after each program.
3. Instructors are not permitted to use office telephones or equipment unless prior approval is given by the supervisor.
4. No CRA equipment/supplies are to be removed from the facility without approval from the program supervisor. An equipment sign-out form must be completed if equipment or supplies are to be removed.

5. It is the policy of the CRA to fully comply with the provisions of the Americans with Disabilities Act (ADA) and to make reasonable accommodations to individual with vision, hearing impairment or other disabilities so that they can have an equal opportunity to participate, unless the CRA finds that the request for an accommodation is unreasonable or the CRA determines that the accommodation would fundamentally alter the nature of the CRA's program, services, and activities.
6. Instructors shall notify the supervisor when Instructor needs assistance or guidance in providing such accommodations.

Adherence to the Rules & Policies is required. If you have any questions, please contact the facility/program supervisor.

Thank You

DRAFT



**Main Contact** Remember Online Registration is Available and Encouraged

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_  Male  Female  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_ \*Email \_\_\_\_\_  
 Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Pictures or video may be taken of participation for use in program publicity.  Please check if you **do not** approve.

*The Arts Warehouse welcomes the participation of all individuals, including those with disabilities or special needs. We are committed to compliance with the ADA and will provide reasonable accommodations to facilitate participation in our programs. **To ensure that reasonable accommodations are in place, program registration or accommodation request should be received at least three weeks prior to the start date of the program.** Please contact the Cultural Arts Center with questions or concerns.*

**Participants**

1. Last Name \_\_\_\_\_ First Name \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_  Male  Female  
 Parent/Guardian Last Name (if participant is under 18) \_\_\_\_\_ First \_\_\_\_\_

Please list any disability/accommodation requests: \_\_\_\_\_

<u>Course Code</u>	<u>Program Name</u>	<u>Start Date</u>	<u>Location</u>	<u>Time</u>	<u>Fee</u>
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____

2. Last Name \_\_\_\_\_ First Name \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_  Male  Female

Parent/Guardian Last Name (if participant is under 18) \_\_\_\_\_ First \_\_\_\_\_

Please list any disability/accommodation requests: \_\_\_\_\_

<u>Course Code</u>	<u>Program Name</u>	<u>Start Date</u>	<u>Location</u>	<u>Time</u>	<u>Fee</u>
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____

### Registration and Payment Information

Payment is required at the time of registration. You must complete this form if you don't register online.

Course Fee \$ \_\_\_\_\_

I would like to donate to the Arts Warehouse Scholarship Program (specify amount) \$ \_\_\_\_\_

I would like to donate to the Arts Warehouse (specify amount) \$ \_\_\_\_\_

Total Amount Due \$ \_\_\_\_\_

Check # \_\_\_\_\_ (payable to Delray Beach CRA)  Money Order  Cash

Credit Card:  Visa  MasterCard  American Express Expiration Date: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Print Name as it appears on card \_\_\_\_\_ Billing Address \_\_\_\_\_

Card # \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

***\*Please make sure email is Valid. By providing my email address I agree to receive email communication from the Arts Warehouse/CRA.***

## Non-Discrimination Policy

The CRA/Arts Warehouse does not discriminate on the basis of race, color, national origin, sex religion, age sexual orientation or disability in employment opportunities or the provision of services, programs or activities. A participant alleging discrimination on the basis of any of the aforementioned areas may file a complaint with either the Director of the CRA or the CRA's onsite Arts Warehouse manager or the Office of Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.

## CRA/Arts Warehouse Release, Waiver of Liability and Indemnity Agreement

I understand that participating in the recreational program selected involves risk of injury. These risks include inclement weather, accidents while traveling, equipment problems or failures, contacts with and actions of other participants, slips/trips/falls, and musculoskeletal injuries, among others. I choose for myself or for my child to participate in the selected programs despite the risks. By signing the Program Registration form, I acknowledge all risks of injury, illness, and death and affirm that I have assumed all responsibility of injury, illness, or death in any way connected with participation in the program. I also agree for myself and for any child participant to follow all rules and procedures of the program and to follow the reasonable instructions of the teachers and supervisors of the program. In return for the opportunity to participate in this program, I agree for myself and for my heirs, assigns, executors, and administrators to release, waive, and discharge any legal rights I may have to seek payment or relief of any kind from the CRA/ Arts Warehouse, its employees/volunteers or its agents for injury, illness, or death resulting from this program. If I am registering a child for a program, I agree that I am a parent, legal guardian, or am otherwise responsible for the child whose application I am submitting and that I release, waive, and discharge any legal rights that I may assert on behalf of the child participation in the program. I also agree not to sue the CRA/Arts Warehouse, its employees/volunteers, or its agents and agree to indemnify the CRA/Arts Warehouse for all claims, damages, losses, or expenses, including attorney's fees, if a suit is filed concerning an injury, illness, or death to me or to my child resulting from participation in the program.

## Agreement and Signature

By signing below, I acknowledge that I have read, understand and agree to the CRA /Arts Warehouse policies and procedures listed on this form and posted anywhere in and on any CRA owned property and/or facilities. Signature is required to complete the registration process.

\_\_\_\_\_ Date \_\_\_\_\_  
Participant Signature

\_\_\_\_\_ Date \_\_\_\_\_  
Parent or Guardian Signature if child is under 18

## Refund and Course Cancellation Policy

All Refund requests received in writing (*use the Arts Warehouse request form located online or in our main office*) 14 days or more in advance of the start date of the program/workshop are entitled to:

- 100% refund/credit/transfer **if the department** cancels program. 75% refund/credit or 100% transfer **if Patron/Participant** cancels registration. Transfer must be for a class during the same session. (Online registrations will not be refunded the online processing fee)
- Refund/credit/transfer requests received less than 14 days prior to the start date of a program will **NOT** be granted. Patrons registering within 14 days of the program are not eligible for refund/credit/transfer if they choose to cancel.
- Refunds for medical reasons requested prior to the start date of a program will be granted at 100%, subject to verification/doctors note.
- A credit on an account may be used by any individual on the same registration account. Credits do **NOT** expire.
- Non-attendance/non-participation in a program does not entitle a patron to a refund.
- Please allow 3-4 weeks for processing. If you paid with a Credit Card, it will go back on the card used. If cash or check, it will be sent to you in a check.
- If a Patron requests to register for a class after the start date (pending instructor and Arts Warehouse approval), the class fee will **NOT** be prorated/discounted.
- Arts Warehouse will determine if a class will run approximately 3-4 days prior to the start date of the class. For example: Classes beginning on M/Tu, decision will be made Fri. before; Mon for Th; Tu for Fri; Wed for Sat.; Fri for Sun. This is subject to change due to building closings/holidays etc. Specialty Classes/Workshops/Events will list the date in the description.
- Arts Warehouse will **NOT** contact patrons if class is running. If you do not hear from staff, assume it is running. If you want to double check, please contact the center.
- Class cancellations/Inclement Weather - Patrons will be contacted by Arts Warehouse/Instructor via phone or email in the event of class cancellations/Inclement weather. We will put forth all effort to contact each Patron. \*Please make sure your account is updated with current phone numbers and valid email. Arts Warehouse will follow the CRA closing schedule for inclement weather. You will be contacted by Arts Warehouse or the instructor via email or in the next scheduled class.

## Arts Warehouse Refund, Transfer, Credit Policy and Request Form

All refund requests received in writing fourteen (14) days or more in advance of the start date of the program/workshop are entitled to:

- 100% refund/credit/transfer **if the department** cancels program. If department cancels, Arts Warehouse will contact you.
- 75% refund/credit or 100% transfer **if patron/participant** cancels registration. Transfers must be made for a class during same session. (Online registrations will not be refunded the online processing fee)
- Refunds for medical reasons requested prior to the start date of a program will be granted at 100%, subject to verification/doctors note.
- Refund/credit/transfer requests received less than fourteen (14) days prior to the start date of a program will not be granted. Patrons registering within fourteen (14) days of the program are not eligible for refund/credit/transfer if they choose to cancel.
- A credit on an account may be used by any individual on the same registration account. Credits do not expire.
- Non-attendance/non-participation in a program does not entitle a patron to a refund.
- Please allow 3-4 weeks for processing. If you paid with a Credit Card, it will go back on the card used. If you paid by cash or check, it will be sent to you in a check.

### Request

Participant Name \_\_\_\_\_

Course Title \_\_\_\_\_

Course Code \_\_\_\_\_

Course Fee \_\_\_\_\_

#### Request

Refund

Credit

Transfer into \_\_\_\_\_

100%

75%

Reason

Medical

Other

Please Explain/Attached Medical Note \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

### For Department Use Only

Did not meet requirements

Refund

Transfer

Credit

Approved

Denied

By: \_\_\_\_\_

Amount \$ \_\_\_\_\_

Date Processed/Patron Contacted: \_\_\_\_\_



## PROGRAM OVERVIEW

# Affiliate Artist Program

The Arts Warehouse offers an Affiliate Artist Program designed to encourage the creative and professional growth of artists in a shared, community studio space.

- Work in a creative community of artists in community studios when available
- 24/7 access to the shared studio spaces when available as written in policy book
- Free Wifi
- Member exhibitions
- Artist wash-down/commercial sink area
- Kitchen area when not rented
- First option and membership pricing on classes/Workshops held at Arts Warehouse
- Are bound by Studio policy rules and regulations.
- Limited Equipment available; may be used when available.
- Artists are not allowed to use access for groups or teaching classes. If you are interested in either please contact Arts Warehouse staff.

## RESPONSIBILITIES

Affiliate Artist memberships are renewable every six (6) months. Affiliate Artist membership cost is \$40 per month and monthly auto-debit payment is required.

Upon acceptance to the program, Affiliate Artists will have 24/7 access to a shared studio space, common areas, and equipment when not in use by the Arts Warehouse. Shared studio space is available on a first-come, first-served system. All artists are expected to respectfully work with others in a communal and creative environment.

All artists are expected to clean up after personal usage of the studio. No personal items may be left out or stored at the arts warehouse.

Affiliate Artists are strongly encouraged to volunteer at least one 5-hour shift as requested by the Arts Warehouse staff each month to assist with the operations of but not limited to exhibits, special events etc.

## TO APPLY

Applications are accepted on a year round basis, and will be reviewed by the Arts Warehouse staff and selection committee monthly only when there are spots open. To apply, artists must submit an application, digital portfolio, and \$25 application fee. Applicants will be notified of their acceptance within a week of applying following a review only if there is an opening. The Affiliate Artist program is limited to 25 accepted artists. Application details below.

## UPON ACCEPTANCE

Affiliate Artists are required billed once monthly at a rate of \$40 per month.

## APPLICATION REQUIREMENTS

**Click here to download all application documents**

**(Application must include ALL items)**

1. Arts Warehouse Affiliate Artist Application Cover Sheet
2. Curriculum vitae ("CV") that provides an overview of experience and other qualifications
3. Letter of interest, outlining specific interest in working at the Arts Warehouse, and how participation will affect the artist's practice
4. Three letters of recommendation, personal and/or professional, that include names, mailing addresses, phone numbers, and email addresses.
5. Documentation of recent work as described below.
6. \$25 processing fee (make checks to Delray CRA) and **Background Check Form**
7. Mail or deliver application with all supporting material to:

The Arts Warehouse  
c/o Delray Beach CRA  
20 Swinton Avenue  
Delray Beach, Florida 33444  
Attention: Jill Brown

Include the word APPLICATION on outside of envelope.

1. 24-hour access to common studios if available
2. Wi-Fi access
3. Up to 20 artists working on-site in various mediums
4. Access to exhibition, teaching, and professional development opportunities, and more

The Arts Warehouse strives to be fully accessible to artists with disabilities. The Arts Warehouse's facilities are fully accessible and we encourage all artists to consider submitting for these opportunities. If you have any questions about studio accessibility please contact Jill Brown at [brownji@mydelraybeach.com](mailto:brownji@mydelraybeach.com)

## PROGRAM GOALS

1. Support/investment in individuals whose work will impact the larger cultural landscape
2. Artist advancement programming & coaching
3. Experimentation and collaboration
4. Integration into a dynamic community of local, national, international artists and an expansive network of creative professionals
5. Opportunities for engagement/cross-cultural exchange with local artists and audiences
6. A yearly presentation at the Arts Warehouse, usually in Group Show or a solo exhibit

## ELIGIBILITY

1. Emerging to professional, dedicated, working artists with a deep commitment to their practice and to advancing the mission of The Arts Warehouse.
2. Artists must be U.S. citizens or permanent residents over 18 years of age.
3. Artists working in most mediums will be considered. Artists working with toxic materials, hazardous machinery, etc. may not be considered due to limitations within the building.

## SELECTION CRITERIA

1. Artistic merit of past and current work.
2. Readiness to engage with and benefit from the Arts Warehouse Affiliate Artist Program.
3. Potential to further develop an innovative creative practice and impact the community.

## SELECTION PROCESS

1. Arts Warehouse staff reviews applications to ensure completion and eligibility. Incomplete applications will not be considered.
2. Submissions are reviewed by a committee of arts professionals in the community. The review committee changes yearly.
3. The committee evaluates each artist's materials and selects finalists.

## IMAGE SUBMISSIONS

1. Ten (10) digital photos of works completed within the past two years. (3D artists may submit up to twenty (20) digital photos, documenting ten (10) works in all.) Digital images of artworks must be at least 96DPI and be in JPEG or TIFF formats. RAW and other formats will not be accepted. If submitting via CD, all entries must fit on one CD. Original digital artworks have no resolution/pixel requirements. The CD should be labeled with the artist's name. **See below for online submission instructions.**
2. Image file names should be matched to a hard copy list of the submitted images. Please list images, titles, media, physical sizes, and date completed.

## VIDEO SUBMISSIONS

Film, video, performance, or conceptual art

1. One CD or DVD with a maximum total playing time of six (6) minutes. CD/DVD must contain a minimum of three (3) segments completed within the last two years. Label the CD/DVD and case with artist name, title of work(s), date completed, medium, and full playing time.



### AFFILIATE ARTIST APPLICATION AND CHECK SHEET

Final decisions are made by a jury, along with input from our on-site staff. Please fill out this form and return completed with all of the other necessary documents listed below to be considered.

1. \_\_\_\_\_

Artist Name \_\_\_\_\_

---

Address \_\_\_\_\_ Apt. # \_\_\_\_\_

---

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Email \_\_\_\_\_ Phone # \_\_\_\_\_

**Attachment Checklist:**

- Affiliate Artist Application Checklist (this page)
- Curriculum vitae (CV) that provides an overview of experience and other qualifications
- Letter of interest, outlining specific interest in working at the Arts Warehouse and how participation will affect artist's practice
- Documentation of recent work as described in program guidelines for each category
- \$25 processing fee (Please make check payable to Delray Beach CRA)

Please BRIEFLY describe your specific interest in working at the Arts Warehouse, approximate number of hours that you can foresee dedicating to your art and how participation will affect your practice. **This should be a concise summary of your letter of interest. Please attach a typed letter to be included in your packet. DEADLINE \_\_\_\_\_, 2017**

### SUBMISSIONS

Send to: Arts Warehouse  
c/o Jill Brown Manger – Affiliate Artist Opportunity  
20 Swinton Avenue  
Delray Beach, Florida 33444  
*For digital submissions using Dropbox.com please:*

- Create a free Dropbox account using <https://www.dropbox.com/>
- Include inside the above listed materials
- Share the folder with Jill Brown Arts Warehouse Manager: [brownji@mydelraybeach.com](mailto:brownji@mydelraybeach.com)

### INQUIRIES

**Jill Brown** Arts Warehouse Manager, 561.276.8640 or [brownji@mydelraybeach.com](mailto:brownji@mydelraybeach.com)



## Artist in Residence Studio Program

### STUDIO OPPORTUNITIES

The Artists in Residence program offers affordable private and/or shared studios to emerging and mid-range local, national, and international artists. Artists in Residence become part of a vibrant community of artists participating in Arts Warehouse programming, allowing for exchange and collaborative relationships to develop within the artist community. Space is awarded to applicants that best demonstrate their commitment to their practice, to experimentation and innovation in their work, to seeking artistic & professional development, and to being a part of and contributing to a dynamic community of artists and creative thinkers. A.i.R leases include private and/or shared studios as well as access to flexible shared working space. Artists selected for this program range from emerging to mid-range, and work in all artistic disciplines and media; including drawing, painting, sculpture, photography, new media, installation, and interdisciplinary expression.

### APPLICATION REQUIREMENTS

[Click here to download all application documents](#)

(Application must include ALL items)

1. Arts Warehouse Artists in Residence (“A.i.R”) Application Cover Sheet
2. Curriculum vitae (“CV”) that provides an overview of experience and other qualifications
3. Letter of interest, outlining specific interest in working at the Arts Warehouse, and how participation will affect the artist’s practice
4. Three letters of recommendation, personal and/or professional, that include names, mailing addresses, phone numbers, and email addresses.
5. Documentation of recent work as described below.
6. \$25 processing fee (make checks to Delray CRA) and **Background Check Form**
7. Mail or deliver application with all supporting material to:

The Arts Warehouse  
c/o Delray Beach CRA  
20 Swinton Avenue  
Delray Beach, Florida 33444  
Attention: Jill Brown

Include the word APPLICATION on outside of envelope.

### STUDIO OPPORTUNITY DETAILS

1. 176 to 528 approximant sq. ft. studios. Spaces are appointed by Arts Warehouse staff for selected Artists. We will consider your preference in our appointments.
2. Studio rents are currently charged at about \$2.00 per square foot per month
3. 24-hour access to studios
4. Wi-Fi access

5. Up to 20 artists working on-site in various mediums
6. Participation in First Friday Gallery walks sponsored by Downtown Development Authority. <https://downtowndelraybeach.com/ArtWalk>
7. Access to shared work spaces
8. 1 or 2 year leases with the prospect of 2 renewable terms for a maximum of 3 or 4 years (all artists will be required to execute a lease for the space being provided)
9. Access to exhibition, teaching, and professional development opportunities, and more
10. The Arts Warehouse strives to be fully accessible to artists with disabilities. The Arts Warehouse's facilities are fully accessible and we encourage all artists to consider submitting for these opportunities. If you have any questions about studio accessibility please contact Jill Brown at [brownji@mydelraybeach.com](mailto:brownji@mydelraybeach.com)

## PROGRAM GOALS

1. Support/investment in individuals whose work will impact the larger cultural landscape
2. Artist advancement programming & coaching
3. Experimentation and collaboration
4. Integration into a dynamic community of local, national, international artists and an expansive network of creative professionals
5. Opportunities for engagement/cross-cultural exchange with local artists and audiences
6. A yearly presentation at the Arts Warehouse, usually in Group Show or a solo exhibit

## ELIGIBILITY

1. Emerging to Mid-Range professional, dedicated, working artists with a deep commitment to their practice and to advancing the mission of The Arts Warehouse.
2. Artists must be U.S. citizens or permanent residents over 18 years of age.
3. Artists working in most mediums will be considered. Artists working with toxic materials, hazardous machinery, etc. may not be considered due to limitations within the building.
4. Artists must be ready to enjoy working in an open studio setting where the public is able to interact with the artist during public hours. Artists must work in the studio a minimum of 25 hours per week during public hours and First Fridays. Other times may be requested by the Arts Warehouse.

## SELECTION CRITERIA

1. Artistic merit of past and current work.
2. Readiness to engage with and benefit from the Arts Warehouse Studio Program.
3. Potential to further develop an innovative creative practice and impact the community.

## SELECTION PROCESS

1. Arts Warehouse staff reviews applications to ensure completion and eligibility. Incomplete applications will not be considered. We will offer a pre Application Workshop prior to each deadline. Dates/Location will be announced/Posted on the Delray Beach CRA website.
2. Submissions are reviewed by a committee of arts professionals in the community. The review committee changes yearly.
3. The committee evaluates each artist's materials and selects finalists.
4. Finalists are invited for an in-person or phone interview to determine final selections.

## IMAGE SUBMISSIONS

1. Ten (10) digital photos of works completed within the past two years. (3D artists may submit up to twenty (20) digital photos, documenting ten (10) works in all.) Digital images of artworks must be at least 96DPI and be in JPEG or TIFF formats. RAW and other formats will not be accepted. If submitting via CD, all entries must fit on one CD. Original digital artworks have no resolution/pixel requirements. The CD should be labeled with the artist's name. **See below for online submission instructions.**
2. Image file names should be matched to a hard copy list of the submitted images. Please list images, titles, media, physical sizes, and date completed.

## VIDEO SUBMISSIONS

Film, video, performance, or conceptual art

1. One CD or DVD with a maximum total playing time of six (6) minutes. CD/DVD must contain a minimum of three (3) segments completed within the last two years. Label the CD/DVD and case with artist name, title of work(s), date completed, medium, and full playing time.



**ARTIST IN RESIDENCE**  
**Application Check Sheet**

Artists in Residence proposals for 1 to 2 years can be accommodated. A.i.R. leases include individual/two artist private studios as well as access to flexible, common working space. Final decisions are made by a jury, along with input from our on-site staff. Please fill out this form and return completed with all of the other necessary documents listed below to be considered. **DEADLINE IS AUGUST 11, 2017**

1. \_\_\_\_\_  
Artist Name

\_\_\_\_\_

Address Apt. #

\_\_\_\_\_

City State Zip

\_\_\_\_\_

Email Phone #

2. \_\_\_\_\_  
Artist Name

\_\_\_\_\_

Address Apt. #

\_\_\_\_\_

City State Zip

\_\_\_\_\_

Email Phone #

- I am interested in a private studio Size Preference \_\_\_\_\_
- I am interested in shared work space\* Size Preference \_\_\_\_\_

\*We do not put artist together Artist must apply together and each should fill out an application but they should send submission together.

**Attachment Checklist:**

- Artists in Residence Application Checklist (this page)
- Curriculum vitae (CV) that provides an overview of experience and other qualifications
- Letter of interest, outlining specific interest in working at the Arts Warehouse and how participation will affect artist's practice
- Three letters of recommendation, personal and/or professional that include names, mailing addresses, phone numbers, and email addresses
- Documentation of recent work as described in program guidelines for each category
- \$25 processing fee (Please make check payable to Delray Beach CRA)

*\*\*Artist collaborations should apply together by submitting ONE application per group, specifying the number of individuals on the application form. Arts Warehouse studios can accommodate no more than*

*two total artists in a collaborative group. Two person studios are limited. Double occupancy studio can be leased by one person.*

Please BRIEFLY describe your specific interest in working at the Arts Warehouse, approximate number of hours that you can foresee dedicating to your art and how participation will affect your practice. **This should be a concise summary of your letter of interest. Please attach a typed letter to be included in your packet.**

## SUBMISSIONS

Send to

Arts Warehouse  
c/o Jill Brown Manger - Studio Space Opportunity  
20 Swinton Avenue  
Delray Beach, Florida 33444

*For digital submissions using Dropbox.com please:*

- Create a free Dropbox account using <https://www.dropbox.com/>
- Include inside the above listed materials
- Share the folder with Jill Brown Arts Warehouse Manager: [brownji@mydelraybeach.com](mailto:brownji@mydelraybeach.com)

**DEADLINE**  
**, 2017**

## INQUIRIES

**Jill Brown** Arts Warehouse Manager, 561.276.8640 or [brownji@mydelraybeach.com](mailto:brownji@mydelraybeach.com)

**Arts Warehouse**  
Studio Rental Fees

## Studio Space Fees



**DELRAY BEACH** CRA  
COMMUNITY REDEVELOPMENT AGENCY

<b>STUDIO #</b>	<b>Sq. Ft.</b>	<b>Monthly</b>	<b>Monthly Rent + Tax</b>
102 single/double	355	\$710.00	\$759.70
103	177	\$354.00	\$378.78
104 single/double	374	\$748.00	\$800.36
105	177	\$354.00	\$378.78
106	177	\$354.00	\$378.78
122	177	\$354.00	\$378.78
123	177	\$354.00	\$378.78
124	177	\$354.00	\$378.78
125	177	\$354.00	\$378.78
202 single/double	529	\$1,058.00	\$1,132.06
203 single/double	375	\$750.00	\$802.50
204 single/double	375	\$750.00	\$802.50
207 single/double	355	\$710.00	\$759.70
208 single/double	307	\$614.00	\$656.98
209 single/double	456	\$912.00	\$975.84
<b>Total Monthly</b>		<b>\$8,730.00</b>	<b>9341.1</b>
<b>Total Annual</b>		<b>\$104,760.00</b>	<b>\$112,093.20</b>
<b>Monthly rental fees are based on \$2/sq. ft.</b>			



The Delray Beach Community Redevelopment Agency (“CRA”) as part of its Arts Warehouse project intends to provide affordable studios for emerging and mid-career Artists in a variety of media, including, but not limited to painters, photographers, ceramic Artists, and sculptors. ARTIST acknowledges that among The CRA’s purposes in establishing the Arts Warehouse is to nurture Artists’ careers by providing them with affordable space. This Lease being entered into between the CRA and the Artist intends to further ARTIST’S career as an Artist.

The atmosphere of creativity and diversity invites both South Florida residents and visitors alike to observe the process of making art by offering access to Artist studios. Exhibitions and art education will enable the community to participate in the remarkable creative process. Surrounded by work of some of the most talented people in Florida, the classes and seminars shall encourage the participation of people of all ages and levels of Artistic ability.

### **RULES AND REGULATIONS**

The following rules and regulations have been established by the CRA for the benefit of all artists and guests of The Arts Warehouse. These rules and regulations are intended to preserve a clean and attractive environment, and to assure the peaceful enjoyment of The Arts Warehouse. All artists and their guests shall comply with the rules and regulations as follows:

### **ADDITIONS TO EXTERIOR OF BUILDINGS AND STRUCTURAL CHANGES**

Changes affecting the appearance of the exterior of The Arts Warehouse, such as decorations, awnings, signs, sun shades, air conditioning equipment, fans, screens, balcony or patio covers and enclosures, satellite dishes, or similar changes shall require the prior written approval of The CRA. No materials shall be installed at or around any window. Exterior television or radio antennas are prohibited. Structural changes to the interior or exterior of The Arts Warehouse shall require the prior written approval of CRA onsite Arts Warehouse Manager. Except for normal hanging of artwork on designated walls, no person shall mark, drill into, or in any way injure, deface, or damage any wall, ceiling, door, frame, partition, floor wood or metalwork, wiring fixture, plumbing, and/or any equipment.

### **ALCOHOL**

The applicant assumes all liability for serving and consumption of alcohol. State and local laws apply with regard to alcohol consumption. Alcohol service requires the prior written approval of CRA onsite Arts Warehouse Manager. All requests must be included in the rental request form. The applicant is responsible for obtaining any permits or licenses necessary to sell and/or serve alcohol. If alcohol is provided at an event, liquor liability insurance will be required according to the CRA’s Arts Warehouse fee schedule. The CRA reserves the right to prohibit the service of alcohol at any time during an event.

### **APPLICATIONS/PAYMENT**

Reservations for rentals requests are required at least 30 days prior to the event and may be made up to 6 months in advance. All evidence of residency (Delray Beach Resident) and non-profit status must be submitted along with the application.

## CHILD CARE

Any events that provide child care or child instruction at The Arts Warehouse must provide approved background checks for ALL personnel that will be responsible for child care or instruction or in the presence of children. Child care includes but is not limited to arts classes, camps and activity areas for events.

## CRA RESERVATION OF RIGHTS

The CRA reserves the right to refuse use of The Arts Warehouse and may cancel any reservation or event because of activity or content deemed by the CRA to be inconsistent with The Arts Warehouse mission or not in the best public interest.

## CLEANING

The applicant is responsible for removal of all garbage and trash. The applicant is responsible for removal of all non-CRA equipment (i.e. linens, décor, AV equipment and all personal items). The applicant must provide all garbage bags. The applicant may use the dumpster located in The Arts Warehouse loading area for trash/garbage disposal.

## COMPLAINTS

Complaints of violations of these rules should be made to The Arts Warehouse onsite staff, either verbally or in writing. Neither the CRA, nor any of its agents, servants, or employees, shall be responsible to any artist or artist's guests for any non-observance of rules, regulations, and conditions on the part of other persons.

## CONSENT REVOCABLE

The CRA reserves the right to reject any prior written approval in the best interest of the Arts Warehouse.

## DECORATIONS

Tape, tacks, staples, nails, screws or glues/adhesives are not permitted to attach any object to furniture, fixtures, walls or floors. The applicant may use fishing line, ribbon, florist wire, zip ties or string to hang decorations; nothing can be attached to track lighting system. Ice sculptures are not permitted indoors. Any prop, set or furniture heavier than 50 pounds requires prior written approval of The Arts Warehouse. Glitter, confetti, bird seed, rice, sand, silly string, poppers and any similar materials are not permitted. Lit candles, pyrotechnic devices (including fog machines) and bubble machines are not permitted. Only battery operated candles are allowed. No decoration of The Arts Warehouse common areas is allowed.

Common area furniture may not be moved without the prior written approval of The Arts Warehouse.

Storage facilities are not available for the applicant's use.

All items **must** be removed from The Arts Warehouse at the conclusion of the event/lease. Should any items be left behind, the CRA will charge the applicant for every hour that the items remain at The Arts Warehouse.

## DELIVERIES

Artist shall notify The Arts Warehouse onsite staff in writing 24 hours in advance of any deliveries. Prior authorization for such deliveries is required except for emergencies. No deliveries will be allowed after 5:00 p.m. All tradesmen must be licensed and insured.

## EMERGENCIES

In the case of emergency involving the facilities, contact The Arts Warehouse onsite staff. The emergency phone numbers are posted on the **bulletin board in the kitchen**. In the event of an immediate emergency requiring professional assistance, dial 911. If there is a hurricane warning or other natural disaster, it is suggested that artists remove things from the floor of their studios to avoid possible water damage in the event of flooding. The Arts Warehouse has no storage facilities available for use during natural disasters.

## ENFORCEMENT

The Arts Warehouse onsite staff shall have the authority to enforce all rules and regulations governing use of The Arts Warehouse. Lack of cooperation by the applicant and/or the applicant's guests may result in closing the event and/or contacting security (City of Delray Beach Police or private security company). If the applicant and/or applicant's guest fails to cooperate, they will be required to leave the premises immediately.

Any person who destroys or steals property of The Arts Warehouse will be held personally liable for repairs and replacement of such property and will be required to leave the event immediately. Such destruction or theft may be prosecuted to the fullest extent of the law.

## FEES/CONTRIBUTIONS

The sale of goods, services, food or beverages, or charging admission fees requires the prior written approval of The Arts Warehouse. This provision does not apply to CRA and City sponsored events.

## FIRE ALARM/SPRINKLER SYSTEM

If the applicant or a guest of applicant sets off the sprinkler or fire alarm as a result of any unapproved activity, the applicant will be responsible for any costs which result.

## GAMBLING

Gambling activity is prohibited in The Arts Warehouse.

## HOURS OF OPERATION

The Arts Warehouse will be open to the public during regular hours of operation:

Tuesday-Friday 9:00 am to 5:00 pm

Saturday 10:00 am to 3:00 pm

- Artists have unlimited access to their studio.
- Artists may have visitors in their studios past the public hours of operation. However, the Artist must supervise all visitors present in the Arts Warehouse past public hours.
- Artists must escort all guests out of the Arts Warehouse and ensure that the doors are locked and secure.

## **KITCHEN USE**

No cooking is permitted in The Arts Warehouse. All food service items must be removed at the end of the event. Delayed pickup of any food service rental items is subject to prior written approval of The Arts Warehouse. If delayed pickup is approved, all food service rental items must be cleaned and repacked in the delivery cartons and arranged for pickup according to the prior written approval. Studio lessees are not allowed to store food in the kitchen. They may use the kitchen and place food in there for daily use if the kitchen is available.

Food is allowed in the artist studio but it must be disposed of in the dumpster the same day. Any food being stored must be placed in sealed containers. No food shall remain in the studio overnight to assure that there are no pests. If pests become an issue the CRA may prohibit all food in studios.

## **LAWS AND REGULATIONS**

The applicant shall comply with all local, state and federal laws that may govern the event. Chapter 98 of the City Code of Ordinances (the Code) regulates public events that occur within the City and the circumstances for which a City public event permit is required.

## **LIMITED USE**

Use of The Arts Warehouse is limited to the specific event description approved. Any other use is prohibited. The event is limited to the space within The Arts Warehouse that is approved and paid for. There may be more than one function, party or event taking place in The Arts Warehouse. Crowds congregating in common areas will be asked to disperse. Doors are not to be propped open in any room under any circumstances with the exception of loading and unloading purposes.

## **LITTERING AND TRASH DISPOSAL**

Littering is strictly prohibited. Paper, cans, bottles, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the grounds or other common areas of the facility. All trash shall be placed in plastic bags. All garbage, refuse and/or waste matter shall be removed from studios to such location and in such manner as The Arts Warehouse onsite staff shall direct. In no event shall organic garbage or refuse, such as food, food cartons, etc. be allowed to remain in a studio overnight. All non-organic trash inside studios shall be removed weekly. No person shall sweep or throw anything out of any window or door or into any public hall or stairway. All Studio Lessees shall provide their own trash receptacles. The Arts Warehouse does have a dumpster for use. Hazardous materials shall be disposed of according to The Art Warehouse staff.

## **LOADING**

Loading may take place through the loading area located near the parking lot or the back of the building through the overhead doors. The front door may not be used for loading or deliveries for events unless written approval is granted by The Arts Warehouse Staff. Vehicle parking will not be allowed in the loading area. Parking for service vehicles requires the prior written approval of The Arts Warehouse.

## **MAINTENANCE OF THE COMMON AREA**

Improvements and maintenance of the common area shall be done only by The Arts Warehouse onsite staff or the CRA.

## **MISREPRESENTATIONS**

The Arts Warehouse reserves the right to withhold the return of all or a portion of the rental fee and/or close an event if it determines that the applicant has misrepresented information on this application or any application-related documents. Examples of such misrepresentations include, but are not limited to: failure to disclose the true nature of the event; failure to disclose the level of utility usage; exceeding the reported number of guests; failure to report the sale or service of alcohol.

## **NOISE AND NON-DISTURBANCE**

No person shall make or permit any loud noise or disturbance of any kind within The Arts Warehouse, produce objectionable odors, or interfere with the rights, comforts, or convenience of other artists. At no time are musical instruments, radios, phonographs or televisions to be so loud as to become a nuisance to other tenants and guests of The Arts Warehouse.

## **OUTSIDE ACTIVITIES**

There shall be no use of the areas outside the buildings without the prior written approval of The Arts Warehouse/CRA. Fires and any lighted materials, such as candles, torches, etc., are strictly prohibited. Artists and their guests shall comply with all local, state and federal regulations regarding fire safety. The sidewalks, parking areas, drives, roadways, entries, corridors, and fire escapes shall not be obstructed or encumbered, and shall not be used for any other purposes than ingress and egress.

## **PARKING**

Parking is permitted in designated parking areas only. Events are subject to interruption to remove vehicles from fire lanes or other spaces that are not approved parking or cause a hazard, nuisance, landscape damage or obstruction. If an event requires more than the available parking, the party will be responsible to locate additional offsite parking.

## **PASSKEY**

The Arts Warehouse will retain a passkey to each studio. No artist shall alter any lock or install a new lock on any door leading into a studio without the prior written approval of The Arts Warehouse/CRA. If such consent is given, the Artist must immediately provide The Arts Warehouse onsite staff with a key.

## **PERMITS**

The applicant is responsible for obtaining all licenses and permits required for the event, including any special event permits required by the City and any alcohol licenses. A copy of the permit must be provided to The Arts Warehouse no later than 1 week prior to the event. If permits are not received events may be cancelled or altered to adhere to policy.

## **PERSONAL PROPERTY**

The CRA and its agents and staff will not be liable for any property of the applicant or the applicant's event sponsors, vendors or guests if such property is damaged, misplaced, or stolen.

## **PETS**

No pets are allowed in The Arts Warehouse, except service animals.

## PLUMBING

The Arts Warehouse provides sinks in most studios and a shared mop sink in the facilities. Any damage resulting from misuse of such plumbing fixtures shall be the responsibility of the tenant in whose studio the damage occurs. Water shall not be left running in the sinks. Each artist shall report all plumbing defects to The Arts Warehouse onsite staff immediately, and shall be responsible for the costs to repair all damages resulting from his/her negligence.

## POLITICAL ACTIVITIES

Political fundraisers and distribution of candidate or other political literature is prohibited.

## PROGRAMMING FOR PUBLIC EVENTS

Educational programming for concerts and other events open to the general public is limited to the following areas, in accordance with the Delray Beach Cultural Arts Master Plan: music; film; theater; dance; public art; and, arts education.

## RECURRING EVENTS

The Arts Warehouse may be rented for recurring events, such as art class special events, meetings etc., subject to prior written approval of The CRA. Fees for such rentals are included in **The Arts Warehouse fee schedule**. Recurring events may be moved without notice to another meeting space at The Arts Warehouse, at the discretion of The Arts Warehouse onsite manager.

## SMOKING

In compliance with the Florida Clean Indoor Act, Sec. 386.201, Florida Statutes, the City does not permit smoking within City or CRA-owned and operated buildings. SMOKING IS PROHIBITED in The Arts Warehouse and its adjacent facilities, including the courtyard and all parking areas.

## SUPERVISION

All children under the age of 18 must be supervised by an adult during the time in which they are at The Arts Warehouse. The applicant shall be responsible for ensuring that the applicant's vendors and guests comply with the rules and regulations governing use of The Arts Warehouse. Any vendor or guest determined to be non-compliant is subject to removal from the event.

## STUDIO USAGE

1. Painting of doors is not permitted. Each studio door will be solid wood with an adjacent window. The window must remain clear and free of anything. Clear glass enables the public to view an artist's work, thus encouraging interest and sales.
2. A community bulletin board shall post any/all information pertaining to individual Artists. Information concerning The Arts Warehouse will also be posted on this board.
3. Furniture, including, but not limited to tables, pedestals, chairs, shelves and vases shall not be placed in hallways, or in any communal space without the prior written approval of the Arts Warehouse.
4. No floor cloths or mats will be permitted in any hallways or common areas.
5. All music devices must be kept at a low volume.
6. The spraying of any volatile substances is prohibited indoors. An outdoor space is provided outside at the back of the building. The artist is responsible for the proper care and disposal of any and all materials, including but not limited to hazardous materials. Without in any way limiting the

generality of the foregoing: (i) spray paint, fixatives and lacquers are not allowed in enclosed spaces, and if used, must be used outdoors and in locations which will not affect the person or property of others; (ii) odorless turpentine A/K/A Turpenoid is required; (iii) painting rags shall not pile up; and (iv) proper safety precautions shall be followed with any hazardous materials.

7. Alcohol is prohibited, with the exception of events sponsored by The Arts Warehouse and the CRA.
8. Any and all plans for renovations and alterations to studio spaces require the prior written approval of the Arts Warehouse. Any work done without proper approval will be subject to immediate removal at the Artist's expense.
9. Each Artist will receive a keycard to the building and key to their studios. An alarm code will also be provided. If keys need to be replaced, a \$50.00 fee will be charged for each. Living in any studio or any portion of the Arts Warehouse is prohibited.
10. Cooking in studios is prohibited.
11. No shipping crates or other debris shall be placed in hallways.
12. No janitorial services are provided by the Arts Warehouse inside artists' studios.
13. The CRA is not responsible for artwork, possessions or materials inside artists' studios. **Renters insurance is recommended.**
14. All studios will be painted white. Artists may paint the interior of their studios, but it must be repainted white prior to expiration of the artist's lease.

Artists shall not use the leased premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

#### **STUDIO MATERIAL SAFETY DATA SHEET (MSDS)/EQUIPMENT**

1. Each Artist is required to supply the Arts Warehouse/CRA with a complete list of materials/products being used in the studio i.e paint, cleaners, ink, glue, etc. Products such as paper, rubber bands painting easel etc. are not required. In order to be compliant with safety laws we must maintain MSDS sheets on all materials. (see attachment for MSDS list)
2. Materials/products sheets are due to the Arts Warehouse one (1) week prior to moving into space.
3. If a new product is being used please inform Arts Warehouse onsite staff immediately..
4. Some products may not be approved for use in the building.
5. Each Artist must provide the Arts Warehouse/CRA with a list of equipment being used in their studio. No kilns of any kind or open flames/torches allowed. No need to include chairs, trash cans etc. (see attachment for Equipment list) as part of the equipment list.

## STUDIO POLICIES AND PROCEDURES

The Studios are for the exclusive use of Arts Warehouse Lessee.

### STUDIO USERS/GUESTS

- **Visitors/children are not permitted in studios and cannot use the studio equipment without the consent and presence of Lessee.** Children 17 and under who are registered for classes may be in the studio but only during class time and with their instructor/Lessee.
- If a studio Lessee/instructor needs special assistance, please contact Arts Warehouse manager.
- Children registered for classes must wait in the lobby until the instructor comes to take them to their class.

### STUDIO AND STUDENT EQUIPMENT/SUPPLIES

1. Only approved supplies will be allowed at the Arts Warehouse. **No unapproved materials, tools or techniques are allowed.**
2. Lessee/Students furnish their own tools, furniture, materials etc. Brooms and Mops are available for your use. Arts Warehouse studio items are available for your use in designated areas in limited quantities. These items may not be removed from their designated studio. Any reference materials obtained by the Arts Warehouse are available to use in the studio and must be returned. Please ask staff to assist you in viewing materials.
3. The Arts Warehouse does not have supplies available for purchase. Teachers/Lessee will provide a list of supplies needed for the class instruction and will provide their own materials/equipment for use in their own studio space. The Arts Warehouse does have some common use equipment, studio and spaces available for use when available.
4. Only commercial products labeled "non-toxic" can be used in the studio. ( i.e. NO turpentine allow but turpenoid is approved). Any Arts Warehouse Instructor/Lessee wishing to use an unapproved product needs to check with Arts Warehouse manager to see if approval is available. \* **Equipment/Materials/Chemical List below please know that this is a living document and we will be adding and removing items as needed**

### STUDIO MAINTENANCE, SAFETY AND STORAGE

1. Each Instructor/Student/Lessee is responsible for cleaning work areas, equipment, counters/tables, sinks, containers etc. after use and putting supplies back in the proper place. The Arts Warehouse does not provide cleaning or cleaning supplies for studios. Common space studios must be cleaned after use. Brooms, mops and dumpsters are provided. Limited cleaning chemicals may be available please ask staff.
2. Make sure tables, equipment, floor etc. do not have residue on them. It may contaminate another person's work if they don't see it right away. Please leave the studio in the same condition that you found it in.
3. Do not leave any debris or items in the sinks.
4. **Dispose of materials properly. Do not pour everything into the sink. \* See proper disposal below.**
5. All work must be taken with student/Lessee after each use in common areas. We do not provide storage for work or supplies. Any work/supplies left in the common areas may be discarded.
6. Make sure all lights/equipment are turned off/shut down and unplugged as needed.

7. If you need to spray your artwork with a finisher it must be done outside in the back of the building. **Do NOT spray work outside the front entrance.**
8. Shoes must be worn in the Arts Center at all times, closed toe shoes are highly recommended.
9. Smoking of any kind is prohibited. (Including e-cigarettes)
10. Alcohol of any kind is prohibited with the exception of approved events of the Arts Warehouse by the CRA.
11. Food is allowed in the building. Do not leave food in the studios and please dispose of it properly. Lessee may use the Arts Warehouse kitchen when not in use. There is no storage available to students/Lessees in the kitchen/Fridge. The kitchen will be cleaned out weekly any unapproved items will be discarded.

## FIRE REGULATIONS

All activities must comply with all applicable state, county, and city fire safety laws, codes, regulations, and rules. The Delray Beach Fire Marshall may visit your studio randomly to conduct fire safety inspections.

## LEGAL

The Arts Warehouse prohibits all illegal activities anywhere on the premises. The Arts Warehouse/Delray Beach CRA is not responsible for lost or stolen items from the studio or other storage areas and **encourage A.i.R.s' to purchase renters insurance.**

## OPERATING HOURS

1. The Common Studios are open for use whenever the Arts Warehouse is open, except during prescheduled events and special studio clean up. **Do not interrupt or disturb those in studios when in use.**
2. Lessees may use common studio spaces individually when not in use by scheduled events and have access to them during typical business hours.
3. A calendar with closed times available in the main office and front desk reception.
4. The calendar is subject to change often; please check regularly.
5. Office Hours of Operation: Monday – Friday 8am – 5pm and Saturday 10am-3pm. Lessees will have 24/7 access to their studios and common spaces not in use with the exception of Delray Beach CRA observed holidays. New Year's Day 1/1, MLK day 1/3<sup>rd</sup> Monday, Presidents Day 2/3<sup>rd</sup> Monday, Memorial Day 5/last Monday, Independence Day 7/4, Labor Day 9/1<sup>st</sup> Monday, Veterans Day 11/11, Thanksgiving 11/4<sup>th</sup> Thursday, Thanksgiving Friday 11/Friday after Thanksgiving, Christmas Eve 12/24 and Christmas Day 12/25
6. Inclement Weather Policy: In the event of inclement weather, the Arts Warehouse will make a decision regarding closure and will update Lessees and our website to reflect the status of our hours of operation. Only Arts Warehouse staff and artists are permitted on the premises of the Arts Warehouse if it is closed due to inclement weather. Artists are urged to exercise caution when visiting their studios. All performances, events, and classes are cancelled when the Arts Warehouse is closed. If you have any questions regarding inclement weather, please feel free to contact us via phone or email.

## GALLERY SUBMISSIONS

Artists in Residence may submit artwork to Arts Warehouse for sale. Work can be submitted to the front office and is subject to approval. The Artist will receive a 60% commission on any work sold in the exhibition spaces. Any unsold items will be returned to the artist at the end of exhibit.

## IMPORTANT CONTACT INFORMATION

1. Arts Warehouse main telephone number is...
2. In case of emergency after hours, please contact the appropriate staff member as designated on After--hour Contact List (posted in facility).
3. Private security company:

## SHIPPING TO ARTS WAREHOUSE

To have mail sent to you via USPS or other Carrier: no heavy boxes, crates, or cartons through U.S. Post Office.

[Your Name]  
c/o Artist in Residence  
Arts Warehouse  
313 NE 3rd Street  
Delray Beach, Florida 33444 USA

## CONDUCT/REASONS FOR TERMINATIONS

Arts Warehouse seeks to create an environment which is a supportive community and encourages individual artistic exploration. Everyone involved in our Programs, including guests, must contribute to a respectful and harmonious atmosphere. We reserve the right to terminate the A.i.R. lease of any individual who we believe, in our exclusive opinion, threatens the positive experience for themselves or others.

Cause for termination can include but is not limited to a lack of participation, extended absences, disrespect for shop rules/guidelines or a lack of general involvement in the program. After two reported and documented incidents, the A.i.R. will be asked to leave.

A.i.R. may cancel their participation in the program at any time; we prefer to be given two weeks' notice prior to departure in order to open the A.i.R. slot for another artist and to schedule an exit meeting. Please notify the facility manager as soon as possible if some unforeseen circumstance should arise.

## KITCHEN/Common Space Work Areas

Please remember that the kitchen/common workspaces are a shared community space and the clean-up and up-keep of the space is the responsibility of all artists. Any food items left in this area should be labeled, and removed by end of each day. **Items left for more than 24 hours may be removed at the manager's discretion.** Please **DO NOT** remove any provided equipment, dishes or utensils from the main area. Member Artists are encouraged to keep personal supplies in their assigned spaces whenever possible.

## EMERGENCY

In case of health, fire or other emergent situations, please call 911. In case of a fire or sounding of alarm, evacuate building immediately through the nearest exit. Please make note of all exits during the facility tour.

## SECURITY

Maintaining safety in and around the Arts Warehouse is a top priority. The Arts Warehouse does not provide security. Please do not give your alarm code/building keys to anyone. In the event of an emergency, please call 911. The CRA shall not be liable to the Artist, the Artist's family, guests, patrons, or visitors for any criminal acts which occur at the Arts Warehouse.

## BIKES

The Arts Warehouse has limited storage for bikes in the front and side of facility. Each Studio is also equipped with a bike hook. Artist may bring in one bike to be placed only in their studio. You must enter from the back of the building when bringing in bikes. Do not place bikes in any other space, hall, or other open space area of the Arts Warehouse.

## GIVING BACK TO THE ARTS WAREHOUSE

- The Arts Warehouse is an organization that provides artistic programming/events throughout the year.
- The CRA encourages volunteerism at the Arts Warehouse and in the local community. Artists in Residence can volunteer to assist in a variety of activities which will be posted periodically and discussed at artist meetings.
- As an organization, the CRA's Arts Warehouse must rely heavily upon artwork sales and monetary donations to sustain programs. If you believe you can assist in those expenses, please feel free to contact a staff member.
- Artist in Residence are required to donate one artwork per year throughout their lease to be sold via a special event at the Arts Warehouse to support programming. Artist will be given appropriate credit for artwork.

## STUDIO ETTIQUITE FOR STUDENTS/LESSEE

These are required guidelines that all Artists, students, guests, and participants shall follow in order to maintain a pleasant studio situation and overall facility.

1. Never use items marked for anything else. Do not use utensils or dishes which are used for food for any art related activity.
2. There is no storage area in the common studios for personal items.
3. Equipment should be used properly and taken care of properly. If you don't know how to use a piece of equipment, ask for assistance.
4. No work should ever be touched unless it is yours.
5. So as not to disturb other artists, cell phones must be turned off or set to vibrate when brought into the studios. If you receive a phone call go out into the hallway or outside to talk. If you want to listen to music it must be done using headphones in common spaces. In Lessees studio please be mindful of others.
6. Please do not yell across the studios or have extremely loud conversations with others in the studio.
7. Do not provide unsolicited instruction, advice, tips/tricks to other artists. While you may be very experienced, some students do not want to be disturbed or may find it rude that you are providing unsolicited advice. Also, some students working may be very beginners and offering advice outside of what the instructor provided them may be overwhelming, discouraging or be the opposite of a technique that a student is supposed to learn. On the flip side, if asked for advice, instruction, tips/tricks do not feel obligated to stop your work and use your time for this. Just explain that your

time is limited and that you would recommend asking their instructor or perhaps, if you are willing, they could speak to you at a later time that they arrange with you.

8. Please do not gossip or speak badly about people, staff, Arts Warehouse, Delray Beach CRA etc. This can make a toxic environment; one which we do not support. If there are concerns/issues please bring them to the Arts Warehouse Manager.
9. Respect everyone and all the contents in the studios and the Arts Warehouse. This very communal space provides an atmosphere that lends itself to sharing, supporting, learning, advancing and exploration. We hope you enjoy your time!

## MATERIALS SAFETY

### PAINTING/DRAWING

Painting and drawing materials consist of pigments mixed with various vehicles such as water, oil, wax, egg yolk, casein, resins and solvent solutions. The primary hazard in standard painting techniques is the accidental ingestion of pigments due to eating, drinking or smoking while working with paints. Ingestion may occur through inadvertent hand-to-mouth contact or by pointing the tip of the brush with the lips.

### PIGMENTS

Pigments are used as colorants in painting and drawing. Many pigments are inorganic and come from common minerals. Pigments may also be organically manufactured in a laboratory.

Hazards Associated with Pigments. Methods such as spraying, heating or sanding may cause a potential for inhalation of toxic pigments. Lead and other toxic metal-containing pigments are common in painting and drawing products. Lead pigments can cause anemia, gastrointestinal problems, peripheral nerve damage and brain damage in children, and kidney damage or reproductive system damage. Other inorganic pigments may be hazardous including pigments based on cobalt, cadmium and manganese. Some of the inorganic pigments, in particular cadmium pigments, chrome yellow and zinc yellow are known or suspect human carcinogens and may cause lung cancer. Chromate-containing pigments such as chrome yellow or zinc yellow and cobalt can cause skin irritation.

### SAFETY PRECAUTIONS WHEN WORKING WITH PIGMENTS

The following safety precautions shall be followed when working with pigments:

1. Obtain a material safety data sheet (MSDS) on your paints to find out what pigments you are using. This is especially important because the name that appears on the tube of color may or may not truly represent the pigments present. Manufacturers may keep the name of a color while reformulating the ingredients. **Lead-containing or carcinogenic pigments are NOT allowed at the Arts Warehouse. Use the non-toxic pigments only;**
2. Use tube paints and commercially available inks when possible. Avoid mixing dry pigments;
3. If dry pigments are mixed, do so at home before coming to Arts Warehouse; you may NOT mix dry pigments at the Center
4. Wet mop and wipe all surfaces when using dry pigments;
5. Never use lips to point the end of the paintbrush;
6. Avoid using dishes, containers or utensils from the kitchen to mix or store paints and pigments.

## WATER-BASED PAINTS

Water-based paints include watercolor, acrylic, gouache, tempera and casein. Water is used for thinning and cleanup.

## HAZARDS ASSOCIATED WITH WATER-BASED PAINTS

Acrylic paints contain a small amount of ammonia. Some sensitive people may experience eye, nose and throat irritation from the ammonia. Acrylics and some gouaches contain a very small amount of formaldehyde as a preservative. People already sensitized to formaldehyde may experience allergic reactions from the trace amount of formaldehyde found in acrylics. Casein paints use the protein casein as a binder. While soluble forms are available, casein can be dissolved in ammonium hydroxide which is moderately irritating through skin contact and highly irritating through eye contact, ingestion and inhalation.

## SAFETY PRECAUTIONS WHEN WORKING WITH WATER-BASED PAINTS

The following safety precautions shall be followed when working with water-based paints:

1. The following products are NOT allowed at ARTS WAREHOUSE sodium fluoride, phenol or mercury compounds preservatives for paints;
2. Use a window exhaust fan or open a window while using acrylic paints;
3. Use a window exhaust fan to provide ventilation while mixing casein paints using ammonium hydroxide; NOT allowed at Arts Warehouse
4. Never use lips to point the end of the paintbrush;
5. Wear gloves, goggles and protective apron when handling ammonia
6. Any mixing of the above materials must be done at home and NOT at Arts Warehouse.

## NON-WATER BASED PAINTS

Oil paints, encaustic and egg tempera use linseed oil, wax and egg respectively as vehicles, although solvents are often used as a thinner and for cleanup. Turpentine and mineral spirits (paint thinner) are used in oil painting mediums, for thinning or for cleaning brushes. Alkyd paints use solvents as their vehicle. In addition, many commercial paints used by artists also contain solvents. **Arts Warehouse allows Turpenoid only.**

## HAZARDS ASSOCIATED WITH NON WATER-BASED PAINTS

**(FYI we only allow Turpenoid in our facility)**

Solvents can cause defatting of the skin and dermatitis from prolonged or repeated exposure. Acute inhalation of high concentrations of mineral spirits, turpentine vapors, and other solvents can cause narcosis, which can include symptoms of dizziness, headaches drowsiness, nausea, fatigue, loss of coordination, coma and respiratory irritation. Chronic inhalation of large amounts of solvents could result in decreased coordination, behavioral changes and brain damage. Chronic inhalation of turpentine can cause kidney damage and respiratory irritation or allergies. Ingestion of either turpentine or mineral spirits can be fatal.

In the case of mineral spirits, this is usually due to chemical pneumonia caused by aspiration (breathing in) of the mineral spirits into the lungs after vomiting. Turpentine can also cause skin allergies and be absorbed through the skin. Epoxy paints consist of an epoxy resin component containing the pigment and a hardener component. The epoxy resin may contain diglycidyl ethers which are irritants that may cause bone marrow damage and are suspect carcinogens. Epoxy hardeners may cause skin and respiratory allergies and irritation. Mineral Spirits, Epoxy, turpentine, etc. are **NOT allowed in Arts Warehouse.**

## SAFETY PRECAUTIONS WHEN WORKING WITH NON WATER-BASED PAINTS

The following safety precautions shall be followed when working with non-water-based paints:

1. Replace turpentine or ordinary mineral spirits with the less toxic odorless mineral spirits;  
**TURPENOID is the only APPROVED product**
2. Never use lips to point the end of the paintbrush;
3. During pregnancy and nursing, switch to water-based paints to avoid exposure to solvents.

## DRY DRAWING MEDIA

This includes dust-creating media such as charcoal and pastels which are often fixed with aerosol spray fixatives and media such as crayons and oil pastels which do not create dust.

## HAZARDS ASSOCIATED WITH DRY DRAWING MEDIA

Charcoal is considered a nuisance dust. Inhalation of large amounts of charcoal dust can create chronic lung problems through a mechanical irritation and clogging effect. A major source of charcoal inhalation is from the habit of blowing excess charcoal dust off the drawing. Colored chalks are also considered nuisance dusts. Some chalks are dustier than others. Individuals who have asthma sometimes have problems with dusty chalks. Pastel sticks and pencils consist of pigments bound into solid form by a resin. Inhalation of pastel dusts is the major hazard. Blowing excess pastel dust off the drawing is one major source of inhalation of pastel pigments. Some pastels are dustier than others. Pastels may contain toxic pigments such as chrome yellow (lead chromate), which can cause lung cancer, and cadmium pigments which can cause kidney and lung damage and are suspect human carcinogens. Both permanent and workable spray fixatives used to fix drawings contain toxic solvents. There is high exposure through inhalation to these solvents because the products are sprayed in the air. **All spraying must be done outside and not near the front entrance.**

## SAFETY PRECAUTIONS WHEN WORKING WITH DRY DRAWING MEDIA

The following safety precautions shall be followed when working with dry drawing media:

1. Use the least dusty types of pastels, chalks, and pencils. Switch to oil pastels or similar non-dusty media when possible.
2. Spray fixatives shall be used outside the building and not at the front entrance. Spray fixatives may be applied outdoors; a NIOSH-approved respirator equipped with organic vapor cartridges and dust/mists filter for protection against inhalation of solvent vapors and particulates is recommended but not required;
3. Do not blow off excess pastel or charcoal dust with your mouth. Instead, tap off the built up dust so it falls to the floor;
4. Wet-mop and wet-wipe all surfaces clean of dusts; and
5. A NIOSH-approved disposable toxic dust respirator can be worn for protection from inhalation of dusts if you like.

## SAFETY PRECAUTIONS WHEN WORKING WITH CERAMICS

The Arts Warehouse does not allow the following at this time (We did include safety topics for your use:

- No Kilns available for use or are allowed to be put in Studios
- No glaze or pottery mixing allowed

The specific hazards and precautions can be divided into [the following areas]:

1. Working with Clay
2. Plaster and Plaster Molds

3. Glazing and Coloring
4. Firing in a Kiln
5. Potential Leaching of Finished Ware

## CLAY

Clays are minerals composed of hydrated aluminum silicates, often containing large amounts of crystalline silica. Other impurities may include organic matter or sulfur compounds. Sometimes, grog (ground firebrick), sand, talc, vermiculite, perlite, and small amounts of minerals such as barium carbonate and metal oxides, are added to modify clay properties. Clays can be worked by hand or on the potter's wheel, or cast in a clay slurry into molds.

Clay is made by mixing dry clay with water in clay mixer. Clay slip is made by adding talcs which themselves can be contaminated with fibrous asbestos or asbestos-like materials. Geographical sources of talcs are relevant, for example, New York State talcs are notoriously asbestos-contaminated, while Vermont talcs are not. Pfizer has some fiber-free talcs.

## HAZARDS ASSOCIATED WITH CLAY

1. There have been known cases of silicosis, or "potter's rot, from chronic inhalation of large amounts of free silica during clay mixing. Symptoms of silicosis include: shortness of breath, dry cough, emphysema, and high susceptibility to lung infections such as tuberculosis. The disease may take years to develop. Silica dust exposure is not hazardous by skin contact or ingestion.
2. Chronic inhalation of kaolin is moderately hazardous, and can result in kaolinosis, a disease in which the lungs become mechanically clogged.
3. Asbestos is extremely toxic by inhalation and possibly by ingestion. Asbestos inhalation may cause asbestosis, lung cancer, mesothelioma, stomach cancer, and intestinal cancer.
4. Sand, perlite, grog, and vermiculite contain free silica and are, therefore, highly toxic by inhalation. Vermiculite is also frequently contaminated with asbestos.
5. There is a danger of accidents if clay or water can be added while the mixer is in operation.
6. Bags of clay and glaze materials can be very heavy, and lifting can cause back problems.
7. Hypersensitivity pneumonia, asthma, or other respiratory problems may occur with exposure to molds growing in wet clay that is being soured or aged in a damp place, in slips that stand for months, or with inhalation of dry aged clay. Molds can cause or exacerbate skin problems and change the workability of clay.
8. Throwing on a potter's wheel for long periods of time can result in carpal tunnel syndrome because of the awkward position of the wrists. Pain, numbness and/or pins and needles in the thumb and first three fingers, are common symptoms. Back problems can occur from bending over the potter's wheel for long periods of time.
9. Hand contact with wet clay can result in abrasion and dryness of fingertips and hands. Moving parts of kickwheels can cause cuts and abrasions.
10. Clay scraps on the floor; bench and other surfaces can dry and pulverize, producing an inhalation hazard due to the presence of free silica. Similarly, reconditioning clay by pulverization and sanding finished green ware can create very high concentrations of hazardous silica dust.

## SAFETY PRECAUTIONS WHEN WORKING WITH CLAY

1. Use premixed clay to avoid exposure to large quantities of clay dust.

2. Clay storage and mixing (**NOT ALLOWED at the Arts Warehouse**) should take place in a separate room. Bags of clay (and other pottery materials) should be stacked on palettes or grids off the floor for easier clean-up.
3. All clay mixers should be equipped with local exhaust ventilation to remove fine silica dust particles from the air (**Clay Mixing or mixing equipment is NOT ALLOWED at the Arts Warehouse**). Clay mixers should be equipped with proper machine guards so that they cannot be opened to add clay or water while the mixer blades are turning.
4. Wear separate work clothes while in the studio. Choose clothes of material and design that don't trap dust. Wash these clothes weekly and separately from other laundry.
5. Avoid contact of clay with broken skin. Use a skin moisturizer.
6. To prevent back problems, always lift with knees bent. Also, use a standup wheel (Cranbrook style treadle wheel), or elevate electric wheels to a height that doesn't require bending over. Exercise and massage may relieve minor muscular pain.
7. Keep wrists in unflexed position as much as possible to prevent carpal tunnel syndrome. Take frequent work breaks.
8. Be careful of the moving parts on kickwheels.
9. Recondition clay by cutting still-wet clay into small pieces, letting them air-dry, and soak in water.
10. Finish green ware while still wet or damp with a fine sponge instead of sanding when dry. Do not sand greenware containing fibrous talc. (**Any Sanding of Clay must be done outside and not at the front entrance at the Arts Warehouse**)
11. Wet mop floors and work surfaces daily to minimize dust levels and prevent dry scraps from becoming pulverized.

## PLASTER AND PLASTER MOLDS

Plaster can be carved, modeled, and casted. Varieties of plaster include: Plaster of Paris, casting plaster, white art plaster, molding plaster, and Hydrocal. These are all varieties of calcined gypsum, composed of calcium sulfate. Mold releases used with plaster include vaseline, tincture of green soap, auto paste wax-benzene, silicone-grease- benzine, and mineral oil-petroleum jelly. In waste molding, the plaster mold is chipped away.

## HAZARDS ASSOCIATED WITH PLASTER

1. Plaster dust (calcium sulfate) is slightly irritating to the eyes and respiratory system. In situations where there is heavy inhalation of the dust, more severe respiratory problems can result.
2. Potassium sulfate and potassium alum are slightly toxic by ingestion; potassium alum is slightly toxic by skin contact, and can cause mild irritation or allergies in some people.
3. Borax is moderately toxic by ingestion, by inhalation, and by absorption through burns or other skin injuries. It is also slightly toxic by skin contact, causing alkali burns.
4. Concentrated acetic acid is highly corrosive by ingestion, inhalation, and skin contact.
5. Burnt lime (calcium oxide) is moderately corrosive by skin contact (especially if the skin is wet), and highly toxic by inhalation or ingestion.
6. Careless use and storage of sharp tools can cause accidents. Chipping set plaster can result in eye injuries from flying chips.
7. Benzene used with many mold releases is moderately toxic by skin contact and inhalation, and is highly toxic by ingestion. It is also flammable.
8. Making plaster casts of hands, legs, and other body parts can be very hazardous due to the heat released during the setting process.

## PRECAUTIONS WHEN WORKING WITH PLASTER

1. Wear gloves and goggles when mixing acetic acid and burnt lime.
2. Always carve or cut in a direction away from you, and keep hands behind the tool. If the tool falls, don't try to catch it.
3. Wear safety goggles when chipping plaster.
4. Wear gloves and goggles when pouring benzene. Store in safety containers and do not use near open flames.
5. Do not use plaster for body part casts. Instead, use a plaster-impregnated bandage (such as Johnson and Johnson's Pariscraft), along with vaseline or similar mold release as protection.

**Mixing Plaster must be done outside and not in the front entrance of the Arts Warehouse**

## GLAZES

Glazes used to color or finish clay pieces are a mixture of silica, fluxes and colorants. Common fluxes include lead, barium, lithium, calcium and sodium, and are used to lower the melting point of silica. The actual colorants, which are an assortment of metal oxides usually account for less than 5% of the glaze by weight.

Originally, soluble raw lead compounds including red lead, white lead, galena, and litharge were used as fluxes in low-fire glazes. In fact, over 400 cases of lead poisoning were reported in British potters in 1897. Lead frits and good housekeeping greatly lowered the number of potters that had been poisoned by these highly toxic lead compounds. Frits are made of melted minerals and metal compounds that are sintered and ground into powder form. While lead frits are sometimes assumed to be insoluble and nontoxic, leaching tests with acids have shown that many frits are as soluble as raw lead compounds and, in fact, there have been cases of lead poisoning from both inhalation or ingestion of these.

High fire porcelain and stoneware techniques eliminate the need for lead as a flux. Also, alkali earth or alkaline earth fluxes can be used for low-fire conditions instead of lead. Silica may also be removed from leadless type glazes. The substitution can be based on boric oxide as the glass-former, instead of silica. Alkali earth fluxes include sodium, potassium, and lithium oxides; alkaline earth fluxes include calcium, magnesium, barium, and strontium oxides. Minerals containing these fluxes include certain feldspars, nepheline syenite, petalite, bone and plant ashes, whiting, and dolomite.

An assortment of metal oxides or other metal compounds produce particular colors when fired. These are added in such small amounts to the glaze, that they aren't usually a great hazard. Luster or metallic glazes are fired in a reduction atmosphere. These glazes can contain mercury, arsenic, highly toxic solvents such as aromatic and chlorinated hydrocarbons, and oils such as lavender oil. The common metals are often resins of gold, platinum, silver, and copper. Some underglazes and overglazes use mineral spirits as the vehicle instead of water. Glaze components are weighed, sorted and mixed with water.

These materials are often in fine powdered form, and result in high dust exposures. Glazes can be dipped, brushed, poured, or sprayed on the ceramic piece.

## HAZARDS ASSOCIATED WITH GLAZES

1. Lead compounds are highly toxic by inhalation or ingestion. Symptoms of lead poisoning include: damage to the peripheral nervous system, brain, kidney, or gastrointestinal system, as well as anemia, chromosomal damage, birth defects and miscarriages.

2. Lead-glazed foodware can leach lead if not fired properly, or if the glaze composition is not correctly adjusted. For example, the addition of copper to lead frits renders a higher solubility of lead in the final fired ware. Acidic drinks and foods such as tomato juice, citric juices, sodas, tea, or coffee, can increase this hazard.
3. A glaze label marked "lead-safe" means that the finished ware, if fired properly, will not release lead into food or drink. The actual glaze is still hazardous to handle and fire and may contain lead. Adequate control over firing conditions is very difficult in the craft studio.
4. Other fluxes such as barium and lithium are also highly toxic by inhalation, but less so than lead.
5. Certain colorant compounds of particular metals are known or probable human carcinogens, including: arsenic, beryllium, cadmium, chromium (VI), nickel, and uranium.
6. Antimony, barium, cobalt, lead, lithium, manganese, and vanadium colorant compounds are highly toxic by inhalation.
7. Antimony, arsenic, chromium, vanadium, and nickel compounds are moderately toxic by skin contact.
8. Free silica occur in many of the clays, plant ash, flint, quartz feldspars, talcs, etc. used in glazes. See the discussion above for the hazards of silica and the disease silicosis. Weighing and mixing glazes can result in the inhalation of these toxic materials.
9. Soda ash, potassium carbonate, alkaline feldspars, and fluorspar used in glazes are skin irritants.
10. Spray application of glazes is very hazardous because of the potential inhalation of glaze mists.
11. Dipping, pouring, and brushing certain glazes may cause skin irritation and accidental ingestion due to careless personal hygiene habits.
12. Glazes containing solvents are both flammable and hazardous.

#### PRECAUTIONS WHEN WORKING WITH GLAZES

1. Use lead-free glazes. If the glaze does not state "lead-free" or "leadless" on the label, assume it contains lead until proven otherwise.
2. Lead glazes should only be used on non-foodware items. Design lead-glazed pieces so that they won't be used for food or drink. Lead-glazed pottery should be labeled as lead-containing.
3. If possible, don't use colorants that are known human carcinogens and avoid probable human carcinogens. There is no known safe level of exposure to carcinogens.
4. Consider wearing a respiratory when weighing and mixing powdered. Wet glazes are not an inhalation hazard. Good housekeeping procedures and cleanup of spills reduce the risk of inhalation or ingestion of toxic dusts. Wet mop spilled powders.
5. Gloves should be worn while handling wet or dry glazes.
6. Good dilution ventilation or local exhaust ventilation should be available when applying solvent-containing glazes.
7. Basic personal hygiene rules should be followed including restricting eating, drinking, or smoking in the studio, and wearing personal protective equipment such as gloves, and separate work clothes or coveralls. Wash hands after work. Leftover glazes and glaze scrapings can be homogenized, combined, tested, and used as a glaze.

**No Mixing of Glazes or Disposing of large amounts of glaze/clay in the sinks is all at the Arts Warehouse**

## KILNS

**NO Kilns are available for use or allowed to be installed for use at the Arts Warehouse at this time.**

Electric kilns and fuel-fired kilns are used to heat the pottery to the desired firing temperature. The most common type are the electric kilns. Heating elements heat the kiln as electric current passes through the coils. The temperature rises until the kiln is shut off.

Fuel-fired kilns are heated by burning gas (natural or propane), oil, wood, coke, charcoal or other materials. Propane gas or natural gas is used most often. These kilns can be either located indoors or outdoors. The fuels produce carbon monoxide and other combustion gases. Fuel-fired kilns are usually vented from the top through a chimney.

Firing temperatures can vary from as low as 1,382°F for raku and bisque wares, to as high as 2,372 °F for stoneware, and 2,642 °F for certain porcelains.

The early stages of bisque firing involve the oxidization of organic clay matter to carbon monoxide and other combustion gases. Sulfur breaks down later producing highly irritating sulfur oxides. Also, nitrates and nitrogen-containing organic matter break down to nitrogen oxides.

Galena, cornish stone, crude feldspars, low grade fire clays, fluorspar, gypsum, lepidolite and cryolite can release toxic gases and fumes during glaze firings. Carbonates, chlorides, and fluorides are broken down to releasing carbon dioxide, chlorine, and fluorine gases.

At or above stoneware firing temperature, lead, antimony, cadmium, selenium and precious metals vaporize and the metal fumes can either escape from the kiln, or settle inside the kiln or on ceramic ware in the kiln. Nitrogen oxides and ozone can be generated from oxygen and nitrogen in air.

### HAZARDS ASSOCIATED WITH KILNS

1. Chlorine, fluorine, sulfur dioxide, nitrogen dioxide, and ozone are highly toxic by inhalation. Bisque firings of high-sulfur clay have caused the production of great amounts of choking sulfur dioxide. Other large acute exposures to gases are not common. Inhalation of large amounts of these gases can result in severe acute or chronic lung problems. Long-term inhalation of low levels of these gases can cause chronic bronchitis and emphysema. Fluorine gas can also cause bone and teeth problems.
2. Many metal fumes generated at high temperatures are highly toxic by inhalation. Since lead vaporizes at a relatively low temperature, it is especially hazardous.
3. Carbon monoxide from fuel-fired kilns or the combustion of organic matter in clays is highly toxic by inhalation and can cause oxygen starvation. One symptom of carbon monoxide poisoning is an intense frontal headache, unrelievable by analgesics.
4. Hot kilns produce infrared radiation, which is hazardous to the eyes. There have been reports of cataracts, from years of looking inside the hot kilns.
5. Heat generated by the kiln can cause thermal burns. The Edward Orton Jr. Ceramic Foundation reported that when a kiln was operated at 2370 °F, the surface temperature was at and above 595 °F, and the temperature one foot away from the peephole was 156 °F.
6. Heat produced by even small electric kilns can cause fires in the presence of combustible materials or flammable liquids.

7. If an electric kiln fails to shut off, the heating elements melt which can cause fires. Gas kilns also generate a lot of heat, and room temperatures often exceed 100 °F.

### PRECAUTIONS WHEN WORKING WITH KILNS

1. Infrared goggles approved by the American National Standards Institute (ANSI) or hand-held welding shields should be worn when looking into the operating kiln. Shade number from 1.7 to 3.0 is recommended, but a darker shade may be required if spots appear in front of one's eyes after looking away from the kiln.
2. Do not use lead compounds at stoneware temperatures since the lead will vaporize.
3. Lumber, paper, solvents, or other combustible and flammable materials should not be stored in kiln areas.
4. Always check that the kiln has shut off.
5. If gas leaks are suspected (e.g. gas odor): shut off gas at the source; shut off power to the kiln room at the circuit breaker; and call the gas company. Test for leaks with nonfat, soapy water or use approved leak-detection solutions.

### SPECIAL PROCESSES

While most glaze firings refer to firing a glaze-coated pot in the kiln, special processes sometimes are used. Salt glazing and raku firing are two examples.

### SALT GLAZING

This process involves throwing wet salt (sodium chloride) into the heated kiln while the bisque ware is being fired. Wet salt at high temperatures decomposed to sodium and chlorine. The sodium reacts with the bisque ware to form a glaze. Large amounts of hydrogen chloride gas and possibly chlorine are also formed. Sodium carbonate (washing soda) can also be used. Carbon dioxide is generated instead of hydrogen chloride.

### HAZARDS

1. Hydrogen chloride gas is highly toxic by inhalation. Health effects are both similar and more irritating compared with most other kiln gases. Often, local environmental protection laws ban salt kilns.
2. Hydrogen chloride and water vapor form hydrochloric acid, which can corrode metal fittings in the area.

### PRECAUTIONS WHEN SALT GLAZING

1. Substitute safer sodium carbonate for sodium chloride.
2. Sodium chloride salt glazing should only be done outdoors. Kilns should be equipped with canopy hoods and chimney stacks that are tall enough to disperse the hydrogen chloride safely.
3. All gas piping and metal fixtures should be routinely checked for corrosion.

### RAKU FIRING

Raku involves first firing ware at a low temperature in a regular gas kiln, and then removing the still hot pieces and placing in them in sawdust, leaves or other organic materials for a reduction phase.

### HAZARDS WHEN RAKU FIRING

1. See above for the hazards and safety precautions used with gas kilns.

2. The reduction step produces large amounts of smoke and carbon monoxide.
3. Treated wood or other materials can yield an exposure to highly toxic preservatives or pesticides, such as arsenic and chromium compounds.

### PRECAUTIONS WHEN RAKU FIRING

1. Raku should only be done outdoors because of smoke. Be careful to not locate raku near air intakes or open windows of buildings.
2. Do not use materials that have been treated with preservatives or pesticides for the reduction phase.

### LEACHING OF FINISHED CERAMIC WARE

There is a real concern about lead leaching into food and drink from pottery fired with lead glazes. Both the U.S. Food and Drug Administration (FDA) and the Canadian Consumer and Corporate Affairs have regulated how much lead can leach from foodware into food and drink.

Acidic liquids are of particular concern. Similarly, continual microwave reheating, (e.g. a coffee mug at work) can yield greater leaching of lead glazes. Many cases of lead poisoning, and even some fatalities, have occurred from the leaching of lead from lead-glazed pottery.

While commercial ceramics companies routinely test their ware for lead leaching, craft potters do not have the same quality control as does the ceramics industry, and lead leaching is more of a problem.

According to United States regulation, ceramic ware that does not pass the lead leaching tests must have a permanent fired decal stating:

<b>Not For Food Use</b>
<b>May Poison Food. For Decorative Purposes Only</b>

**As mentioned earlier, you can also drill a hole in the pottery so it cannot be used for liquids or food.**

Preferably, do not use lead glazes, especially for food and drink vessels. Any foodware finished with lead glazes should be tested regularly by certified laboratories.

### OTHER LEACHABLE METALS

Other metals can leach into food and drink. Cadmium is the single metal besides lead presently regulated in the United States and Canada. However, other possible toxic metals in glazes can leach. Barium has been seen in some tests to leach in hazardous amounts from certain glaze formulations. If a barium glaze, or other glaze, changes color from contact with food, do not use the vessel for food. Try and use only glazes with calcium, magnesium, potassium, and sodium fluxes and minimize the amounts of toxic metal colorants. Routine testing for other metal leaching should be done. More research needs to be done in this area

### SCULPTURE/WOOD/METALS/PRINTING

**At this time The Arts Warehouse does not permit Open Flames. Some equipment may need approval before being able to be used in the Arts Warehouse. Please check with the Arts Warehouse Manager before bringing in equipment.**

## SCULPTING

Plaster, stone, lapidary, self-hardening clays and papier mache are commonly used to sculpt.

## PLASTERS

The medium used for sculpting at the Arts Warehouse may include Hydrocal plaster and casting plaster.

### HAZARDS ASSOCIATED WITH PLASTERS

Dust generated from mixing plasters may be irritating to the eyes and respiratory system. Silica sand and vermiculite added to plaster for texture are highly toxic by inhalation and shall be used in moderation. Plaster dust absorbs water rapidly from any moist surface it comes in contact with and can be very irritating to the skin, eyes or respiratory system. Carving of plaster may pose hazards to the eye from flying chips. When casting body parts in plaster, severe burns may result from the heat that is produced during the setting reaction. Careless use and storage of tools may also cause injuries.

### SAFETY PRECAUTIONS WHEN WORKING WITH PLASTERS

The following safety precautions shall be followed when working with plasters:

1. Mix all plaster under a ventilated hood offsite or outside;
2. Wear a NIOSH-approved filter face piece when mixing plasters;
3. Damp mop plaster dust so as to not generate dust;
4. Always carve or cut in a direction away from your body;
5. If a tool falls, do not attempt to catch it;
6. Wear NIOSH-approved safety goggles when chipping plaster;
7. Move all heavy objects using safe lifting techniques. Objects shall be lifted using the legs by bending at the knees and not at the waist; and
8. Do not cast body parts unless provisions have been made for heat dissipation. Provide a barrier between the skin and the casting material.

## STONES

Stone carving typically involves chipping, carving, grinding and polishing using hand and electric tools. Stones that may be used at LCAC include limestone and marble.

### HAZARDS ASSOCIATED WITH STONE CARVING

Sandstone, soapstone and slate are highly toxic by inhalation since they contain large amounts of free silica. Serpentine, soapstone and greenstone may contain asbestos. Carving of stone may pose eye hazards from flying chips.

### SAFETY PRECAUTIONS WHEN WORKING WITH STONES

The following safety precautions shall be followed when working with stones:

1. Stones that may contain asbestos are NOT allowed at the Arts Warehouse unless you are certain that the piece does not contain asbestos. Contact Environmental Health and Safety at 773-702-9999 to have stones sampled prior to use;
2. Select stones that have a lower content of free silica such as limestone;
3. Wear a NIOSH-approved respirators with High Efficiency Particulate Air (HEPA) filters when carving all stones;
4. When working on a stone that contains high concentrations silica, apply a fine water spray over the sculpture while carving to reduce the generation of dust;

5. Ensure that proper housekeeping occurs to keep dust levels in the air to a minimum. Do not dry sweep; wet mop only
6. Wear NIOSH-approved safety goggles when chipping stone;
7. Wear a full-length smock or coveralls while working in the studio. Smocks or coveralls shall be left in the studio and washed frequently. Dust on clothes can be brought home and pose a health risk to family members;
8. When using hand carving tools, always keep your hands behind the tool and carve or cut in a direction away from your body,
9. All electrical tools shall be double insulated, properly grounded and connected to a ground fault circuit interrupter (GFI);
10. Wear hearing protection when using noisy hand tools; and
11. Move all heavy objects using safe lifting techniques. Objects shall be lifted using the legs by bending at the knees and not the waist.

## PRINTING INK/METAL

### INTAGLIO

Intaglio is a printmaking process in which ink is pressed into depressed areas of the plate and then transferred to paper. These depressed areas can be produced by a variety of techniques, including acid etching, drypoint, engraving and mezzotint.

### ETCHING

Etching at Arts Warehouse may involve the use of dilute nitric acid to etch the zinc or copper metal plate. Unetched parts of the plates are protected with rosin.

### HAZARDS ASSOCIATED WITH INK/METAL PRINTING

Nitric acid etching releases the respiratory irritant nitrogen dioxide, which has poor odor warning properties. Large acute overexposures may cause pulmonary edema (chemical pneumonia) and chronic exposure may cause emphysema. During the etching process, flammable hydrogen gas is also produced. Concentrated nitric acid is a strong oxidizing agent and can react with many other chemicals, especially solvents or other organic compounds, to cause a fire. Rosin dust is combustible. Sparks or static electricity have caused explosions in enclosed rosin and aquatint boxes. Rosin dust may also cause asthma and dermatitis in some individuals.

### SAFETY PRECAUTIONS WHEN WORKING WITH INK/METAL PRINTING

The following safety precautions shall be followed when working with ink/metal printing:

1. Obtain the material safety data sheet for all materials used;
2. Application of rosin shall be done with local exhaust ventilation;
3. Acid etching should be done with local exhaust ventilation;
4. Safety glasses shall be worn when diluting the nitric acid and while etching; and
5. Rosin (or asphaltum) boxes shall be explosion-proof. Use spark-proof metal cranks, explosion-proof motors or compressed air.

### DISPOSAL OF CHEMICAL WASTE

**All photochemicals and used solvents shall be disposed of as hazardous waste by contacting Environmental Health and Safety at 773.702.9999 to schedule a waste pick-up.** Old or unused

concentrated photographic chemical solutions, toning solutions, ferricyanide solutions, chromium solutions, color-processing solutions containing high concentrations of solvents, and non-silver solutions shall be treated as hazardous waste. All waste shall be disposed of in closeable, leak-proof containers designed for waste pick-up. Refer to the Hazardous Materials Management policy. (**Dispose of all hazardous or chemical materials in designated waste containers.**)

## WOODWORKING

Wood is one of the most commonly used materials in art, crafts and home hobbies. Woodworking involves techniques such as carving, laminating, joining, sawing, sanding, paint removing, painting and finishing. Wood sculpture and furniture-making utilizes a large variety of hard and soft woods, including many exotic tropical woods. Many of these woods are hazardous themselves. Sometimes woods are treated with hazardous preservatives or pesticides.

## HARDWOODS

Hardwoods are commonly used in wood sculpture and furniture making. Many rare hardwoods are imported from tropical countries.

## HAZARDS ASSOCIATED WITH HARDWOODS

Saps present in many green woods, and lichens and liverworts present on the surface of freshly cut wood, can cause skin allergies and irritation from direct contact. Many hardwood dusts, especially those from exotic woods, are common sensitizers and can cause allergic skin reactions. Some hardwoods can cause allergic reactions in individuals working with or using finished hardwoods. Contact with the dust of many hardwoods can cause conjunctivitis (eye inflammation), hay fever, asthma, coughing, and other respiratory diseases. Some hardwoods can cause hypersensitivity pneumonia and frequent attacks can cause permanent lung scarring. Examples of these highly toxic woods include giant sequoia, cork oak, some maple woods and redwood. Some hardwoods contain chemicals that are toxic and can cause a variety of symptoms including headaches, salivation, thirst, giddiness, nausea and irregular heartbeat. A classic example is hemlock. Inhalation of hardwood dust is associated with a particular type of nasal and nasal sinus cancer, adenocarcinoma. This type of cancer has a latency period of 40-45 years and occurs in seven out of every 10,000 among woodworkers who are heavily exposed. This rate is many times higher than the rate of nasal adenocarcinoma in the general population. Over half of all known cases of this type of cancer are found in woodworkers.

## SAFETY PRECAUTIONS WHEN WORKING WITH HARDWOODS

The following safety precautions shall be followed when working with hardwoods:

1. Whenever possible, use common hardwoods rather than rare tropical hardwoods;
2. People with a history allergies should avoid common sensitizing woods;
3. Do not use sensitizing woods for utilitarian objects where people would be in frequent contact with the wood;
4. Use local exhaust ventilation;\* If local exhaust ventilation is not feasible, wear a NIOSH-approved respirator; and If you are handling woods that can cause skin irritation or allergies, wear gloves. Wash hands carefully after work.

## SOFTWOODS

Softwoods (e.g., pine) are often used in furniture making. Domestic softwoods are the most common.

## HAZARDS ASSOCIATED WITH SOFTWOODS

Softwoods do not cause as high a frequency of skin and respiratory problems as do hardwoods. A few individuals can develop allergic reactions to some softwoods.

## SAFETY PRECAUTIONS WHEN WORKING WITH SOFTWOODS

The following safety precautions shall be followed when working with softwoods: Refer to precautions listed for hardwoods.

## PLYWOOD AND COMPOSITION BOARD

Plywood is made by gluing thin sheets of wood together with either urea-formaldehyde glues (for indoor use) or phenol-formaldehyde glues (for outdoor use). Composition board (e.g., particleboard) is made by gluing wood dust, chips or other materials together with urea-formaldehyde resins. The materials can emit unreacted formaldehyde for some years after manufacturing with composition board emitting more formaldehyde. In addition, heating these materials or machining them can cause decomposition of the glue to release formaldehyde.

## HAZARDS ASSOCIATED WITH PLYWOOD AND COMPOSITION BOARD

Formaldehyde is highly toxic through inhalation, highly toxic through eye contact and ingestion and moderately toxic through skin contact. It is an irritant and strong sensitizer. Formaldehyde is a probable human carcinogen. Even trace amounts of free formaldehyde may cause allergic reactions in people who are already sensitized to it. Machining, sanding or excessive heating of plywood or composition board can cause decomposition releasing formaldehyde, carbon monoxide, hydrogen cyanide (in the case of amino resins) and phenol (in the case of phenol-formaldehyde resins). Use local exhaust ventilation when cutting or sanding plywood or composition board.

## SAFETY PRECAUTIONS WHEN WORKING PLYWOOD AND COMPOSITION BOARD

The following safety precautions shall be followed when working with plywood and composition board:

1. Use low-formaldehyde products whenever possible. There are particle boards that are made without formaldehyde, but these are very expensive;
2. Do not store large amounts of plywood or composition board in the shop since it will emit formaldehyde. Instead, store in a ventilated area where people do not work.

## WOOD PRESERVATIVES AND OTHER TREATMENTS

Pesticides and preservatives are often applied to wood when it is being timbered, processed or shipped. Unfortunately, it is hard to find out what chemicals, if any, have been added. This is especially a problem with imported woods, since pesticides and wood preservatives banned in the United States and Canada are often used in other countries. Pentachlorophenol and its salts, creosote and chromated copper arsenate (CCA) have been banned for sale in the United States as wood preservatives because of their extreme hazards. They can, however, still be found in older woods and chromated copper arsenate is still allowed as a commercial treatment (e.g., "green" lumber, playground equipment, and other outdoor uses). It is supposed to be labeled. A variety of other chemicals can be used in treating wood including fire retardants or bleaches.

## HAZARDS ASSOCIATED WITH WOOD PRESERVATIVES AND OTHER TREATMENTS

Pentachlorophenol is highly toxic through all routes of entry. It can be absorbed through the skin, cause chloracne (a severe form of acne) and liver damage, and is a probable human carcinogen and reproductive

toxin. Chromated copper arsenate (CCA) is extremely toxic through inhalation and ingestion and highly toxic through skin contact. It is a known human carcinogen and teratogen. Skin contact can cause skin irritation and allergies, skin thickening and loss of skin pigmentation, ulceration and skin cancer. Inhalation can cause respiratory irritation, and skin, lung and liver cancer. Inhalation or ingestion may cause digestive disturbances, liver damage, peripheral nervous system damage, kidney and blood damage. Acute ingestion may be fatal. Creosote has a tarry look and is also used for outdoor wood. It is a strong skin and respiratory irritant and is a probable human carcinogen and teratogen. Zinc and copper naphthenate are slight skin irritants. Copper naphthenate is moderately toxic by ingestion. If suspended in solvents, the solvent would be the main hazard.

### **SAFETY PRECAUTIONS WHEN WORKING WITH WOOD PRESERVATIVES AND OTHER TREATMENT**

The following safety precautions shall be followed when working with wood preservatives and other treatment:

1. Obtain material safety data sheets on all chemicals being used in wood treatment. Treated wood itself does not have a material safety data sheet, so you have to try and find out about any treatments from the supplier. In the United States, CCA-treated wood is required to have a label and information on safe handling;
2. Do not handle woods that have been treated with pentachlorophenol or creosote. Avoid scrap or old woods of unknown origin;
3. Do not saw, sand or otherwise machine CCA-treated wood, if at all possible. If you do, use with local exhaust ventilation; If local exhaust ventilation is not feasible, a NIOSH-approved respirator with high efficiency (HEPA) filters shall be used;
4. If adding wood preservatives yourself, use zinc or copper naphthenates, if possible;
5. Do not burn wood that has been treated with creosote, pentachlorophenol or chromated copper arsenate.

### **CARVING AND MACHINING WOOD**

Woods can be hand carved with chisels, rasps, files, hand saws, sandpaper and the like, or they can be machined with electric saws, sanders, drills, lathes and other woodworking machines.

### **HAZARDS ASSOCIATED WITH CARVING AND MACHINING WOOD**

Many wood dusts are hazardous through skin contact or inhalation. Woodworking machines are often very noisy, with noise levels ranging as high as 115 dB. This can cause permanent hearing loss with long-term exposure. Missing machine guards, faulty equipment or using the wrong type of machine for a particular operation may cause accidents. Vibrating tools (e.g., chain saws) can cause “white fingers” (Raynaud’s phenomenon) involving numbness of the fingers and hands. Electrical equipment can present electrical shock and fire hazards from faulty or inadequate wiring. Sawdust and wood are fire hazards. Fine sawdust is an explosion hazard if enclosed.

### **SAFETY PRECAUTIONS WHEN CARVING AND MACHINING WOOD**

The following safety precautions shall be followed when working with carving and machining wood:

1. Cut all wood products using local exhaust ventilation and a dust collection system;
2. Wear a NIOSH-approved respirator when it is not possible to use a local exhaust system;
3. Vacuum all sawdust after work; avoid dry sweeping. Clean wood dust from around and inside machines to avoid fire hazards;

4. Wear goggles when using machines that create dust. For lathes and similar machines which may produce wood chips, use a face shield and goggles and make sure the machines are properly shielded;
5. Wear hearing protection when using machinery;
6. Make sure that all woodworking machines are equipped with proper guards to prevent accidents. Use the proper machine for particular operations and repair defective machines immediately;
7. Do not wear ties, long loose hair, loose sleeves, necklaces, long earrings or other items that could catch in the machinery;
8. Keep hand tools sharpened and cut away from your body. Do not place your hands in front of the tool; and
9. Keep all electrical equipment and wiring in good repair and avoid extension cords which can be tripped over and are electrical hazards.

## **GLUING WOOD**

A variety of glues are used for laminating and joining wood. These include contact adhesives, casein glue, epoxy glues, formaldehyde-resin glues (e.g., formaldehyde-resorcinol), hide glues, white glue (polyvinyl acetate emulsion) and the cyanoacrylate “instant” glues.

## **HAZARDS ASSOCIATED WITH GLUING WOOD**

Epoxy glues are moderately toxic through skin and eye contact and through inhalation. Amine hardeners (as well as other types of hardeners) can cause skin allergies and irritation in a high percentage of the people using them. Inhalation can cause asthma and other lung problems. Cyanoacrylate glues are moderately toxic through skin or eye contact. They can glue the skin together or glue the skin and other materials together, sometimes requiring surgical separation. Eye contact can cause severe eye irritation. Their long-term hazards are not well studied, especially with respect to inhalation. Formaldehyde-resin glues, Resorcinol-formaldehyde and urea-formaldehyde glues are highly toxic through eye contact and inhalation, and moderately toxic through skin contact. The formaldehyde can cause skin and respiratory irritation and allergies, and is a known human carcinogen. The resin components may also cause irritation. Even when cured, any unreacted formaldehyde may cause skin irritation and sanding may cause decomposition of the glue to release formaldehyde. Formaldehyde can be a problem when working with fiber-board and plywood. Contact adhesives are extremely flammable. Contact adhesives contain hexane which is highly toxic through chronic inhalation causing peripheral nerve damage. Other solvents in contact adhesives are mineral spirits or naphtha, and 1,1,1-trichloroethane (methyl chloroform) which are moderately toxic through skin contact, inhalation and ingestion. Water-based glues, water-based contact adhesives, casein glues, hide glues, white glue (polyvinyl acetate) and other water-based adhesives are slightly toxic through skin contact and only slightly toxic through inhalation or ingestion. Dry casein glues are highly toxic through inhalation or ingestion and moderately toxic through skin contact since they often contain large amounts of sodium fluoride and strong alkalis.

## **SAFETY PRECAUTIONS WHEN GLUING WOOD**

The following safety precautions shall be followed when gluing wood:

1. Avoid formaldehyde resin glues because of allergic reactions and the carcinogenicity of formaldehyde;
2. Use water-based glues rather than solvent-type glues whenever possible;
3. Wear gloves when using epoxy glues, solvent-based adhesives or formaldehyde-resin glues;

4. Epoxy glues, cyanoacrylate glues and solvent-based glues shall be used with good dilution ventilation (e.g., a window exhaust fan). Large amounts of these glues need local exhaust ventilation;
5. Eliminate other sources of ignition when using solvent-based glues; and
6. Wear gloves, goggles and a NIOSH-approved toxic dust mask when mixing dry casein glues.

### **PAINT STRIPPING (FYI any stripping has to be done prior to coming to arts warehouse)**

Stripping old paint and varnish from wood and furniture is done with paint and varnish removers containing a wide variety of solvents. One major class of paint and varnish removers formerly contained benzol (benzene). Now benzene has been replaced with toluene. "Nonflammable" paint strippers contain methylene chloride. They may also contain many other solvents including acetone, glycol ethers, methyl alcohol and acetates. In recent years, a safer paint stripper based on dimethyl adipate has been developed by 3M Company. Caustic soda, acids, blowtorches and heat guns are also used to remove old paint. Old stains on wood are often removed with bleaches which can contain caustic soda, hydrogen peroxide, oxalic acid or hypochlorite.

### **HAZARDS ASSOCIATED WITH PAINT STRIPPING**

Methylene chloride is highly toxic through inhalation and moderately so through skin contact. It is converted to carbon monoxide in the body and can cause changes in heart rhythm and possible fatal heart attacks. Smokers and people with heart problems are especially at risk. Methylene chloride is also a probable human carcinogen. Many of the other solvents used in paint strippers are highly or moderately toxic through inhalation, ingestion, skin contact and/or absorption. In addition to the hazards of specific solvents, most solvents can also cause narcosis (dizziness, fatigue, loss of coordination, nausea) if inhaled. Many of these solvents are also flammable. Caustic soda used in some bleaches and for paint stripping is highly corrosive through skin or eye contact causing severe burns. Similarly oxalic acid is corrosive. Concentrated hydrogen peroxide used in some bleaches is moderately toxic through skin or eye contact. Hypochlorite (chlorine-type) bleaches are moderately toxic through skin contact or inhalation. Mixtures of chlorine bleaches and ammonia are highly toxic by inhalation, possibly being fatal. Heat guns and torches can vaporize paint. There have been many cases of lead poisoning from using torches and even heat guns to remove lead-based paint.

### **SAFETY PRECAUTIONS WHEN PAINT STRIPPING**

The following safety precautions shall be followed when paint stripping:

1. Dimethyl adipate paint strippers are safer than other solvent types because of their high boiling point, which means little evaporates;
2. Volatile, solvent-based paint strippers shall be used outside, unless only small amounts of stripper are being used;
3. If volatile, solvent-based paint strippers are used indoors, good dilution ventilation (e.g., window exhaust fan) shall be used. In small areas, or if there is not adequate ventilation, use a NIOSH-approved respirator with organic vapor cartridges;
4. Do not smoke, have open flames or other sources of ignition (e.g., pilot light) in the room if you are using flammable solvents. Solvent-soaked rags should be placed in an approved, self-closing waste disposal can which is emptied each day;
5. Wear gloves, goggles and a protective apron when handling caustic soda (sodium hydroxide), oxalic acid bleaches or chlorine-type bleaches. An emergency eyewash and emergency shower shall be available; and
6. Avoid using torches to remove paint. Do not use heat guns if the paint contains lead.

**ARTS WAREHOUSE ARTISTS IN RESIDENCE/AFFILIATE ARTIST AGREEMENT**

**Please print, sign and return this page.**

I have received the Artists in Residence handbook and acknowledge the guidelines and studio/workshop responsibilities of the Artists in Residence Program at The Arts Warehouse

Artist(s)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

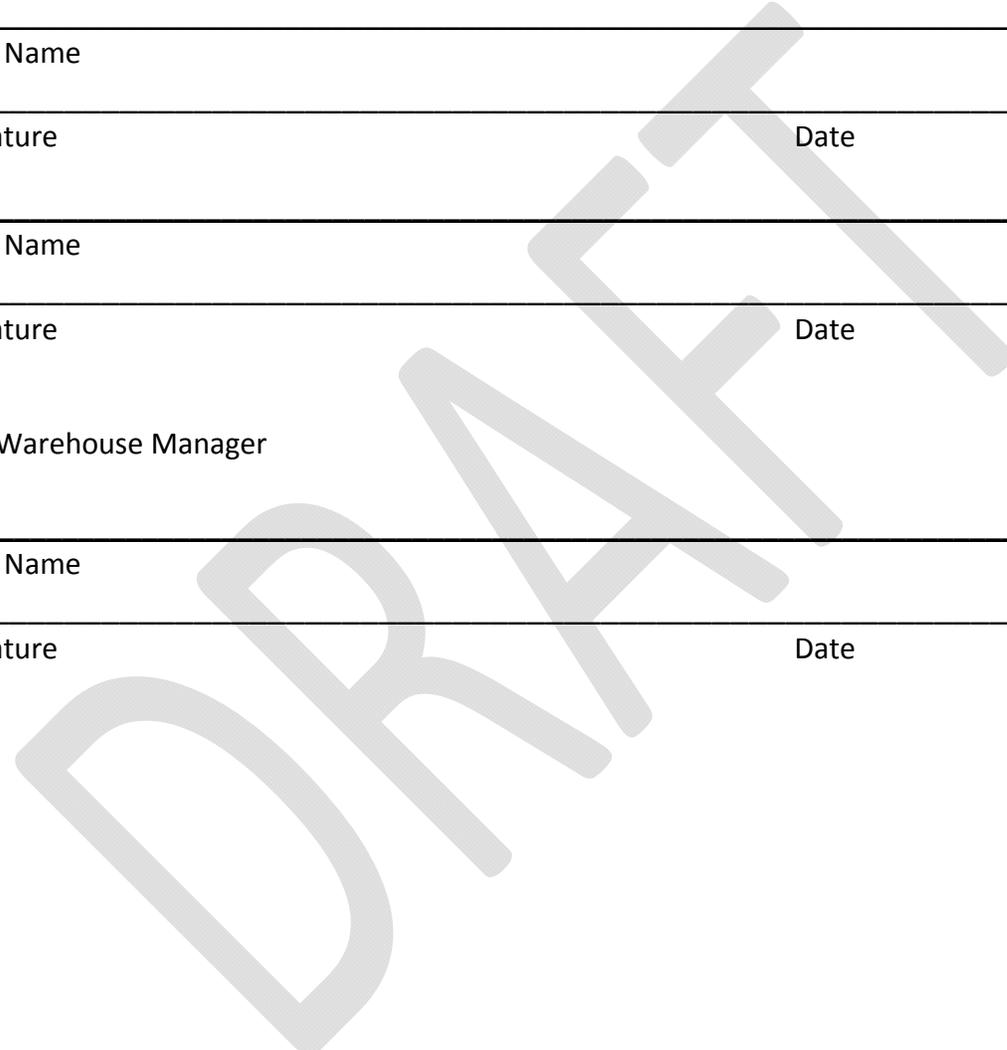
\_\_\_\_\_  
Date

Arts Warehouse Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date







**Arts Warehouse Lease Agreement**  
Artist in Studio Residence Program

**THIS LEASE AGREEMENT** (the "Agreement") is made between the Delray Beach Community Redevelopment Agency ("CRA"), 313 NE 3rd Street, Delray Beach, Florida 33444 and

2. \_\_\_\_\_  
Artist Name  
\_\_\_\_\_  
Address Apt. #  
\_\_\_\_\_  
City State Zip

and

3. \_\_\_\_\_  
Artist Name  
\_\_\_\_\_  
Address Apt. #  
\_\_\_\_\_  
City State Zip

**1. INTRODUCTION**

The Arts Warehouse is a redesigned warehouse building located at 313 NE 3rd Street and owned by the CRA. The Arts Warehouse mission is to foster a vibrant arts community to create a sustainable downtown and encourage economic growth, thus improving the attractiveness and quality of life for the benefit of the CRA District and the City of Delray Beach as a whole. To serve as an arts incubator that integrates emerging artist with industry specialists to encourage professional development, creativity, diversity, innovation and inspiration.

**2. TERM**

The premises are leased to Artist(s) for a term which commences on \_\_\_\_\_ (date) and ends on \_\_\_\_\_ (the Term).

**3. PREMISES**

The premises leased to Artist(s) are identified as studio \_\_\_\_\_ and are shown on the floor plans attached to this Agreement as Arts Warehouse floor plan, which is attached hereto as Exhibit "A", and incorporated herein by reference.

**4. RENT**

The annual rent to be paid by Artist(s) to the CRA for the term of this Agreement shall be the sum of \$ \_\_\_\_\_. The annual rental shall be paid as follows: \$ \_\_\_\_\_ upon the execution of this Agreement and \$ \_\_\_\_\_ payable on or before the first day of each

month, in advance, during the Term. Checks are to be made payable to: Delray Beach CRA. Payments shall be delivered or mailed to: The Arts Warehouse, 313 NE 3rd Street, Delray Beach, FL 33444. Rent must be received by the CRA on site Arts Warehouse manager on the first day of the month in order to be considered in compliance with the terms of this Agreement.

## **5. ACCESS, INFORMATION TECHNOLOGY, SECURITY DEPOSIT and MAINTENANCE FEES**

The CRA requires a one-time non-refundable Key Card and Information Technology (“IT”) fee of **\$100 per artist/Lessee**. *Artist/Lessee is responsible for false security and fire alarms fees in the event they were responsible. Fees for false alarms are determined by The City of Delray Beach and fire/alarm services. Artist/Lessee is responsible to lost key card. Loss of key card must be reported immediately to CRA onsite Arts Warehouse Staff. Replacement cards are \$50.00 each to be paid immediately at time of replacement/reissue.*

The CRA shall hold a security deposit in the amount of **\$100.00 per artist/Lessee**. At the termination of the Agreement, the CRA may withhold all or a portion of the security deposit for damage caused by Artist(s) to its property, as provided by law. The security deposit shall be held by the CRA without liability for interest and as security for the performance by Artist(s) of Artist's covenants and obligations under this Lease. Artist may not use the deposit for rent owed during the term of the Lease. Within thirty (30) days of the Artist vacating the premises, the CRA shall furnish Artist with a written statement indicating any amounts deducted from the security deposit and returning the balance, if any, to the Artist.

The CRA requires and annual Maintenance fee of **\$50.00 per artist/Lessee** to be paid at the signing of the lease and annually with rent at the beginning of each New Year on the first of the month.

## **6. USE OF PREMISES**

The Premises shall be used by Artist(s) for the production, display and sale of artwork(s). The Premises are to be used for no other purposes and uses whatsoever. Artist specifically agrees that the Premises will not be used for storage, living quarters or engagement in any other business. Artist may not sell anything either from the Artist's individual studio(s) or at The Arts Warehouse that the Artist has not personally created or has participated in the design.

## **7. MINIMUM EXHIBITION & HOURS**

1. The Arts Warehouse shall remain open to the public from Tuesday through Friday, 9:00 AM – 5:00 PM and Saturday, 10:00 AM – 3:00 PM and the Artist shall have secure access to the Premises at all times. The Arts Warehouse shall be closed on designated holidays, and during declared emergencies.
2. Except in the event of Artist's illness or emergency, Artist agrees that the Premises shall be accessible to the public during the time that the Arts Warehouse is open. Failure to

comply may result in termination of lease. Artist will be required to sign a log in book indicating when they are in their studio. .

3. Artists are required to work in their studio no fewer than 25 hours per week and for no fewer than 47 weeks per year during the Arts Warehouse typical hours of operation.
4. Artist agrees that Artist will be present and Artist's studio will be open during exhibition openings for a minimum of ten (10) Art's Warehouse exhibitions, and all First Friday Events, unless Artist obtains prior written approval from the CRA on site Arts Warehouse manager for fewer exhibitions.

In the event that Artist is not present at the Premises for the agreed period as provided herein, Artist shall notify the Arts Warehouse Staff in advance, in writing and shall provide the name of another juried artist or other artist acceptable to the Arts Warehouse manager, who has agreed in writing to open the Premises for the minimum times specified. It is understood that opening the door of the Premises is insufficient, and the Premises must in fact be physically occupied by Artist or the CRA-approved substitute artist.

5. Artist agrees that in the event that Artist is away from the Premises for more than one week, Artist will provide the CRA Arts Warehouse onsite manger with information as to where Artist can be reached as follows: address, phone and e-mail address.
6. Artist acknowledges and agrees that Artist's covenants under this paragraph are essential consideration for the granting of this Lease and Artist's breach of these covenants shall constitute default entitling the CRA to immediate possession of the Premises.
7. Artist in Residence are required to donate one artwork per year throughout their lease to be sold via a special event at the Arts Warehouse to support programming. Artist will be given appropriate credit for artwork.

## **8. CRA'S RIGHTS & REMEDIES**

1. If Artist fails to timely pay the rent on time and in full, the Artist shall be considered in default under this Lease.
2. If Artist should default in any of Artist's obligations under this Lease, including the failure to pay rent when due, then the CRA may give written notice to Artist of such default. The Artist shall have seven (7) days from receipt of the written notice to cure such default. If the Artist fails to cure a default, then the CRA has the right to pursue any remedy provided for in this Lease, or allowed by law or equity.
3. If Artist shall have abandoned the Premises for more than two (2) consecutive weeks, then the CRA shall not be required to give any notice to Artist, but shall be entitled to immediately take possession of the Premises. Artist shall be responsible for any costs associated with the storage and retention of any of Artists' property.
4. If Artist fails to cure such default within such seven-day period, then the CRA, at the CRA's sole discretion, shall have the following options:

- a. Retake and recover possession of the Premises, terminate this Lease and retain Artist's Security Deposit.
- b. Retake and recover possession of the Premises, without terminating this Lease, in which event the CRA may re-rent the Premises as agent for and for the account of Artist, and recover from Artist the difference between the rental herein specified and the rent provided in such re-rental, less all of the CRA's costs and expenses of re-renting, including, without limitation, attorneys' fees plus all other sums due hereunder.
- c. Permit the Premises to remain vacant in which event Artist shall continue to be responsible for all rent and other payments due hereunder.

Retake and recover possession of the Premises, and accelerate and collect all rent due hereunder for the balance of the Term.

- d. Take any other action as may be permitted at law or in equity.

All of the CRA's remedies herein shall be cumulative. The CRA's choice to pursue any one remedy shall not preclude the CRA from pursuing any other remedy which is not by its nature absolutely incompatible with any previously or contemporaneously elected remedy.

5. Artist agrees that the breach of any covenant or provision of this Lease shall, of itself, without the service of any notice or demand whatsoever, constitute a forcible detainer by Artist of the Premises within the meaning of the statutes of the State of Florida.
6. Regardless of whether the CRA elects any of its remedies as provided herein, if Artist is in default under any provision of this agreement, Artist shall not be permitted to exhibit his or her work in any show sponsored by or on behalf of The Arts Warehouse.

## **9. REHABILITATION OF BUILDING**

1. It is understood and acknowledged by Artist that the CRA may rehabilitate the Premises or the building in which the Premises are located. During any such rehabilitation, Artist agrees to vacate the space presently leased to Artist to allow rehabilitation to continue in a timely fashion. Should Artist and the CRA disagree on a space to relocate Artist for the period of rehabilitation, then the CRA, at its sole discretion, may terminate this Lease as provided herein.
2. In the event the Lease is terminated pursuant to this paragraph captioned "Rehabilitation of Building," such termination shall be made by delivery to Artist of a written notice of termination at least sixty (60) days prior to the date on which the Lease is terminated. In the event that Artist fails to vacate the premises by the date specified in the Notice of Termination, the CRA may exercise any or all of its rights hereunder.

## **10. HOLDING OVER**

In case of holding over by Artist after expiration or termination of this Lease, Artist shall be deemed at sufferance and will be liable for the CRA's damages due to such holdover and, in

addition, shall pay for each month of such holdover period double the amount set forth above as Rent. No holding over by Artist after the term of this Lease shall operate to extend the Lease.

## **11. INDEMNITY**

Artist agrees to defend, pay, indemnify and hold the CRA and the City of Delray Beach harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including but not limited to reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Premises or occasioned wholly or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission or negligence of Artist in, upon, at, or from the Premises or its appurtenances.

## **12. INSURANCE**

- A. Artist understands and agrees that it shall be the Artist's own obligation to insure any of the Artist's personal property located in the Premises, and the Artist further understands that The Arts Warehouse, the CRA, and the City of Delray Beach will not reimburse the Artist for damage to the Artist's personal property. Artist acknowledges that The Arts Warehouse, the CRA, and the City of Delray Beach do not provide insurance which covers Artist's personal property, art works, or the like and that The Arts Warehouse, the CRA and the City of Delray Beach are not responsible for any loss or damage which Artist may suffer to the same, regardless of the cause of such loss or damage. Artist acknowledges that The Arts Warehouse, the CRA, and the City of Delray Beach shall not be liable for any damage or injury caused in or about the Premises or The Arts Warehouse, including but not limited to damage or injury resulting from fire, water, vandalism or theft.
- B. In the event that Artist secures insurance to cover Artist's personal property, art works, and the like, and any damage which Artist's activity or property might cause to the person or property of other artists or of The Arts Warehouse, a copy of such insurance shall be provided to the CRA staff within thirty (30) days of the issuance of the policy.
- C. Artist's personal property, including but not limited to any artwork, remaining in the Premises at the conclusion of the Term or the termination of this Lease, shall be deemed abandoned, and shall become property of the CRA to be held or disposed of as the CRA in its sole and exclusive discretion may determine, without any obligation to Artist whatsoever. All costs of storage and moving incurred by the CRA in connection with such personal property shall be billed to Artist as additional rent chargeable against Artist's security deposit. The CRA shall have no liability or cost for moving such property.

## **13. COMPLIANCE**

Artist shall comply with all codes, laws, regulations, ordinances, standards, and requirements of any municipal, county, state, and federal governmental or quasi-governmental body or agency applicable to The Arts Warehouse. Artist's compliance includes, but is not limited to,

compliance with all codes, laws, regulations, ordinances, standards, and requirements or determinations of any insurance carrier providing insurance to the CRA for The Arts Warehouse. Artist shall promptly supply whatever information is requested by the CRA, or its insurance carrier that either party deems necessary or desirable for underwriting purposes.

#### **14. BUSINESS LICENSE**

Artist shall be responsible for obtaining all necessary business tax receipts or other permits or licenses required for Artist's activities allowed by this Lease prior to the commencement of the Lease, and shall provide copies to the CRA.

#### **15. NO ASSIGNMENT OR SUBLETTING**

This Lease is personal to Artist(s) and Artist(s) shall not assign the same, or sublet the Premises in whole or in part.

#### **16. MISCELLANEOUS TERMS & CONDITIONS**

##### **A. PARTIAL INVALIDITY**

If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect.

##### **B. TENANT DISPUTES**

Should Artist and any other artist in The Arts Warehouse be unable to agree by and between themselves as to disputes arising out of the Lease and/or the operations of The Arts Warehouse, then in that event, The Arts Warehouse Manager shall mediate such disagreement. If the disagreement cannot be amicably resolved by the parties working with The Arts Warehouse Manager within thirty (30) days then, in that event, The Arts Warehouse Manager shall resolve the issue in his or her own discretion. Artist(s) agrees to be bound by the determination of The Arts Warehouse Manager, which may involve requiring the Artist to change studios or the termination of this lease.

##### **C. ENTIRE AGREEMENT**

This Lease, together with any written attachments or schedules, constitutes the entire agreement between the parties. It shall be binding upon each party's heirs, successors, administrators, and assigns. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied not contained in this Lease or the aforesaid simultaneous writings. All prior understandings, terms, covenants, and conditions are deemed merged in this Lease. This Lease cannot be modified or supplemented except in writing signed by both parties. Paragraph headings are for the convenience of the parties only, and shall not be deemed to modify or determine the provisions of this lease. This agreement shall be governed by the laws of the state of Florida applied to agreements wholly negotiated, executed, and to be performed in that state.

#### **D. OCCUPANTS**

1. The premises shall not be occupied by any person or persons other than those designated above as Artist. Any person or persons occupying the premises without the CRA's consent shall be considered as occupying the premises in violation of this agreement and will be cause for termination of this lease. The Artist shall not sublet or assign these premises or any part thereof to any person or persons at any time.
2. The premises shall be occupied strictly as an Artist workspace and for no other use. Artist shall abide by and comply with all rules and regulations of the Arts Warehouse in respect to the said demised premises, and the property and premises and building of which said demise premises is a part thereof, as well as comply with all ordinances and laws of all municipalities having jurisdiction of the demised premises. A copy of the Arts Warehouse Rules and Regulations are attached hereto as Exhibit "B", and incorporated herein by reference. Any violation of the Rules and Regulations shall be considered to be a default under this Lease. No immoral or unlawful practice or act shall be committed in and upon the demised premises. The Artist shall not maintain or make use of the demised premises in any manner whatsoever which causes an increase in insurance rate of the demised premises or the building of which the same is a part, and, in the event that Artist does such an act and causes an increase in the insurance rate as set forth, he shall immediately be liable to pay said increase to The Arts Warehouse/Delray Beach CRA and the same shall be paid immediately upon demand. The Artist shall not do any act or thing to cause a disturbance or interfere with the other tenants, or affect The Arts Warehouse in his operation and maintenance of the building or which the demised premises is a part thereof.

#### **E. TERMINATION**

1. Upon the expiration or any other termination of this Lease, the Artist shall forth with and immediately quit and surrender the Premises to the CRA in good order and condition. However, the Artist's obligation to observe or perform his covenants shall survive the expiration or any other termination of the term of this Lease. Upon termination of this Lease for any reason whatsoever, the Artist shall yield immediate possession to the CRA, and return all keys and swipe fobs.
2. At all times the Artist shall keep the demised premises and the personal property There in in a good state of repair. Upon termination of the Lease, the Artist shall yield demise premises back to the CRA in the same condition as of the date of the execution of this Lease, reasonable wear and tear expected. The Artist shall not cause or permit any waste, misuse, or neglect in the use of electricity or water
3. The Artist shall pay all costs, expenses, and attorney's fees which may be incurred and expended by the CRA in enforcing the terms, conditions, promises, and agreements of this Lease, whether or not by legal proceedings, advise of attorney, or otherwise. These shall be paid immediately upon demand. In the event of any litigation filed to enforce any provision of this Lease, the prevailing party shall be entitled to recover their court costs, reasonable attorney's fees, including any paralegal expenses at both the trial and appellate levels.
  - a. The liability of the Artist to pay rent as provided for herein shall not be waived, released or terminated by the service of any notice or demand upon the Artist by the CRA, or by

the institution of legal proceedings or any other act or acts resulting in the termination of the Artist's right to possession of the demised premises.

#### **F. ARTIST WAIVER OF LIABILITY**

The CRA and the City of Delray Beach shall not be liable to the Artist for any damage or injury to the Artist or his property by reason of any failure of the CRA to keep the Premises in repair, and the CRA and the City of Delray Beach shall not be liable for any injury done to the Artist or his property occasioned by the act of a third party, an act of god or by the wind, or that results from any defect of plumbing, electrical insulation or wiring installations in respect thereto, gas lines, steam lines, waterlines, or by reason of defective or broken equipment, stairs, or walks, or from the clogging or backing-up of any down spout or sewer pipes, or by reason of breaking or bursting or running of any water receptacle, waste pipe, water closet, wash stand, drain, or any other pipe or tank, in and upon the studio, building or premises, or by reason of the running or escaping of hot water or steam, or for any damage or injury resulting from water being on or coming through the roof, walls, stairs, trapdoors, skylight, or any other part or portion of said premises, of the building of which the same is a part, or otherwise, or by reason of any injury or damage resulting from the falling of any material, stucco, plaster or fixture.

#### **G. CONDITION OF PREMISES**

- 1) Artist acknowledges that the Premises have been inspected. Artist acknowledges that said Premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. Artist acknowledges that The CRA provides the following with the premises: electricity, water, and air conditioning. Artist agrees to keep the premises in a neat and sanitary condition and to immediately reimburse The CRA for any sums necessary to repair any item, fixture, or appurtenance that requires service due to Artist or Artist's invitee, misuse or negligence. Artist acknowledges that the Premises consist of the interior space only, and that any space on the exterior of the Premises, and any common space in The Arts Warehouse, belongs to the CRA. Nothing whatsoever shall be placed in the common areas or the exterior of the Premises without the prior written approval of The CRA. Artist is free to include in the interior of the premises any decorations or other objects of Artist's choice, subject to this agreement and The Arts Warehouse Rules & Regulations, which are attached hereto as Exhibit "B".
- 2) Artist accepts the Premises in its current "as is" condition and agrees to maintain the Premises in good condition and repair, normal wear and tear excepted.

#### **H. DESTRUCTION**

In the event that the Premises are rendered untenable by reason of fire, explosion, or any other casualty, The CRA at its option, may either repair the Premises to make the same tenable within ninety (90) days thereafter, or may at its option, terminate the Lease. In either event, The CRA shall give the Artist reasonable written notice. Furthermore, in the event that the Premises are untenable, the Artist's rent for that period of time shall be abated or apportioned.

## **I. ACCESS TO PREMISES**

1. The CRA onsite staff shall have the right to enter the Premises during reasonable hours, to examine the same, and to show the Premises to prospective artists of The Arts Warehouse, and to make such repairs, alterations, improvements or additions as the CRA may deem necessary or desirable. For a period of ninety (90) days prior to the termination of this Lease, The Delray Beach CRA shall have the right, during reasonable hours, to enter the Premises for the purpose of showing the Premises to prospective tenants. In addition, at any time within thirty (30) days prior to the expiration of the artist's Lease, The Delray Beach CRA may place upon the doors or windows of the Premises a "FOR RENT" notice.

2. If the work to be performed requires the cooperation of Artist to perform certain tasks, then those tasks shall be performed upon 24 hours' prior written notice by the CRA (Example: removing food items from cabinets so that the unit may be sprayed for pests.)

## **J. ALTERATIONS**

Artist shall not make any alterations to the Premises, including, but not limited to installing aeriels, lighting fixtures, or other items without first obtaining written permission from The CRA. Artist shall not change or install locks, paint, or wallpapers on the Premises unless approved by The CRA onsite staff in writing. Artist shall not install blinds on glass doors without written permission from The CRA onsite staff, place placards, signs or other exhibits and symbols on any other place where they can be viewed by other residents or by the general public, except for displaying artwork on the exterior wall outside of Artist's studio where business card

holders will be provided for each studio artist. Artist acknowledges that the terms of this paragraph are material to this agreement.

## **K. NOISE AND DISRUPTIVE ACTIVITIES**

1. Artist or Artist's guests and invitees shall not disturb, annoy, endanger, or inconvenience other tenants of the building, neighbors, the CRA or its agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.

2. Further, Artist shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Artist shall have peaceful and quiet enjoyment of demised premises for the term set forth.

## **L. REPAIRS BY THE CRA**

1. Where a repair is the responsibility of the CRA, Artist must notify the CRA in writing stating what item needs servicing or repair. Artist must give the CRA a reasonable opportunity to service or repair such item. Under no circumstances, however, may Artist withhold rent, or make the repair themselves.

**17. NOTICES**

All notices to the Artist shall be deemed served upon mailing by first class mail, addressed to the Artist, at the Premises or upon personal delivery to the Premises whether or not Artist is actually present at the time of said delivery. All notices to the CRA shall be served by mailing via first class mail or personal delivery to:

TO CRA: Delray Beach Community Redevelopment Agency  
c/o Arts Warehouse Manager  
Arts Warehouse  
313 NE 3<sup>rd</sup> Avenue  
Delray Beach, FL 33444

TO ARTIST: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18. UTILITIES**

Electricity charges for lighting, appliances, heating, ventilating, or air conditioning, water and sewer shall be paid by The CRA. Fees are covered by common area maintenance fees Artist is responsible for throwing away all debris and for sweeping the floor (broom and trashcans are made available). Each studio is provided a drop cloth to use on the floor to protect flooring. Failure to use this drop cloth will result in additional charges. No welding, torches or open flames are allowed.

**19. REGULATIONS**

1. The Artist hereby consents to and agrees to observe all rules and regulations presently promulgated or to be promulgated in the future by The CRA regarding the operation of The Arts Warehouse, including, but not limited to those concerning hours or manner of operations; hazardous materials; and repairs, maintenance and utility charges. A copy of the Rules and Regulations has been provided to the Artist at the time of execution of the Lease, and is attached to this Lease as Exhibit "B", and incorporated herein by reference.
2. The Arts Warehouse/Delray Beach CRA shall not be responsible to the Artist for any non-observance of rules, regulations, or conditions on the part of any other Artist.

**20. WAIVER**

The CRA's failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by The CRA of such condition or right. The CRA's acceptance of rent without knowledge of any default under this agreement by Artist shall not be deemed a waiver of such default, nor shall it limit The CRA's rights with respect to that or any subsequent right. It is further agreed that the payment of rent at any time shall not be a waiver to any unlawful detainer action unless The CRA in writing specifically acknowledges that this constitutes a waiver to the unlawful detainer action.

## **21. LATE CHARGES/RETURNED CHECKS**

1. If The CRA has not received any rent payment within five (5) days after rent becomes due pursuant to the provisions of this Agreement, Artist shall pay to The CRA a late fee of \$10.00 per day as additional rent, in addition to the monthly rent then due. This late fee shall commence on the 6<sup>th</sup> day of the month, and will continue until all rent payments and accumulated late fees are received by The CRA.
2. If rent is not paid when due and The CRA issues a "Notice to Pay Rent or Quit" Artist must tender a cashier's check only. If Artist tenders a check which is dishonored by a banking institution, then Artist shall only tender cash or cashier's checks for all future payments. In addition, Artist shall be liable for all charges/fees incurred by The CRA for each check that is returned to The CRA from the bank because the check has been dishonored, in addition to the rental payment that is due.
3. **ADDITIONAL RENT.** Any and all payments required to be made by Artist under this Lease, including, but not necessarily limited to, periodic rent, application fees, transfer fees, late charges or late fees, bank fees, overdraft fees, returned check fees, sales tax, security deposits, monies advanced by the CRA on behalf of the Artist, lock out fees, work order payments, damages, and any of the payments required of the Artist pursuant to this Lease, if any, shall be deemed to be and shall become additional rent hereunder, whether or not the same be designated as such, and shall be due and payable as directed by the CRA.

## **22. PETS**

No dogs, cats, birds, fish, or other pet or animal of any kind may be kept on or about the Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first shown above.

Signed, Sealed and Witnessed  
In the Presence of:

**DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Executive Director

ATTEST:  
\_\_\_\_\_  
?

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_ as Chairman of the Delray Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**“ARTIST”**

Witnesses

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Print or Type Name)

Print Name

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

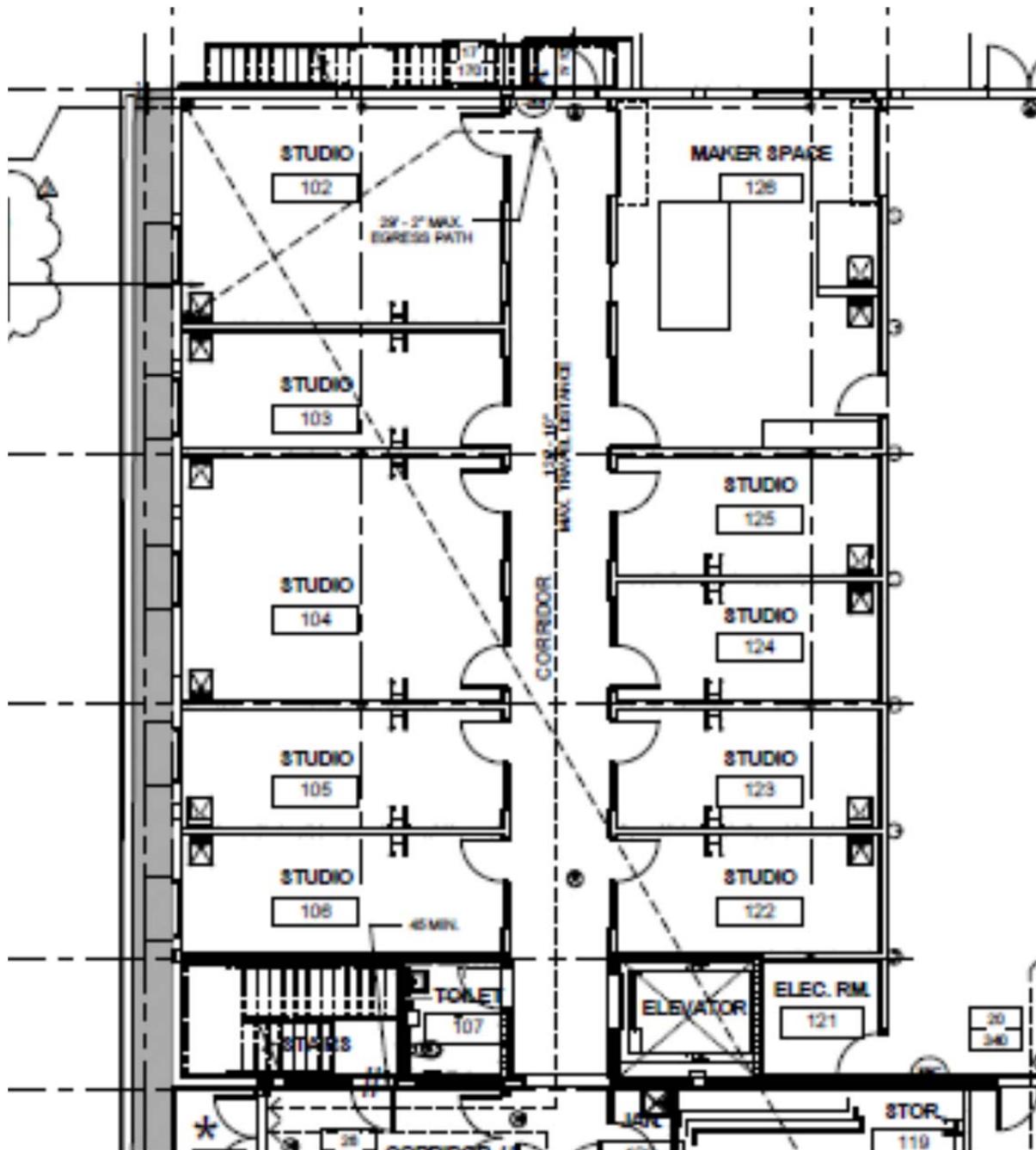
NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

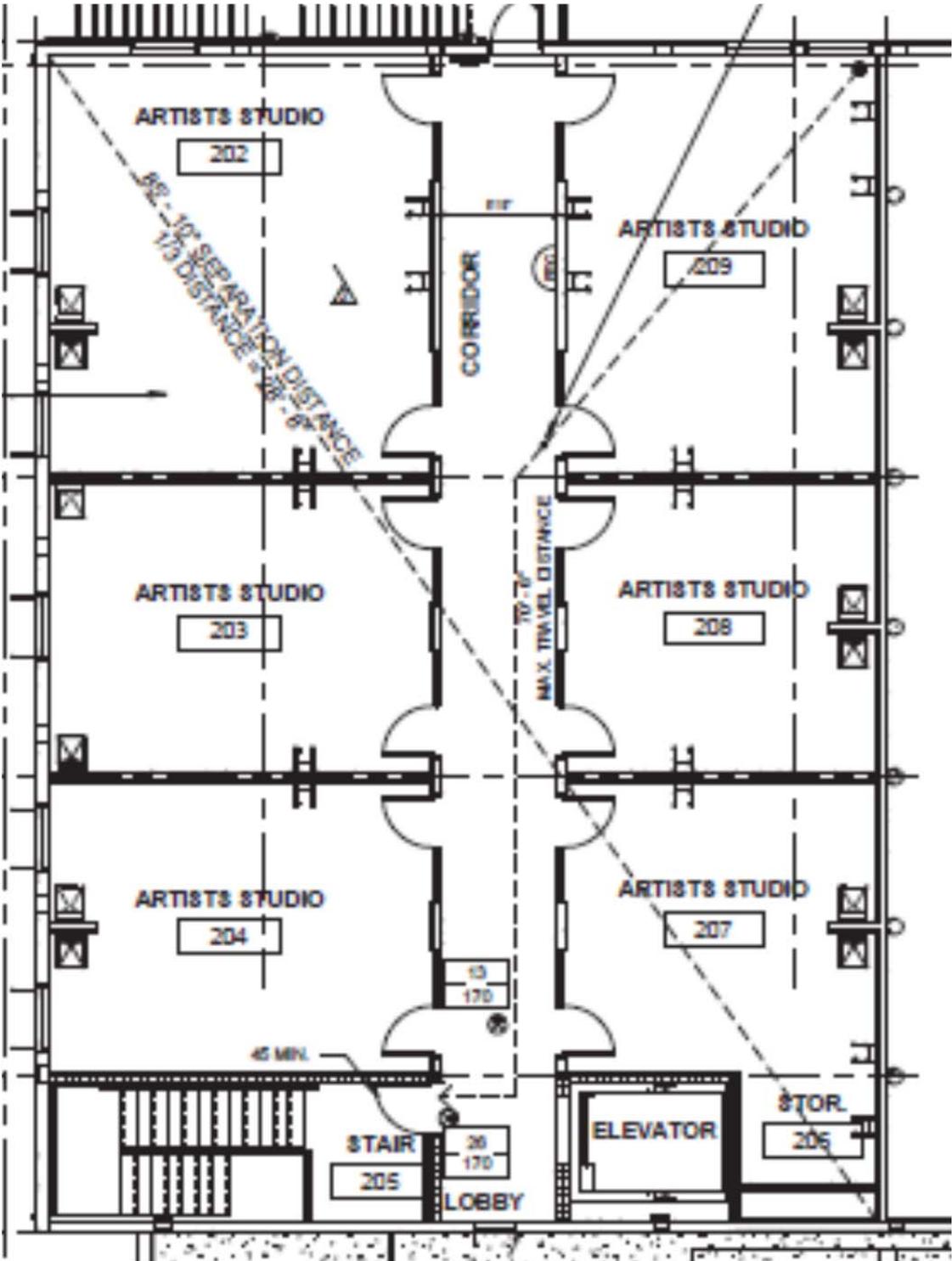
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

Exhibit "A"  
Arts Warehouse 1<sup>st</sup> Floor Studios



Arts Warehouse 2<sup>nd</sup> Floor Studios





# Rental Application and Information

## Room Request

- |   |                                     |                                    |
|---|-------------------------------------|------------------------------------|
| <input type="checkbox"/> LG Multi-Use     | <input type="checkbox"/> Gallery    | <input type="checkbox"/> Classroom |
| <input type="checkbox"/> Catering Kitchen | <input type="checkbox"/> Conference | <input type="checkbox"/> Studio    |

## Event Information

Name of Event \_\_\_\_\_

Organization/Individual \_\_\_\_\_

- Classification:  Resident     Non-Profit     Profit  
 Individual     Group

Event Date(s) \_\_\_\_\_ Day(s) M T W TH F S SU (circle all

that apply) Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Alternate Phone \_\_\_\_\_

Time In \_\_\_\_\_ Event Start Time \_\_\_\_\_ End Time \_\_\_\_\_ Time Out \_\_\_\_\_

Approximate Number Attending Event: Over 18 yrs old \_\_\_\_\_ Under 18 yrs old \_\_\_\_\_

Describe Event \_\_\_\_\_

List Equipment Needed \_\_\_\_\_

Will Alcohol be Served? \_\_\_\_\_ Yes \_\_\_\_\_ No

**\*READ THE ALCOHOL POLICY CAREFULLY - THERE ARE NO EXCEPTIONS TO THIS POLICY**

If YES to the previous question, please list bonded & licensed caterer/bartender that will service event. (Required) \_\_\_\_\_ Phone \_\_\_\_\_

Will Food be served? \_\_\_\_\_ Yes \_\_\_\_\_ No Will you need Catering Kitchen? \_\_\_\_\_ Yes \_\_\_\_\_ No

Caterer Name \_\_\_\_\_ Phone \_\_\_\_\_

Additional Needs \_\_\_\_\_

## Facility Use Policy and Rate Schedule

The Arts Warehouse welcomes organizations and individuals, hereinafter referred to as “User” to apply to use the Arts Warehouse facilities for meetings, and/or specific events/activities. The purpose of this policy is to provide guidelines specifically for the use of, but not limited to, the Arts Warehouse, hereinafter, referred to as the “Facility.” This policy establishes the procedures to (1) apply for use of facility; (2) provide for its proper care; and (3) ensure that the User’s activities do not conflict with the Arts Warehouse purposes and activities, state or federal laws, and local ordinances and policies adopted by the CRA.

The first priority for reserving the facility will be given to the Arts Warehouse, specifically for arts-based programs. Charges or fees will be assessed for use of the facility dependent on the activity classification. Rental fees vary according to the resident, nonprofit and for-profit status of the User. Additional security, custodial or technical services may be required at the discretion of the Arts Warehouse manager based on the needs of the event in order to preserve and protect the facility and its guests. Fees for these services will be the responsibility of the User.

The CRA does not discriminate on the basis of race, sex, color, religious affiliation, age, or national origin. Groups or organizations using the facilities may not deny admission to their activities based upon race, sex, color, religious affiliation, age, or national origin. Approval to use the Arts Warehouse facilities is not an endorsement by the CRA of the User’s organization or group.

### RESERVATIONS

1. Reservations for facility use shall be by contract/written agreement only and shall be granted on a first-come, first-served basis subject to availability of requested date. The CRA reserves the right to deny rental to any person or group which, in the opinion of the CRA, would be detrimental to the safety of the facility or reflect negatively on the CRA or Arts Warehouse.
2. No space/date shall be held as a confirmed reservation until a deposit of the base rental fee (see rental fee schedule) and non-refundable application fee is paid as applicable to the requested facility. Any unpaid balance must be paid in full 30 days prior to the day of the event. In the event the user is making a reservation 30 days or less to the date of the event, all fees including all rental fees must be paid in full the day of confirmation. There will be no delay in payments under this circumstance. Payments not received by this deadline may result in cancellation of the rental. Any changes to the contract that incur a fee after the full payment is made and prior to the event must be paid in full as soon as changes are made. Any additional charges incurred during or as a result of the event shall be paid within seven (7) days following the event.

3. All cancellations must be reported in writing immediately to the Arts Warehouse manager. Refunds will not include non-refundable deposits or application fees.

Notice of Cancellation:

75% of deposit returned if cancelled six (6) months or more before event  
50% of deposit returned if cancelled between three (3) and (6) months before event  
0% of deposit returned if cancelled less than three (3) months before event  
100% of deposit/rental fee returned if Arts Warehouse is closed due to inclement weather and all rentals are cancelled.

4. Rental of Arts Warehouse facilities on CRA's holidays may be assessed at a premium rate and will be subject to staffing availability.

5. Contracts must contain a legal signature of an adult (21 years and older). The person signing the contract must be in attendance throughout the entire function. The person signing the contract is legally responsible for making sure all procedures are followed. It shall be the responsibility of the User to properly care for the facility and its contents. Users are responsible for any and all damages to the facility caused as a result of his/her event or his/her guests.

6. A reservation agreement with a User may not be transferred or assigned to any other person or group without the approval of the Arts Warehouse manager.

7. Insurance: The CRA will determine the type of insurance coverage required for an event based on the following:

a. Non-Profits/Civic Groups/Business Organizations: These groups should have an existing general liability insurance policy and must provide a certificate of liability insurance naming the CRA as additional insured, with at least one million dollars (\$1,000,000) in general liability coverage and at least one million dollars (\$1,000,000) in an umbrella policy. If alcohol is served, the group shall provide a certificate of liability insurance naming the CRA as additional insured, with at least one million dollars (\$1,000,000) in general liability coverage and at least two million dollars (\$2,000,000) in an umbrella policy. For additional requirements see Arts Warehouse alcohol policy.

b. Private Citizen Medium/Large Event: These groups may not have an existing general liability insurance policy, in which case they should obtain a "Special Event" policy with a certificate of liability insurance naming the CRA as additional insured, with at least one million dollars (\$1,000,000) in general liability coverage and at least one million dollars (\$1,000,000) in an umbrella policy. If alcohol is served, the group shall provide a certificate of liability insurance naming the CRA as additional insured, with at least one million dollars (\$1,000,000) in general liability coverage and at least two million dollars (\$2,000,000) in an umbrella policy.

For additional requirements see Arts Warehouse alcohol policy.

c. Private Citizen Small Event: For certain events with a limited number of people or limited risk, insurance requirements may be waived at the discretion of the Arts Warehouse manager. In such cases a Hold Harmless and Waiver of Liability form must be signed releasing the CRA and Arts Warehouse from any and all liability.

d. Insurance coverage must coincide with the User's contracted event date(s). If the user fails to provide evidence of insurance coverage prior to the scheduled event, Arts Warehouse may cancel the event and the User will forfeit all rights to the refund of any monies paid to Arts Warehouse.

8. Indemnity: The User agrees to defend, indemnify and save harmless the CRA, its staff, technicians, custodians, officers, employees, representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of any kind including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnitees as a direct or indirect consequence of injury, sickness or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action that arises out of, resulting from, or which would not have occurred or existed except due to the User's use of the Arts Warehouse and all matters associated therewith. This indemnity shall include, without limitation, any and all liabilities, demands, claims damages, losses, costs and expenses, to include attorney fees, caused, or alleged to have been caused, by negligence or any other acts of indemnity and arising out of the User's use of the Arts Warehouse and all matters associated therewith.

9. User will identify the facility in use by the full-specified name, i.e. the "Arts Warehouse" on all printed material and advertising. No advertising or publicity of any nature may state or imply that CRA/Arts Warehouse is responsible for User activities during the period of use. Copy and proofs of advertising are to be approved by the Arts Warehouse manager prior to event.

## **STAFFING/VENDORS**

1. Arts Warehouse staff are required to be on site for all events held in the facilities. Staff are on site to provide access to the facility and are available to assist in making events successful. Staff members on duty are not responsible for resetting tables/chairs or providing post-event cleanup services. Those services will be arranged in advance and applicable fees will be the responsibility of the User. Please inform the staff member on duty of any requests or needs that might arise, or in the event of an emergency.

2. All rentals, particularly after-hours rentals, are subject to staffing availability. All events must be appropriately staffed according to the type of event. Specialty staffing can include, but is not limited to the following: lighting technician, sound technician, security and custodians.

3. Custodial personnel will be required for most events. Applicable fees shall be the responsibility of the User. The Arts Warehouse manager will determine the number of custodial personnel needed for an event and the minimum number of hours required.

4. Security may be required for events serving alcohol and for any other events as deemed necessary by the Arts Warehouse manager or other CRA designee. Applicable fees for security will be the responsibility of the User.

5. While Arts Warehouse does not require User to utilize preferred vendors, outside vendors must be approved by the Arts Warehouse manager prior to event.

### **RULES AND REGULATIONS**

1. The User understands and agrees that Arts Warehouse does not relinquish the right to control the management of facilities. The Arts Warehouse retains the right to enforce all necessary laws, rules and regulations during an event. All Arts Warehouse authorized personnel may enter the facilities being used and any other facility at any time, during any event without restriction whatsoever. All facilities including the space that is being used and all parking areas will be, at all times, under the control of the Arts Warehouse. The Arts Warehouse will not close during standard hours of operation for an event. Patrons taking classes, etc. may be entering the facility during event hours.

2. Users and their guests must at all times conduct their activities with full regard to public safety and shall at all times abide by directives of the staff of the Arts Warehouse, their representative or any other duly authorized governmental official responsible for public safety. Failure to do so will result in immediate cancellation of the event and ejection from the premise.

3. Users and their guests shall not enter any area of the facility not covered by the User agreement.

4. Access to the facility is only allowed on the day of the event. No access is permitted to the facility prior to or after an event without advance permission of the appropriate facility designee.

5. The Arts Warehouse and the CRA assume no responsibility for the property of any User while located in the facility or on the grounds. Arts Warehouse does not provide storage. Please make arrangements to remove all items and decorations at the conclusion of each event. Arts Warehouse staff will dispose of any items left from events and a service charge may be applied for such removal.

6. All exit doors must remain operable and no part of any hallway, corridor or exit within or outside of the facility may be used in a way that obstructs its use as an exit. No doors may be propped open at any time.
7. Arts Warehouse has a limited number of designated parking spaces. Large events may require security officers (at the discretion of the Arts Warehouse manager) to assist with parking for safety of the guests. No vehicles are to be parked in an area that is not designated as a parking space unless instructed by security personnel. Parking in close proximity to a facility entrance (front or back) will be permitted only for loading and unloading. Applicable fees for security officers will be assessed to the User.
8. All tobacco products (including electronic cigarettes) are prohibited on CRA property.
9. Firearms are not permitted in or on the grounds of the Arts Warehouse or any CRA building.
10. The use of bolts, screws, nails, hooks, tacks, tape or similar fasteners to hang banners, posters, etc. on any wall, floor, ceiling, windows or doors is strictly prohibited. User may not hang anything from the ceiling/rafters at any time.
11. The use of confetti, bubbles, and the like are strongly discouraged and may cause the User to incur additional cleaning charges. No birdseed, rice, glitter, colored powders, silly string, fireworks (including sparklers), or open flame candles (battery operated candles are permitted). Live plants are subject to approval by Arts Warehouse staff. Silk and fresh cut flower arrangements are allowed. Only Sterno-style heating elements, used by an approved caterer, are allowed.
12. No artwork can be removed or covered during any function.
13. No animals or pets (other than service animals) will be permitted inside the facilities unless approved by the appropriate facility designee.
14. The removal of tables, chairs or other equipment from the facility is not permitted. Removal of furniture from a lobby or seating area is not permitted. No tables and/or chairs are available for loan for off-site functions.
15. Standing on tables, chairs, bar and lobby furniture is strictly prohibited.
16. Music is allowed inside until 11 pm. Any exceptions to this rule must be approved by the Arts Warehouse manager in advance of rental.

17. Users are advised that the City of Delray Beach has a sign ordinance. Any fines that result from illegal signage placed by the User will be the responsibility of the User. The use of all temporary signs or banners must be discussed and approved by the appropriate facility designee and the User must obtain a temporary signage permit if required by the City of Delray Beach.

18. Operation, repair or service of audio-visual, sound, lighting and any other equipment brought into the facility by the User is the sole responsibility of User.

19. Destruction or defacing of any CRA property or artwork will result in additional charges for repairs or replacement.

20. Arts Warehouse copy machines, faxes, computers, phones, studio equipment etc. are for Arts Warehouse business use only. If you need emergency copies made while at the Arts Warehouse, please arrange this with the appropriate facility designee. A per page cost will be assessed to the User. If you need an excessive amount of copies, please make other arrangements.

21. Copyright: User will assume all cost, liabilities and claims that arise from the use of patented, trademarked, franchised, or copyright music, materials, devices, processes or dramatic rights used in or incorporated in the scheduled event. The User agrees to indemnify and hold harmless the CRA from any claims or costs, including legal fees, which might arise from questions of use of any material described above.

22. The Catering Kitchen and/or Bar area utilized by a User's caterer is subject to the **Catering Kitchen & Bar Area Guidelines**. It is the responsibility of the User to ensure that the caterer is aware of these policies.

23. Approved service for alcohol is restricted designated spaces pending time of event in adherence with the **LCAC Regulation of Alcohol Service Policy**. No brown bagging permitted.

## RENTAL FEES

Total rental fee shall consist of the base rental fee plus the personnel services and equipment fees applicable per event. Base rental fee, which is specific to the requested facility, includes use of space, regular room lighting/sound and tables/chairs where applicable. Any additional items, equipment, and/or personnel will be charged to the User. A percentage of the base rental will be charged as a deposit for all applicable Users. Arts Warehouse Facilities are available for use as follow:

**Resident** – An individual whose home address is located within the City limits of Delray Beach. Residency is subject to verification by staff.

**Non-Resident** – An individual who does not reside within the City limits of Delray Beach.

**Non-Profit** – A business entity that is granted tax-exempt status by the Internal Revenue Service. Organizations must provide a copy of their 501(c) designation to receive this rate.

**For-Profit** – A business entity that aims to earn profit through its operations and is concerned with its own interests and not those of the general public.

DRAFT

The undersigned hereby represents themselves as an authorized agent of the aforementioned and as such makes application to the CRA for the use of the Arts Warehouse Facilities. The undersigned warrants that applicant has read and will observe the use policies and regulations of the Arts Warehouse, will exercise the utmost care in the use of Arts Warehouse’s premises and property, and shall be responsible for any damage arising from the use of said premises or property.

All terms and conditions of this written agreement shall be binding upon the parties, their heirs, representatives, and assigns, and cannot be waived by any oral representation or promise of any agent or agents who executed this contract. Such written document must be incorporated by specific reference herein as part of the agreement. This agreement must be signed with receipt of the deposit and application fee on the day of arrangement or it becomes void and the rental is not confirmed.

\_\_\_\_\_  
Applicant Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Printed Name \_\_\_\_\_  
Date

**All deposits are required to secure your date. Deposits are non-refundable. Initial \_\_\_\_\_**  
*ALL RENTALS ARE TENTATIVE UNTIL RECEIPT OF APPLICABLE DEPOSIT.*

**I acknowledge and accept the *Catering Kitchen and Bar Area Guidelines*. Initial \_\_\_\_\_**

**I acknowledge and accept the *Arts Warehouse Regulation of Alcohol Service Policy*. Initial \_\_\_\_\_**

## ARTS WAREHOUSE FACILITY FEE SCHEDULE

ARTS WAREHOUSE FACILITY FEE SCHEDULE					
Arts Warehouse	Rate Category				
	Delray Beach Residents/Non-Profits	Commercial/ Corporate/Non-Residents	Delray Beach Residents/Non-Profits where monetary profit to the organization or to any person is expected	Commercial/ Corporate/Non Residents where monetary profit to the organization or	Security Deposits
Rental Application (non-refundable)	\$25	\$50	\$50	\$50	
Main Gallery Hourly Rate, Mon-Thur (min of 2 hour)	\$50	\$60	\$70	\$80	\$500
Main Gallery Hourly Rate, Friday - Sunday, & Holidays (min of 2	\$80	\$90	\$100	\$120	\$500
Large Mixed Use Space Hourly Rate, Mon-Thur (min of 2 hour)**	\$110	\$115	\$125	\$150	\$500
Large Mixed Use Space Hourly Rate, Friday - Sunday & Holidays (min of 2 hours)**	\$125	\$150	\$175	\$200	\$500
Main Floor Classroom Space Rate, Mon-Thur (min of 2 hour)	\$40	\$50	\$60	\$70	\$50
Main Floor Classroom Space Hourly Rate, Friday - Sunday, & Holidays (min of 2 hours)	\$70	\$80	\$90	\$110	\$50
Main Floor Makerspace Space Rate, Mon- Thur (min of 2 hour)	\$40	\$50	\$60	\$70	\$100
Main Floor Makerspace Hourly Rate, Friday - Sunday, & Holidays (min of 2 hours)	\$70	\$80	\$90	\$110	\$100
Main Floor Professional Space Rate, Mon - Thur (min of 2 hour)	\$40	\$50	\$60	\$70	\$50
Main Floor Professional Space Hourly Rate, Friday - Sunday, & Holidays (min of 2 hours)	\$70	\$80	\$90	\$110	\$50
Kitchen Rate, Mon-Thur (min of 2 hour) ** Fee is waived if large mixed use space is rented, requested and not already booked	\$30	\$30	\$30	\$30	\$100
Kitchen Hourly Rate, Sunday-Monday, & Holidays (min of 2 hours) ** Fee is waived if large mixed use space is rented, requested and not already booked	\$40	\$40	\$40	\$40	\$100
<b>Additional Fees</b>					
Staff assistance w/setup & breakdown only); Up to 2 people	\$25 per person per/hour	\$25 per person per/hour	\$25 per person per/hour	\$25 per person per/hour	
Afterhours/Holiday Staffing; Min. 2 people required; Number of Staff is determined by Arts Warehouse Staff	\$20 per person per/hour	\$20 per person per/hour	\$20 per person per/hour	\$20 per person per/hour	
<b>Equipment Rental</b>	TBD				
Projector					
Tables					
Chairs					

Note: Non-profit organizations must present IRS Determination letter and Delray Beach residents must provide proof of residency. All items must be out of The Arts Warehouse at the conclusion of the event. The CRA will charge the applicant for every hour that the items remain at facility. The above rental rates may be modified from time to time.

## CATERING KITCHEN AND ALCOHOL PERMITS

### FOOD AND BEVERAGE EVENTS - CATERING

The Arts Warehouse does not provide in-house catering. It is the User's responsibility to sign and enter into a separate agreement with the caterer. All caterers must provide the Arts Warehouse with proof of a current permanent permit issued by the Florida Department of Health before operating on the Arts Warehouse premises. This document must be received 60 days prior to event. If the caterer is serving alcohol, they must provide a Florida alcohol permit 60 days prior to the event. They must sign a CRA building/catering usage agreement 60 days prior to event.

### CATERING KITCHEN OVERVIEW

1. The caterer is responsible for acquiring and providing all necessary supplies for both serving and cleaning, including, but not limited to, paper towels, dishcloths, dish towels, hand soap, dish detergent etc. The Arts Warehouse does not supply any of these items.
2. All food and beverage brought into the Arts Warehouse must be in closed containers, covered and with paper or cloth lids.
3. Ice chest(s) or any food coolers sitting on the floor must have plastic under them. The center does have an ice machine, but the caterer may need to provide additional ice for large events.
4. Because the kitchen is only a warming kitchen, all foods must be fully cooked before being brought into the facility. Please do not place FISH in the refrigerator.
5. Food preparation cannot include any open flame cooking inside the Arts Warehouse. Sterno is the only heating element to be used inside.
6. Tables must be covered when food/drinks are being served.

### CLEANING/ACCESS/USAGE

1. Counter tops, food preparation tables and food service carts should be thoroughly cleaned after each use.
2. All floors must be swept and mopped (Brooms, dustpans and mops are provided). Cleaning solutions must be provided by vendor. All trash must be bagged; recycling separated and placed in outdoor receptacles. Do not use Clorox on floors.
3. All food products MUST be removed from the refrigerator, microwave at the conclusion of each event. No items may be stored overnight without prior permission.
4. At the conclusion of each event, it is the responsibility of the User or caterer to thoroughly clean any equipment used including counter tops, microwaves and warmers. Please remember to turn all appliances OFF except ice machine and refrigerator before vacating the facility.
5. Access to the kitchen is only allowed on the day of the event during rented hours. No access is permitted to the kitchen or any other area prior to or after an event without permission from the appropriate facility designee.

6. Should your event require the delivery of bulk food items, plates, linens, etc. prior to the event, such deliveries must be arranged in advance with the appropriate facility designee. Arts Warehouse and its staff are not permitted to unload, sign for, or accept deliveries from third parties.
7. Should your event require beverage delivery, alcohol or otherwise, please make arrangements with the appropriate facility designee for a delivery time and make provisions to have a designated person on site to receive the delivery.
8. It is the responsibility of the User, caterer and/or bartender to keep the bar area clean and organized neatly during all events.

## ARTS WAREHOUSE EQUIPMENT AND FURNISHINGS

1. User shall be responsible for all loss or damage to any equipment or furnishings. Any deposit held shall be applied to the cost of repair or replacement. Additional costs to repair or replace lost or damaged items in excess of deposit shall be paid by User.
2. Attendees using Arts Warehouse equipment must demonstrate competence prior to use.
3. Arts Warehouse tables and chairs are for use inside the building only.
4. Additional furniture required for an event must be arranged with the Arts Warehouse Manager. The cost of the additional furniture must be paid directly to the supplier by the User.
5. Any equipment rented from an outside source must be removed at the end of the event. User will be required to pay the cost of removal if necessary. The CRA is not responsible for any items rented or brought in from an outside vendor/supplier.
6. The Arts Warehouse will not lend any furniture for matters occurring away from the facility.
7. The Arts Warehouse does not provide storage of any kind.

## REGULATION OF ALCOHOL SERVICE POLICY

### INTRODUCTION

Policies and procedures governing the service of alcohol in the Arts Warehouse must be followed by staff, groups, individuals, organizations and caterers renting or leasing the facilities. Illegal and/or abusive alcohol practices will not be tolerated. All laws of the United States government or state of Florida regarding alcohol will be followed.

***Arts Warehouse only allows beer and wine. No hard alcohol is allowed on premises without permission.***

Approved service for alcohol is restricted only to events held at the Arts Warehouse in designated inside and outside areas for special events. No alcohol is permitted in Artist Studios.

## POLICY

Organizations and individuals who rent or lease the facilities may apply to provide alcohol services. In order to provide alcohol services, the lessee must adhere to the following:

1. Users will submit a completed "Application to Provide Alcohol Services" to the Arts Warehouse Manager. An application and more information can be found at the Florida Division of Alcoholic Beverages and Tobacco:  
<http://www.myfloridalicense.com/DBPR/abt/ABT-LicenseInformation.html>
2. Users will submit a copy of a liability insurance policy showing liability for any matters arising from serving alcohol. The liability policy shall meet the minimum value of required coverage and will name the CRA and the Arts Warehouse as additional insured. The User will assume all liability and will execute a hold harmless agreement in favor of the CRA and Arts Warehouse. The certificate of liability insurance must be submitted to the Arts Warehouse no later than two (2) weeks prior to the scheduled event.
3. All alcohol will be served by an approved certified bartender and/or licensed insured caterer. All bartenders and caterers must provide documentation for certification or license and insurance.
4. To "SERVE" unfortified beer and wine to guests, the lessee must include host liability coverage in the required liability insurance policy. The lessee may then contract with a certified bartender to "SERVE" the unfortified beer and wine to guests. No additional permit is required. Bartender must provide proof of certification no later than two (2) weeks prior to event.
5. A non-profit organization may "SERVE" wine and beer at a ticketed event held to allow the organization to raise funds. The lessee must obtain a Special Permit from the Florida Division of Alcoholic Beverages and Tobacco and include host liability coverage in the required liability insurance policy. The lessee may contract with a certified bartender to "SERVE" the wine and beer for the one time ticketed event. Bartender must provide proof of certification no later than one week prior
6. A non-profit organization may "SELL" beer and wine at a single fund-raising event of that organization. Lessee must obtain a Special Permit for Sale of Alcohol from the Special Permit from the Florida Division of Alcoholic Beverages and Tobacco and include liquor liability coverage in the required liability insurance policy. The lessee may then contract with a certified bartender/caterer to "SELL" the beer and/or wine at a single fund-raising event. Bartender must provide proof of certification no later than one week prior to event. If a non-profit organization contracts with a caterer for bartending services, caterer must provide proof of Florida license and liquor liability insurance no later than one week prior to event.

7. No alcohol will be offered on a self-service basis. No brown bagging permitted.
8. Events where alcohol is served may be required to have one or more uniformed security officers present. Cost for officers on duty will be the responsibility of the User. The Arts Warehouse Manager will determine the number of officers required.
9. The certified bartender and/or licensed insured caterer will be responsible for limiting alcohol consumption to legally allowable limits.
10. The certified bartender and/or licensed insured caterer shall not serve alcohol to any person under 21 years of age, to any staff from the Arts Warehouse or hired staff working the event and must require proper identification prior to service.
11. All alcohol service and sales will stop 30 minutes prior to the end of event.
12. Arts Warehouse has the right at any time during an event to stop the service/sale of alcohol if they deem necessary. Arts Warehouse staff reserves the right to eject or cause to be ejected from the premises any intoxicated or any disorderly person(s), and neither the City of Delray Beach nor any of its officers, agents or employees shall be liable for any damage that may be sustained by the User by the exercise of such right.

**ARTS WAREHOUSE USE ONLY**  
**Reservations Services & Fees**

Description of Services	Unit Price	Qty.	Cost
Room			
Cleaning			
Setup/Take Down			
Staffing			
Security			
Non- Refundable Application Fee			
	Total Due		
	Amount paid		
	Balance Due		



## **ARTS WAREHOUSE**

313 NE 3<sup>rd</sup> Street  
Delray Beach, FL 33444

## **APPLICATION AND FACILITIES USE AGREEMENT**

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### **MISSION**

The Arts Warehouse mission is to foster a vibrant arts community to create a sustainable downtown and encourage economic growth, thus improving the attractiveness and quality of life for the benefit of the CRA District and the City of Delray Beach as a whole. To serve as an arts incubator that integrates emerging artist with industry specialists to encourage professional development, creativity, diversity, innovation and inspiration.

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### **FACILITIES & EQUIPMENT**

The Arts Warehouse is owned and operated by the Delray Beach Community Redevelopment Agency (CRA). The Arts Warehouse holds events that foster the mission of the Arts Warehouse. In addition, the facility is available for rent for private events, including performances, weddings and other celebratory functions. Rental of the Arts Warehouse for meetings, seminars and other educational activities is available, provided such activities are consistent with the mission. Please note that the Arts Warehouse is a limited public forum, and as such, the general public does not have full access to all rooms within the facility; only the common areas and gallery space.

The Arts Warehouse interior facilities include mixed-use areas, private offices, artist studios, education spaces, open gallery areas, warming kitchen and restrooms. Limited parking is available at the Arts Warehouse and in the CRA parking lot down the Artist Alley behind Bedner's.

**ROOM SPACE (CAPACITY FOR GALLERY/LG MULTI- USE ARE NOT CONFIRMED)**

Gallery Area

Capacity standing: Up to 150 pending exhibit set up  
 Capacity sit-down: Up to 50 pending exhibit set up  
*Limited occupancy due to exhibits; exhibits cannot be change/moved/removed*

Dry Classroom

Capacity: reception 20  
 Capacity: class 10  
 Capacity: sit-down or lecture 20  
*Limited tables/chairs/stools are in space*  
*Dry Erase board*

Wet Classroom

Capacity: reception 20  
 Capacity: class 10  
 Capacity: sit-down or lecture 20  
*Limited tables/chairs/stools are in space*  
*Limited easels available*  
*Dry Erase board & Tub sink*

Business Space

Capacity: 12  
*Conference style table and chairs*  
*Dry Erase board & Projection Screen*

Large Multi-Use Space

Capacity: reception up to 250 TBD  
 Capacity: class up to 250 TBD  
 Capacity: lecture up to 250TBD  
 Capacity: standing up to 275TBD

Warming Kitchen

Includes: Prep space, two door refrigerator, ice machine, small sink  
*Kitchen is free of charge when renting Large Mixed-Use Space.*

Approved event activities, including ticket sales, registration table or other activities are restricted to the spaces rented.

## RENTAL EQUIPMENT

Along with the rental of the Arts Warehouse facilities, the following equipment is available for additional rental fees: FEES AND INVENTORY TBD

Banquet chairs - ?  
6 ft. banquet tables ?  
8 ft. banquet round ?  
3 ft. round ?  
Projector ?

All activities associated with the event, including decorating, set-up, breakdown, serving, food preparation, clean-up, are the sole responsibility of the applicant.

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## FACILITY RENTAL HOURS

Arts Warehouse is available for rent during specified periods of time throughout the year. Arts Warehouse is pre-reserved each year for events produced by the CRA or the Arts Warehouse. Please check with Arts Warehouse onsite staff for general availability. Use of Arts Warehouse is limited to two times per month, unless the event receives the prior written approval of Arts Warehouse as a qualified recurring event. Availability is subject to change at the discretion of the CRA. All events will begin and end at specified times according to this Application and Facilities Use Agreement (the Agreement). The applicant will be responsible to ensure that the event ends on time. Additional fees will be assessed for failure to vacate the facility within the scheduled time.

Viewing the Arts Warehouse facilities is by appointment only by calling [555-555-5555](tel:555-555-5555) or by emailing [artswarehouserentals!@...](mailto:artswarehouserentals!@...)

Office Hours:	Monday-Friday	9:00 am to 5:00 pm
	Saturday	10:00 am to 3:00 pm

The Arts Warehouse is closed on holidays and is not available for rental without prior written approval of the Arts Warehouse.

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## **FACILITY USAGE GUIDELINES**

- Applicants must be 21 years of age.
- Applications are approved on a first-come, first-served basis; availability is always subject to CRA and Arts Warehouse events; priority is also given to events that promote the Arts Warehouse's mission.
- Delray Beach residents and non-profit organizations may rent the Arts Warehouse for private functions; proof of residency or not-for-profit status is required. A non-profit organization is defined as a qualified 501(c)(3) corporation.
- Non-residents and for-profit businesses may rent the Arts Warehouse at the non-residential rental rates; non-resident functions are subject to availability after CRA, Arts Warehouse and resident/not-for-profit functions are considered.
- A completed application may be delivered to the Arts Warehouse or emailed to [Artsrentals@](mailto:Artsrentals@)
- A meeting may be required prior to approval to discuss the reservation request.

### **APPLICATION FEE:**

A fifty dollar (\$50.00) non-refundable application fee is required at the time of application submittal.

### **SECURITY DEPOSIT FEE:**

A security deposit in the amount of five hundred dollars (\$500.00) shall be required. The security deposit must be paid not less than thirty (30) days prior to the date of the event. The security deposit shall secure the applicant's obligation to repair any damage to Arts Warehouse or CRA property. The applicant is responsible to leave the Arts Warehouse and all CRA property in its original condition prior to the event. Any costs to the CRA for clean-up or repair of damage caused by the event will be deducted from the security deposit. Any remaining security deposit will be refunded thirty (30) days after the event.

A pre-event and post-event walkthrough will be conducted by CRA Arts Warehouse onsite staff with the applicant. The cost of any and all damage to the premises or the equipment and rules violations will be deducted from the security deposit. Examples of damage and/or rules violations that will result in deduction from the security deposit include: floor stains; stains on walls; broken or missing furniture and/or equipment; defacement of any part of the interior or exterior of the building; damage created by improper use of equipment or non-compliance of facility rules; unauthorized use of the kitchen or other spaces at the Arts Warehouse; unauthorized extension of event hours; improper storage of equipment; failure to properly clean the kitchen and other facilities used for the event.

### **RENTAL FEE DEPOSIT:**

Fifty percent (50%) of the rental fee is due upon approval of this application. The deposit must be received no later than three (3) days after approval of the application for the event to be placed on the Arts Warehouse calendar. The rental fee includes the facility

rental and all fees for additional services such as equipment rentals, onsite staffing assistance, etc.

**FULL PAYMENT:**

The fifty percent (50%) balance due must be paid seven (7) days prior to the event. Failure to make final payment will result in event cancellation.

**SALES TAX:**

Florida state sales tax will be charged on the rental fee. Non-profit organizations must present their non-profit status form, and tax exempt organizations must present their tax exempt certificate when completing this application.

**SECURITY FEE:**

The applicant may be required to hire the Palm Beach County Sheriff's/City of Delray Beach Officer, or other CRA-approved security provider based on the use of the Arts Warehouse, the anticipated duration of the event, including set-up and breakdown time, the number of people anticipated to be in attendance, the activities to occur at the event, whether food will be served, whether alcohol is served, and any other factor related to the security of the Arts Warehouse and surrounding areas.

**CANCELLATIONS:**

In the event of a cancellation more than sixty (60) days prior to the event date, the applicant will receive a full refund of the rental fee, less an administrative fee of twenty percent (20%) of the rental fee or twenty dollars \$20.00, whichever is greater.

If a cancellation is made more than thirty (30) days but less than fifty-nine (59) days prior to the event, the applicant will receive a fifty percent (50%) refund of the rental fee, less an administrative fee of twenty percent (20%) of the rental fee or twenty dollars (\$20.00), whichever is greater.

No refund will be given if less than thirty (30) days' notice of the cancellation is given.

The event may be rescheduled one time if the applicant contacts the Arts Warehouse on-site manager in writing at least 90 days prior to the original event date and provided the alternate date is available. Rescheduling requires a non-refundable payment in full of all rental fees at the time of rescheduling.

If an event is scheduled less than 30 days prior to the event date, full payment of the rental fee must be made and the rental fee is not subject to a refund.

**Emergencies:** The Arts Warehouse and CRA reserve the right to cancel or reschedule an event at any time, with or without prior notice due to circumstances for which it has no control, such as weather. If a facility rental must be cancelled due to an emergency, the applicant may reschedule the event at no additional charge, or may qualify for a full refund of the rental fee.

**INSURANCE:**

The applicant is required to at its own expense procure and maintain liability and property damage insurance for protection against all liabilities related to the use or occupancy of the space, and operations incidental thereto, with a minimum combined single limit of liability of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. The Delray Beach Community Redevelopment Agency must be listed as an additional insured.

**LOGISTICS AND SAFETY REVIEW:**

All events are subject to logistics and safety review by the Arts Warehouse onsite staff, law enforcement, fire rescue, public works, building, zoning and risk management. The applicant shall provide a floor plan and event timeline no later than fourteen (14) days prior to the event. The applicant must comply with all recommendations made for logistics and safety for the event.

**VENDORS:**

A list of all vendors participating in the event, including contact information shall be provided at least one week prior to the event date. All agreements with caterers, entertainers, photographers, and other vendors are the sole responsibility of the applicant. All vendors providing service to the applicant in the Arts Warehouse must be properly licensed, including a current business tax receipt and proper insurance coverage and preapproved by the CRA. The applicant's vendors shall provide sufficient proof of licensing and insurance upon request.

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**RULES AND REGULATIONS**

The following rules and regulations have been established by the CRA for the benefit of all artists and guests of The Arts Warehouse. These rules and regulations are intended to preserve a clean and attractive environment, and to assure the peaceful enjoyment of the Arts Warehouse. All artists and their guests shall comply with the rules and regulations as follows:

The following rules and regulations are subject to amendment by the CRA from time to time.

**ADDITIONS TO EXTERIOR OF BUILDINGS AND STRUCTURAL CHANGES:**

Changes affecting the appearance of the exterior of the Arts Warehouse, such as decorations, awnings, signs, sun shades, air conditioning equipment, fans, screens, balcony or patio covers and enclosures, satellite dishes, or similar changes shall require the prior written approval of the CRA. No materials shall be installed at or around any window. Exterior television or radio antennas are prohibited. Structural changes to the interior or exterior of the Arts Warehouse shall require the prior written approval of the CRA. Except for normal hanging of artwork on walls by the Arts Warehouse onsite staff, no person shall mark, drill into, or in any way injure, deface, or damage any wall, ceiling,

door, frame, partition, floor wood or metalwork, wiring fixture, plumbing, and/or any equipment.

**ALCOHOL:**

The applicant assumes all liability for serving and consumption of alcohol. State and local laws apply with regard to alcohol consumption. The applicant is responsible for obtaining any permits or licenses necessary to sell and/or serve alcohol. If alcohol is provided at the event, liquor liability insurance will be required.

The CRA reserves the right to discontinue the service of alcohol at any time during an event.

**APPLICATIONS/PAYMENT:**

Reservations are required at least thirty (30) days prior to the event and may be made up to 6 months in advance. All evidence of residency and non-profit status must be submitted along with the application.

**CHILD CARE:**

Any events that provide child care or child instruction at the Arts Warehouse must provide approved background checks for ALL personnel that will be responsible for child care or instruction. The Arts Warehouse does not provide child care.

**CRA RESERVATION OF RIGHTS:**

The CRA reserves the right to refuse use of the Arts Warehouse and may cancel any reservation or event because of activity or content deemed by the CRA to be inconsistent with the Arts Warehouse mission or not in the best public interest. The CRA, at its sole discretion, may lease studio and facility space to individuals who are known as industry specialists, and who will assist in the promotion of the mission of the Arts Warehouse mission, as well as arts and culture in the City of Delray Beach.

**CLEANING:**

The applicant is responsible for removal of all garbage and trash. The applicant is responsible for removal of all non-CRA equipment (i.e. linens, décor, AV equipment and all personal items). The applicant must provide all garbage bags. The applicant may use the dumpster located in the Arts Warehouse loading area for trash/garbage disposal.

**COMPLAINTS:**

Complaints of violations of these rules should be made to the Arts Warehouse onsite staff, either verbally or in writing. Neither the CRA, nor any of its agents, servants, or employees, shall be responsible to any artist or artist's guests for any non-observance of rules, regulations, and conditions on the part of other persons.

**CONSENT REVOCABLE:**

The CRA reserves the right to reject any prior written approval in the best interest of the Arts Warehouse.

**DECORATIONS:**

Tape, tacks, staples, nails, screws or glues/adhesives are not permitted to attach any object to furniture, fixtures, walls or floors. The applicant may use fishing line, ribbon, florist wire, zip ties or string to hang decorations. Ice sculptures are not permitted indoors. Any prop, set or furniture heavier than 50 pounds requires prior written approval of the Arts Warehouse. Glitter, confetti, bird seed, rice, sand, silly string, poppers and any similar materials are not permitted. Lit candles, pyrotechnic devices (including fog machines) and bubble machines are not permitted. Contained votive candles may be allowed with the prior written approval of the Arts Warehouse. No decoration of the Arts Warehouse common areas is allowed.

Furniture may not be moved without the prior written approval of the Arts Warehouse.

Storage facilities are not available for the applicant's use.

All items **must** be out of the Arts Warehouse at the conclusion of the event. Should any items be left behind, the CRA will charge the applicant (\$20.00) for every hour that the items remain at the Arts Warehouse.

**DELIVERIES:**

Artist shall notify the Arts Warehouse onsite staff in writing 24 hours in advance of any deliveries. Prior authorization for such deliveries is required except for emergencies. No deliveries will be allowed after 6:00 p.m. All tradesmen must be licensed and insured.

**EMERGENCIES:**

In the case of emergency involving the facilities, contact the Arts Warehouse onsite staff. The emergency phone numbers are posted on the bulletin board in the kitchen. In the event of an immediate emergency requiring professional assistance, dial 911. If there is a hurricane warning or other natural disaster, it is suggested that artists remove things from the floor of their studios to avoid possible water damage in the event of flooding. The Arts Warehouse has no storage facilities available for use during these events.

**ENFORCEMENT:**

The Arts Warehouse onsite staff shall have the authority to enforce all rules and regulations governing use of the Arts Warehouse. Lack of cooperation by the applicant and/or the applicant's guests may result in closing the event and/or contacting security (City of Delray Beach Police or private).

Any person who destroys or steals property of the Arts Warehouse will be personally liable to the CRA for repairs and replacement of such property and will be required to leave the event immediately. Such destruction or theft may be prosecuted to the fullest extent of the law.

**FEES/CONTRIBUTIONS:**

The sale of goods, services, food or beverages, or charging admission fees requires the prior written approval of the Arts Warehouse. This provision does not apply to CRA sponsored events.

**FIRE ALARM/SPRINKLER SYSTEM**

If the applicant or a guest of applicant sets off the sprinkler or fire alarm as a result of any unapproved activity, the applicant will be responsible for any costs or fines which result.

**GAMBLING:**

Gambling activity is prohibited in the Arts Warehouse.

**HOURS OF OPERATION:**

The Arts Warehouse will be open to the public during regular hours of operation:

Monday-Friday	9:00 am to 5:00 pm
Saturday	10:00 am to 3:00 pm

Artists have unlimited access to their studio.  
Artists may have visitors in their studios past the public hours of operation.  
Artists must escort out guests so the Artist can secure the doors.

**KITCHEN USE:**

No cooking is permitted in the Arts Warehouse kitchen. All food service items must be removed at the end of the event. Delayed pickup of any food service rental items is subject to prior written approval of the Arts Warehouse. If delayed pickup is approved, all food service rental items must be cleaned and repacked in the delivery cartons and arranged for pickup according to the prior written approval.

**LAWS AND REGULATIONS:**

The applicant agrees to comply with all laws of the United States and of the State of Florida, the rules, regulations and policies of the CRA, and any applicable municipal or county ordinances (collectively “the Laws”). Failure to comply with any one or more of the Laws may, at the discretion of the CRA, may result in the termination of this Agreement by the CRA. If, in the opinion of the CRA, violation of one or more of the Laws may cause a public or private hazard or nuisance, the CRA may demand the immediate correction of such violation or may terminate the event authorized to be conducted by this Agreement.

**LIMITED USE:**

Use of the Arts Warehouse is limited to the specific event description approved. Any other use is prohibited. The event is limited to the space within the Arts Warehouse that is approved and paid for. There may be more than one function, party or event taking place in the Arts Warehouse. Crowds congregating in common areas will be asked to disperse. Doors are not to be propped open in any room under any circumstances with the exception of loading and unloading purposes.

**LITTERING AND TRASH DISPOSAL:** Littering is strictly prohibited. Paper, cans, bottles, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the grounds or other common areas of the facility. All trash shall be placed in plastic bags. All garbage, refuse and/or waste matter shall be removed from studios to such location and in such manner as The Bailey onsite staff shall direct. In no event shall organic garbage or refuse, such as food, food cartons, etc. be allowed to remain in a studio overnight. All non-organic trash inside studios shall be removed weekly. No person shall sweep or throw anything out of any window or door or into any public hall or stairway.

**LOADING:**

Loading will take place through designate loading areas as directed by Arts Warehouse staff. (Loading areas include: front entrance, side overhead door and rear entrance/overhead door) Vehicle parking will not be allowed in the loading area. Parking for service vehicles requires the prior written approval of the Arts Warehouse.

**MAINTENANCE OF THE COMMON AREA:**

Improvements and maintenance of the common area shall be done only by the Arts Warehouse onsite staff or the CRA.

**MISREPRESENTATIONS:**

The Arts Warehouse reserves the right to withhold all or a portion of the rental fee and/or close an event if it determines that the applicant has misrepresented information on this application or any application-related documents. Examples of such misrepresentations include, but are not limited to: failure to disclose the true nature of the event; failure to disclose the level of utility usage; exceeding the reported number of guests; failure to report the sale or service of alcohol.

**NOISE AND NON-DISTURBANCE:**

No person shall make or permit any loud noise or disturbance of any kind within the Arts Warehouse, produce objectionable odors, or interfere with the rights, comforts, or convenience of other artists. At no time are musical instruments, radios, phonographs or televisions to be so loud as to become a nuisance to other tenants and guests of the Arts Warehouse. Music, DJ's etc. need to be approved prior to any special event rental.

**OUTSIDE ACTIVITIES:**

There shall be no use of the areas outside the buildings without the prior written approval of the CRA. Fires and any lighted materials, such as candles, torches, etc., are strictly prohibited. Artists and their guests shall comply with all local, state and federal regulations regarding fire safety. The sidewalks, parking areas, drives, roadways, entries, corridors, and fire escapes shall not be obstructed or encumbered, and shall not be used for any other purposes than ingress and egress.

**PARKING:**

Parking is permitted in designated parking areas only. Events are subject to interruption to remove vehicles from fire lanes or other spaces that are not approved parking or cause a hazard, nuisance, landscape damage or obstruction. If an event requires more than the available parking, the application may not be approved or may be required to find offsite parking or valet service at their own expense.

**PERMITS:**

The applicant is responsible for obtaining all licenses and permits required for the event, including any special event permits required by the City and any alcohol licenses.

**PERSONAL PROPERTY:**

The CRA and its agents and staff will not be liable for any property of the applicant or the applicant's event sponsors, vendors or guests if such property is damaged, misplaced, or stolen.

**PETS:**

No pets are allowed in the Arts Warehouse, except service animals.

**PLUMBING:**

Any damage resulting from misuse of such plumbing fixtures shall be the responsibility of the tenant/lessee. Water shall not be left running in the sinks. Report all plumbing defects to the Arts Warehouse onsite staff immediately, and shall be responsible for the costs to repair all damages resulting from his/her negligence.

**POLITICAL ACTIVITIES:**

Political fundraisers and distribution of candidate or other political literature is prohibited.

**PROGRAMMING FOR PUBLIC EVENTS:**

Educational programming for concerts and other events open to the general public is limited to the following areas: music; film; theater; dance; public art; and, arts education.

**RECURRING EVENTS:**

The Arts Warehouse may be rented for recurring events, such as a dance, acting, music or other type of performing arts class, subject to prior written approval of the Arts Warehouse. Fees for such rentals are included in the Arts Warehouse fee schedule. Recurring events may be moved without notice to another meeting space at the Arts Warehouse at the discretion of the Arts Warehouse.

**SMOKING:**

In compliance with the Florida Clean Indoor Act, section 386.201, Florida Statutes, the City does not permit smoking within City or CRA-owned and operated buildings. SMOKING IS PROHIBITED in the Arts Warehouse and its adjacent facilities, including the courtyard and all parking areas.

**SUPERVISION:**

All children under the age of 16 must be supervised by an adult during the time in which they are at the Arts Warehouse. The applicant shall be responsible for ensuring that the applicant's vendors and guests comply with the rules and regulations governing use of the Arts Warehouse. Any vendor or guest determined to be non-compliant is subject to removal from the event.

**STUDIO USAGE:**

15. Painting of doors is not permitted. Each studio door will be solid wood with an adjacent window. The window must remain clear and free of anything. Clear glass enables the public to view an artist's work, thus encouraging interest and sales.
16. A community bulletin board shall post any/all information pertaining to individual Artists. Information concerning The Arts Warehouse will also be posted on this board.
17. Furniture, including, but not limited to tables, pedestals, chairs, shelves and vases shall not be placed in hallways, or in any communal space without the prior written approval of the Arts Warehouse.
18. No floor cloths or mats will be permitted in any hallways or common areas.
19. All music devices must be kept at a low volume.
20. The spraying of any volatile substances is prohibited indoors. An outdoor space is provided outside at the back of the building. The artist is responsible for the proper care and disposal of any and all materials, including but not limited to hazardous materials. Without in any way limiting the generality of the foregoing: (i) spray paint, fixatives and lacquers are not allowed in enclosed spaces, and if used, must be used outdoors and in locations which will not affect the person or property of others; (ii) odorless turpentine A/K/A Turpenoid is required; (iii) painting rags shall not pile up; and (iv) proper safety precautions shall be followed with any hazardous materials.
21. Alcohol is prohibited, with the exception of events sponsored by The Arts Warehouse and the CRA.
22. Any and all plans for renovations and alterations to studio spaces require the prior written approval of the Arts Warehouse. Any work done without proper approval will be subject to immediate removal at the Artist's expense.

23. Each Artist will receive a keycard to the building and key to their studios. An alarm code will also be provided. If keys need to be replaced, a \$50.00 fee will be charged for each. Living in any studio or any portion of the Arts Warehouse is prohibited.
24. Cooking in studios is prohibited.
25. No shipping crates or other debris shall be placed in hallways.
26. No janitorial services are provided by the Arts Warehouse inside artists' studios.

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**FEES**

Rental of the Arts Warehouse facilities and equipment is subject to fees for the facility, equipment, onsite staff services, and security. The fee schedule is approved by resolution of the CRA from time to time and is available at the Arts Warehouse.

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**ARTS WAREHOUSE FACILITY FEE SCHEDULE**

Arts Warehouse	Rate Category				
	Delray Beach Residents/Non-Profits	Commercial/ Corporate/Non-Residents	Delray Beach Residents/Non-Profits where monetary profit to the organization or to any person is expected	Commercial/ Corporate/Non Residents where monetary profit to the organization or	Security Deposits
Rental Application (non-refundable)	\$25	\$50	\$50	\$50	
Main Gallery Hourly Rate, Mon-Thur (min of 2 hour)	\$50	\$60	\$70	\$80	\$500
Main Gallery Hourly Rate, Friday - Sunday, & Holidays (min of 2	\$80	\$90	\$100	\$120	\$500
Large Mixed Use Space Hourly Rate, Mon-Thur (min of 2 hour)**	\$110	\$115	\$125	\$150	\$500
Large Mixed Use Space Hourly Rate, Friday - Sunday & Holidays (min of 2 hours)**	\$125	\$150	\$175	\$200	\$500
Main Floor Classroom Space Rate, Mon-Thur (min of 2 hour)	\$40	\$50	\$60	\$70	\$50
Main Floor Classroom Space Hourly Rate, Friday - Sunday, & Holidays (min of 2 hours)	\$70	\$80	\$90	\$110	\$50
Main Floor Makerspace Space Rate, Mon- Thur (min of 2 hour)	\$40	\$50	\$60	\$70	\$100
Main Floor Makerspace Hourly Rate, Friday - Sunday, & Holidays (min of 2 hours)	\$70	\$80	\$90	\$110	\$100
Main Floor Professional Space Rate, Mon - Thur (min of 2 hour)	\$40	\$50	\$60	\$70	\$50
Main Floor Professional Space Hourly Rate, Friday - Sunday, & Holidays (min of 2 hours)	\$70	\$80	\$90	\$110	\$50
Kitchen Rate, Mon-Thur (min of 2 hour) ** Fee is waived if large mixed use space is rented, requested and not already booked	\$30	\$30	\$30	\$30	\$100
Kitchen Hourly Rate, Sunday-Monday, & Holidays (min of 2 hours) ** Fee is waived if large mixed use space is rented, requested and not already booked	\$40	\$40	\$40	\$40	\$100
<b>Additional Fees</b>					
Staff assistance w/setup & breakdown only; Up to 2 people	\$25 per person per/hour	\$25 per person per/hour	\$25 per person per/hour	\$25 per person per/hour	
Afterhours/Holiday Staffing; Min. 2 people required; Number of Staff is determined by Arts Warehouse Staff	\$20 per person per/hour	\$20 per person per/hour	\$20 per person per/hour	\$20 per person per/hour	
<b>Equipment Rental</b>	TBD				
Projector					
Tables					
Chairs					

Note: Non-profit organizations must present IRS Determination letter and Delray Beach residents must provide proof of residency.  
 All items must be out of The Arts Warehouse at the conclusion of the event. The CRA will charge the applicant for every hour that the items remain at facility.

**APPLICATION**

This application is the initial step in reserving space at the Arts Warehouse. Requests will be reviewed in the order in which they are received by the Arts Warehouse. The contact person named in the application will be notified of approval or denial. Completing and submitting this application does not confirm or reserve any dates. Please type or print legibly. Failure to complete any of this form will delay confirmation of your reservation. This application must be received at least thirty (30) days in advance of your event and no

longer than six (6) months from the event date, along with the non-refundable fifty dollars (\$50.00) application fee.

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**CONTACT INFORMATION**

**APPLICATION  
CONTACT INFORMATION**

Please select which applies:  
Resident of Delray Beach: \_\_\_\_\_ Non-resident: \_\_\_\_\_  
Not for profit Organization: \_\_\_\_\_ For Profit organization: \_\_\_\_\_

Applicant: \_\_\_\_\_  
**Resident/Non-Resident/Organization/Corporation**

Applicant Name: \_\_\_\_\_  
**Responsible Party**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_  
Co-Applicant: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

Onsite coordinator who will be responsible for pre and post walk-through who will be present all times during setup, breakdown and actual event and is responsible for the actions of all guests, vendors and agents:

Contact: \_\_\_\_\_  
**Onsite Coordinator or Representative**

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

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**EVENT INFORMATION**

Will this be a Political Event? \_\_\_\_\_ Yes/No  
*(Political fundraisers and distribution of candidate or other political literature is prohibited)*

Please check which best describes your event:  
Party: \_\_\_\_\_ Wedding: \_\_\_\_\_ Banquet: \_\_\_\_\_ Meeting/Seminar: \_\_\_\_\_  
Arts/Cultural Classes: \_\_\_\_\_ Other: \_\_\_\_\_

If classes or other, please describe: \_\_\_\_\_  
Event to be listed as: \_\_\_\_\_

**REQUESTED DATES:**

First Choice

Event begins on: \_\_\_\_\_

**Day**

**Date**

Event ends on:

Event ends on: \_\_\_\_\_

**Day**

**Date**

Second Choice

Event begins on: \_\_\_\_\_

**Day**

**Date**

Event ends on:

Event ends on: \_\_\_\_\_

**Day**

**Date**

What time will your event start? \_\_\_\_\_ *AM / PM*

What time will your event end? \_\_\_\_\_ *AM / PM*

What time will you need access to for setup? \_\_\_\_\_ *AM / PM*

What time will your breakdown and clean-up end? \_\_\_\_\_ *AM / PM*

What is your anticipated attendance? \_\_\_\_\_

**ADDITIONAL INFORMATION**

Will alcohol be served at your event? YES/NO

If yes, State and local laws apply with regards to alcohol consumption.

Will alcohol be sold at your event? YES/NO

If yes, State and local laws apply with regards to alcohol consumption. The sale of alcohol must be permitted and sold by licensed vendors and proper documentation must be provided to the City at least 30 days in advance of the event.

Will food be served at your event? YES/NO

Will food be sold at your event? YES/NO

Will you be charging admission or selling tickets to your event? YES/NO

Will there be any rental equipment at your event? YES/NO

Will there be A/V or other electronic equipment at your event? YES/NO

Will there be live entertainment at your event? YES/NO

Will there be decorations other than free standing or tabletop? YES/NO

- If alcohol is sold at your event, proper documentation and licenses must be provided to the Arts Warehouse least 60 days in advance of your event.
- If any rental equipment is brought into your event, a floor plan must be provided to the Arts Warehouse for approval at least 45 days in advance of your event.
- Excluding table top décor, all other decoration must be detailed in a floor plan for approval by the Arts Warehouse at least 45 days prior to your event.

The name and telephone number of all vendors and agents associated with your event (i.e. rental company, valet service, caterer, band etc.) must be provided to the Arts Warehouse at least 60 days in advance of your event, along with any required licenses, permits, etc.

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## FACILITIES USE AGREEMENT

**Applicant has received and read this Application and Facilities Use Agreement, and the included event guidelines and the rules and regulations for use of the Arts Warehouse; Applicant understands and agrees to all the terms and conditions for use of the Arts Warehouse; Applicant is aware that if any of these rules and regulations is violated, Applicant will be charged accordingly and such violations will be strictly enforced. Applicant understands and agrees that Applicant shall be and will remain solely and fully responsible for compliance with all the terms and conditions of this Application and Facilities Use Agreement, and that Applicant shall be solely and fully liable for any breaches or violations thereof, regardless of the actual source of the payment of any fee or charge required for the use of the Arts Warehouse as provided herein. If Applicant is signing on behalf of Applicant's organization or corporation, Applicant also represents that Applicant is authorized to sign the application on**

**behalf of the organization or corporation and that Applicant's signature will bind the organization or corporation.**

**In consideration of the opportunity afforded the Applicant to use the Arts Warehouse for the event described in this Application and Facilities Use Agreement, the Applicant does freely agree to make the following contractual representations and agreements.**



Approved: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DRAFT



**DELRAY BEACH** CRA  
COMMUNITY REDEVELOPMENT AGENCY

**Performance  
Agreement**

**AGREEMENT FOR PERFORMANCE SERVICES**

THIS AGREEMENT dated the \_\_\_ day of \_\_\_\_\_, 2017, (the "Agreement") by and between the **CRA** a Florida Government Agency, doing business as the Arts Warehouse, with an address of 313 NE 3rd Street, Delray Beach, Florida 33444, hereinafter "ARTS WAREHOUSE", and \_\_\_\_\_ with a business address of \_\_\_\_\_, hereinafter "ARTIST."

**WITNESSETH**

WHEREAS, ARTS WARHOUSE desires to engage ARTIST to provide performance services for ARTS WAREHOUSE; and

WHEREAS, ARTIST desires to provide performance services for ARTS WAREHOUSE.

NOW THEREFORE, in consideration for the mutual representations, warranties, promises and agreements of the parties herein, and subject thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Engagement: THE ARTS WAREHOUSE hereby engages ARTIST to provide performance services for Event (name of event) \_\_\_\_\_ on (date) \_\_\_\_\_ the details of which are contained in Paragraph 2 of this Agreement.
2. Scope of Work ARTIST agrees to provide music for the performances on the date indicated herein for the duration time shown below. ARTIST agrees to provide performance services as necessary, or requested, by ARTS WARHOUSE at the business address of ARTS WARHOUSE or such other venue as identified by ARTS WARHOUSE in its sole discretion, and agrees to render such services to the full limit of ARTIST's ability, and further agrees to promptly, faithfully and conscientiously comply with all requirements, directions, requests, rules, and regulations made by ARTS WARHOUSE during the term of this engagement. This is a non-continuous performance event.

Services shall include but not be limited to such equipment as is necessary for ARTIST to fulfill its obligations under this agreement such as musical instruments and sound equipment for the performance. Services shall be provided by ARTIST pursuant to the following:

Event Date: \_\_\_\_\_

Location: The Arts Warehouse  
313 NE 3rd Street, Delray Beach, Florida, 33444  
(or such other venue as determined by ARTS WARHOUSE)

Time: \_\_\_\_\_

Contact: Jill Brown, Manager

Phone: (561) 276-8640

3. Audio Level: ARTIST will determine the appropriate sound level for the Event (and each successive performance thereof if a multi-day Event) depending on the type of performance, location and goals of ARTS WARHOUSE. ARTIST will take final direction from an authorized representative of ARTS WARHOUSE regarding the sound level.
4. Sound and Set-Up: ARTS WARHOUSE shall provide ARTIST and their designated representatives' sufficient access to the Event locations, within the time frames indicated in Paragraph 6 below, for the purpose of setting up and testing the sound equipment.
5. Equipment: All equipment supplied by ARTIST to THE ARTS WAREHOUSE for its use during the Event shall remain the sole property of ARTIST and is to be returned to ARTIST upon completion of the Event. ARTIST shall remain solely responsible for the security of any personal property stored and/or displayed at the location and ARTS WARHOUSE hereby disclaims any responsibility therefor. ARTS WARHOUSE may, but shall not be required to provide, an alarm security system for after-hours monitoring of the location, solely for the benefit of the ARTS WARHOUSE. ARTIST hereby agrees to not rely upon ARTS WARHOUSE for the activation, effectiveness or sufficiency of such alarm system and no additional duty is undertaken or liability assumed by ARTS WARHOUSE in providing same.
6. Event Timeline: The Event schedule is shown below and includes approximate times for set up and dismantling of equipment.

\_\_\_\_\_ Equipment Set-up Time

\_\_\_\_\_ Performance (Same location)

\_\_\_\_\_ Equipment Removal Time

7. Compensation The parties hereby agree that ARTIST shall be entitled to the following fee for the Event: \_\_\_\_\_ (the "Performance Fee"). ARTIST agrees to not seek any further compensation from ARTS WARHOUSE, its officials, agents, employees, vendors or owners beyond the Performance Fee. ARTS WARHOUSE shall provide ARTIST with a full accounting within fifteen (15) business days

after the conclusion of the Event and pay the Performance Fee to ARTIST within ten (10) business days thereafter. ARTS WARHOUSE makes no guarantees or warranties relating to the value or amount of any Performance Fee. ARTIST assumes all risk with regard to payment of ARTIST Expenses.

*Reserved dates will not be booked (guaranteed) until a signed contract has been received. Only upon receipt of ARTS WARHOUSE'S executed contract shall this Agreement be considered binding.*

8. Independent Contractor: This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the ARTIST is an independent contractor under this Agreement and not an employee of ARTS WARHOUSE, the Delray Beach Community Redevelopment Agency, or the City of Delray Beach, for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The ARTIST shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ARTIST's activities and responsibilities hereunder. The ARTIST agrees that it is a separate and independent enterprise from ARTS WARHOUSE, the CRA and the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the ARTIST and ARTS WARHOUSE, the Delray Beach Community Redevelopment Agency, or the City. Neither the ARTS WARHOUSE, the Delray Beach Community Redevelopment Agency, nor the City shall be liable for any obligation incurred by ARTIST, including but not limited to unpaid minimum wages or overtime premiums.
9. Insurance: ARTS WARHOUSE warrants and represents that they have, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of ARTS WARHOUSE, its agents, employees, contractors and officials at the Event. ARTIST warrants and represents that they have, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of ARTISTS and its agents, employees, contractors and officials at the Event.
10. Use of Marketing/Promotional materials: The ARTIST hereby agrees and consents to the use of their photograph, recording, and likeness, for ARTS WARHOUSE use in association

with the performance services provided pursuant to this Agreement for promotional purposes in all media, including, but not limited to print, radio and social media, without need of payment of royalty or obtaining further permissions or approvals.

11. Termination: This Agreement may be terminated by either party for cause, or by ARTS WARHOUSE for convenience, upon seven (7) days written notice by ARTS WARHOUSE to ARTIST. If ARTS WARHOUSE terminates this Agreement seven (7) days or more prior to the Event, ARTS WARHOUSE shall be entitled to a return of any cost advance, deposit or pre-paid Performance Fee (the "Deposit") provided to ARTIST pursuant to this Agreement. If ARTS WARHOUSE terminates this Agreement less than seven (7) days prior to the scheduled performance, the ARTIST shall be entitled to retain the Deposit as full and complete consideration. ARTS WARHOUSE shall not be responsible for any additional fees. In the Event that the ARTIST abandons this Agreement or causes it to be terminated, the ARTIST shall pay ARTS WARHOUSE the an amount equal to the Deposit as liquidated damages, to the extent damages to ARTS WARHOUSE cannot be calculated within a reasonable certainty, and further agrees to indemnify ARTS WARHOUSE against any loss pertaining to this termination up to a maximum of the full contracted fee amount.
  
12. Force Majeure: The obligations of the Parties shall be excused by, accident, riot, strike, epidemic, act of God, any law, order, regulation, direction of any government organization or agency; natural emergency, war, terrorist attacks, computer viruses, fire; flood, or natural catastrophes, acts of government, highway authorities, telecommunication network operators or any regulatory authorities, interruption of or inability to obtain supplies or services from third parties, including power failures. Neither Party shall be deemed to be liable for indirect, special or consequential damages arising from any breach of this Agreement except as otherwise set forth in this Agreement. Neither party shall be deemed to be in breach of the contract or otherwise be liable to the other party for anything that arises due to the occurrence of force majeure if, due to death, sudden incapacitating illness, accident or other unforeseeable circumstances and/or acts of God, ARTIST, is unable to perform as contracted, every effort will be made by ARTIST (if so notified and if time and circumstances permit) to provide substitute performance services subject to approval by ARTS WARHOUSE to perform in place ARTIST, at the same fee and terms. If no acceptable substitute act can be found, ARTIST agrees to refund any and all Deposits made by ARTS WARHOUSE. Upon such refund, this contract shall become null & void, and ARTS WARHOUSE shall have no further legal recourse against the ARTIST.

13. Hold Harmless: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARTIST, for itself and all of its officers, directors, shareholders, agents, servants, employees, representatives, predecessors, successors, subsidiaries, affiliates, businesses, divisions, attorneys, insurance carriers, and all of their respective successors and assigns (collectively, the "Releasing Parties"), does hereby fully, forever, irrevocably and unconditionally, release, acquit, discharge and hold harmless ARTS WARHOUSE, the City of Delray Beach, and the Delray Beach Community Redevelopment Agency, and all of its respective officers, directors, shareholders, agents, servants, employees, representatives, predecessors, successors, parents, subsidiaries, affiliates, businesses, divisions, attorneys, insurance carriers, and all of their successors and assigns (collectively, the "Released Parties"), of and from any and all claims, charges, complaints, debts, demands, causes of action, liability, expenses and damages, and any and all other claims of every kind and character which the Releasing Party now has or at any time heretofore may have had, existing as of the date of the execution of this Agreement in any manner, directly or indirectly, seen or unseen, known or unknown, contingent or fixed, asserted or unasserted, for, upon or by reason of any matter, cause or thing whatsoever, including but not limited to the matters which were raised or could have been raised as a result of the ARTIST's performance and/or display at an Event. Except as expressly set forth herein, it is understood and agreed that the execution of this release is not based upon any representations or statements of any kind by the Released Parties; and that this release supersedes any written or oral agreements, understandings or communications concerning the subject matter hereto. In no instance shall this release be deemed to release either party from its obligations under this Agreement.
14. Indemnification: ARTIST further agrees to defend and indemnify ARTS WARHOUSE, City of Delray Beach, and the Delray Beach Community Redevelopment Agency, and all of its respective officers, directors, shareholders, agents, servants, employees, representatives, predecessors, successors, parents, subsidiaries, affiliates, businesses, divisions, attorneys, insurance carriers, and all of their successors and assigns (collectively, the "Indemnified Parties") from any and all action brought against the Indemnified Parties as a result of any loss, damage, injury, or death caused by ARTIST or its respective officers, directors, shareholders, agents, servants, employees, representatives, predecessors, successors, parents, subsidiaries, affiliates, businesses, divisions, attorneys, insurance carriers, and all of their successors and assigns as a result of the Event.
15. Waiver or Modification: No purported waiver by any party of any default by the other party of any term or provision contained herein shall be deemed to be a waiver of such

term or provision unless the waiver is in writing and signed by such other party. No such waiver shall in any instance be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.

16. Entire Agreement and Modification: This Agreement sets forth the entire understanding of the parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein. No alteration, amendment, change, modification or addition to this Agreement shall be binding upon any party unless in writing and signed by the party to be charged.
17. Successors: Each and all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any rights herein granted nor duties herein imposed may be assigned, transferred or encumbered by either party.
18. Captions: The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of the provisions of this Agreement.
19. Applicable Law and Venue: This Agreement shall be construed and governed under and by the laws of the State of Florida. The parties hereby agree that, except for third party actions, any dispute between the parties arising out of or relating to this Agreement shall be filed and heard in the appropriate state court located in Palm Beach County, Florida.
20. Attorneys' Fees: In the instance any litigation (including appeals therefrom), mediation, arbitration, or controversy between the parties hereto arises out of or relates to this Agreement or the releases herein provided, the prevailing party in such litigation, mediation, arbitration or controversy shall be entitled to recover from the other party all reasonable attorneys' fees, including appellate attorneys' fees, expenses and suit costs, including those associated with any appellate proceedings or any post-judgment collection proceedings.
21. Severability. In the instance that one or more provisions of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, then the remainder of

the Agreement shall not be affected thereby and shall continue to be valid and enforceable.

22. Approvals: ARTS WARHOUSE is responsible to obtain all necessary permits or approvals from the applicable government agency.

23. Notices: Any notices or communication to be given to either party shall be in writing and shall be sent by facsimile, registered mail or by e-mail as follows:

ARTIST

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Address	City	State	Zip
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Telephone	Email
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EIN/SS

ARTS WARHOUSE  
c/o Jill Brown, Manager  
313 NE 3<sup>rd</sup> Street  
Delray Beach, FL 33444  
Telephone: (561) 276-8640  
brownji@mydelraybeach.com

24. Conformance with the Law: Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of the Agreement and any material statute, law ordinance, or regulation contrary to which the parties have no legal right to contract, then the latter shall prevail, and in such instance the provision of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

25. Counterparts: This Agreement may be executed in one or more counterparts which when taken together shall constitute one agreement.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

ARTS WARHOUSE:

BY: \_\_\_\_\_  
Board or Executive Director  
CRA DBA ARTS WARHOUSE

ARTIST:

BY: \_\_\_\_\_

Print Name \_\_\_\_\_

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