

**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. 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 four years' participation in CASP; provided, however, City reserves the right to modify this Cubberley Artist Space 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" means "Lessee" under this Lease.

**B. ARTIST'S RESPONSIBILITIES**

- **Regular use of studio space.** Artist agrees to maximize the frequency of use of the studio.
- **Community Service.** Artist shall demonstrate commitment to the CASP Vision and Program Goals by actively contributing to the Community Service Programming and creating or participating in diverse and high caliber community engagement events and activities, on a volunteer basis. Service shall be focused on supporting the goals and objectives of CASP. Artist shall submit an annual proposal outlining their plan to meet the service requirement and an annual report t to City providing a summary of their productivity, contribution to the community service and program participation. Lack of ability to demonstrate fulfillment of the Community Service requirement may have a negative impact on the Artist's application success, should they apply for the second 4-year residency term. Artists are responsible for the following volunteer efforts in 4 categories on an annual basis:

Category 1a:

2 ARTIST EVENTS per year that Artist organizes or co-organizes OR 4-6 EVENTS per year that Artist chooses to assist with

OR

Category 1b: Program Support (approx. 20 hours per year)

Promotion: website, social media, working with Nadya

Coordination / support of CASP OUTREACH EVENTS (design development, outreach, staffing events, etc.)

Specific projects with MakeX or other groups at Cubberley

AND

Category 2: 2 OPEN STUDIOS

Category 3: Attendance and participation in 2-4 CASP OUTREACH EVENTS per year,

including but not limited to the Cubberley Community Day, Biannual Public Alchemy Community Exhibition, Meet the Artists of Cubberley event, etc.

- **Annual Report and Review.** Participation in an annual review process will be conducted by City staff. This annual review will include a written report from Artist submitted on or before a date identified by City staff that outlines Artist's artistic achievements and productivity, contribution to the community service and program participation, exhibition activity, and goals for the following year.
- **Open Studios.** Artist shall participate in a minimum of two Open Studio events and other open events each year. Participation in the annual Silicon Valley Open Studios is encouraged but is on voluntary basis.
- **Artwork Donation.** Artist will donate one of his/her artworks by the end of year two in their first (4-year) residency term to the City's Public Art Program. Artists are asked to select three choices of work that best typifies their style, aesthetics and content interest. 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. Public Art staff will be in contact with each CASP Artist who is due for the donation to discuss the process in details.
- **General Participation.** Artist will be expected to participate in CASP community meetings.
- **Communications policy.** Artist shall comply with CASP's communications policy. The CASP website and all social media platforms shall be overseen and administered by City-authorized content producers. Artist shall agree not to 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 the 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. Artist shall keep the common programming spaces, such as the ArtLab, clean and be responsible for the cleaning immediately following his or her event. Artist shall be responsible for his or her excess trash and in general not be disruptive with loud music or excessive visitors.

**NOTE:** Artist's failure to fulfill any of the responsibilities described at B. 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**

- **Insurance:** Artist must maintain liability insurance coverage in accordance with Section 20 of this Lease and Exhibit D, including coverage of at least \$1,000,000 (Insurance Services Office Commercial General Liability coverage with Comprehensive General, Fire/Legal Liability coverage of at least \$1,000,000 per person and per occurrence). This insurance can be purchased from the City of Palo Alto.
- **Taxes:** Artist shall pay any and all real property taxes in accordance with Section 8 of this Lease.
- **Uses:** The Cubberley studio must be the sole studio space for the artists and used for the primary purpose of creating art as described in Section 2 of this Lease.
- **Prohibited Uses:** Any participating 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 as an artist-tenant at Cubberley. Storage and live/work uses of the studio space are also not allowed. A CASP artist may not use the studio for any unauthorized purpose or to engage in, or permit, any other business activity within or from the studio such as production storing and selling of inventory, or for-profit, fee-based, ongoing classes and events.
- **Permitted Uses:** Artist may use Cubberley studio secondarily for selling his/her (or their) artwork and for fee-based teaching opportunities in accordance with Section 2 of this Lease.
- **Regular use of studio space:** An artist shall maximize the frequency of use of the studio. The Premises shall not be utilized for storage purposes consistent with Section 2 of this Lease.

**D. CASP TERMS**

- At the end of the 4th year of occupancy, the artist-tenant may be required to resign the space, as the lease term expires at such time. The Artist may submit another CASP application and apply for consideration in a new round for another selection process. After the two 4-year terms have expired, artists must wait two terms (8 years) before reapplying.

**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 Cubberley Studio 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 offered a lease extension term or a new lease, as applicable. The Real Property Division manager 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:

- Artistic achievements and creative productivity including new body of work accomplished during the year, exhibition and residence history, teaching or curatorial achievements, awards and publications.
- Artist's alignment with the CASP mission and vision, compliance with the Community Service requirements. An overview of the Artist's contribution to the CASP community service and program participation and impact on communities served.
- Artist's goals for the following year.

The written statement shall be sent to the Assistant Director, CSD, with a copy to the Real Property Division manager.

SECRET