



**CITY OF SHORELINE
Call for Artists
Shoreline Art Cottage Residencies 2022**

**Four Residency Periods of Two Months Each
\$1,800 Stipend per Residency
Open to Emerging and Established Artists**

Up to four artist residencies are available at the Shoreline Art Cottage Space located on a bluff overlooking the Salish Sea at Saltwater Park in Shoreline.

For 2022, the Residency's third season, the City's Public Art Program will fund four consecutive arts residencies at the Art Cottage, each with an \$1800 honorarium, for periods of about two-months beginning in April and ending in December. Open to emerging as well as established artists working in a wide variety of media, the Art Cottage Residencies offer artists space and time to experiment and explore the site and its history, its spectacular landscape, and the creative process. There may also be opportunities to work with city or community-based groups (Richmond Beach Neighborhood Association; Community Garden Programs, etc.) during the residencies.

Deadline

Apply by **11:59 pm Pacific Local Time Sunday, February 27, 2022** to artentry@shorelinewa.gov with 2022 Art Cottage Residency Application and your name in the subject line. A list of materials to include follows below.

ELIGIBILITY AND PROGRAM DETAILS

- Artists must be legal residents of the State of Washington and reside in the area during the time of the Art Residency (There are no overnight accommodations onsite);
- The primary goal of eligible artists must be to generate new work, as opposed to continuing unfinished work or re-interpreting existing works;
- Emerging or established artists in any artistic discipline are eligible, including artists working within a contemporary art context such as: experimentation, abstraction, new media, video, photography, poetics, land art, performance, craft-as-fine-art, book arts, collage, street art, encaustic, social justice, social practice, community activation, etc.;
- Artists of color, immigrants, and other underrepresented groups are encouraged to apply;
- Preferred project interests: contemporary art, social practice equity and inclusion projects, immigrant experience, community outreach, race and social justice, and projects exploring aspects of the Salish Sea environment;
- Artists must be able to provide a regular presence at the Art Cottage during regular park hours (dawn to dusk) over the term of the residency. A minimum of 40 hours is required and can be fulfilled during the daytime, evenings, weekends, or a combination thereof;
- Subject to Public Health restrictions, Artists must permit members of the public reasonable access for “drop in” viewing of the creative

process and communicate about their project and the Art Residency, ideally offering hands-on engagement. Highest visitation is likely on summer weekends when the tide is low;

- Artists must participate in a final presentation at the end of the residency period of the work created during the residency. A final statement on the results of the residency is also required prior to final payment;
- Artists residing in the central Puget Sound region during the time of the residency period:

Residency #1: April 4 – June 6,

Residency #2: June 8 – Aug. 7,

Residency #3: Aug. 12 - Oct. 9,

Residency #4: Oct. 12 - Dec. 11;

- Artists are encouraged to donate one of the works produced during the residency to the City's Portable Works Collection (optional);
- Some supplies and materials on site; others provided by Artist;
- Regular hours scheduled for public benefit (most likely weekends or evenings till 9 pm); proposal to include ideas for public engagement;
- Open thematic focus; open media; site provides outdoor access, tidal beach, ample parking, small gallery, kitchen & bathroom;
- Program Goals: Showcase artistic production as a living creative process; introduce new forms of contemporary art to the area; activate the park, the space, and the landscape through artistic intervention;
- Align with Public Art Plan by creating a sense of place, showcasing creative process, providing outreach to community groups. The

Public Art Plan can be reviewed at the following weblink:
<https://www.shorelinewa.gov/home/showpublisheddocument/30225/636469444064700000>

Application Submittal Requirements

- Apply by 11:59 pm Pacific Local Time Sunday February 27, 2022.

Send materials to artentry@shorelinewa.gov

Include “2022 Art Cottage Residency Application” and your name in the subject line (e.g. 2022 Art Cottage Residency Application – Jane Doe).

All of the following should be included in the Residency Application submittal. Failure to provide a complete application package will result in rejection of your application. Please do not cut and paste any of these into the body of your email.

1. Contact Information. Name, Address, Phone, E-mail, website.
If applying as a collaborative group, submit only one application listing all members of the group and the primary contact.
2. Artist Statement of Practice.
A general statement of your work and art practices. If a collaborative group, indicate roles of artist members.
3. Proposal for Artist Residency (maximum of 300 words)

What do you hope to accomplish during your residency, including a target number of works, and how do you envision interacting with any drop-in visitors?

How do you plan to use the studio in the context of your art practice and outside commitments?

How would you facilitate the final presentation in the Art Cottage gallery at the end of the residency?

4. Desired Residency Period. List in order of preference the residency periods.
5. Artist(s) Resume. If a collaborative group, submit up to three (3) resumes.
6. Short Biography (maximum of 300 words per Artist).
If a collaborative group, the biography should include all artist members and indicate history of works as a group, if any.
7. Work Samples (maximum of 7 digital images, file size 3MB).
 - Label files with last name and image number, e.g. "Doe.01"
 - Work samples supporting the residency and completed within the last five years are required; sketches of new work are acceptable as long as accompanied by additional pre-existing work; please label as such and in your description, clarify how the new work fits in with your proposal
 - Each Work Sample submitted shall include the following information:
 - Artist name (all artist members and roles if collaboration)
 - Work Title
 - Size
 - Media
 - Year
 - Suggested Description (50 words or less)
 - Only one artwork per image unless it is an installation view;
 - File size for images should be less than 3 MB each;
 - Work Samples in excess of 3 MB, while not preferred, may be provided via links to a personal website, drop box, or to websites such as Vimeo or YouTube. The provided link must be a direct link to the samples you wish the City to consider.
 - A single pdf with the images and descriptions is helpful but not required

Review Process and Evaluation Criteria

The application review process consists of an online review of submitted materials by a selection panel. The panel, which can be a combination of City residents, fellow artists, and City Staff, will focus on the following:

Evaluation Criteria (specifically scored criteria)

- Strength of artwork in sample (work that is open to a variety of interpretations, shows evidence of practice, training, technical skill, education, cultural tradition); how residency fits in with previous work by artist; relationship between work samples and proposed new work; (10 points)
- Proposal – clarity of scope of work and goals; feasibility; schedule for occupancy of residency; details of public engagement, details of final presentation; (15 points)
- Interest in site – why this space, this park, this city in particular? (reasons the residency could not just occur anywhere); (10 points)

Evaluation Criteria (general)

- The jury seeks a balance of media among the four finalists, ideally selecting a painter, a performance / social justice artist, a sculptor, and (thus, competition among painters is higher than competition between video artists.)
- The panel seeks the best fit for the opportunity
- All things being equal between two candidates, the panel will rely on the following to help inform decisions: Emerging career or established career; equity; under-represented artist, local artist;

For more information about the City of Shoreline and the Public Art Program, as well as samples of previous grantees, visit the City's website at: <http://shorelinewa.gov/art>

About the Shoreline Artists Residency Cottage

Background

In 2018 – 2019, the Shoreline Public Art Program received a grant from 4Culture to remodel the caretaker cottage at Saltwater park into an art gallery and artist residency space. In partnership with Shoreline Parks, Recreation, and Cultural Services and Shoreline Facilities, the work was completed in late 2019.

Contact: David Francis, dfrancis@shorelinewa.gov; 206-801-2661

Additional Details

Location and Amenities:

Shoreline Art Cottage at Richmond Beach Saltwater Park
2021 NW 190th Street, Shoreline, WA

- The Art Cottage provides workspace only. Artists are not permitted to live at the Art Cottage, including periodic overnight stays;
- Access to the Art Cottage is during regular park hours, generally dawn to dusk, seven (7) days a week;
- The Art Cottage contains:
 - Two (2) large workspaces,
 - A kitchen,
 - A full bath,
 - Several small gallery-white rooms with track lighting,
 - A closet-sized (one-seat) black box for video, AND
 - Adjoining garage and large lawn,
- The Art Cottage includes pedestals for exhibition and presentation, basic furnishings (tables/chairs), small art history library, a boom box, and typewriter;
- The Art Cottage does not have a kiln, furnace, or lathe;
- The Art Cottage does not have a sediment trap sink;
- The Art Cottage windows open for ventilation (encaustic or spray best outside on patio);
- The City will cover the cost of utilities and provide solid waste and recycling services to the Art Cottage;
- An internet connection is available through WiFi hotspot.

Transportation:

- The Artist is responsible for providing their own transportation;
- Parking space is adjacent to the Art Cottage with additional parking available in the Park's public parking area;
- Richmond Beach Saltwater Park can be accessed by King County Metro Bus Route 348 from the Northgate Transit Center or via the Rapid Ride E Line along Aurora Avenue, transferring to Route 348 at NE 185th Street.

Stipend and Costs:

- An \$1800.00 stipend per residency period is provided;
- Artists groups are eligible but, the stipend is the same and must be shared amongst the group;
- The stipend can be used towards required materials, housing, meals, and transportation costs;
- The stipend will be divided into two (2) equal payments of \$900. The first payment will be at the beginning of the Art Residency and the final \$900 payment will be at the end of the Art Residency;
- The City will provide no additional budget for materials although some basics may be provided.
- The City will seek to contract with the artist 1-2 months prior to the residency; (within a few weeks for the first slot residency in April). Please review the sample Agreement attached to this Call for Artists well in advance of your residency so that questions can be answered. It is unlikely that the boilerplate text of the Agreement would be changed substantially.
- A current W-9 is required with legal name
- Any visitation is subject to current public health and safety restrictions as well as City policy related to COVID. This will likely include a requirement to wear a mask any time other people are also at the site.
- Artists in residence are required to submit proof of full vaccination (which includes booster shot if eligible) and an Attestation of Vaccination (included below) prior to being on site. Failure to provide these documents prior to the residency period will result in a forfeiture of the residency opportunity.

- The City insures the cottage against perils like fire during the residency; however, the Artist's belongings are not covered by the City, although a large lock-box is provided. The City offers liability related to public visitation, both inside the studio and in outdoor areas used for residency activities, during open studio hours. The artist is encouraged to consider additional coverage for personal property. See Insurance section of sample contract for additional details.

City of Shoreline Public Art Program Support for the Art Residency:

- The City will facilitate information about the Art Residency Program and the participating artists through a variety of means:
 - E-news distribution
 - Shoreline Public Art Facebook promotion
 - City of Shoreline website
 - Local media (Shoreline Area News)
- City Staff will be available for assisting with any issues that may arise during the Art Residency.
- The City will promote the final presentation event at the conclusion of the Art Residency. This event is open to public. During Covid19, formats have included Zoom, Facebook Live, and limited small-group visits with advance sign-ups, etc.
- The City may photograph, document, film, or otherwise publicize the residency for educational and promotional purposes and archiving the residency in the City's Public Art Program's records.

City Expectations for Artist:

The baseline calculation used to determine the stipend assumes that 40 hours spread over a two-month period would equate to a fair wage of \$45 per hour. Artists may exceed this baseline as they see fit; however, the preferred distribution of the 40 hours would be a predetermined set of weekends. Example of meeting the minimum requirement: five, 5-hour weekend days (25 hours) approximately every other weekend (with exact dates specified; four three-hour weekday evenings (12 hours); plus 3 hours for the final presentation public event. Please note that the public will be alerted to the presence of the Artist, welcomed with signs indicating the artist is in, and may take photos or document the artwork in progress.

Artists should ensure a safe environment for drop-in visitation and may post signs warning about mature content if not appropriate for all ages.

The final presentation and related work, including the final written report, are the only “deliverables” required for the Residency; artwork created during the residency shall be on display in the gallery. The minimum number of artworks required to be shared at the final presentation is two (2) and these may be works-in-progress.

The final presentation will be open to the public and the Artist must give a presentation on the artwork created during the residency and allow for a brief question and answer period before transitioning to an informal art reception with City-provided beverages and hors d’oeuvres.

The Artist must grant to the City an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar. The Artist must also provide the City with a short written statement (approximately 500-1,000 words) regarding that artwork for the City’s promotional use. Artist will retain all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the work created during the Shoreline Art Cottage Residency.

Retail sales may be handled between the Artist and the public. The Artist must collect a 10.3% sales tax on all sales. If the Artist’s gross proceeds of sales within the City is less than \$5,000.00, no City of Shoreline Business License will be required. The City will not receive a commission on sales of artwork. However, a donation of one (1) work made during the residency for the City’s Portable Works Collection is appreciated and would assist in promoting the Shoreline Art Cottage Residency program.

The Artist shall be required to enter into an Agreement (contract) with the City of Shoreline setting forth the terms and conditions of the Art Residency, including provisions for returning the Art Cottage to a same or better condition, normal wear and tear excepted, by the final day of the Art Residency. Upon execution of contract, the Artist will be provided a key and an introduction to the space in-person by the City Public Art Coordinator.

About the Cottage

A former caretaker cottage built in the early 1970s, the residency space measures approx. 1200 sq ft. in a two-bedroom house with adjoining garage and large lawn. Located in a popular city park, with ample parking nearby and heavily used walking trails, the site encourages drop-in visits from the public during the residency. The site, *Kekektwsidat*, or place of gathering kinnikinic in Lushootseed (Salish), has been in use for thousands of years. Its bowl-shape today is the result of a former 19th c. gravel quarry and ship dismantlement facility. A bridge over the railroad provides access to the extensive beach, low-tide sand flats, delicate eel grass beds, and a Beach naturalist Program on most weekend low tide dates in the summer.

Amenities include heat, power, Wi-Fi hot spot; a kitchen with fridge and stove; shower and bath; closet-sized (one-seat) black box for video; However at this time there is no kiln, furnace, or lathe, no sediment trap sink, the only tech: a typewriter, several tables, table lamps, chairs, poster and table easels, small art history library. Windows open for ventilation (encaustic or spray likely best outside on patio). The former house has been converted into a series of small gallery-white rooms with track lighting and pedestals.



SAMPLE CONTRACT

2022 Artist Residency No: _____

CITY OF SHORELINE ART COTTAGE RESIDENCY PROGRAM AGREEMENT

This Art Cottage Residency Program Agreement (“Agreement”) is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the “City,” and _____, a freelance artist, hereinafter referred to as the “Artist.”

WHEREAS, the City has established a residency program for emerging and established artists so as to provide artists working in all disciplines with a creative workspace;

WHEREAS, for this residency program, the City is making available the Shoreline Art Cottage at Richmond Beach Saltwater Park (“Art Cottage);

WHEREAS, on _____, 2022, the Artist submitted a proposal for ____Artwork (“Residency Project”) and the City has determined said proposal satisfies the eligibility criteria for the Art Cottage Residency Program;

WHEREAS, the City hereby awards the Artist an Art Cottage Residency for the Residency Project with a residency stipend in the total amount of \$1800.00, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intended to be bound hereby, it is mutually agreed as follows:

A. Use of Art Cottage and Residency Project

1. Artist Responsibilities:

- a. In exchange for residency stipend, the Artist agrees to complete the Residency Project in substantial accordance with the Residency Project outlined in Exhibit A.
- b. The Artist shall have use of the following Art Cottage areas and City-owned property during regular Richmond Beach Saltwater Park hours: Two ((2) large workspaces, kitchen, full bath, gallery-white rooms with track lighting, closet-sized (one-seat) black box for video, adjoining garage and large lawn, parking spaces, pedestals for exhibition and presentation, basic furnishings (tables/chairs), art history library, portable stereo, and typewriter.

- c. The Artist shall provide a regular presence at the Art Cottage during the Residency Term of at least a minimum of forty (40) hours with the majority of these hours during weekend daytime hours.
- d. Subject to public health and safety restrictions in effect during the Residency Term, the Artist shall provide for reasonable public visitation at the Art Cottage for the purpose of observing the Residency Project and shall provide for advisory signs if the artwork being produced is not “family friendly.”
- e. If at any time during the Residency Term the Artist sells artwork or other merchandise at the Art Cottage, including at the final presentation event, the Artist shall be solely responsible for the collection of the applicable retail sales tax and for obtaining a City business license, if required under chapter 5.05 SMC Business Licenses. No commission on these sales shall be due the City.
- f. The Artist may, at the Artist’s sole discretion, make a donation of one (1) artwork made during the Residency Term to the City’s Portable Works Collection.
- g. The Artist shall participate in a public final presentation event at the conclusion of the Residency Term at which artwork created during the Residency Term shall be on display in the Art Cottage gallery as set forth in Exhibit A.
- h. The Artist shall at all times comply with all federal, state and local statutes, rules and ordinances applicable during the Residency Term.
- i. Artist shall not dispose of any chemicals utilized in the Residency Project into the public sewer or stormwater systems unless specifically authorized by the City.
- j. During the Residency Term, the Artist agrees to the following in regards to the Art Cottage. The Artist shall:
 - i. not make any alterations, additions, and/or improvements to the Art Cottage;
 - ii. not utilize the Art Cottage for overnight accommodations or as a domicile at any time;
 - iii. keep the Art Cottage and immediate surrounding area neat, clean, and in a sanitary condition at all times;
 - iv. ensure that the Art Cottage and adjoining garage is properly locked and secure;
 - v. appropriately use and dispose of art supplies in an environmentally sustainable manner; and
 - vi. provide the City with timely notice of any repair or maintenance needs for the Art Cottage.

2. City’s Responsibilities:

- a. The City shall provide the following utilities at no cost to the Artist during the Residency Term: water, sewer, electricity, and solid waste removal. The Artist is solely liable for the cost of internet.
- b. The City shall provide reasonable support to the Artist during the Residency Term for the purposes of addressing any issues that arise in relationship to the Residency Project.
- c. The City shall, at its own cost, promote the Residency Project through its regular means of communication, such as City newsletter and social media, and by providing signage at Richmond Beach Saltwater Park and the Art Cottage.
- d. The City shall, at its own cost, promote, organize, and facilitate the final presentation event.
- e. The City shall provide for reasonable repair and maintenance of the Art Cottage and City-owned personal property as deemed necessary by the City.

B. Residency Stipend.

1. The total stipend for the Residency Project is \$1,800.00.
2. The stipend will be provided in two (2) payments of \$900.00 each. The first payment will be issued within fifteen (15) working days of contract execution with submission of invoice with an address that either matches the address on the W-9 or clearly indicates an alternate address where the check can be sent. The second payment will be issued within five (5) working days after completion of the Residency Term and receipt of Residency Closing Statement.
3. Artist shall complete and return a current W-9 tax form to the City prior to payment of the stipend. Please be sure to use your legal name (same as the name on the W-9); the address on the W-9 must match the address on the invoice.
4. Artist agrees that if additional funds are necessary to complete the Residency Project in excess of the award set forth in this Section, these funds are the sole responsibility of the Artist.

C. Residency Term.

Unless terminated as provided in Section F, the Residency Term begins on the ____ day of ___, 2022 and ends at 11:59 pm Pacific Standard Time on the _____ day of _____ 2022.

D. Publicity Requirements.

1. The Artist shall make a reasonable effort to acknowledge the City's provision of the residency stipend for the Residency Project in all advertisements and publications, including social media webpage postings, produced by the Artist. The Artist may utilize the City's logo and shall include the following language in advertisements and publications related to the Residency Project:

Funding for this Art Project has been provided, in full or in part, by the City of Shoreline's Art Cottage Residency Program.

2. The Artist agrees that the City may provide the public with information regarding the Residency Project, including the amount and purpose of the Residency Project, any photographs provided by the Artist, the Artist's logo, or other information or materials about the Artist and the Artist's activities on the City's website, in the City's newsletters and news releases, or on the City's social media webpages.
3. The Artist further agrees that the City may photograph, document, film, or otherwise publicize the Residency Project for educational and promotional purposes, archiving these in the City's Public Art Program records.

E. Copyright, Visual Artists Rights Act, and Reproduction Rights.

1. The Artist shall retain legal title to all artwork produced during the Residency Project.
2. The Artist shall retain all rights provided to the Artist for the artwork under the Copyright Act of 1976, 17 U.S.C. § 101 et seq. and all rights provided by the federal Visual Artists Rights Act of 1990, 17 USC §106(A)(a).
3. The Artist grants the City and its assigns an irrevocable license to make two-dimensional reproductions of the artwork produced during the Residency Project for non-commercial purposes, including but not limited to, reproductions used in brochures, media publicity, or other similar publications.
4. The City is not responsible for any third party infringement of Artist's rights and is not responsible for protecting the property rights of the Artist.

F. Termination.

1. The Artist may unilaterally rescind this Agreement at any time prior to the commencement of the Residency Project. After commencement, this Agreement may only be terminated as provided herein.
2. Termination for Cause. Either Party shall have the right to terminate this Agreement for the material breach of any term or condition of this Agreement. The non-breaching party shall send written notice requiring the other party to cure the alleged breach within ten (10) calendar days of the written notice. The breaching party is solely responsible for any expenses associated with cure of its non-compliance or failure to perform. If the breaching party fails to cure the alleged breach within the ten (10) days or to obtain written consent from the non-breaching party for a reasonable extension of the cure period, the grant award shall be revoked and this Agreement terminated effective at the end of the ten (10) day cure period without additional notice. If the Artist is the breaching party, failure to cure the default and complete the Residency Project as approved shall bar the Artist from further participation in the City's Art Cottage Residency Program.
3. If the Artist is unavailable to perform the Residency Project, for whatever reason, the City may, at its option, cancel this Agreement immediately with no liability for any cost or expense.

G. Hold Harmless

1. The Artist shall defend, indemnify and hold the City, its elected officials and officers, employees, representatives, agents, and volunteers harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Artist's negligence. The Artist waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
2. The Artist acknowledges that the public nature of the Art Cottage Residency may expose or infect the Artist to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. Therefore, the Artist expressly agrees that any and all claims, demands, or losses for which it indemnifies, defends, and holds the City harmless shall include those arising, directly or indirectly, from COVID-19.
3. It is understood that the whole of the work under this Agreement is to be done at the Artist's risk and that the Artist is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and that the Artist shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
4. This section survives termination or expiration of this Agreement.

H. Insurance

1. The City shall maintain, at its own expense, fire, property, and other perils insurance on the Art Cottage and City-owned equipment located at the Art Cottage, excluding Artist's personal property, throughout the Residency Term.
2. The Artist acknowledges that the Artist is solely responsible for securing and protecting the Artist's personal property. Therefore, the Artist hereby waives all rights the Artist may have against the City for any damage or loss to the Artist's personal property located in or around the Art Cottage that may arise from any cause

whatsoever occurring at the Art Cottage throughout the duration of the Residency Term.

3. The Artist may, at the Artist's sole discretion and cost, secure renter's insurance covering Artist's personal property from any casualty whatsoever, including but not limited to fire, flood, and other peril. For the purpose of this section, personal property includes the Artist's artwork, materials, equipment, and supplies, in any form.

I. Surrender of Art Cottage

1. The Artist agrees, within two (2) calendar days of the final presentation event, to peacefully quit and surrender the Art Cottage, leave the Art Cottage and surrounding area neat and clean, and deliver all keys to the City.
2. Except for reasonable wear and tear, the Artist agrees to repair and replace any damage attributable to the Artist, Artist's employees, subcontractors, representatives, agents, invitees, or volunteers that occurred during the Residency Term. The Artist agrees that the City may exercise any available legal remedy to recover the costs for any damages not addressed by the Artist.
3. The Artist agrees that any of the Artist's personal property remaining after the Artist surrenders the Art Cottage may be disposed of by the City in any manner the City deems appropriate. At the City's discretion, the cost of disposal may be deducted from any final payment due the Artist or the City may exercise any available legal remedy to recover such costs.

J. Public Records Act

The Artist acknowledges that the City is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all records related to this Agreement may be deemed a public record as defined in the Public Records Act and, that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor. The Artist will timely provide records to the City as necessary to fulfill a public records request or, permit the City to inspect the Artist's records so as to do the same.

K. Force Majeure.

Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

L. Successors and Assigns.

Neither the City nor the Artist shall assign, transfer, delegate, or encumber any rights, duties, obligations, or interests accruing from this Agreement without the written consent of the other.

M. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Public Art Coordinator	Artist Name: _____
City of Shoreline	Address: _____
17500 Midvale Avenue N.	_____
Shoreline, WA 98133-4905	Email: _____
206-801-2661	Phone: _____

N. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation, honorably discharged veteran or military status, or in the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.

O. General Administration and Management.

The City’s Agreement Administrator shall be David Francis, Public Art Coordinator.

Email: dfrancis@shorelinewa.gov; Office: 206-801-2661; Cell 206-851-964

P. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Artist, who agree that the Agreement shall be reformed

to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Q. Survival.

A party's obligation under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

R. Captions.

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

S. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court. In any judicial proceeding arising out of this Agreement, the non-prevailing party shall be responsible for all attorneys' fees.

T. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

U. No Third-Party Beneficiary.

This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

V. Waiver.

No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

W. Attorneys' Fees.

In any dispute resolution or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

X. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

Y. Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

IN WITNESS WHEREOF, this Agreement is executed by:

CITY OF SHORELINE

ARTIST

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments: Exhibit A; **see more below**

EXHIBIT A – SHORELINE ART COTTAGE RESIDENCY PROJECT

RESIDENCY PROJECT: (artist's name)

Any costs or expenses incurred by the Artist for modifications or in excess of the Residency Stipend shall be the sole responsibility of the Artist.

FINAL PRESENTATION EVENT:

- Artist shall participate in a public final presentation event of artwork created during the Residency.
- Artwork made during the residency shall be on display in the gallery. Artist may display additional artwork during the residency and at the final presentation event.
- The minimum number of artworks created during the Residency required to be shared at the final presentation event is one (1); this may be artwork in progress.
- Artist shall present the artwork to the public with a short statement, with a written copy provided to the City for promotional purposes, approximately 500 – 1,000 words, and brief question & answer period before transitioning to an art reception.
- Due to COVID-19 restrictions, the final presentation event may be held remotely, via livestreaming, or with the event having limited attendance, subject to social distancing and health/safety mitigation measures in effect at the time.

RESIDENCY CLOSING STATEMENT:

- Artist shall provide the City with a written statement of approximately 500 – 1,000 words describing the Artist's Residency experience.
- At a minimum, this statement shall describe the Artist's goals for the residency, the Artist's experience during the residency, including (if applicable) public engagement, and the outcomes achieved during the residency.
- The statement is required to be submitted to the City prior to payment of the final stipend amount.