

Jul 06, 2018

Veronica O'Hern

Iowa Arts Council / Iowa Department of Cultural Affairs

State Historical Building, 600 East Locust Street

Des Moines, IA 50319

Dear Veronica O'Hern:

This letter is to confirm that Iowa Arts Council is engaging Creative Capital ("Creative Capital") to provide a **Core Skills Workshop** ("Workshop") in Des Moines, IA from August 25 - 26, 2018.

1. Creative Capital Responsibilities

Creative Capital's Workshops are designed to deliver skill-building opportunities to communities of artists across the country and to assist artists with developing plans for sustaining their creative careers. Creative Capital will:

- a. Develop and provide the Workshop curriculum
- b. Provide Workshops leaders (4)
- c. Develop, produce, and ship to Iowa Arts Council all Workshop printed materials
- d. Make Workshops evaluations available to Iowa Arts Council

2. Iowa Arts Council Responsibilities

Iowa Arts Council understands that its duties and responsibilities for the Creative Capital Workshop are as follows.

- a. Application/Selection Process:** Iowa Arts Council will select a maximum of 15 artists to participate in the Workshop. Creative Capital strongly encourages partners to select a diverse group of workshop participants, including a minimum 30% artists of color. Iowa Arts Council will inform Creative Capital of the Workshop participant names, emails and disciplines, along with any other biographical artist information it has gathered, no later than three weeks prior to the Workshop.
- b. Promotion:** Iowa Arts Council will be responsible for determining if any publicity and promotional materials are necessary for the Workshop and if so, producing said materials. All publicity and promotional materials must be reviewed and approved by Creative Capital. Creative Capital shall be credited as the initiator and originator of the Workshop and the attached logo and "Creative Capital Workshop" shall be used in all printed and promotional materials.
- c. Staffing:** Iowa Arts Council will provide a minimum of one staff person to be on-site and assist the Creative Capital team for the duration of the Workshop. The staff person will manage site needs with input from Creative Capital; familiarize Creative Capital on-site

management with the venue; set-up, maintain and break-down venue and equipment; take care of all catering needs; greet and check-in participants; and other pre-workshop and on-site assistance including but not limited to: creating name tags and time keeping. In addition, Iowa Arts Council will provide a qualified professional technical operator for the participant presentations on Saturday morning. The technical operator must have experience setting-up and operating laptop computers run through projectors. The technical operator will be available to Creative Capital pre-Workshop to discuss and arrange all technical needs, and collect participants materials. Iowa Arts Council will collect materials from the participants for these presentations, which will be specified to the artists by Creative Capital, prior to the Workshop start date, and pre-load said materials. The technical operator will set up and have all equipment in working order at the Workshop venue and the participant presentations loaded in order before the start of the Workshop.

d. Venue: Iowa Arts Council will provide a venue to host the Workshop. If space is not available at

Iowa Arts Council facilities, Iowa Arts Council will be responsible for securing an outside venue and covering any rental costs. The Workshop Venue will consist of one large meeting space that can accommodate a group of approximately 20-25 people (participants, leaders, Iowa Arts Council staff, and up to five observers); as well as one additional rooms for up to 15 persons and two additional rooms for two to four persons for consultations and small group work. The venue should be set up by Iowa Arts Council according to the specifications outlined in the accompanying Partner How To document, with the necessary furniture and equipment including comfortable chairs for all attendees; a projector, projection screen, laptop computer with necessary cables and speakers; and access to a copy machine and printer. Creative Capital requires access to the venue one hour before the Workshop times to allow for technical rehearsals, set-up and breakdown. Additionally, the Venue shall be in compliance with Title III of the Americans With Disabilities Act, and Iowa Arts Council will make best efforts to provide accessibility, interpretation, and/or assistance as needed to any Workshop participants with disabilities.

e. Equipment: Iowa Arts Council will provide the following supplies and equipment for the Workshop:

- Projector and screen
- Name tags for all Workshop participants, staff and observers
- One easel with large self-stick pad/flipchart and markers

f. Catering: Iowa Arts Council will provide light breakfast and lunch for all participants, leaders, staff and observers for both Workshop days, and accommodate reasonable special dietary requests as needed.

g. Accommodations: Iowa Arts Council will provide single room hotel accommodations at a conveniently located business class hotel for four Workshop leaders for the nights of August 24 and 25, 2018, and provide hotel information to Creative Capital no later than two weeks before the Workshop.

3. Fees and Payments

a. For these services, Iowa Arts Council will pay Creative Capital the Workshop Fee of \$18,380 which includes all administrative, planning, materials and leader, and travel fees, excluding hotel, according to the Budget below.

b. This fee will be due to Creative Capital upon invoice as follows:

\$10,000 due August 1, 2018
\$8,380 due September 15, 2018

c. Budget:

Administration & Preparation	\$4,750
Leader fees, travel and per diem (excluding hotel)	\$13,330
Materials	\$300
Total	\$18,380

4. Option Add-Ons

As mutually agreed-upon between Creative Capital and Iowa Arts Council, Creative Capital may provide and Iowa Arts Council the following program add-ons from September 1, 2018 through May 1, 2019. Iowa Arts Council will pay Creative Capital for any agreed-upon add-ons, upon Invoice from Creative Capital.

a. Individual Online Workshop Login for Workshop participants to participate in previously-scheduled Creative Capital Online Workshops, at a rate of \$20/per Online Workshops per User.

b. Group Online Workshop Login for Workshop participants to participate in previously-scheduled Creative Capital Online Workshops, at the rate of \$150 per Online Workshop.

c. Individual Followup Calls three and/or six months following the Workshop, \$50 per call

5. Certificate of Insurance

Iowa Arts Council shall provide Creative Capital with a Certificate of Insurance listing

Creative Capital Foundation, 15 Maiden Lane, 18th Floor, New York, NY10038

as an additional insured for the Workshop on August 25-26, 2018. The Certificate must show Commercial General /Auto Liability Insurance for limits of \$1,000,000 per occurrence for Bodily Injury and Property Damage, \$1,000,000 per occurrence for Personal & Advertising Injury, \$1,000,000 for Products Liability and Completed Operations, \$1,000,000 for Fire Damage Legal Liability and \$2,000,000 for General Aggregate, with an Umbrella/Excess Liability of not less than \$4,000,000 per occurrence. Certificate must be provided to Creative Capital no later than two weeks prior to the Workshops date.

6. Release

Iowa Arts Council hereby acknowledges and understands that Creative Capital is not responsible for the actions or omissions of any Workshop leader (the "Leaders") and/or the Workshop participants (the "Participants") and/or any other third party in connection with the Workshop including, without limitation, any negligence, gross negligence, or reckless acts on the part of the Leader(s) any Participant or any

other third party. Creative Capital does not assume any responsibility for any injury, loss, damage, delay, or death to person or property arising from the actions or omissions of any Leader, Participant and/or any person who is to or does provide goods or services for the Workshop or for the quality of the materials used by the Leader(s) or any other third party in connection with the Workshop and Iowa Arts Council is voluntarily participating in the co-hosting of the Workshop (including any task the fulfillment of which is required by Creative Capital hereunder or otherwise) with knowledge of the risk involved. Iowa Arts Council hereby agrees that Iowa Arts Council and its board members, officers, employees, contractors, vendors, assigns and legal representatives (the "Releasing Parties") will not institute or support any claims against, sue, attach the property of, or prosecute Creative Capital and its board members, officers, employees, contractors, vendors, assigns and legal representatives (the "Released Parties") for personal or emotional injury or damage to property resulting from the Workshop and Iowa Arts Council's participation in co-hosting the Workshop. This release specifically includes any and all claims for damages or penalties relating to or in any way connected with the matters referred to herein, whether or not now known or suspected to exist, and whether or not specifically or particularly described or referred to herein. Iowa Arts Council expressly waives any right or claim of right to assert hereafter that any claim has, through ignorance, oversight or error, been omitted from the terms hereof. Iowa Arts Council hereby releases the Released Parties in advance, from any and all actions, claims, liabilities, or demands that the Releasing Parties now have or may hereafter have for the foregoing.

7. Attachments

The attached cancellation policy shall be considered integral to this Agreement.

If these terms are agreeable, please indicate your approval by signing the agreement where indicated below. We look forward to working with you.

Sincerely,

Marianna Schaffer

Director of Artist Initiatives, Creative Capital

Agreed to and Accepted by:

Matthew Harris

Veronica O'Hern

Grants and Programs Specialist

Iowa Arts Council

Marianna Schaffer

Marianna Schaffer

Director of Artist Initiatives, Creative Capital

ADDENDUM A: CANCELLATION POLICY

Cancellation: For purposes hereof, "Variable Costs" shall mean all costs of travel (including air, rental car, car service, taxi and other ground transportation) and materials incurred by Creative Capital in preparation for the Workshop and "Fixed Costs" shall mean Creative Capital's administration, planning and leader fees associated with the Workshop, in each case as set forth in the Workshop budget attached to the Agreement. In the event of a cancellation:

(a) By Either Party For Force Majeure. In the event the Workshop is cancelled by either party due to force majeure on or prior to the Workshop date, the parties will make good faith efforts to reschedule the Workshop within six (6) months of the original Workshop date. If rescheduling is possible, then this Agreement will be amended to reflect the new date. If rescheduling is not possible due to the inability of the Iowa Arts Council to reschedule within such six (6) month period, then Iowa Arts Council will owe the sum of Two Thousand Dollars (\$2,000) as cancellation fee, plus a reimbursement of and nonrefundable Variable Costs actually incurred to date. If rescheduling is not possible due to the inability of Creative Capital to reschedule within such six (6) month period, then this Agreement will be considered void and no sums will be owed to Creative Capital by the Iowa Arts Council .

(b) By Iowa Arts Council . In the event the Workshop is cancelled in writing by Iowa Arts Council other than for force majeure (a "Cancellation Notice"), then the parties will make good faith efforts to reschedule the Workshop within six (6) months of the original Workshop date:

(i) If cancelled at least two (2) weeks, but no later than eight (8) weeks, prior to the Workshop date, then if rescheduling is possible,
(A) Creative Capital will be entitled to charge Iowa Arts Council an additional amount equal to (1) its Variable Costs actually incurred up to the date of receipt of the Cancellation Notice plus (2) twenty-five percent (25%) of the amount of its Fixed Costs and
(B) this Agreement will be amended to reflect (1) the new dates and (2) the new, amended amounts required to be paid by the Iowa Arts Council . If rescheduling is not possible for any reason, then Iowa Arts Council will pay Creative Capital an amount equal to (1) its Variable Costs actually incurred up to the date of receipt of the Cancellation Notice plus (2) fifty percent (50%) of the amount of its Fixed Costs.

(iii) If cancelled less than two (2) weeks prior to the Workshop date, then if rescheduling is possible, (A) Creative Capital will be

entitled to charge Iowa Arts Council an amount equal to (1) its Variable Costs actually incurred up to the date of receipt of the Cancellation Notice plus (2) fifty percent (50%) of the Fixed Costs and (B) this Agreement will be amended to reflect (1) the new dates and (2) the new, amended amounts required to be paid by the Iowa Arts Council . If rescheduling is not possible for any reason, then A) Creative Capital will be entitled to charge Iowa Arts Council an amount equal to (1) its Variable Costs actually incurred up to the date of receipt of the Cancellation Notice plus (2) fifty percent (50%) of the Fixed Costs.

(c) By Creative Capital. In the event the Workshop is cancelled at any time by Creative Capital other than for force majeure, then the parties will make good faith efforts to reschedule the Workshop within six (6) months of the original Workshop date(s). If rescheduling is possible, this Agreement will be amended to reflect the new dates and all sums paid by the Iowa Arts Council to date shall be applied towards such new dates. If rescheduling is not possible for any reason, then, the Iowa Arts Council will not owe any sums to Creative Capital under this Agreement. In addition, and regardless of whether the Workshop is rescheduled or not, if cancelled by Creative Capital less than two (2) weeks prior to the Workshop date(s), Creative Capital will reimburse the Iowa Arts Council for up to One Thousand Dollars (\$1,000) of Iowa Arts Council actual documents costs (e.g. hotel deposits, space rental deposits, catering deposits, etc.).

Signature Certificate

Document Ref.: BSWU8-FDTXB-CGP9G-EANFH

Document signed by:

	Verified E-mail: matthew.harris@iowa.gov	<i>Matthew Harris</i>
IP: 165.206.223.171 Date: 09 Jul 2018 15:41:37 UTC		

	Marianna Schaffer Verified E-mail: marianna@creative-capital.org	<i>Marianna Schaffer</i>
IP: 50.74.255.42 Date: 09 Jul 2018 17:56:40 UTC		

Document completed by all parties on:
09 Jul 2018 17:56:40 UTC

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