

ARTIST IN RESIDENCE CONTRACT

1. Acknowledgment and Acceptance of Risk.

I recognize that participation in all of Starry Night Programs's programs is voluntary and that there are certain inherent risks that participants voluntarily assume. I understand and agree that neither Starry Night, Starry Night Programs, Starry Night Programs, nor Estrella Arts, LLC nor the agents, managers, officers and employees of Starry Night (henceforth referred to as "Starry Night Programs") assume any responsibility for damages to or loss of my property, my personal illness, injury or death to me while I participate in any program. By voluntarily participating, I freely assume any risk associated with or arising out of my participation in this program.

2. Security Deposit, Refunds and Cancelations. A valid credit card is required as a security deposit for damage to equipment or facilities, lost keys and unpaid invoices. I authorize Starry Night Programs to charge this card for any valid invoices thirty (30) days or more overdue. If the artist does not have a credit card, one-hundred dollars (\$100) may be substituted as a security deposit, refundable if the artist leaves with no outstanding balances due. All payments are non-refundable.

3. Insurance. I understand and agree that it is my responsibility to ascertain whether I have adequate health and accident coverage and to procure any other insurance coverage which may be needed.

4. Personal Property. Starry Night Programs, nor Estrella Arts, LLC nor the agents, managers, officers and employees of Starry Night Programs will not be liable or responsible for any of my personal property, or any personal property delivered to or left at Starry Night Programs. Any personal property left at Starry Night Programs more than fifteen days after the termination of my residency will become the sole property of Starry Night Programs.

5. Accreditation. If works produced by me during the residency are exhibited outside of Starry Night Programs, it should be stated in press material that the works were produced at Starry Night Programs under the aegis of the residency program.

6. Waiver, Release, Indemnification and Hold Harmless. I do hereby forever and absolutely waive and release any and all claims against Starry Night Programs, Estrella Arts, LLC, the agents, managers, officers and employees of Starry Night Programs arising out of or relating to my participation in any Starry Night Programs program, including, but not limited to, claims for any injury, loss, damage or accident including motor vehicle, animal bites or injuries from animals, weather, sickness, and acts of terrorism. I also agree to defend indemnify and hold harmless Starry Night Programs, Estrella Arts, LLC and the agents, managers, officers and employees of Starry Night Programs from any and all liability, claims, lawsuits, judgments, losses, damages and expenses, including attorney's fees and costs, arising out of any financial obligations or liabilities that I may personally incur or any damage or injury to the person or property of others that I may cause, while participating in any Starry Night Programs program. I understand and acknowledge that this Agreement is not a lease or rental agreement. All instructions and agreements received from Starry Night Programs, whether verbal or written, shall be followed.

7. Local Laws and Prohibition of Illegal Drugs and Firearms. I understand and agree that breaches of the local law will be referred to the appropriate law enforcement authorities. I agree that the use of illegal drugs in any form, as governed by the laws of the State of

New Mexico and the United States of America, will not be tolerated and will be grounds for immediate termination of residency. I agree that no firearms are to be brought onto the Starry Night grounds by any Artist In Residence at any time.

8. Medical Treatment. In the event that I suffer any injury or illness while participating in a Starry Night Programs program, it is my responsibility to arrange for and pay for medical treatment. I further agree to assume any and all risks associated with or arising from any such medical treatment and agree to waive any and all claims which I might assert against Starry Night Programs, Estrella Arts, LLC or the agents, managers, officers and employees of Starry Night Programs for such medical treatment.

9. Severability. I agree that, should any provision or aspect of this Agreement be found to be unenforceable, that all remaining provisions of the Agreement remain in full force and effect.

10. Governing Law and Venue. I agree that if there is any dispute concerning my participation in the program or the interpretations of this Agreement, any such disagreement shall be determined in accordance with the laws of New Mexico. Venue shall be Sierra County, New Mexico.

11. Modification. The terms and conditions of this Artist In Residence Contract cannot be changed or amended in any way without the written concurrence of Starry Night Programs.

12. Attorney's Fees. If any dispute relating to this Agreement occurs, the prevailing party shall be reimbursed by the other for all costs incurred in connection therewith, including without limitation reasonable attorney's fees and costs.

13. Independent Analysis and Binding Authority. I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF MY CHOICE PRIOR TO EXECUTING THIS RELEASE AND WAIVER OF LIABILITY. I ACKNOWLEDGE AND AGREE THAT THIS ARTIST IN RESIDENCE CONTRACT SHALL BE BINDING UPON ME, MY SURVIVORS, HEIRS, SUCCESSORS AND ASSIGNS. I AM AWARE THAT THIS RELEASE AND WAIVER OF LIABILITY IS A RELEASE OF LIABILITY, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, INDEMNIFICATION, AND A HOLD HARMLESS AGREEMENT, AND I SIGN IT OF MY OWN FREE WILL. THIS ARTIST IN RESIDENCE CONTRACT IS IN ADDITION TO AND DOES NOT REVOKE OR MODIFY ANY OTHER AGREEMENT OR RELEASE WHICH I MAY EXECUTE IN CONNECTION WITH THE STARRY NIGHT Programs PROGRAM.

14. Assurances and Consent. I HAVE READ ALL OF THE ABOVE INFORMATION AND CONSENT TO ALL OF THE FOREGOING PROVISIONS.

15. Termination. Participant noncompliance with any part of the terms of any agreement or contract between myself and Starry Night Programs and/or Estrella Arts, LLC is grounds for immediate termination of residency.

16. Check-in and Check-out Procedures. I will follow all guidelines with respects to check-in and check-out procedures and understand that failure to do so will incur a seventy-five dollar (\$75.00) fee, at minimum.

17. LIABILITY RELEASE

PERMANENT ADDRESS AND PHONE NUMBER:

Name: _____

Phone(s) _____

(Day) (Evening)

Address: _____

(Street number or P.O. Box)

(City, State/Province, Zip Code, Country)

Email: _____

If you have a vehicle:

License plate number: _____ State: _____

Make: _____ Model: _____ Color: _____

I AM AWARE THAT ATTENDING STARRY NIGHT Programs / ESTRELLA ARTS, LLC INVOLVES CERTAIN RISKS INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY LOSS INHERENT IN WORKING AND LIVING IN A RUSTIC ENVIRONMENT. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF RISKS AND DAMAGES INVOLVED, AND HEREBY ACCEPT FULL RESPONSIBILITY FOR THE RISKS AND DANGERS INVOLVED.

In consideration for being allowed to use the facilities and participate in programs at Starry Night Programs/ Estrella Arts, LLC:

1. I agree that I will not sue, or otherwise make claim against, Starry Night Programs / Estrella Arts, LLC, or its employees, agents (whether paid or volunteer), or contractors for any loss, injuries, or damages resulting from participation in activities.
2. I agree that Starry Night Programs / Estrella Arts, LLC., its officers trustees, owners, employees and agents will not be legally responsible for any loss, injury or damage of any kind to me, my heirs or assigns, resulting from any cause, including negligence.
3. I agree to use the facilities, studios, and hot springs according to the rules and instructions of Starry Night Programs / Estrella Arts, LLC.
4. I agree to exercise special care for my own safety and the safety of others while working with all mediums, and will abide by all health and safety instructions and guidelines in all areas and spas.
5. I agree to exercise special care for my own safety and the safety of others while living and working Starry Night Programs / Estrella Arts, LLC' s rustic campus.
6. I also acknowledge that Starry Night Programs / Estrella Arts, LLC is not in any way responsible for protection, care, or insurance coverage for my tools, work in progress, or works of art in the event of damage or destruction anywhere on the campus, including studio work space, exhibition space, gallery or living quarters, or hot springs, nor anything I leave behind after departure.
7. I am legally competent to sign this release.

18. PHOTOGRAPHY RELEASE

I hereby irrevocably agree that Starry Night Programs / Estrella Arts, LLC may photograph, videotape, or otherwise record me and any of my works in connections with my participation in any programs (such photos, tapes, or other recordings referred to as "Materials"). I further agree that the Materials may be used with such narration with other materials (including other recordings and photographs) as Starry Night Programs / Estrella Arts, LLC may deem appropriate. Starry Night Programs / Estrella Arts, LLC will own all rights in the Materials and will have the right to distribute, exhibit, and otherwise use the Materials forever, in any media throughout the world, including without limitation, advertising and promotion of Starry Night Programs / Estrella Arts, LLC' s programs. In no case will any additional consent be required to permit Starry Night Programs / Estrella Arts, LLC' s use of the Materials. Separately, any photos taken by me which I place on Starry Night Programs / Estrella Arts, LLC' s computers or give to Starry Night Programs / Estrella Arts, LLC staff, are generously given in the spirit of sharing, and for the limited purposes of on campus presentations, and activities (Facebook, Twitter, catalogs, newsletters, individual sharing). Photo credit may be requested at the time of donation.

I HAVE CAREFULLY READ THIS AGREEMENT. I AM FULLY AWARE OF ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.