



THEODORE PAYNE FOUNDATION
for Wild Flowers & Native Plants
ARTIST-IN-RESIDENCE INFORMATION

GENERAL INFORMATION

- The Theodore Payne Foundation (TPF) Artist-in-Residence (AiR) is open only to residents of California.
- Residency begins on January 1 and ends December 31.
- Contract signed by the artist must be in hand before January 1; artist is advised to carefully review the document and contact the Arts Council Chair with any questions prior to signing, arts@theodorepayne.org.
- A workspace with storage for materials will be created as needed for the AiR in the gallery; while working on the table in the gallery, there will be a sign announcing the AiR to visitors and members.
- Artist-in-Residence maintains a "presence" at the Foundation during the residency (in addition to teaching and/or assisting with 1-3 classes), whether that be conducting research at the site or creating work on site in response to the gardens, nursery, trails, etc.
- Artist's stipend consists of (optional) \$500.00, payable in one payment at the beginning of the year, and a TPF Gift Regular Membership, which includes a 10% discount on plants, seeds, and TPF gear (t-shirts, hats, etc.) and 20% off the plant of the month.
- Includes a one-person exhibition in the Theodore Payne Gallery in the fall of the year of the residency.
- AiR teaches or assists with up to 3 art classes during the year; class concepts to be approved by staff; \$150 honorarium per class.
- Artist outreaches to their supporters and followers via email and social media to advertise their residency and exhibition.

EXHIBITION REQUIREMENTS

- Five-Month Review: After five months of residency, the AiR will meet with a member(s) of the Arts Council in the gallery to discuss progress and plans for the September through December exhibition; artist to submit a list of works planned for the show including media and sizes, which will be reviewed and approved by the Arts Council and the TPF installer.
- Artist must supply all materials used in the exhibition.

- The **majority** of the works in the exhibition must be original art, which includes, but is not limited to, ceramics, fibers, metals/jewelry, printmaking, photography, drawing, and painting. Giclée prints or digital reproductions of original paintings or drawings may be included in the show only as collateral work.
- Confirm **ALL** botanical names of plants and flowers with Lili Singer, TPF Director of Special Projects, prior to installation of art pieces. Most botanical names adhere to latest Jepson Manual (Manual of the Flowering Plants of California by Lynn Jepson; copy is available in TPF Library).
- The Artist will check with the Arts Council Chair one month prior to the installation in the gallery (or on the grounds) to confirm the schedule and materials needed for the installation, and to obtain specific instructions on the installation.
- Insurance: Artist's work in the gallery, up to a total value of \$18,000, will be insured by TPF during the exhibition. Artist to estimate the value of the work one month in advance of the exhibition and submit a description of each work with value and thumbnail images to Kitty Connolly at kitty@theodorepayne.org and copy Arts Council Chair, arts@theodorepayne.org.
- The Arts Council will prepare the wall text for the exhibition.
- Brief artist's talk during the opening reception.
- Minimum of \$75 for original art or prints to be sold in the gallery. The Theodore Payne Foundation will retain a 15% commission on artwork sales of \$75 or more, and a 50% commission for sales under \$75. Artists will be asked to invoice the Theodore Payne Foundation for the retail value of their sales in order for payment to be made. Invoicing may be done monthly or at the end of the exhibition.
- The Theodore Payne Foundation encourages artists working in all media to apply. However, at this time we are not able to display in the gallery artwork which is easily damaged and/or delicate. You may contact the Arts Council Chair about the possibility of installing site specific artworks on the grounds, or about any other media that requires special installation such as pedestals with vitrines.
- **The Arts Council and Executive Director reserve the right to reject work that does not meet artistic standards of excellence or is outside the scope of the AiR Project and Description or does not meet safety standards.**

COMMUNICATIONS PLAN

- Artist grants the Theodore Payne Foundation a limited, non-exclusive license to use Images of exhibited works in the gallery (or on the grounds) for public relations, marketing and archival purposes.

- Information about the Artist's exhibition and residency will be created by TPF and maintained on its website, theodorepayne.org.
- Artist-in-Residence to provide quarterly progress updates on project to Arts Council Chair.

GENERAL CONDITIONS

- The Artist will adhere to TPF's regulations pertaining to use of equipment, facilities, and supplies for program functions, to be approved by TPF.
- The Artist will utilize the services of the Arts Council Chair to make recommendations on activity/installation location(s), and to clarify questions concerning TPF's policies and procedures.
- The Artist will provide his/her own transportation, including art delivery and return.
- The Artist will incur no expenses against TPF without prior approval. The Artist will assume expenses incurred without the approval of TPF.
- Where the Artist has failed to provide a residency requirement because of personal illness, transportation difficulties or any other reason resulting in any way from any act, omission, or negligence on the part of the Artist, not including "Acts of God," the Artist will provide the activity at a later date mutually agreed upon with TPF.
- Where the Artist cannot reasonably conduct or complete the activities because of acts, omissions, or negligence on the part of TPF, the Artist will be fully compensated for the activity as if the activity had been completed.
- In the case of bad weather, earthquake, fire, power failure, or other "Acts of God" which may prevent the continuation or completion of the residency, the Artist and TPF will mutually attempt to reschedule the residency. If rescheduling is not possible, the Artist will be fully compensated for the activity as if the activity had been completed.
- The Artist, as an individual contracting independently, will not hold TPF responsible for any Federal or State withholding taxes, social security taxes benefits, unemployment insurance coverage, workers compensation insurance, disability insurance or any other insurance benefits. As an independent contractor, the Artist is responsible for protecting him/herself and agrees to assume the responsibility entirely.
- The Artist further agrees to indemnify and hold TPF, its directors, officers, employees, and agents and the Arts Council and its individual members harmless against all claims, losses, expenses (including reasonable attorneys' fees), and injuries to persons or property resulting in any way from any act, omission or negligence on the part of the Artist in the performance of or failure to provide an activity.