



Policy Management Senior Seminar Legacy Project

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Client PDF

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December 18, 2015

Catherine Stone
Carlisle Arts Learning Center
38 W. Pomfret St.
Carlisle, PA 17013

Dear Cathy:

We are pleased to present you with a synopsis of our work this semester on Works in the Windows. Works in the Windows is a project created to breathe life into vacant storefronts in downtown Carlisle while simultaneously giving artists an opportunity to display their work. The information contained in this is intended to assist the Carlisle Arts Learning Center (CALC) continue to facilitate this project indefinitely.

While our original intent was to recruit Carlisle artists, we found Dickinson to be very receptive to the project. We saw the project to be a great way to make a connection between the school and community. Not only were art students interested, but also the Center for Sustainability Education (CSE).

Unfortunately, we were unable to get any new artwork installed this semester. We believe the materials provided and the contacts made will help CALC communicate with the Dickinson parties in this partnership and continue the project in the future. We look forward to helping install art next semester.

To help sustain this project, we have included:

- A contact list of property owners, realtors, and Dickinson connections who are interested in this project and involved in art production or program outreach on campus.
- An (optional) model contract to clarify the responsibilities of CALC, the owner, and the artist for the duration of the display.

We wish you the best of luck in the future, and we hope that Works in the Windows creates a lasting connection between Dickinson and CALC!

Sincerely,

Trevor Bossi (Dickinson '16)
bossit@dickinson.edu

Freida Adu-Brempong (Dickinson '16)
adubremf@dickinson.edu

Nicholas Baxter (Dickinson '16)
baxtern@dickinson.edu

Christian Salem (Dickinson '16)
salemc@dickinson.edu

Executive Summary:

Project Overview

Works in the Windows is a Policy Management Senior Seminar Legacy Project. With the Carlisle Arts Learning Center (CALC) as our client, we sought to build connections between members of the Carlisle and Dickinson communities in order to successfully revitalize this former Policy Management project.

The Works in the Windows project was first conceived in 2008 by a previous Policy Management class. However, the project was unable to sustain itself for an extended period of time. The ultimate goal of our team was to revitalize this project and create a network of strong relationships between CALC, the Dickinson Arts Department, and the Dickinson Arts Collective that will allow the individuals involved with the project to keep it up and running.

At the start of the semester, we recognized opportunities in the community to uplift and beautify some areas of downtown Carlisle, while also increasing stores' attractiveness to potential buyers. Works in the Windows involves collecting voluntary artwork created by local or Dickinson artists and installing these pieces and displays in the windows of empty storefronts, especially those on North Hanover Street. By placing works of art done by local or Dickinson artists in these windows, we hope to contribute to the development of the Carlisle community and also establish new or stronger relationships between community members and the college.

We were able to gauge the interests of Dickinson Art students, those involved with Sustainability education, and other individuals involved in the Carlisle community. At the end of the semester, we were able to successfully secure a variety of artwork, ranging from pastels and sketches to cardboard structures, for the first few installations. We were also able to get a few store owners on board with Works in the Windows. We identified possible opportunities for funding and innovation through the Greater Carlisle Project's newly acquired grant for sharing community narratives.

Works in the Windows serves as a project that improves relationships between CALC, Carlisle area businesses, and Dickinson College students and faculty. In addition, this project aims to increase Dickinson artists' public visibility, and presents the opportunities for more creative public art displays in Carlisle. Our team is glad to have had the opportunity to foster these connections and looks forward to seeing the type of legacy this project will leave for years to come.

Startup Process

The first step taken was to meet with our client, Catherine Stone at Carlisle Arts Learning Center. She was our main resource for getting the project started. We attacked this project by first conducting a SWOT analysis in order to get a better understanding of where we stand with this project and future potential problems that could arise.

- Strengths
 - Resources (CALC, Arts Department, Arts Collective, Center for Sustainability Education)
 - Potential storefronts for displaying art
- Weaknesses

- Vacant storefronts in downtown Carlisle
- Difficulty of finding voluntary artists/ artwork donations
- Opportunities
 - Improving appearance of Downtown Carlisle
 - Dickinson student involvement in Carlisle
 - Variety of displayed art
- Threats
 - Viability of program sustaining itself
 - Changing storefront ownership/usage

At our first meeting Cathy expressed a few key concerns she had, based on the previous 2008 version of Works in the Windows:

- Lack of interest from professional/semi professional artists
- Difficulty dealing with several property owners
- Longevity of project
- Threat of damage to artwork from theft or elements

As a team we took to the streets of Downtown Carlisle and identified vacant stores and took note of the realtors and owners. We relayed this information to point person Catherine Stone and discussed existing storefront opportunities, realtors, liabilities and limitations. The following are the properties and the realtors or owners that own them which we have identified as potential locations for future implementation of our project which included the following addresses mapped in Figure 1:

- 19 + 21 N Hanover: Shaun Foote
- 25 + 27 W High: Al Pringle from Keystone Realtors
- 14 N Hanover: Sterling Realtors
- 25 N Hanover: Keystone Realtors
- 116 N Hanover: Hooke, Hooke & Eckman Realtors
- 164 N Hanover: Doug Heineman from Howard Hanna Realtors
- 120 N Hanover: Hooke, Hooke & Eckman Realtors

We shared our client's concern that it would be a challenge to find local artists who would be willing to donate their art to Works in the Windows. This led us to reach out to the Dickinson Art Department and focus on obtaining most of the artwork from students who had alternatives to fine art. We also reached out to Neil Leary at the Center for Sustainability Education to see if his center would be interested in being a resource for the project considering their active involvement in the Carlisle community.

Our team went on to meet with the head of the Dickinson Art Department, Anthony Cervino, to discuss his potential involvement in the Works in the Windows project. After establishing a partnership with Professor Cervino, he became a solid resource for getting in touch with Dickinson Art students. Anthony Cervino invited us to come to his Foundations in Sculpture class and pitch our project to his students. We were able to get ninety percent of the class to donate their artwork to Works in the Windows. This will provide us with about 35 pieces of art for next semester.

In a later meeting, we were informed that one property owner, Shaun Foote, would be happy to cooperate with our project. Unfortunately, we were not able to get any artwork installed before the end of the semester. However, we have artwork to install (as well as surplus for other locations) and are confident that Works in the Windows will be up and running in the Spring Semester.

Partnerships and Information Learned

Meaningful collaboration was essential to the success of this project. Potential partners were identified based on their scope of work and individual interests of those we had in our personal networks at Dickinson. Our partners were made up of academic departments, centers, faculty, students, and business owners. All of these stakeholders had not just an interest in Works in the Windows, but a way to serve as a resource for the project. Figure 2 presents a guide for how these partners are expected to all interact with one another. The stakeholders in this project are as follows:

- Catherine Stone- Carlisle Arts and Learning Center (CALC)
- Anthony Cervino- Dickinson Arts Department
- Neil Leary- Center for Sustainability Education
- Rachel Gross- Dickinson Arts Collective
- Cynthia Maggidis- Dickinson College Student Artist
- Shaun Foote- Camp Koala Owner

The Carlisle Arts and Learning Center is a strong standing resource for the project. It is fitting for Catherine Stone to carry out the project as an exhibition curator and considering her extensive network of local and international artists. She has an eye for display composition and is also connected to local business and store owners.

Anthony Cervino has been instrumental in building the relationship between CALC, our team, and the students taking courses in the Dickinson Arts Department. Professor Cervino teaches multiple courses across the artistic spectrum and has opened up many opportunities for collaboration with Dickinson student artists. The art that these students create will be the majority of the art displayed in the vacant storefront windows.

Neil Leary, Director of the Center for Sustainability Education was particularly interested in being involved in Works in the Windows. He informed our team of the PA Humanities grant that the Greater Carlisle Project was just awarded, which the center is a partner of. With this grant, a project which would tell community narratives, possibly through art in storefront windows. The project allowed by this grant is said to take off in January of 2016. Leary also connected us to a student intern at the center who is also a member of Dickinson's Arts Collective.

The Dickinson Arts Collective is an organization which seeks to promote, recognize, and stimulate the general interest and appreciation of art from both historical and creative viewpoints on campus. Rachel Gross, a First-Year student at Dickinson, is invested in the promotion of art on campus and in the community, as well as sustainability and community development. We have identified her as a fitting liaison between Catherine Stone at CALC and partners at Dickinson College.

This project would not come to pass if it were not for the generous contributions of our artistic peers from the Art Department. In particular, student artist, Cynthia Maggidis made an overwhelming contribution of many art pieces. We also received the donations of students from the Foundations to Sculpture course who

agreed to donate their cardboard structures (and other works) which are currently installed in the Kline Athletic building.

Camp Koala building owner Shaun Foote made his building available to our project after Cathy reached out to discuss our project. He was immediately on board and offered to allow us to display student art on the first floor of the Camp Koala storefront at 19 + 21 Hanover Street. His willingness to participate in our project is the first of many steps that will be taken to get Dickinson student art in many of the vacant storefronts on both Hanover Street and High Street.

Implementation of project

This fall, we have successfully collected voluntary student art work, and identified strong partnerships. We have identified an opportunity for innovative Works in the Windows installment via the Communities Narratives project being carried out by the Greater Carlisle Project, which could also be a source of funding for a small amount of materials such as aisles and cleaning equipment. After looking into potential properties, we identified two storefront windows that can have art installed in them earliest, giving our client the opportunity to fully carry out this project as soon as she is ready to do so. The only thing left to complete, is get the key for the building from the store owner and install the artwork. A drafted idea for an informational poster to be included in the installment is also provided in the attachments.

Furthermore, a step by step process and timetable for next semester's implementation of Works in the Windows is suggested below that is dependent upon the relationship between CALC and the Dickinson Art Department. A semester by semester approach is the most practical and feasible for Dickinson artists because they are only in the area to resolve any issues while class is in session, and they will be able to bring work home with them over breaks as well, if desired. Alternate arrangements could also be made; this timeline is meant to be advisory:

- January 27, 2016 - Get the art from Dickinsonians/ local artist
- February 1 - Begin the cleaning process of the vacant windows
- February 8 - Begin installation of artwork into windows
- February 15 - Final display of artwork, no more improvisations
- May 2 - Remove artwork from windows.

Plan for long term project sustainability

To sustain this project, we are providing (1) a contact list, (2) a draft contract, and (3) an advertising poster in the supporting information section. The contact list will enable CALC to reach out to partners at the onset of every new semester to continue the project. The draft contract, while meant to be optional, lays out the responsibilities of CALC, the artists, and the property owners who partake in Works in the Windows.

The contacts provided are to be updated as changes occur (every two months or so). Changes in building ownership or rental status should be noted. Also, opportunities for unique installations should be considered too. The first of these is the upcoming year-long initiative to share community narratives via the Greater Carlisle Project. We have also provided a sample of an informational poster to be put up along with the artwork too in order to inform the public of the project and offer them instruction for how to get involved..

Policy Management Majors, Recap and Lessons Learned:

The Works in the Windows Project is a strong initiative that we foresee more organizations and community members wanting to be a part of in the future as most organizations are committed to the betterment of the Carlisle community and support the current work of CALC.

We were initially surprised to hear that there was limited interest among community artists for displaying artwork for free in buildings. Cathy informed us that this was a common misconception by non-artists-that artwork would work hard for free all the time and it was an unfair expectation we had not considered previously. However, we were equally (and pleasantly) surprised to discover the enthusiasm among Dickinson student artists for the project. We believe that this momentum will be essential for the project moving forward, and we hope Dickinson artists will, in turn, continue to reach out to Cathy every semester (and/or vice versa).

The Carlisle Arts Learning Center works to enrich the community by promoting exploration and appreciation of the visual arts. We were fortunate to have had the opportunity to serve this organization, and our community this semester. As seniors in the major, we were able to put many of the skills we have acquired at Dickinson to use and also discover new personal strengths and weaknesses.

We hope that with this final summary of information, the Works in the Window Project can become a staple of the Dickinson community, continue to form partnerships between the college and businesses, and also present opportunities for more individuals in Carlisle to get involved. We would like to keep developing and promoting the solid relationship between Carlisle Arts Learning Center and Dickinson students. As we go on to pursue our respective jobs and careers, we hope to maintain the entrepreneurial spirit of self starting a community based project or assisting an organization via pro bono consulting. We hope that you do not hesitate to contact us with any additional questions you may have and we look forward to assisting you in installing artwork for Works in the Windows next semester.

Attachments

Figures

Figure 1. Map of Potential Vacant Storefronts

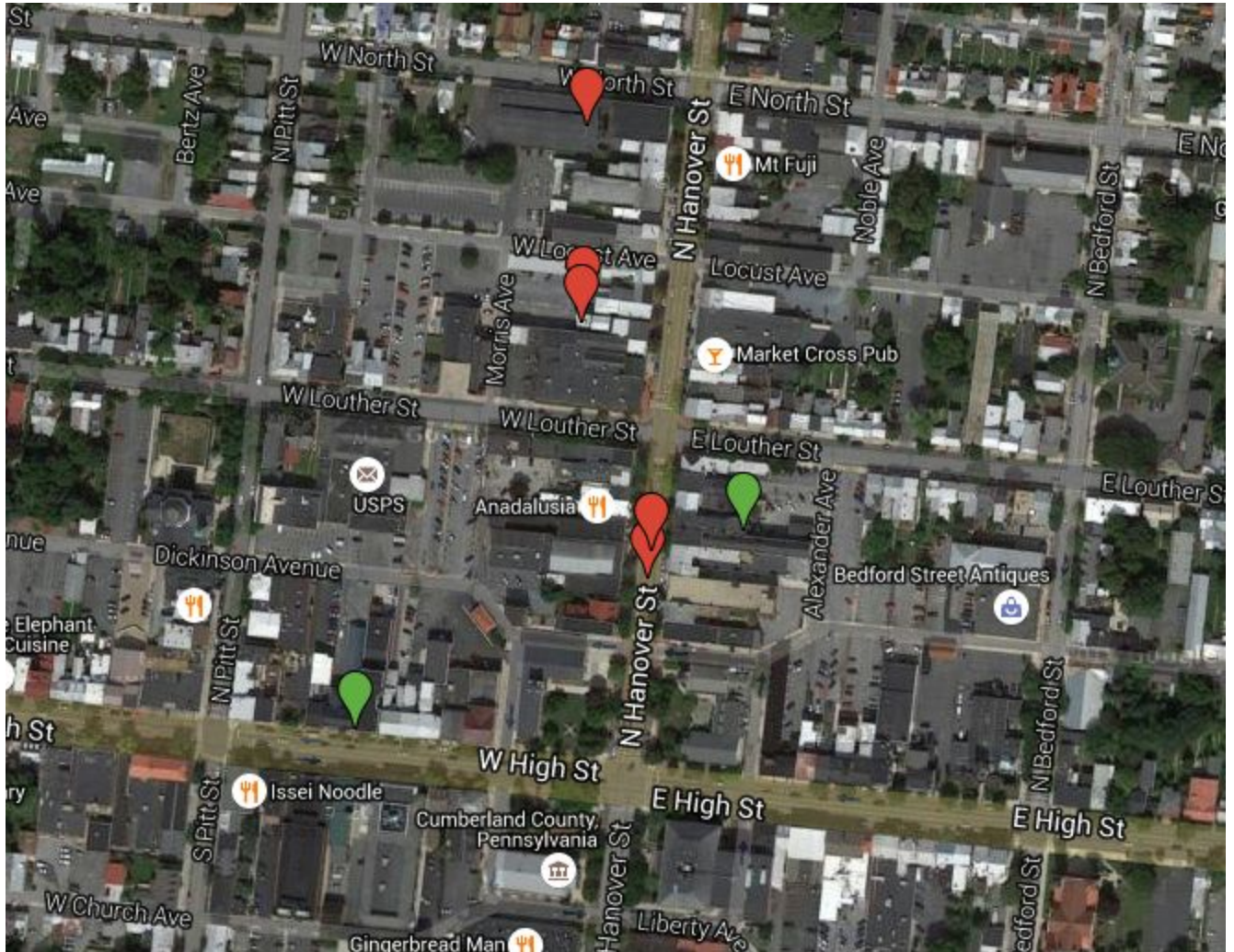
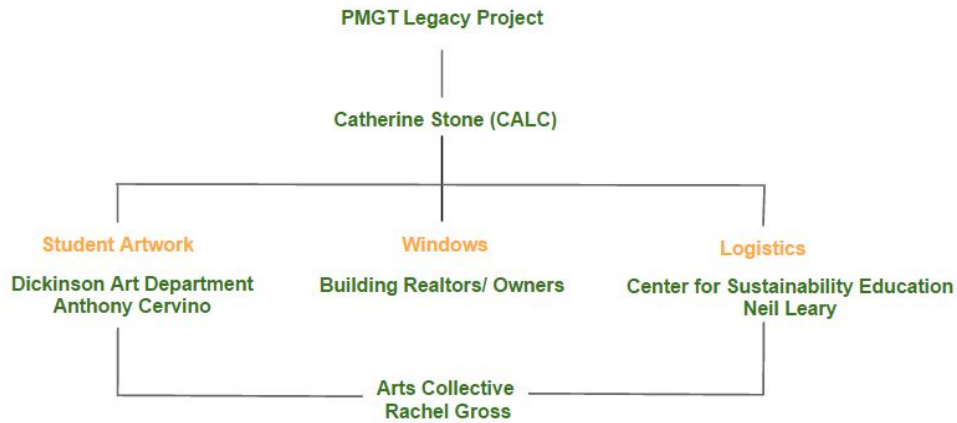


Figure 2. Future Responsibilities Matrix



II. Contact Information

Contact	Organization	Phone	E-mail	Explanation
Cathy Stone	Carlisle Arts Learning Center	(717)-249-6973	castonecalc@gmail.com	Primary contact at CALC
Anthony Cervino	Dickinson Arts Department	(717)-245-1714	cervinoa@dickinson.edu	Contact for Dickinson Arts Department
Rachel Gross	Dickinson Arts Collective	n/a	grossr@dickinson.edu	Contact for Dickinson Arts Collective
Neil Leary	Center for Sustainability Education	717 245-1954	learyn@dickinson.edu	Contact for Center for Sustainability Education
Shaun Foote	Camp Koala	717-448-9123	n/a	Owner of Camp Koala property on Hanover St.
Doug Heineman	Howard Hanna	(717)-243-1000	n/a	Contact for Howard Hanna properties
Andrew Kronenberg	Hooke Hooke & Eckman	(717)-249-1844	Andrew@thinkhhe.com	Contact for Hooke Hooke & Eckman
Alec Pringle	Keystone Group	(814)-883-9311	apringle@kreglp.com	Owner of 25-27 W High St. property
Donna Probst	Sterling Property Management	(717)-258-5800	n/a	Contact for Sterling Property Management

III. Supporting Information

i. Contract



Works in the Windows Contract

ART EXHIBIT AGREEMENT BY AND BETWEEN CARLISLE ARTS LEARNING CENTER AND -
_____ [Artist]

This Art Exhibit Agreement ("Agreement") is made and entered into this ___ day of _____,
by and between the Carlisle Arts Learning Center ("CALC"), whose mailing address is _____ and
_____ ("Artist"), whose mailing address is
_____.

RECITALS

WHEREAS, CALC is acting as the curator and coordinator of the Works in the Windows program which will exhibit artwork in storefront windows in historic downtown Carlisle; and

WHEREAS, _____ (Owner) owns the property located at _____,
Carlisle; and

WHEREAS, CALC has requested the Owner to participate in the Works in the Windows program in support of the promotion of local arts and business; and

WHEREAS, CALC has requested the Owner to permit the installation and exhibition of local artists in the windows of the aforementioned building with a 21-day notice to either Artist or Owner on a month-to-month basis and

WHEREAS, the Exhibition is anticipated to be held from _____ through approximately _____, and

WHEREAS, in exchange for the promotion of the arts, Artist desires to lend, at no cost to CALC, his/her Artwork (as defined in Exhibit "A") for display at the Exhibition as set forth below; and

WHEREAS, Owner has determined that it would be beneficial and in the best interests of the Owner to allow the Artist to place the Artwork on Owner's premises to promote visual arts in downtown Carlisle the owner on the terms and conditions set forth below.

TERMS

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements, CALC, Artist and Owner agree to the following terms and conditions:

1. Artwork and Agency. Artist agrees to, at no cost to Owner and CALC, lend his/her Artwork, as more particularly described and/or depicted on Exhibit A, attached hereto and incorporated 3 herein for all purposes, for display at the Exhibition ("Artwork"). All modifications or additions to Exhibit A shall be in writing, signed by all parties, and attached to this Agreement. Artist and Owner agree that Owner is not, under any circumstance, acting as Artist's agent, dealer and/or exclusive seller. The parties acknowledge and agree that the Exhibition is the exclusive event of the CALC in its promotion of art.

2. Delivery/Loan Period. Artist hereby agrees to loan the Artwork to CALC and Owner from installation date or by _____, 2015 through approximately Sept 12, 2015. Artist shall, at his/her sole cost and expense, be responsible for delivery, installation and removal of the Artwork from the Exhibition, said removal to occur no later than Sept 12., 2015 ("Removal Date"). Artist acknowledges and agrees that space is limited in Owner and that all artwork submitted for display during the Exhibition is subject to the review and approval of CALC and Owner. Owner agrees to not handle, move, or de-install artwork without a one week notification to Artist. If it is not possible to contact Artist, Owner agrees to notify CALC representative to assist in moving or de-installation of Artwork.

3. Installation and Curatorship.

3.1 Installation. Artist shall deliver the Artwork in a form that is ready for immediate display. Two-dimensional ("2D") Artwork shall be safely wired for hanging and three-dimensional ("3D") artwork must be ready for installation immediately upon delivery to the Exhibition. Exhibition shall include the following: Artist's name, title of piece, and medium. The Artwork must be approved by CALC in its sole discretion. Artwork must be installed in a manner appropriate for safe public presentation. Artist agrees to display, pack, transport and provide for the removal/return of his art/her artwork at his/her own risk and expense.

3.2 Permission to Reproduce Artist Information. Artist grants CALC, and its exhibit organizers, permission to reproduce his/her name, information describing his/her work, representations of his/her work and any other information he/she has provided for the purpose of display, promotion and publicity either now or in the future.

3.3 Removal by CALC. If Artist is not available on-site to display, re-pack or re-transport his/her work, he/she gives CALC, and its exhibit organizers, permission to do so on his/her behalf at his/her risk and expense. Works left over with CALC for 30 days beyond the Removal Date become the property of CALC.

3.4 Access to Property. Artist agrees to respect the property in which his/her work is displayed. Artist must contact CALC and Owner Facilities Manager [title of position] for authorized access, including notification of all individuals for whom access is required. Artist agrees that at no time will any key or code be replicated or provided to any third party without the express authorization of Owner.

3.5 Insurance. Artist shall be solely and exclusively responsible to insure properly and adequately his/her work and property.

4. Artist Assumption of Liability and Waiver/Removal of Artwork.

4.1 Artist and CALC acknowledges and agrees that Owner will not provide any security for the Exhibition, including, without limitation, installation, maintenance and removal 4 of the Exhibition, and Artist

acknowledges and agrees that CALC and Owner shall not, for any reason, be liable for any lost, stolen and/or damaged Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Artwork and/or Exhibition. ARTIST HEREBY RELEASES CALC AND Owner, AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND VOLUNTEERS FROM, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, HE/SHE MAY HAVE WITH REGARD TO LOST, STOLEN AND/OR DAMAGED ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE ARTWORK AND/OR EXHIBITION.

4.2 Should Artist fail to remove the Artwork by the Removal Date, CALC shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate solely by CALC. Artist shall be responsible for any and all costs and expenses associated with CALC's removal of the Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Exhibition as provided in this Paragraph. ARTIST HEREBY RELEASES CALC AND OWNER, AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND VOLUNTEERS FROM, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, HE/SHE MAY HAVE WITH REGARD TO, CALC'S REMOVAL OF THE ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE EXHIBITION.

4.3 Paragraphs 4.1 and 4.2 shall survive the termination of this Agreement.

5. Photographic Rights. Artist hereby grants permission to CALC to photograph and/or videotape and/or to authorize others to photograph and/or videotape the Artwork and Exhibition for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork and/or Exhibition, record keeping and additional non-commercial purposes such as, among others, educational, public relations and promotion of the arts.

6. Representations and Warranties Regarding Copyright. Artist hereby warrants and represents that the Artwork is an original creation of Artist and will not infringe the copyright, trademark or other intangible rights of any third party.

7. Termination/Waiver of Damages. This Agreement may, with a one week notice, be terminated by Owner or Artist for any reason or no reason at all. Should Owner terminate this Agreement, CALC AND ARTIST EACH RESPECTIVELY RELEASE OWNER, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES, VOLUNTEERS AND EMPLOYEES, FROM, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, HE/SHE MAY HAVE WITH REGARD TO OWNER'S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ACTUAL AND/OR CONSEQUENTIAL DAMAGES.

8. Conflicting Events. Owner will coordinate the scheduling of the Exhibition so as not to conflict with any event and/or function of the Owner. Should a conflict arise between the Exhibition and an event and/or function of the Owner, the Owner event and/or function shall take precedence over the Exhibition.

9. Indemnification.

9.1 TO THE FULL EXTENT PERMITTED BY LAW, ARTIST AND CALC SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OWNER, ITS BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES,

VOLUNTEERS AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEY'S' FEES INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT AND/OR THE SETUP, OPERATION, VIEWING BY THE PUBLIC AND/OR REMOVAL OF THE ARTWORK AND ARISING OUT OF A WILLFUL AND/OR NEGLIGENT ACT AND/OR OMISSION OF CALC AND/OR ARTIST, AND/OR THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of the owner or its officers, agents, employees, volunteers or other contractors or their subcontractors.

9.2 ARTIST SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CALC, ITS BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, VOLUNTEERS AND EMPLOYEES, AND THOSE ENTITIES LISTED IN EXHIBIT "B" FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT AND/OR THE SET UP, OPERATION, VIEWING BY THE PUBLIC AND/OR REMOVAL OF THE ARTWORK AND ARISING OUT OF A WILLFUL AND/OR NEGLIGENT ACT AND/OR OMISSION OF ARTIST AND/OR ARTIST'S OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of CALC or its officers, agents, employees, volunteers or other contractors or their subcontractors, or of the entities listed in Exhibit "B".

9.3 Paragraphs 9.1 and 9.2 shall survive the termination of this Agreement.

10. Entirety of Agreement, Governing Jurisdiction and Mediation. This Agreement constitutes the entire Agreement between the parties. No modification will be enforceable except in writing and signed by all the parties. This Agreement is governed by the laws of the State of California. In the event that any dispute arising under this Agreement results in litigation or mediation, such action or proceeding will be brought exclusively with the Superior Court of Solano County, California. 6

11. Reference to Artist. When referring to Artist herein, this Agreement shall refer to and be binding upon Artist, his/her agents, representatives, employees, volunteers and assigns.

12. Reference to Owner/Reference to CALC. When referring to Owner herein, this Agreement shall refer to and be binding upon the Owner, its Board Members, officers, agents, representatives, employees, volunteers and assigns. When referring to CALC herein, this Agreement shall refer to and be binding upon the CALC, its Board Members, officers, agents, representatives, employees, volunteers and assigns.

13. Compliance with Laws. Artist shall comply with any and all local, state and federal ordinances, rules, laws and regulations, as they currently exist, may be amended or in the future arising.

14. Default. In the event Artist fails to comply with any of the provisions of this Agreement, Owner shall have the following remedies, in addition to Owner's other rights and remedies: to immediately terminate this Agreement without any liability to Owner as previously provided herein; and/or to require the immediate cessation of the setup, operation and/or removal of the Artwork and/or Exhibition.

15. Miscellaneous Provisions.

15.1 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

15.2 Assignment. Parties shall not assign any of its rights or obligations under this Agreement and any attempt to do so shall be void and of no effect.

15.3 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist, Attention To: _____

If to CALC, Attention to: Carlisle Arts Learning Center,
38 W. Pomfret St.
Carlisle, PA.
(717) 249-6973

If to Owner, Attention To: _____

15.4 Sovereign Immunity. The parties agree that Owner has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

15.5 Execution. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

15.6 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

15.7 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

15.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

15.9 Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.10 Miscellaneous Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

15.11 Miscellaneous Drafting Provision. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

15.12 Waiver. Waiver by any party of any breach of this Agreement, or the failure of any party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

CALC

By: _____
Date: _____

Artist

By: _____
Date: _____

Owner

By: _____
Date: _____

ii. Project Logo:



iii. Informational poster for store windows



Works in the Windows brings together local artists and business store owners, as well as other community partners to beautify our Carlisle community.

For information on how you can participate in this project, contact Catherine Stone of the Carlisle Arts and Learning Center.

