



CREATIVE EXTENSION RESIDENCY PROGRAM - TERMS AND CONDITIONS

Thank you for your interest in applying for the Creative Extension Residency Program through Contemporary Arts Spaces (CASM) and the City of Mandurah, with support from the Department of Creative Industries, Tourism and Sport.

By submitting an application, you, the Artist agrees to the following terms and conditions:

1. DEFINITIONS

Artist means the individual or individuals applying to participate in the exhibition whose name or names appears on the application form.

CASM means the Contemporary Art Spaces Mandurah.

Gallery means the portion of the CASM building titled the 'Gallery' situated at 63 Ormsby Terrace, Mandurah.

Studio means the portion of the CASM building titled the 'Studio' situated at 63 Ormsby Terrace, Mandurah.

City means the City of Mandurah.

City Representative means City of Mandurah staff.

Creative Extension Residency means the overarching name for all three residency programs, Extension Evolve, Extension Emerge and Extension Connect.

Mentor is an established professional practitioner that provides guidance and advice to the Artist.

Force Majeure Event means:

- any occurrence or omission as a direct or indirect result of which the party relying on it is prevented from or delayed in performing any of its obligations (other than a payment obligation) under these Terms and Conditions and that is beyond the reasonable control of that party; or
- an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, lightning, fire, earthquake, storm, flood, drought, disease, pandemic, explosion, industrial action or labour disturbance, currency restriction, embargo, action, inaction or direction by a Government Agency, or a failure of a supplier, public utility or common carrier.



2. APPLICATION

The Artist must be over the age of 18 years. If requested by the City, a copy of photo ID must be provided by the Artist.

To apply for *Extension Emerge*, the artist must be 18 – 25 years old. The applicant must not turn 26 years old prior to the commencement of the residency.

All information on the application form must be true and correct.

3. HIRE FEE

The Studio residency facility hire fee will be waived for the Creative Extension Residency program.

4. CITY OF MANDURAH RESPONSIBILITIES

Throughout the term of the residency period, the City will be responsible for:

4.1. Care of Property and Privacy

The City will take due care to protect the Artist's property and artworks against damage or theft, accidental or otherwise, during the period of the residency including installation and de-installation but does not accept any responsibility for any property damaged or stolen.

The City accepts no responsibility for property damaged in transit to or from the Studio facility.

The City will respect the Artist's privacy throughout the duration of the residency period and will communicate with the Artist regarding individual expectation of visitation and focused working times.

4.2. Staffing and Opening Hours at CASM

The Gallery will be attended by City of Mandurah staff during Gallery opening hours of Wednesday to Sunday 10am to 4pm (during exhibitions) and will direct visitors and public to the Studio where feasible and in conversation with the Artist.

CASM is a *shared space* where non-invasive meetings occur outside of Gallery open hours. The City will notify the Artist if external events are planned to take place during the residency period.

4.3. Staffing and Opening Hours at other City Facilities

If your residency is situated at another City facility such as Dawesville Community Centre, the hire conditions, access requirements and Terms and Conditions for that facility will apply, with the exception of hire fees, which will be waived by the City.

The City will work with the Artist to ensure the hire conditions for the facilities are suitable for the Artist's use, including considerations for other venue hirers and staffing (or lack thereof).

4.4 Professional Development and Mentorship

a. The following is funded through the City and the Department of Creative Industries, Tourism and Sport:

Creative Extension **Evolve** – up to \$5,600 for creative mentorship and professional development workshops.

Creative Extension **Connect** – up to \$1,750 for creative mentorship and professional development workshops.

Creative Extension **Emerge** – up to \$2,900 for creative mentorship and professional development workshops.

City staff will liaise with the Artist to arrange Mentors and suitable professional development opportunities to support the Artist's residency goals and objectives as included in their application.

b. Where the City consults with the Artist to determine appropriate mentorship and professional development opportunities, the City may provide a deadline for the Artist to nominate their preferences. If the Artist fails to meet the deadline, the City will pursue opportunities that meet their interpretation of the Artist's needs.

c. In some cases, professional development opportunities offered to the Artist may be offered to other artists, to maximise the benefit to the local creative community. In such situations, the fee for the delivery of the professional development will be deducted pro rata from the value of the Artist's mentorship allowance.

d. Mentors must be contracted by the City before commencing their mentorship of the Artist.

e. Where the Artist's first choice of Mentors or opportunity is unavailable, the City will endeavour to find a closely aligned alternative.

f. Mentorship must be carried out by an established artist as defined by the National Association for the Visual Arts:

An established artist, craftsperson or designer has reached a high level of achievement in their career, having created a substantial body of work and gained national and international acclaim for their contribution to their discipline and sector.

The market value of an established artist's work is generally very high and may enable them to work at a slower pace and be more selective about what work they do and don't undertake. Their practice and output are likely to be very recognisable and contribute to their prominence in the field.

g. Mentors must not have a close pre-existing relationship with the Artist to avoid any conflict of interest.

4.5 Materials and fees

The following is funded through the City and the Department of Creative Industries, Tourism and Sport:



Creative Extension **Evolve** – up to \$4,867 for materials and fees to create new work for exhibiting at CASM

Creative Extension **Connect** – up to \$2,800 for materials and fees paid to third parties such as Bindjareb Elders and consultants to ensure informed, safe cultural practice

Creative Extension **Emerge** – up to \$500 for materials to create new work

4.6 Communication

The City will communicate with the Artist at their earliest convenience regarding all matters pertaining to the Studio Residency program, including:

- public engagement and Studio visitation;
- additional events;
- facility-related issues including Work Health and Safety concerns;
- changes to the Creative Extension Residency program (to be provided in writing with a minimum of two weeks' notice)

4.7 Marketing and Community Engagement

The City will promote the Artist and their work positively through its communication channels, including but not limited to social media posts and newsletter inclusions.

City staff will facilitate networking and community engagement opportunities for the Artist wherever practicable.

5. ARTIST RESPONSIBILITIES

In addition to the responsibilities outlined in the Studio Use and Premises terms, the Artist is responsible for:

5.1 Care of Property and Privacy

- a. The Artist maintains responsibility for their own property throughout the term of the residency, and during transportation, installation and de-installation.
- b. Due to CASM's use as a shared space, the Artist may be within access to operational and confidential information pertaining to other individuals and City matters. The Artist will respect the privacy and confidentiality of City staff and the public and will not repeat or reveal any information they may become aware of during their residency.

5.2 Communication

The Artist will liaise with the City regarding any of the following relevant information:

- regular visitation periods in which staff may be required to direct the public to the Studio;
- large group visits by public or community;
- facility-related issues including Work Health and Safety concerns;
- prolonged, unplanned absences from the Studio for personal reasons.



5.3 Marketing and Community Engagement

- a. The Artist must provide current information and images of their creative practice, at any time requested by the City, to aid in the promotion of their residency.
- b. The Artist positively promotes their residency experience at all times prior, during and after their residency period, through their own social media and promotional channels.
- c. The Artist agrees for themselves, their Studio and their artwork to be photographed and promoted on City and CASM channels in perpetuity.
- d. The Artist agrees to acknowledge the Department of Creative Industries, Tourism and Sport as per the following:

The WA Government must be acknowledged in all public material developed in relation to the funded project. Acknowledgement must be as follows:

With support from the WA Government; or; Proudly supported by the WA Government.

- e. The Artist agrees to acknowledge the City of Mandurah as follows;

Proudly supported by the City of Mandurah

- f. If the Artist includes logos for either party, the collateral must be sent to the City Representative for approval before distribution or publishing. The City Representative will seek approval from the WA Government for use of their logo.

6. STUDIO USE AND PREMISES

The following terms and conditions relate to the sanctioned, safe use of the Studio space throughout the residency period:

6.1 Access Hours and Security

CASM:

- a. The Artist has access to the CASM Studio from 6am to 10pm daily. The Artist is not permitted to reside or sleep over on the premises.
- b. Access to the Studio will be provided by keys, swipe card, and security procedures, outlined at a CASM Studio Induction held prior to commencement of the residency period. The Artist is not permitted to share keys, swipe card or security procedures with any third party under any circumstances. Loss of Studio or Gallery keys and swipe cards will incur a replacement fee equal to current retail rates.
- c. All exterior doors to the Gallery are to be kept closed and locked outside of CASM opening hours outlined above, including the main entrance door. CCTV cameras are utilised inside and outside of the CASM building for the safety of City staff, the Artist and the premises.
- d. Other facilities:

The relevant access information will be enforced for other facilities used in the course of the residencies, such as Dawesville Community Centre.



6.2 Studio Use

- a. The Studio must be used on average 20 hours per week, unless other arrangements have been agreed to by the City.
- b. The Studio space provided is for the Artist's exclusive use as a practicing artist and for associated engagement activities only. If the Studio is not used regularly or is used for activities as other than as an artist (including storage), the City may terminate the residency.
- c. The Studio may not be used for any activity which may endanger City staff or the premises, or cause nuisance to the public or other users of the facility.
- d. The Artist is not permitted to make any changes to the Studio and its fittings without prior approval from the City.

6.3 Facility Use

- a. In addition to the Studio space, the Artist will have access to kitchens, bathroom and booked workshop spaces, within reason.
- b. The Artist is not permitted to exhibit any placard, poster, sign or other advertisement on any part of the facility without the City's consent.
- c. The Artist is to report any maintenance issues relating to the Studio or facility to City staff.

6.4 Cleanliness and Housekeeping

- a. The Artist is responsible for the cleaning of the Studio space and will be required to keep the area immediately outside and adjacent to the Studio tidy and clear of any materials.
- b. The Artist is responsible for the disposal of Studio rubbish.
- c. While the facility is professionally cleaned on a regular basis, the Artist must be active in ensuring the facility is kept in a tidy and presentable fashion, including keeping the fridge clean, wiping down kitchen benches, emptying the dishwasher and keeping passageways, sinks and building amenities clean.
- d. The Artist must, at any reasonable time, permit City of Mandurah officers to enter and inspect the Studio for the purpose of ascertaining whether the provisions of this Agreement are being met, or to allow maintenance staff into the space.
- e. Contracted cleaners and other maintenance personnel may enter the facility and require access to the Studio at any time. In the case of after-hours maintenance work, it is the Artist's responsibility to make themselves known to contractors to ensure that work is carried out in a safe and reasonable manner.

6.5 Safety

- a. The Artist must complete a formal induction to the facility and be familiar with the security, health and safety and emergency evacuation procedures for the building prior to beginning the residency.



- b. The Artist must report any safety issues pertaining to their residency to City staff immediately via email or phone call.
- c. The Artist is required to carry out safe working practices in the Studio, being mindful to avoid any risk to health or safety. No smoking or drinking alcohol is allowed in any City of Mandurah premises.
- d. The Artist is not to store excessive amounts of dangerous or flammable materials on the premises. Flammable liquids must be stored in the cabinet/shelving provided and used solvents and solvent-soaked material must be stored in self-provided containers and removed from site after use.
- e. The Artist must complete Safety Data Sheets for all hazardous chemicals stored onsite during their residency.
- f. The Artist will adhere to all WA Health and City of Mandurah current COVID-19 requirements and processes.

7. FORCE MAJEURE

7.1 Where the Studio residency program, or parts thereof, are prevented, rendered impossible or unfeasible by reason of Force Majeure or by reason of following a State or Federal State Government direction, the City may cancel or suspend the residency.

7.2 Where the Studio residency program, or parts thereof, are cancelled or suspended under this clause, the parties agree that there shall be no claim in damages by either party and, in the event of cancellation, any obligations under this agreement shall be waived.

8. INSURANCE

8.1 The Artist is required to maintain public liability insurance with a minimum coverage of \$20 million for the duration of the residency, including during transit of the artwork to and from CASM. In exceptional circumstances, a lower coverage may be accepted, subject to prior written approval by the City.

8.2 The Artist is to provide copies of relevant insurance policy documents to the City on request.

8.3 Studio residency activity is risk assessed for insurance requirements on a scale of low to high risk. If residency activity been deemed high risk on initial evaluation, the City will complete a risk assessment process, in conjunction with the Artist, to determine actions required to minimise the risk to audiences and staff.

8.4 The above Public Liability Insurance will be required by the Extension Connect residency Artist, without exception.

8.5 Other insurances may also be required, depending on the nature of the community engagement these Artists undertake, to be discussed and agreed upon prior to confirmation of the residency.

9. ARTIST WARRANTIES AND INDEMNITIES

9.1 The Artist warrants that it holds all intellectual property and copyright to the Visual Arts.

9.2 The Artist indemnifies the City from any amount awarded in favour of a third party by the final judgment of a court of competent jurisdiction in a claim by a third party that use of the Visual Arts by the Artist, infringes intellectual property rights, copyright or moral rights of that party in Australia.

9.3 The Artist further releases and indemnifies the City from all claims, costs, losses (whether direct or indirect) including any interest, injury, death, penalties, legal and other professional fees and expenses awarded against or incurred by the Artist, as a result of their engagement in the Event, or a breach of these Terms and Conditions or any wilful misconduct or a negligent act or omission by the Artist or their authorised personnel or any other person for whose acts or omissions the Artist is vicariously liable.

10. INTELLECTUAL PROPERTY

The Artist grants the City the right to use images of the Artist, artworks or artworks in situ for promotional purposes, however, copyright remains with the Artist.

11. TERMINATION

11.1 The City may terminate the Artist's participation (and close the Artist's Residency Studio) in the Event if:

- (a) the Artist breaches any of their obligations under these Terms and Conditions, and fails to remedy the breach within a reasonable period after receiving written notice from the City; or
- (b) the City reasonably believes that the Artist is unwilling or unable to fulfil their obligations under these Terms and Conditions.

11.2 The Artist will not be entitled to any compensation for loss of potential profits or benefits that may have been earned had their participation in the Event not been terminated.

For further information, please contact the Gallery by telephone (08) 9550 3989 or email: casm@mandurah.wa.gov.au.