

BY THIS ARTIST RESIDENCY AGREEMENT, made and entered into as of _____, 2022 among **Punch Projects, Punch Collective and Howard Barlow** (“Owner”), and _____ (“Artist”). Pursuant to this agreement Owner shall allow the Artist to use a furnished 2nd story apartment located at 10630 N Thorp Hwy, Thorp, WA, (the “Premises”) for the Gallery One/Punch Visiting Artist Program, subject to the conditions and terms specified in this Agreement.

1. **Mission.** The Owner wishes to provide housing and an inspirational experience for Artists to stimulate their artistic pursuit, create opportunities to interact with our creative community and to learn about central Washington. The purpose of this program is to introduce central Washington to new and diverse perspectives, enrich our community through dialogue, and to create deeper, more meaningful connections with each other through art.

2. **Use.** The Artist shall have rent-free use of the upstairs apartment (Premises) starting _____, 2022 and ending _____, 2022. This agreement can be terminated at any time by the Owner or the Artist if either party fails to comply with the conditions of this Agreement. Upon written email Notice of Termination during occupancy, the Artist must vacate the Premises within 24 hours. The Owner shall have no liability to cover any expenses, cost, or other compensation for loss of use to the Artist in case of termination of use or change in dates of use.

3. **Use of Premises.** The Artist acknowledges that the ground floor of the Premises is a multi-use space that will be utilized by the Owner as a gallery, studio, and storage during the term of this Agreement. The ground floor bathroom will be shared between the Artist, Punch members, and visitors. The Artist must keep the bathroom tidy and, other than toiletries, personal effects cannot be stored downstairs. Laundry facilities are not available onsite. Artist should be prepared to use a local laundromat. Artist is aware that the gallery will be open to the public Saturdays 12-4pm, and on other occasions for special events. Artist is encouraged to open the upstairs Premises to the public during these times. The Artist shall comply with all the laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises during the term of this Agreement. It is encouraged that the Artist utilize the studio space provided at Gallery One for the creation of art.

4. **Number of Occupants.** The Artist understands that use of the Premises is primarily intended to support the creative pursuits of the Artist. The Artist shall be allowed to share the Premises during the Residency Period with a spouse or partner with the Owner’s prior consent. Children cannot be accommodated at the Residence.

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

6. **Alterations or Improvements.** The Artist shall make no alterations to the building on the Premises, construct, or make other improvements on the Premises. All alterations, changes,

and improvements built, constructed, or placed on the Premises by the Artist shall, unless otherwise provided by written agreement between the Owner and the Artist, be the property of the Owner and remain on the Premises at the expiration or sooner termination of this Agreement.

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

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

9. Waiver of Liability. To the maximum amount permitted under the law, the Artist hereby waives any liability of the Owner for property damage or loss (through theft or otherwise) to any person, the Artist, or a visitor, or invitee of the Artist has on the Premises or for any personal injury occurring on the Premises to the Artist, or a visitor, or invitee of the Artist. Artist is aware the Premise is a historic building.

10. Maintenance. The Artist will keep and maintain the upstairs Premises in good and sanitary condition during the term of the Agreement. The Owner will maintain all other part of the Premises.

11. Animals. As allowed by law, the Artist may not bring any pets on the Premises.

12. Clean Use. The Artist agrees not to smoke on the Premises. Smoking is allowable outside. All ignited materials must be disposed of carefully and properly by the Artist as to not create a hazardous situation. The Artist agrees not to have or use any illicit drugs except over-the-counter drugs or pursuant to a drug prescription. The Artist agrees to limit any alcohol consumption to reasonable amounts that will not impair judgement or motor skills.

13. Right of Inspection. The Owner and its agents shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of inspecting the Premises and all improvements thereon. 24 hour written notice will be given by email or text to the Artist, except in the case of an emergency where the possibility of imminent danger to the Artist or Premises exists.

14. Surrender of Premises. At the expiration of the term or upon termination of this Agreement by the Artist for any reason or by the Owner in case of default, the Artist shall quit and surrender the Premises herein described in as good state and condition as they were at the commencement of this Agreement, reasonable use, and wear thereof and damages by the elements excepted. In addition, the Artist shall, at the expiration of the term, remove all the Artist's personal belongings and property from the Premises. Any personal belongings or property left in the premises for three days after expiration of the term or termination of the Agreement will be deemed abandoned and the Owner may dispose of such items.

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

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

17. **Entire Agreement.** This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

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

(Artist)

(Owner – Howard Barlow)

(Owner – Justin Beckman)