

elsewhere

a living museum set inside a former thrift store

PARTICIPANT CONTRACT

THIS CONTRACT and associated agreements below, made and entered into this 8th day of December 20, 19 by and between ELSEWHERE, INC., hereinafter referred to as ELSEWHERE and Zachary Whitworth (print), a participant in programs sponsored by Elsewhere, hereinafter referred to as PARTICIPANT will take place from January 30, 2020 (participant start date) to May 12, 2020 (participant end date). This CONTRACT is made subject to and in operation with all other below Agreements and Releases you have signed/initialed with Elsewhere, Inc. This CONTRACT supersedes any and all oral agreements or representations made by either party. This CONTRACT may be only modified by a written agreement signed by both parties that refers to this CONTRACT explicitly. Any questions or concerns about this CONTRACT need to be addressed directly and immediately to the signing parties. Elsewhere reserves the right to terminate this agreement and an individual's participation at Elsewhere at any time and for any reason, including but not limited to for reasons of performance, safety, community culture, and investment. In witness whereof the Parties have hereunto placed their hands and seals as of the day and year here-in before set out.

ARTWORK + OBJECTS CONTRACT OF RIGHTS AND OWNERSHIP

Whereas, Elsewhere conducts and sponsors programs conducted on and off its premises; and whereas, PARTICIPANT is participating in a program sponsored by Elsewhere; and whereas, objects, materials, resources, and artworks at Elsewhere are available for use, transformation, re-contextualization and reconstruction/deconstruction (subject to the terms in the Residency Agreement); and whereas, PARTICIPANT, in the course of such programs, will utilize Elsewhere's facilities, objects and resources; and whereas, a PARTICIPANT may create artworks and/or art objects as part of such program; and whereas, the Parties acknowledge that any and all artworks and/or art objects created in or upon the premises of Elsewhere or as a part of or result of a program sponsored by Elsewhere utilizing Elsewhere's objects shall remain the property of Elsewhere.

NOW THEREFORE, for and in consideration of (1) the use of Elsewhere's facilities, objects and resources and for the right to participate in its programs and other valuable consideration; The Parties agree as follows:

1. Any and all artworks and art objects created by PARTICIPANT in the premises of Elsewhere. or as part of a program conducted or sponsored by Elsewhere, wherein participant utilizes the objects owned by Elsewhere, and included in its lease of the premise shall be owned by Elsewhere and may be maintained in whatever state Elsewhere sees fit, at Elsewhere's premises or at other locations.
2. Any and all artworks and art objects created by PARTICIPANT as part of a program conducted or sponsored by Elsewhere may, in addition to being maintained by Elsewhere be sold by Elsewhere; any proceeds from such sale shall inure to the benefit of Elsewhere.
3. The PARTICIPANT hereby shares with Elsewhere any rights of such artworks and/or art objects created by the PARTICIPANT as part of programs conducted or sponsored by Elsewhere.
4. Since all artworks generated upon the premises of Elsewhere or as part of Elsewhere's programs are the owned by Elsewhere, should there be photographic reproductions made of such items, such photographic reproductions will be the property of Elsewhere, and may be utilized by Elsewhere in any manner. Elsewhere and PARTICIPANT may copyright the photograph and will share the copyright. The PARTICIPANT is authorized to create additional copies of the photograph that PARTICIPANT may sell.
5. If an artwork and/or art object generated upon the premises of Elsewhere or as part of Elsewhere's programs is a photographic, video, or piece of reproducible media that does not maintain any physical, material trace of an object owned by Elsewhere, the work may be copyrighted by Elsewhere and PARTICIPANT and Elsewhere and PARTICIPANT will share the copyright. Elsewhere will be delivered one copy equivalent to the original work for its exclusive use in any manner desired. Elsewhere will authorize only the PARTICIPANT to create editions of the work which may sold by the PARTICIPANT.
6. All artworks and/or art objects generated upon the premises of Elsewhere or as part of Elsewhere's programs, whether as an installation in Elsewhere's premises or in a different facility shall indicate that it was created at or through an Elsewhere program and attribution shall be appropriately given to Elsewhere. Likewise, Elsewhere will give appropriate attribution to all PARTICIPANTS for artworks created that are further distributed commercially or non-commercially by Elsewhere.
7. All projects will require authorization at the discretion of Elsewhere managers and directors, who make decisions for projects based on sustainable and continual use of the objects owned by Elsewhere, and included in its lease of the premise. With respect to artistic vision, the managers and directors of Elsewhere retain final authority with regard to use of funds and materials.

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PARTICIPANT AGREEMENT

The PARTICIPANT agrees to the following:

To create in accordance with Elsewhere's production guidelines:

1. The collection shall be treated as a natural resource of limited quantity.
2. Transformations to collection will be approved by the managers and directors, who make decisions based on sustainable and continual use of the collection and community engagement.
3. Projects and documentation will remain with Elsewhere for re-presentation and further transformation by future residents
4. We ask all PARTICIPANTS to acknowledge Elsewhere in the exhibition or circulation of artworks.
5. PARTICIPANT shall advise Elsewhere in a timely manner of any special needs or facilities PARTICIPANT may require for a safe and comfortable program. Elsewhere reserves the right to determine what needs or accommodations it shall provide.
6. Arrangements under this agreement are for one PARTICIPANT, without invitees, assistants or animals, unless prior approval has been received, in writing.

To participate in:

7. Public events, including a talk and other programs that celebrate you, your work and process.
8. A proposal meeting to discuss project plans.
9. The weekly house meeting (30min) and clean (1hr).
10. One meal preparation/week(2 hrs)
11. Group cleans for meals attended (15 min/meal)
12. Daily maintenance rooms, studios and public spaces.
13. Sharing of documentation and digital media of projects including Elsewhere materials.
14. Curatorial finalization such as install, titling, project description, and maintenance requirements.
15. Check-out procedures, including final clean-up of living, workshops, and production spaces.
16. Provide verbal feedback and/or a written evaluation immediately following the participation in an Elsewhere program.
17. One front desk shift/week included in the required 20-30 work hrs/wk (for INTERNS only)

ELSEWHERE agrees to provide the PARTICIPANT the following:

- Accommodations in our shared boarding house, including a private bed nook. Choices to live off-site are the responsibility of the individual and will not be covered by Elsewhere.
- Access to the fully equipped communal Kitchen stocked with locally sourced vegetarian ingredients purchased and shopped for weekly through our Food Co-op. Organized group lunches 5 days/wk and do-it-yourself provisions 24 hours/7 days a week. Basic consumables will be available for cooking during the times we do not have meals. However, please keep in mind that you will be responsible for purchasing specialty food, snack, and drink items such as alcohol, meat, seafood or any other comforts not offered through the Co-op. These items are welcome but are the responsibility of the individual.
- Shared workshop, equipment and tool access. Memberships to outside makerspaces when possible.
- A full orientation to our museum, living systems and production processes during the first week, which lay the foundation for opportunities to participate in our community and develop an understanding of our core concepts.
- A collaborative work environment to experiment and learn with fellow creatives.
- Elsewhere's curatorial team who stewards the creative process, collection use and provides critical feedback, supports public events and facilitates connections with Greensboro neighbors and our international network.
- Documentation, promotion, social media blasts, press coverage and additional exhibition opportunities to share projects with audiences outside of the museum, as such possibilities present themselves.
- Elsewhere Membership.

FOR PARTICIPANTS IN RESIDENCY PROGRAM:

- Access to collection, a vast vintage material resources dating back to the early 20th century.
- Guidance, critical feedback, and curatorial support throughout production.
- A budget of \$50 for material incidentals necessary for project production, unless other terms stipulated.
- Public engagement and programming opportunities.
- Presentation of work on our website, complete and available 6 months from program conclusion.

FOR PARTICIPANTS IN INTERNSHIP PROGRAM:

- On/off boarding, including a thorough orientation to operational systems and mid-session check-ins.
- A supervisor of a core department (Communications, Operations, House, Programs) that serves as a guide and mentor for the duration.
- Oversight and check-in with a Director.

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PAYMENT AGREEMENT

RESIDENTS

Elsewhere requires a non-refundable deposit of \$250 to secure participation in Elsewhere programs. The deposit is applied to the total cost of participation which may include a program fee + living fee detailed on your invoice upon acceptance. The invoice that you will receive via email link will include a detailed description of the non-refundable deposit of \$250 that will be due one month after acceptance and the remaining balance will be due 3 months prior to your arrival go towards your residency program and living fees. Payments can be made by credit card or through secure online ACH bank transfer. Fellows see payment agreement for fund disbursement below.

INTERNS

Elsewhere requires a non-refundable deposit of \$250 to secure participation in Elsewhere internship program. The deposit is applied to the total cost of the living fees detailed on your invoice upon acceptance. The invoice that you will receive via email link will include a detailed description of the non-refundable deposit of \$250 that will be due one month after acceptance and the remaining balance will be due 3 months prior to your arrival go towards your internship living fees. Payments can be made by credit card or through secure online ACH bank transfer.

FELLOWS/COMMISSIONS, The PARTICIPANT agrees to Elsewhere's disbursement of funds, in accordance with terms contained in all signed Agreements and Releases:

1. **Travel stipend** of up to \$500, reimbursed with dated itemized original receipts (personal invoices not accepted). Travel includes any transportation required for round trip to and from the residency; flights, trains, buses, taxi/uber/lyft and car use (rental, gas + depreciation per-mile, tolls). Travel may not exceed the value of the least expensive class available. Multiple trips, early departures, meals, hotels, parking or car maintenance are not included in this stipend. Travel reimbursement will be provided after receipts have been processed. Funds not used for travel will go into strengthening other components of the program and are not available to the PARTICIPANT. The first payment occurs upon arrival and any remainder upon completion as PARTICIPANT.
2. **Honorarium/commission** of \$1000 (for fellows, unless in writing otherwise) for participation in the program for the agreed upon term. The first half paid upon arrival and the second half upon completion as PARTICIPANT.
3. A Fellow is an **independent contractor**. Nothing in this agreement will create or be deemed to create a partnership, joint venture, or relationship of principal and agent or of employer and employee between PARTICIPANT and Elsewhere or between PARTICIPANT and any affiliate or subsidiary of Elsewhere. This agreement is not a lease and confers no right on PARTICIPANT or invitees to occupy or use real property or tangible personal property for any period of time. PARTICIPANT is a non-exclusive licensee only, and this license is revocable at any time by written notice from Elsewhere to PARTICIPANT.
4. Fellows will reside at said residence **full time**. Absences in excess of 24 hours must have prior consent/agreement from the Programs Manager. As a grant/foundation funded program, structures and events built around fellows are tied agreements with funders and subsequently future opportunities for the organization.

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CANCELLATION POLICY

Cancellations are strongly discouraged. In the event that a participant must rescind their residency, the PARTICIPANT will make every effort to provide at least 3 months advance notice and just cause. The PARTICIPANT understands that rescinding an opportunity affects announcement, public programming schedules, other participant's, artistic production and in extreme cases grant/foundation/personal funding. In the event of a pending or natural disaster or any other emergency out of our control prior to or in the midst of a residency session, Elsewhere reserves the right to reschedule, postpone or cancel the Residency.

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DEFERRAL POLICY

Cancellations made 3 months before the program start date will be invited to defer program participation to another date, otherwise deferral opportunities are at the discretion of Elsewhere. We will make every effort to place PARTICIPANTS within a year of their initial participation date. All PARTICIPANTS who defer are required to pay the total cost of participation (program fee + living fees) based on the cost structure for the season in which the PARTICIPANT is deferring to, and which is subject to change. A new, non-refundable deposit is required to secure participation for a new date. A third change in dates (a second deferral) is not possible, and a new application for residency will have to be submitted.

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LIABILITY RELEASE

The PARTICIPANT desires to participate in programs and workshops conducted by Elsewhere in its location in the building known as 606/608 South Elm Street, Greensboro, North Carolina, hereinafter referred to as the "Space". In consideration for being permitted to participate in such programs, the within Release and understanding is hereby entered into by the PARTICIPANT.

The PARTICIPANT acknowledges that the facilities at 606/608 South Elm Street offer a potentially hazardous environment due to its age, materials, objects and area in which the PARTICIPANT will utilize the Space; with such knowledge PARTICIPANT agrees that at all times working in and around the Space, that they understand and shall abide by the [Program Rules](#) a copy of which shall be provided to the undersigned.

As further part of the within Release and in consideration of the above and of the facilitation, coordination and provision of programs and services provided by Elsewhere regarding the participation in Elsewhere's programs and work in and around the Space the PARTICIPANT hereby releases and forever discharges Elsewhere, its officers, agents and employees, successors and assigns and its landlord from any and all manner of claims, demands, damages, rights, covenants, debts, warranties, contracts, responsibilities, liabilities, suits, judgments, and causes of action of whatsoever kind and nature, known and unknown, foreseen and unforeseen, and the consequence thereof resulting from and arising out of participating in programs sponsored by Elsewhere and working in and around the Space and utilizing the objects in and about the Space, whether on or off the premises where primary activities will be conducted.

The PARTICIPANT further understands and agrees that this release does not preclude the assertion of any claim(s) that Elsewhere may have against the PARTICIPANT.

This Release is made subject to and in operation with all other Agreements and Releases you have signed with Elsewhere. This Release supersedes any and all oral agreements or representations made by either party. This Release may be only modified by a written agreement signed by both parties that refers to this Release explicitly.

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MEDIA RELEASE

I hereby grant permission to Elsewhere to photograph the participant during activities and to use the photographs, video and/or film at Elsewhere or on its social media, audio-visual and printed materials without compensation or approval rights.

I hereby grant to Elsewhere the right to photograph and use any media taken of me or in which I may be included with others, editorial or any other media such as film or video; to reuse, publish and re-publish the same in whole or in part, individually or in conjunction with other photographs, and in conjunction with any printed matter, in any and all media now or hereafter known.

I hereby release, discharge and agree to allow Elsewhere and its legal representatives or assigns and all persons acting under its permission or authority, from any liability in connection with the use of the photographs, video and/or film as aforesaid or by virtue of any alteration, processing or use thereof in composite form, whether intentional or otherwise, as well as any publication thereof.

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EQUIPMENT LOAN AGREEMENT

This agreement is a binding contract between Elsewhere, the provider and owner of equipment on loan, and the PARTICIPANT. This agreement goes into effect when a piece of specified media equipment is loaned to the PARTICIPANT. The following stipulations exist on the loan of equipment itself. Violating one of these stipulations can result in a fine that cannot exceed \$5,000.

1. The equipment being borrowed (including but not limited to devices, accessories, blank recording media, cables) must be completely documented and verified by a director or manager of Elsewhere.
2. As soon as the equipment is on loan, no matter where it physically is, the safety and protection of the equipment is the sole responsibility of the PARTICIPANT.
3. Damage or loss or any borrowed item is the responsibility of the PARTICIPANT to repair or replace in full. Damage or failure of equipment due to normal wear and tear as well as spontaneous failure of loaned equipment will be determined solely by Elsewhere, and may not require repair or replacement. In all cases Elsewhere will determine the need for a PARTICIPANT possessing a loaned item to repair or replace in full.
4. Equipment must be returned by the date specified when the item is loaned, and failure to do so may result in a \$25/day fine. If extenuating circumstances exist, it is the responsibility of the PARTICIPANT to contact a qualified employee of Elsewhere to inform them as to a delay in equipment return.

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EQUITY AGREEMENT AND COMMUNITY GUIDELINES

An introductory outline to living safely, respectfully, and happily in a communal environment.

RESPECTING SPACE

Respect is necessary in all shared spaces here at Elsewhere in order to maintain the museum and allow all staff and PARTICIPANTs the resources they need each day. For example, cleaning up after yourself so others don't have to clean up behind you in order to have full access is a must! It is important to pick up after yourself, keep track of your belongings, and be mindful of others needs in communal spaces.

RESPECTING OTHERS

Elsewhere is a safe space and it is important that every PARTICIPANT works daily to uphold that. This means being sensitive and aware. If you are unclear on an individual's pronouns, it is always best to ask the individual discreetly so as to not out them. Always address a person by the pronouns they request- if you mess up, it's okay! Please acknowledge the mistake and apologize. Elsewhere is involved in several outreach programs working with queer and trans youth in Greensboro, [QPOCC](#) (Queer People of Color Collective), and [BLM](#) (Black Lives Matter, Gate City). It is paramount that the people involved in these organizations, as well as any other marginalized persons that attend the museum feel safe and welcome. Remember that diversity and inclusion are not the same and as a PARTICIPANT at Elsewhere you will be held accountable to help maintain that feeling of safety.

SENSITIVITY IS A MUST

Art is powerful and can sometimes be triggering to others in the emotions/memories it elicits in an individual. Always consider utilizing proper trigger warnings in your programs or projects if this is a concern (WWII surplus, natural disasters, infant mortality). If a peer tells you something is triggering to them, it is. Communication and sensitivity is vital to living here at Elsewhere.

AVOID WHEN POSSIBLE

- Using slurs or derogatory terms
- Interrupting
- 'Splaining: mansplaining, whitesplaining, etc.
- Making assumptions or strategy to categorize someone ("What are you?")
- Never out someone as LGBTQ+
- Don't tell stories that aren't yours to tell
- In order to touch someone, consent is needed! Hair belongs to people, too!

INCLUSION

Not to be Confused with diversity. Elsewhere believes accessibility to be an organizational asset and does not allow discrimination on the basis of race, color, religion, gender, national origin, age, sexual orientation, disability or any other reason "prohibited by law." This policy applies to all visitors, artists, interns, managers, volunteers, employees and applicants. It includes all terms and conditions of working together, including but not limited to recruitment, hiring, compensation, training, promotion, transfer, disciplinary action and termination of our working relationships. Our policy applies to all daily interactions within the workplace and in other work-related settings such as trips and events related to our organization. In order to maintain an environment free of discrimination, intimidation and harassment, the complete cooperation and support of all Elsewhere's team (as well as artists) is essential and expected. Violation of this policy may result in immediate action up to and including termination of a working relationship. To support this, below is our policy for **reporting complaints** of this nature:

If you believe that you are being discriminated against or harassed, you are welcome and encouraged to address the matter directly with the offending party. If you are not comfortable confronting the offending party or if the offending party's unwelcome conduct continues, you have the responsibility to bring your concerns to the attention of your immediate manager and/or supervisor, to the Creative Director in the case of resident artists. The matter will be handled in accordance with Elsewhere's policy written in Elsewhere's Staff manual. Any individual, acting in good faith may request to use this policy without fear of reprisal. Retaliation for making a good faith complaint is prohibited. When a complaint is made, a prompt investigation will be conducted, and any necessary corrective action -- up to and including termination of our working relationship -- will be taken. Confidentiality will be maintained to the extent possible consistent with conducting the necessary investigation.

I have read and understood the Equity Orientation + Community/Safe Space Guidelines.

I understand the importance of equity and that the violation of this contract may result in immediate action up to and including termination of a working relationship.

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Any questions or concerns about this agreement need to be addressed directly and immediately to the signing parties from Elsewhere. This Agreement is made subject to and in operation with all other Agreements and Releases you have signed with Elsewhere. This Agreement supersedes all prior oral agreements and representations made by either party. This Agreement can only be modified by a written agreement signed by both parties that references this Agreement explicitly. Elsewhere reserves the right to terminate this agreement and PARTICIPANT participation at Elsewhere at any time and for any reason, including but not limited to for reasons of performance, safety, community culture, and investment. In witness whereof the Parties have hereunto placed their hands and seals as of the day and year here-in before set out.

I, the PARTICIPANT, undersigned, understand and agree to all Agreements, Releases, and Contracts contained and initialed herein.

PARTICIPANT / GUARDIAN (if under 18):

Zachary Whitworth (PRINT)



(SIGNATURE)

December 8, 2019

(DATE)

Elsewhere INC.:

(PRINT)

(POSITION)

(SIGNATURE)

(DATE)

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“The Forge” Liability Waiver and Hold Harmless Agreement

You are required to read the following information very carefully and make sure that you understand it fully and sign it before participating in this activity or program.

I, Zachary Whitworth, agree to abide by the rules set forth in The Forge membership handbook. I am fully aware that participation in the “The Forge” may result in risk of personal injury or harm. In consideration of being granted the opportunity to participate, I hereby agree to release and hold harmless the “The Forge”, its members, officers, employees, agents, volunteers, committees and boards, from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law.

This indemnification and hold harmless agreement shall include indemnity against all costs (including without limitation, reasonable attorney's fees and court costs), expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon and in defense thereof.

The participant agrees never to institute any suit or action at law otherwise against The Forge, its members, officers, employees, agents, volunteers, committees and boards, nor to initiate or any way assist the prosecution of any claim for damages or course of action which the member, member's heirs, executors or administrators hereafter may have by reason of injury to the person of the member or to the participant's property arising from the activities contemplated by this agreement.

I have read and understand this release, indemnification and hold harmless form and I voluntarily sign it. I hereby give permission to the The Forge for emergency transportation and/or treatment in the event of illness or injury and this release extends to any liability arising in connection with such transportation and/or treatment. I hereby accept responsibility for the payment of any emergency transportation and/or treatment. I further certify that I am in good physical condition, and have no medical or physical conditions that would restrict my participation in this activity or program.

Photo Authorization: I grant authorization for photographs and videos to be taken of the above named participant. I consent and authorize the pictures to be used in publicity, media, or other materials as deemed appropriate by The Forge.



Sign

12/08/2019
Date (mm/dd/yyyy)

Parent/Guardian signature (if child above is under 18)