



Red House Studios Artist Studio / Visiting Artist Application Procedures

Description

The Red House Studios includes four studio spaces, a small kitchen, bathroom, and a shared garage space for storage or additional work space. Three studios are occupied by artists currently practicing in our community. One of these general studios (Studio B) is available from September 2022-June 2023. The fourth studio is the UNI Alumni Studio, which is rented to a recent graduate of the UNI art program.

All artists occupying studios provide two programs each at a pre-selected Cedar Falls school in conjunction with the Hearst Center. The Visiting Artists are coordinated by the Cedar Falls Cultural Programs Supervisor, and Lysie Maynard, Cedar Falls Schools lead art teacher. Artists are paired with classrooms by Lysie Maynard depending on each artist's studio practice and the interests of the art teachers. Learn more about the studios [here!](#)

This is a working studio, not a live-in space. Interested artists should submit a BRIEF RESPONSE TO THE QUESTIONS BELOW (1 page max) as an application for an open studio. Please note the requirements listed. A sample lease agreement is attached for reference. You do not need any prior experience working with youth or participating in a visiting artists program to be considered for the Red House Studios.

Interested in having a studio space at the Red House? Please answer the following:

- + Brief statement of how use of the space will improve the applicant's art practice, and expected outcomes of use of the studio space;
- + Brief, informal description of an arts-related activity or program that could be used during visit to Cedar Falls Schools K-12 classrooms;
- + Any additional information you'd like to share about previous experience working with K12 youth. Optional, not required.

Artists must:

- + Pass a background check and have a clear criminal history;
- + Agree to function as a Visiting Artist via the following requirements:
 1. Provide a program in a pre-designated Cedar Falls K-12 classroom (2 days of class visits with guided activity; visit to be designed in collaboration with Cedar Falls Schools and administered by the Hearst Center)

Next Steps:

Reach out and let us know you're interested in the space! Send your responses to the above questions to the Cedar Falls Tourism & Cultural Programs Manager, Jennifer Pickar, **by Monday, August 15** via email: Jennifer.pickar@cedarfalls.com.

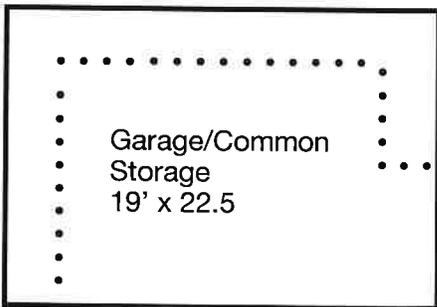
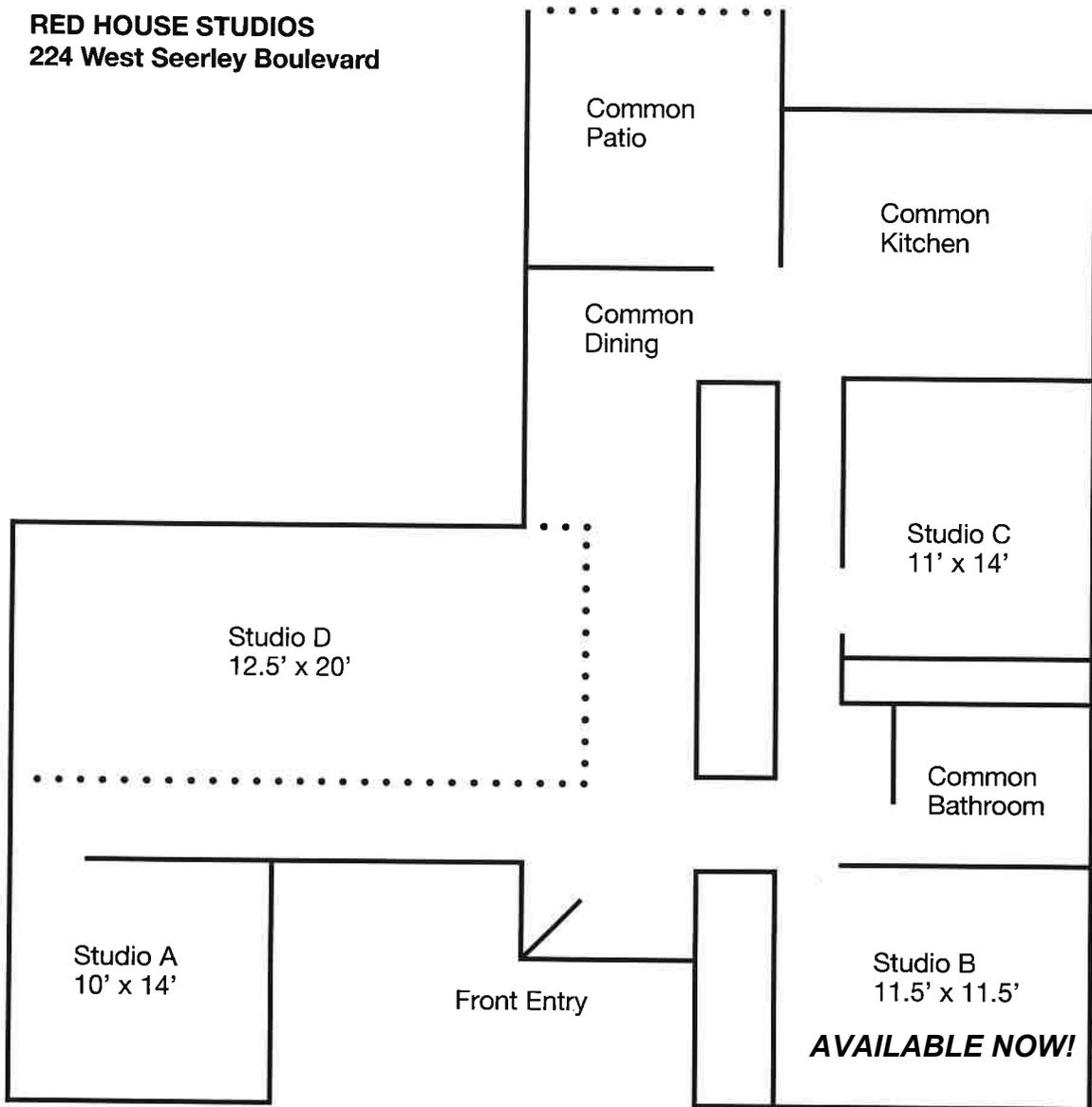
If you do not receive confirmation of receipt of your materials within 48 hours of submission, please contact Jennifer Pickar at Jennifer.pickar@cedarfalls.com.

Applications may be reviewed by the Cedar Falls Art and Culture Board. A formal rental agreement for the studio (example attached) will be required and coordinated through the City of Cedar Falls.

Questions?

Please contact Jennifer Pickar at jennifer.pickar@cedarfalls.com or call 319-273-8641.

RED HOUSE STUDIOS
224 West Seerley Boulevard



CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement in entered into on the ____ day of _____, 20__, by the City of Cedar Falls, Iowa, (“Lessor”), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and _____ (“Lessee”), whose address for purposes of this Lease Agreement is _____.

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of July, 2022 to the 30th day of June, 2023, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio ____ located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the “Premises”)

2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of July, 2022, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:
 - a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio _____. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
 - a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
 - a. **NO HAZARDOUS MATERIALS:** Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. **LIABILITY:** Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. **REMEDIATION:** Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. **INDEMNIFICATION:** Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. **DISPOSAL:** Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Jennifer Pickar, Tourism & Cultural Programs Manager of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-6991 , and whose cell telephone number is 319-540-2340, is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

INSERT TEXT

DATE

CITY OF CEDAR FALLS, IOWA

BY _____
INSERT TEXT

DATE

ATTEST:

BY _____
INSERT TEXT

DATE