

**EXHIBIT B**  
**TERMS AND CONDITIONS OF**  
**CUBBERLEY ARTIST STUDIO PROGRAM GUIDELINES**

**A. LEASE SUMMARY**

City will lease studio space to artists on an annual basis. The initial term of a lease is one year and may be extended upon mutual written agreement for up to four years total for one residency. An artist, once he/she is (or they are) selected to lease space at Cubberley, will not be re-evaluated under CASP during an artist's first CASP residency; provided, however, City reserves the right to modify this Cubberley Artist Studio Program ("CASP") policy upon notice to artists. An artist (or an artist's group) will be required to demonstrate annually to City, acting by a CSD staff member, that he/she is meeting CASP requirements and rules and regulations, complying with the Provisions, and otherwise maintaining the eligibility standards for continued occupancy. For the purposes of this Exhibit B, "Artist" is the "Lessee" otherwise referred to in this Lease.

**B. ARTIST'S RESPONSIBILITIES**

- **Regular use of studio space.** Artist agrees to maximize the frequency of use of the studio.
- **Service.** Artist shall organize/co-organize at least 2 individual/collaborative artist events per calendar year. Service shall be focused on supporting the goals and objectives of CASP. Artist will submit an annual proposal to meet the service requirement and report progress continuously to City Staff.
- **CASP Events.** Artist will participate in all CASP Events including Winter Open Studios, Cubberley Community Day, Community Exhibition curated by CASP artists, Meet the Artists event.
- **Artwork Donation.** Artist will donate one of his/her artworks during their first four years of this Lease (if extended to that length) to City's Public Art Program. The donation is subject to the approval of the Public Art Commission and, upon acceptance, will be deemed a gift made under terms and conditions established by City. Each Artist shall propose a donation to City by not later than during the first quarter of the fourth year of the Lease. The process for accepting donations will involve a 14-day advance notice, a choice of at least 3 works, and the Public Art Commission's approval.
- **General Participation.** Artist will be expected to participate in artists' community meetings.
- **Communications.** The CASP website and all social media platforms shall be overseen and administered by City-authorized content producers. Artist shall not administer and/or moderate any media channels on behalf of CASP. Artist may promote himself/herself as an artist in residence on a personal website and social media, provided Artist respects any and all copyrights, privacy of others, fair use, financial disclosure, and other applicable laws relating to the artwork of others.

- **Be a good neighbor.** Artist shall be a good neighbor with fellow artists, the community, and City. This shall include, without limitation, respectful communication, responsiveness to the needs of the diverse Cubberley community of artists and other groups, and City, including CSD staff.
- **Annual Review.** Participation in an annual review process will be conducted by City staff. This annual review will include a written statement from Artist annually, on or before a date identified by City staff, that outlines Artist's productivity, plans for the Extension Term in question, documentation of community service, exhibition activity and program participation, as more fully detailed in Section F. below. This written statement will be reviewed at least once each year by a CSD staff member, but the staff's failure to review shall not constitute a default under this Lease. Artist's failure to submit the statement by the stated deadline may be a ground on which City may early terminate this Lease.

**NOTE:** Artist's failure to fulfill any of the responsibilities described in this Section B. (Artist's Responsibilities) may be a ground on which City may early terminate this Lease, as provided in Section 2. City's preliminary determination of Artist's failure to fulfill any responsibility may be made by a CSD staff member, who shall issue the determination, in writing. Artist may petition the Director, Community Services Department, for a review of the CSD staff member's determination; the Director's decision shall be final.

**C. NOTE KEY LEASE REQUIREMENTS (This summary is provided for convenience only and any conflict shall be resolved in favor of the terms of the Lease).**

- **Insurance:** Artist must maintain liability insurance coverage in accordance the terms of this Lease, including Exhibit D.
- **Taxes:** Artist shall pay any and all taxes levied upon Artist in accordance with Section 6 (Taxes) of this Lease.
- **Uses:** The Premises shall be used as the sole studio space for the Artist (or Artists' group) and used for the purposes described in Section 2 of this Lease, including creation and production of original artwork and related activities that are aligned with the CASP Mission, Vision and Program Goals.
- **No Secondary Studio:** Space provided under CASP is intended for artists who would not otherwise have regular studio access. Artist, who maintains or intends to maintain a second studio, including a home studio, regardless of the purpose of its use, will be disqualified from consideration or have their lease terminated as an artist-tenant at Cubberley. Artist shall not be entitled to any claim for damages, whether directly or indirectly caused by such termination.
- **Commercial Uses Prohibited:** The primary use of the studio must be focused on the creation of new art work. While artists may sell their work or offer occasional classes or workshops in their studio, the focus must be on non-commercial use and the creation of original work. Artists shall not use CASP studios for commercial purposes, including primarily fee-based classes and events. The Director, Community Services Department,

shall make the final determination as to whether Lessee has used the Premises in accordance with this Section.

**D. CASP PARTICIPATION REQUIREMENT**

At the end of the term of this Lease, Artist is required to vacate the Premises. Artist may submit another CASP application and apply for consideration in a new round for another selection process, if Artist is eligible to do so under CASP requirements and rules and regulations. Artist may occupy the Premises for a maximum of two (2) consecutive CASP Residency terms, thereafter, Artist must await the passage of six (6) years before Artist may re-apply for participation in CASP and be eligible to rent space under the CASP program.

The duration of the CASP Residency Term will be defined by the City and may be subject to change. The City will notify and fully inform the Artist about the total CASP Residency Term during the CASP application/selection process. Nothing in this Exhibit or this Lease guarantees that the Artist will be allowed to extend this Lease or will be allowed to participate in a second CASP Residency.

**E. LEAVE PROVISION**

Whenever Artist will be continuously absent from the Center for over a one-month period, Artist shall notify the Assistant Director, Community Services Department, in writing, by e-mail and in advance, of the proposed absence. Notwithstanding the leave of absence, Artist as Lessee will be obligated to pay rent in accordance with this Lease.

Whenever Artist's absence will extend for between two (2) and six (6) months, Artist must locate an artist, drawn from City's wait list, or other artist acceptable to City, who subject to City's written approval will temporarily occupy the Premises during Artist's absence. City reserves the right to require Artist to vacate the Premises, if Artist is absent from the Center for more than two (2) months and Artist has failed to propose an artist who is acceptable to City, acting by a CSD staff member responsible for monitoring CASP compliance.

**F. ANNUAL REVIEW:**

In accordance with the Provisions, Artist's continuous occupation of the Premises under this Lease will be subject to City's annual review and evaluation. The evaluation, conducted by a CSD staff member, will consider the following information submitted by Artist concerning the completed Term or Extension Term, as well as plans for the next Extension Term, if any. If Artist demonstrates that he/she has successfully complied with the Provisions, shows work accomplished based on work plans established for the Term or Extension Term in question, and has participated in public outreach/community

service efforts, he/she (or they) will be considered for a lease extension term or a new lease, as applicable. The City will provide to Lessee the document that substantiates the new lease or lease extension. The review and evaluation will require that Artist must submit a written statement that includes the following information:

- An overview of the work accomplished during the year and work plans for the coming year.
- Artist's experience with the Premises, including any specific facility needs.
- Fulfillment of the CASP community service requirement with participation in all annual CASP events, and at least 2 individual/collaborative Artist events per year.
- Any changes in Artist's status regarding studio qualifications.
- The written report shall be sent to the appointed CSD staff.