

## SPONSOR AGREEMENT

THIS AGREEMENT between the International Studio & Curatorial Program (ISCP or Program), and The Arts and Theater Institute (Sponsor), is made as of April 20, 2018.

### I. PREMISES.

This agreement governs use and occupancy of studio number(s) 301 (the "Studio Space") located in the building located at and known as 1040 Metropolitan Avenue, Brooklyn, New York 11211.

### II. TERM.

The term of such use and occupancy shall commence on November 1, 2018, and shall expire at midnight on December 31, 2018 (the "Term").

### III. OCCUPANCY.

Sponsor shall have sole occupancy of the Studio Space (non-residential work space) for the Term hereof. Sponsor shall select one artist(s) and/or curator(s) ("Designee") to occupy each Studio Space. Each Studio Space may only be occupied by one Designee at a time, but may be occupied by successive Designees, in the Sponsor's sole discretion.

### IV. ISCP OBLIGATIONS.

ISCP shall provide:

- a. to provide each Designee at the commencement of Studio Space occupancy, with a copy of the Artist Responsibilities Agreement, whereby the Designee accepts the terms and conditions of this Agreement, signs and returns same Agreement to ISCP.
- b. keys to each Designee to permit access to the Building and the Studio Space. Access shall be provided on a 24-hour basis.
- c. studio furnishings: table, chair, shelving, and trash receptacle.
- d. on-site staff available to Designee from 10:00 am to 6:00 pm Monday through Friday, except on national holidays.
- e. a minimum of two one-hour meetings with guest critics from the New York art community.
- f. a minimum of three field trips, with ISCP to pay out-of-town travel expenses except food.
- g. a minimum of one Open-Studio Exhibitions/Receptions. The Open-Studio is available only to Program artists and curators; Program artists may not invite artists outside the program to exhibit in their Studio Space.

### V. SPONSOR OBLIGATIONS.

Sponsor hereby agrees:

- a. to pay the sum of **\$4,433.70 US** (the "Total Price") (add **\$30.00 US** wiring fee for each payment) by certified checks or wire transfers, said payment to be received by ISCP, **payable as follows:**

**\$4,463.70 US on or before July 1, 2018**

Make checks payable in U.S. Dollars to International Studio & Curatorial Program.  
Mail to: 1040 Metropolitan Avenue, 1 st Floor, Brooklyn, NY 11211, USA.  
Send wire transfers to XXXXX

**Please adjust payment to include your bank's wire transfer fee.**

The Total Price shall include the use of the Studio, and the Program activities and services listed above. The Total Price does not include the Designee's equipment, materials, services, meals, lodging, transportation, insurance or any other expense whatsoever, for which the Designee is solely responsible.

- b. prior to commencement of the Studio Space occupancy, to provide ISCP with documentation that the Designee has adequate health care insurance.
- c. at or before the signing of this agreement, to provide ISCP with a schedule of Designees whose tenure in the program will be three months or longer.
- d. to reimburse ISCP for any damages, expenses or bills incurred by the Designee or bills left unpaid.
- e. the designee agrees to spend a minimum of twenty (20) hours per week in the Studio Space.

#### VI. LATE PAYMENT CHARGES.

In the event that Sponsor payment of fees or charges is not received in the office or bank account by ten days after the due date, Sponsor shall pay a late fee of \$100.00 US for that month and for each succeeding month or partial month in which that payment is in arrears. If the late payment is in arrears beyond two months, this agreement will be cancelled.

#### VII. DESIGNEE SECURITY DEPOSIT.

Designee shall pay a deposit of \$200.00 USD via PayPal. ISCP will pay PayPal fees. ISCP will return this deposit at the end of the Designee's tenure, provided there are no outstanding bills or damage to be repaired and that all keys are returned to the office. ISCP will retain that portion of the deposit necessary to indemnify the ISCP against any losses incurred by reason of outstanding bills, damage, or lost keys.

#### VIII. INSURANCE.

**ISCP shall not carry separate property, casualty or liability insurance covering the Designee's person or property.** Neither the Sponsor, nor the Designee, shall look to ISCP for reimbursement or compensation in the event of personal injury or property damage.

IX. INDEMNIFICATION.

ISCP and/or Grant Morgan Realty LLC (GMR) shall not be liable to the Sponsor, the Designee, or any guests or invitees of the Designee for any personal injury, property damage or other claim for damage occurring to them in, on, or about the Building or the Studio Space or during any Program-related activity. The Sponsor and the Designee herein assume all liability, and agree to hold the ISCP and the GMR harmless from any such injury or damage to any person or property of him/herself or such persons or other claim for damage occurring on, in or about the Building or the Studio Space or during any Program-related activity.

X. DESIGNEE MISCONDUCT.

If a Designee’s actions jeopardize ISCP, or are detrimental to the well-being of ISCP staff or Program participants, ISCP may give written notice to the Designee and to his/her Sponsor demanding that such actions stop. Should the Designee fail to remedy the situation immediately upon receipt of the notice, the Director of ISCP, in consultation with the Sponsor, may demand that the Designee vacate the Studio Space, and may terminate a Designee’s participation in the Program forthwith. Notwithstanding the foregoing, Sponsor’s assent shall not be required to terminate a Designee’s participation in the Program based on Designee misconduct.

XI. SUBORDINATION.

This Agreement and the rights of Sponsor hereunder are subject and subordinate to all the terms and conditions of that certain rental agreements, dated December 11, 2007 and April 27, 2009, between the ISCP, as Tenant, and Grand Morgan Realty LLC, as Landlord (the “Rental Agreement”) scheduled to expire on December 31, 2020. Without limitation of the foregoing, should the Rental Agreement terminated prior to the end of its term, this Agreement shall be terminated as of the date of such termination, and Sponsor and Designee shall have no further rights hereunder.

XII. BREACH OF AGREEMENT.

Should the Sponsor or Sponsor’s Designee breach an of the terms of this agreement, then to the extent necessary to compensate ISCP for any and all losses or damages, ISCP shall be entitled to retain any amounts of the Total Price received and the Sponsor shall pay ISCP any additional amounts as shall compensate ISCP in connection with the Sponsor’s breach of agreement.

XIII. REWRITE.

Any signed contract change by the Sponsor due to rescheduling of the Designee will be subject to a \$100.00 US additional fee.

XIV. NOTICES.

Notices shall be provided by overnight courier, facsimile, or e-mail to the parties as follows:

To ISCP:	International Studio & Curatorial Program (ISCP) 1040 Metropolitan Avenue, 1 <sup>st</sup> Fl. Brooklyn, NY 11211 USA Tel: XXXXX Fax: XXXXX XXXXX	To Sponsor: XXXXX Arts and Theater Institute Celetna 17 110 00 Prague 1 XXXXX XXXXX
----------	--	--

The parties will give each other prompt written notice of any changes in this contact information.

~~XV. NOTICE OF NON-RENEWAL~~

~~Sponsor shall give ISCP not less than three months prior written notice of its intention not to renew this Agreement.~~

XVI. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, for agreements made in, and to be wholly performed therein, without regard to principles of conflicts of laws.

XVII. FORUM SELECTION CLAUSE.

The parties hereby agree to litigate any disputes arising out of this Agreement in the State of the Federal Courts of the State of New York.

In witness whereof, the parties have executed this written agreement on the date first set forth above.

International Studio & Curatorial Program Inc.

By: \_\_\_\_\_

Susan Hapgood, Executive Director

Date: \_\_\_\_\_

Tel.: XXXXX Fax: XXXXX

1040 Metropolitan Avenue, 1<sup>st</sup> Floor

Brooklyn, NY 11211, USA

E-mail: XXXXX

Sponsor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
E-mail: XXXXX