



FILMMAKERS RANCH™

ARTISTS IN RESIDENCY PROGRAM

The Artist-in-Residence Program is designed to provide Artists with a safe, supportive, and structured environment in which to pursue a project of their choice — whether screenwriting, film editing, animation, visual art, poetry, or other creative work. The Program fosters both independence and community, offering Artists the time and space to explore their own practice while benefiting from the accountability, mentorship, and expertise of Host's creative community.

The goal of the Program is to help each Artist unlock their true potential and discover what makes them a unique and valuable voice in the world.

In return for this opportunity, the Artist commits to supporting the Ranch community through a set number of hours each week, divided between general support functions (such as reception, café hosting, grounds maintenance, and janitorial duties) and community engagement aligned with the Artist's own skills and expertise. This mutual exchange ensures that the Program strengthens both the Artist's practice and the broader creative ecosystem of the Ranch.

Filmmakers Ranch Artist-in-Residence FAQ

1. What kinds of artists are you looking for?

We welcome screenwriters, editors, animators, musicians, poets, visual artists, and multidisciplinary creators. We're less concerned with résumés or polished portfolios than we are with building a vibrant, collaborative community. The bottom line: we want curious, self-driven creatives who are serious about their craft, finding their unique voice as artists, and are excited to contribute to the collective energy of the Ranch.

2. What's the purpose of the residency?

The program is designed to give Artists a safe and structured place to focus deeply on a project of their choice — whether writing a screenplay, editing a film, developing an animation, painting, or creating new work in another medium. At the same time, Artists benefit from mentorship, accountability, and expertise from the Ranch community, helping them unlock their unique voice.

In return, Artists contribute to the life of the Ranch by dedicating set weekly hours to both general support and creative community engagement.

3. What do the living accommodations look like?

We expect Ranch house to launch in October 2025 as we are currently waiting on live/work zoning approval. Once approved, Artists will be housed in Ranch facilities with private bedrooms and access to shared kitchens, common areas, and bathrooms. Spaces are designed to balance privacy with community — clean, functional, and connected to the creative environment of the Ranch.

4. Do you provide studio or workspace?

Yes. Artists have access to Ranch workspaces, including editing bays, production spaces, and communal creative areas. Depending on the needs of the project, certain equipment (cameras, sound, computers etc) and facilities may also be available with prior approval.

5. What exactly are the residency contributions?

Each Artist commits to approximately 20 hours per week, split evenly between:

General Support (10 hrs/week): reception duties, manning the café, welcoming visitors, hosting studio tours, grounds maintenance, and janitorial support.

Community Engagement (10 hrs/week): assisting with Ranch productions or client projects; supporting training programs; creating promotional, marketing, or archival materials; developing social media content for Ranch or client platforms; or offering feedback, consultation, and mentorship in areas of expertise.

6. How does compensation work?

Artists receive a monthly stipend to offset personal costs. Housing, utilities, and facility use are covered by the Ranch. All stipends are issued via 1099, and Artists are responsible for their own tax reporting.

7. Are there expectations beyond the 20 hours?

Yes — the spirit of the program is collaboration. We encourage Artists to share their work, participate in Ranch community events, and use their talents to help strengthen the collective. While the program won't make you rich, it will provide time, accountability, and connection to focus on your practice.

8. Can I bring a partner or guest?

Guests are limited and subject to Host approval. Overnight stays are generally not permitted. Because of our client and community obligations, partners are not automatically included in the program.

9. What's the time commitment?

Residency terms typically runs 1–3 months, 3-6 months, and 6-12 months. All with the possibility of extension by mutual agreement. The program is designed to give Artists enough time to dive deeply into a project while actively contributing to Ranch life. During this time we will help to develop a post Ranch plan for continued growth.

10. How do I apply?

We evaluate applicants on:

- commitment to their craft and project goals
- interest in community living and contribution

- availability to meet residency requirements
- openness to feedback, mentorship, and accountability
- alignment with Ranch values

Applications are considered on a rolling basis. If no openings are available, we'll keep your application on file for the next cohort.

ARTIST-IN-RESIDENCE AGREEMENT

This Artist-in-Residence Agreement (“Agreement”) is entered into as of [REDACTED], by and between Filmmakers Ranch, an Oklahoma LLC with offices at 4300 N Post Road, Spencer, OK, 73084 (“Host”), and [REDACTED], residing at [REDACTED] (“Artist”).

The purpose of this Agreement is to set forth the terms and conditions under which Artist will participate in Host’s residency program, occupy the designated premises, and create original works while engaging with the Host’s community.

1. **Definitions.** For purposes of this Agreement:

For purposes of this Agreement:

“**Residency Term**” means the period specified in Section 2.

“**Premises**” means the living quarters and common spaces provided by Host, described in Section 3.

“**Works**” means all original works of authorship, including but not limited to artistic, literary, audiovisual, or other creative output, conceived, developed, or created by Artist during the Residency Term, whether alone or in collaboration.

“**Access Credentials**” means keys, fobs, cards, alarm codes, or other security tools provided to Artist by Host.

“**Stipend**” means the financial support provided under Section 4.

“**Recoverables**” means all equipment, materials, tools, props, furniture, supplies, technology, documentation, and other property (whether owned or rented) of Host or provided by Host to Artist, including access credentials.

“**Optional Engagements**” means any separate paid or unpaid engagement, employment, or contract entered into by Artist with Host, Host’s affiliates, vendors, or clients outside of the scope of this residency, as further defined in Section 5(e).

“**Suspension Event**” means illness, incapacity, force majeure, or other conditions that temporarily prevent Artist from fulfilling residency obligations.

2. **Term; Suspension; Termination**

2.1` **Term.** The residency shall commence on _____ (“Commencement Date”) and conclude on _____ (“Expiration Date”), unless earlier terminated in accordance with this Agreement (the “Residency Term”).

2.2 **Suspension Events.** If Artist becomes unable to perform obligations due to illness, incapacity, force majeure, or any other event beyond Artist’s reasonable control (a “Suspension Event”), Artist shall promptly notify Host. During any Suspension Event, Host may suspend Artist’s participation, stipend payments, and access to the Premises. Host may, at its sole election, extend the Residency Term by the duration of the Suspension Event, terminate this Agreement, or make alternative arrangements.

2.3 **Termination for Cause.** Host may terminate this Agreement immediately upon written notice if Artist:

- (i) commits a material breach of this Agreement;
- (ii) engages in misconduct, unsafe, disruptive, discriminatory, harassing, or unlawful behavior;
- (iii) violates Host’s safety rules, substance-free policies, or Code of Conduct;
- (iv) fails to perform required Residency Contributions or Community Engagement obligations; or
- (v) provides false information in this Agreement or in connection with background checks.
- (vi) Upon such termination, Artist shall immediately vacate the Premises, return all Recoverables, and forfeit any unpaid stipend not yet earned.

2.4 **Termination Without Cause.** Either party may terminate this Agreement without cause upon ten (10) days’ prior written notice. Stipend shall be prorated through the effective date of termination. Host has no further obligation to Artist except as expressly set forth herein.

2.5 **Effect of Termination.** Upon expiration or termination:

- (i) Artist shall vacate the Premises and return all Recoverables and Access Credentials;
- (ii) Any of Artist's property left beyond ten (10) days shall be deemed abandoned and may be disposed of by Host without liability;
- (iii) Artist's obligations with respect to Confidentiality, Intellectual Property, Indemnification, and Dispute Resolution shall survive termination.

3. **License to Occupy Premises.**

3.1 **Grant of License.** Host grants Artist a limited, revocable, non-exclusive license (not a lease or tenancy) to occupy the Premises solely for residential purposes during the Residency Term. Artist acknowledges that no landlord-tenant relationship is created by this Agreement, and Artist waives any tenancy rights under Oklahoma law.

3.2 **Premises Condition.** The Premises are provided furnished and "as is." Artist accepts responsibility for maintaining the Premises in a clean, safe, and orderly condition at all times. Artist shall not alter, renovate, or redecorate the Premises (including but not limited to painting, hanging items on walls, or installing fixtures) without Host's prior written consent.

3.3 **Utilities and Services.** Host shall provide standard utilities (water, electricity, internet, and HVAC) at no additional charge. Artist shall be responsible for any extraordinary or unauthorized utility usage.

3.4 **Host Access.** Host and its agents may enter the Premises at reasonable times for inspection, repair, safety, compliance, or emergency purposes, with or without prior notice in case of emergency.

3.5 **Recoverables.** All furnishings, fixtures, equipment, and other property provided by Host (including, without limitation, keys, fobs, alarm codes, access credentials, tools, supplies, or electronics) are "Recoverables" and shall remain Host's sole property. Artist shall return all Recoverables in good condition (ordinary wear and tear excepted) upon termination or expiration of the Residency Term.

3.6 **Prohibited Conduct.** Artist shall not:

- (i) keep pets, except with prior written consent;

- (ii) store hazardous, flammable, or illegal materials;
- (iii) engage in smoking, vaping, or use of open flames inside the Premises;
- (iv) allow unapproved guests to stay overnight; or
- (v) use the Premises for any business, commercial, or unlawful purposes.

3.7 **Damage and Liability.** Artist shall be responsible for damages to the Premises or Recoverables beyond ordinary wear and tear. Host shall not be liable for loss or damage to Artist's personal property, whether by theft, fire, water, accident, or otherwise, except to the extent caused by Host's gross negligence or willful misconduct. Artist is encouraged to maintain renter's insurance for personal property coverage.

3.8 **Vacation of Premises.** Upon expiration or termination of the Residency Term, Artist shall immediately vacate the Premises, remove personal belongings, and return all Recoverables. Any personal property left for more than ten (10) days shall be deemed abandoned and may be disposed of or retained by Host without liability.

4. **Stipend and Support.**

4.1 **Stipend.** Host shall provide Artist a stipend of Six Hundred Dollars (\$600.00) per month, payable in arrears. Host shall issue IRS Form 1099 for stipend payments. Artist is solely responsible for reporting and paying all federal, state, and local taxes arising from such stipend. The parties expressly acknowledge that:

- (i) Artist is not an employee of Host and shall not be entitled to wages, employee benefits, workers' compensation coverage, unemployment insurance, or any other rights or benefits of employment under federal or state law;
- (ii) Artist participates in the residency as an independent contractor; and
- (iii) Stipend is not "pay-or-play": it is conditioned upon Artist's full compliance with this Agreement. Failure to perform obligations may result in reduction or forfeiture of stipend payments.

4.2 **Facilities.** Host shall provide Artist with access to a single bedroom with shared bathroom/shower, designated common spaces, and such studio or creative spaces as Host deems appropriate for the Residency.

- 4.3 **Utilities.** All standard utilities (water, electricity, gas, internet, HVAC) are included in the residency. Artist shall be liable for costs of extraordinary, excessive, or unauthorized use.
- 4.4 **Reimbursement of Expenses.** Only pre-approved, reasonable, out-of-pocket expenses incurred by Artist at Host's written direction shall be reimbursable. Artist must provide detailed vouchers and receipts. Artist is personally responsible for any unapproved purchases, rentals, or expenses.
- 4.5 **Optional Engagements.** Outside of Artist's obligations under this Agreement, Artist may, but is not required to, enter into Optional Engagements with Host, Host's affiliates, vendors, or clients. Such engagements shall:
- (i) be subject to a separate written agreement;
 - (ii) not amend, modify, or affect the terms of this Agreement;
 - (iii) not excuse Artist's performance of residency obligations; and
 - (iv) not create an employment relationship with Host.

5. **Artist's Obligations.**

- 5.1 **Creative Work.** Artist shall devote substantial time during the Residency Term to the creation and development of original Works. The central purpose of this residency is to provide Artist with the time, space, resources, and environment to pursue Artist's creative goals. Host's objective is not only to facilitate production of new Works, but also to support Artist's broader artistic development through accountability, mentorship, and professional guidance. Host may provide, at its discretion, feedback, advisory sessions, peer review opportunities, and access to Host's creative community to help Artist refine ideas, build sustainable creative practices, and move projects forward.

All Works developed by Artist for Artist's own creative purposes remain Artist's sole property, except as otherwise provided in Section 5(d) and Section 8.

- 5.2 **Residency Contribution.** Artist shall provide not fewer than twenty (20) hours of service to Host during the Residency Term, divided as follows:

- (i) General Facility Support (10 hours minimum).
Artist shall perform duties such as reception/guest services, manning café or concessions, hosting or guiding studio tours, grounds maintenance, cleaning, and janitorial assistance, or other comparable facility support activities as directed by Host.
- (ii) Community Engagement & Project Support (10 hours minimum).
Artist shall contribute to Host and Host's clients by performing activities such as:
 - (a) assistance on Host's productions or client productions;
 - (b) support in Host's educational or training initiatives;
 - (c) creation of promotional, marketing, or archival materials;
 - (d) development of social media content for Host's or Host's client platforms;
 - (e) providing feedback, consultation, or creative input to Host or Host's clients; and
 - (f) other projects or initiatives as mutually agreed with Host.

5.3 **Residency Contribution Works.** All deliverables, works, materials, documents, feedback, designs, writings, recordings, photographs, videos, social media content (including posts, captions, or digital contributions), training materials, promotional content, and any other intellectual or creative output created by Artist in connection with the Residency Contribution obligations under subsection (c) (collectively, "Residency Contribution Works") shall be deemed works made for hire for Host. To the extent any Residency Contribution Works do not qualify as works made for hire, Artist hereby irrevocably assigns to Host all worldwide right, title, and interest (including copyrights, neighboring rights, new exploitation rights, and rights in new exploitation methods and media) in and to such Residency Contribution Works in perpetuity. Artist waives all claims to moral rights, droit moral, or similar rights therein to the maximum extent permitted by law.

5.4 **Conduct.** Artist shall comply with all applicable laws, safety rules, and Host's published policies and handbooks, as amended from time to time. Artist shall at

all times conduct themselves in a manner consistent with Host's professional standards.

- 5.5 **Optional Engagements.** Participation in Optional Engagements shall not excuse Artist's performance of residency obligations. Residency obligations are primary and controlling.

6. **Equipment and Facilities Use.**

- 6.1 **Authorization Required.** Artist may only use Host's equipment, technology, or specialized facilities (including but not limited to cameras, sound equipment, lighting, editing systems, production spaces, or technical gear) with Host's prior written approval and, where applicable, under Host's supervision.
- 6.2 **Recoverables.** All equipment, tools, props, materials, and other items provided by Host (collectively, "Recoverables") remain Host's sole property. Artist shall safeguard all Recoverables in Artist's possession, use them solely for authorized purposes, and return them in good condition (ordinary wear and tear excepted) immediately upon Host's request or upon termination of this Agreement.
- 6.3 **Liability for Loss or Damage.** Artist shall be responsible for any loss of, or damage to, Host's equipment, Recoverables, or facilities arising out of Artist's negligence, misuse, or unauthorized activity. Host shall not be liable for damage to Artist's personal equipment or property, whether stored or used on the Premises, except to the extent caused by Host's gross negligence or willful misconduct.
- 6.4 **Expenses.** Artist shall not incur any expenses, rentals, purchases, or other commitments on behalf of Host without Host's prior written approval. Any unapproved expenditures are the sole responsibility of Artist. Reimbursement of pre-approved expenses shall require submission of detailed receipts and vouchers.
- 6.5 **Safety and Compliance.** Artist shall comply with all safety rules, instructions, and industry standards when using Host's equipment or facilities. Artist shall immediately notify Host of any malfunctions, accidents, or safety hazards observed in connection with Host's equipment or facilities.
- 6.6 **Indemnity.** Artist shall indemnify, defend, and hold harmless Host, its officers, employees, and affiliates against any claims, damages, or liabilities (including reasonable attorneys' fees) arising out of or connected with Artist's use, misuse, or unauthorized access to Host's equipment, Recoverables, or facilities.

7. **Guests.**

- 7.1 **Approval Required.** Guests are not permitted on the Premises, in Host facilities, or at Host events without Host's prior written approval. Overnight guests are strictly prohibited unless expressly authorized in advance in writing by Host.
- 7.2 **Responsibility.** Artist shall be fully responsible for the conduct, acts, and omissions of all approved guests. Any violation of this Agreement by a guest shall be deemed a violation by Artist.
- 7.3 **Restricted Access.** Guests shall not be permitted to use Host's equipment, Recoverables, or facilities unless expressly authorized in writing by Host and supervised by Host personnel.
- 7.4 **Photography and Recordings.** No guest may take photographs, video, or audio recordings on the Premises or in Host facilities without Host's prior written consent. Unauthorized photography, posting, or sharing of content from Host's facilities, productions, or clients shall constitute a material breach of this Agreement.
- 7.5 **Removal of Guests.** Host reserves the right, in its sole discretion, to deny entry to or remove any guest from the Premises or Host facilities at any time and for any reason.

8. **Intellectual Property, Credit, and Continuing Participation.**

- 8.1 **Artist's Works.** All original works of authorship conceived, developed, or created by Artist during the Residency Term for Artist's personal creative purposes ("Artist Works") shall remain the sole property of Artist, subject to Host's rights under this Section.
- 8.2 **Residency Contribution Works.** All works, materials, documents, feedback, designs, writings, recordings, photographs, videos, social media content (including posts, captions, or other digital contributions), training materials, promotional content, or other intellectual or creative output created by Artist in connection with Artist's Residency Contribution obligations under Section 5, or otherwise for Host or Host's clients ("Residency Contribution Works"), shall be deemed works made for hire for Host. To the extent any such Residency Contribution Works do not qualify as works made for hire, Artist hereby irrevocably assigns, transfers, and conveys to Host all worldwide right, title, and

interest (including copyrights, neighboring rights, new exploitation rights, and rights in new exploitation methods and media) in and to such Residency Contribution Works in perpetuity. Artist waives any and all claims to moral rights, droit moral, or similar rights therein to the maximum extent permitted by law.

- 8.3 **Host License in Artist Works.** Artist grants Host a perpetual, non-exclusive, worldwide, royalty-free license to reproduce, display, and distribute images, excerpts, and descriptions of Artist Works, and to use Artist's name, likeness, and biography, solely for Host's non-commercial promotional, educational, archival, and marketing purposes.
- 8.4 **Publicity Release.** Artist grants Host, its successors, licensees, and assigns, the unrestricted right to use Artist's name, voice, likeness, and biographical material in connection with Host's programs, publicity, exhibitions, publications, advertising, and marketing (including digital and social media), without further payment. To the extent permitted by law, Artist waives any claims based on libel, defamation, invasion of privacy, infringement of moral rights, or violation of the right of publicity relating to such uses.
- 8.5 **Mentorship & Feedback.** Any guidance, direction, or feedback provided by Host or its personnel shall not create any joint authorship or ownership rights in Artist Works.
- 8.6 **Continuing Participation.** In recognition of Host's mentorship, resources, and support during the Residency, Artist agrees to grant Host a first opportunity to review any proposed commercial exploitation of Artist Works developed during the Residency Term. Artist shall notify Host in writing of any bona fide opportunity to develop, produce, finance, distribute, or otherwise exploit such Artist Works.

Host shall have thirty (30) days from receipt of such notice to notify Artist of its interest in good-faith negotiations regarding potential collaboration or participation. If Host does not express interest within such period, or if the parties do not reach agreement within sixty (60) days thereafter, Artist shall be free to pursue such opportunity with third parties without further obligation to Host.

Nothing in this Section shall obligate Artist to accept any proposal from Host, nor require Host to make any offer.

- 8.7 **Credit.** Artist shall include the credit: “Created in part during a residency at Filmmakers Ranch.” Such credit shall appear on all public presentations, publications, screenings, or exhibitions of Artist Works created during the Residency Term, in a size and placement consistent with industry practice.

9. **Insurance, Assumption of Risk, and Indemnification.**

- 9.1 **Health and Personal Insurance.** Artist is strongly encouraged to maintain health insurance coverage throughout the Residency Term. Host does not provide health insurance and shall have no responsibility for Artist’s medical expenses. Artist acknowledges that participation in the residency is voluntary and at Artist’s own risk.

If Artist does not maintain health insurance, Artist expressly assumes all risks of injury, illness, or accident and releases Host from any responsibility for related costs, except to the extent caused by Host’s gross negligence or willful misconduct.

- 9.2 **General Liability Insurance.** If requested by Host, Artist shall obtain and maintain general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) per occurrence, issued by insurers rated A– or better by A.M. Best, naming Host as an additional insured.
- 9.3 **Personal Property and Vehicles.** Artist acknowledges and agrees that Host shall not be responsible for any uninsured loss of or damage to Artist’s personal property, including equipment stored or used on the Premises, or for any injury to Artist arising from the use of Artist’s personal vehicle. Use of Artist’s personal vehicle in connection with the Residency shall be at Artist’s sole risk, and Artist shall maintain customary insurance to cover such risks.
- 9.4 **Assumption of Risk.** Artist accepts the Premises, facilities, and equipment “as is” and assumes all risks associated with participation in the residency, including without limitation risks of injury, illness, accident, theft, property damage, or other loss, except to the extent directly caused by Host’s gross negligence or willful misconduct.
- 9.5 **Indemnification.** Artist shall indemnify, defend, and hold harmless Host and its officers, directors, members, managers, employees, affiliates, successors, and assigns from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees) arising out of or connected with:

- (i) Artist's residency participation or use of the Premises, facilities, or equipment;
- (ii) Artist's actions, omissions, or misconduct;
- (iii) Artist's breach of this Agreement; or
- (iv) any act or omission of Artist's guests.

10. **Security and Access.**

- 10.1 **Access Credentials.** Any keys, cards, codes, fobs, or other access credentials provided to Artist ("Access Credentials") remain the sole property of Host. Artist shall not duplicate, share, loan, or misuse Access Credentials. Artist shall immediately report any loss or suspected compromise. All Access Credentials must be returned promptly upon expiration or termination of the Residency Term.
- 10.2 **Security Systems.** Artist acknowledges that Host employs security cameras in certain common areas of its facilities (excluding bedrooms and bathrooms). Artist consents to such monitoring, subject to applicable law.
- 10.3 **Confidentiality of Access.** Artist shall not disclose alarm codes, Wi-Fi passwords, security information, or building systems information to any person without Host's written authorization.
- 10.4 **Limited Use.** Access Credentials permit entry only to designated areas at authorized times. Unauthorized entry into restricted areas, production zones, or client facilities shall be deemed a material breach of this Agreement.
- 10.5 **Recoverables.** Access Credentials are Recoverables (as defined in Section 3 and Section 6). Artist shall be responsible for replacement costs and any damages or losses resulting from misuse, negligence, or failure to return Access Credentials.
- 10.6 **Host Rights.** Host reserves the right, in its sole discretion, to revoke or restrict Artist's access to the Premises, equipment, or facilities for security or safety reasons at any time, with or without notice.

11. **Code of Conduct; Harassment and Misconduct.**

- 11.1 **Standards of Conduct.** Artist shall at all times conduct themselves in a professional, respectful, and responsible manner consistent with Host's mission and values. Artist shall comply with all applicable laws, industry safety standards, and Host's published policies, codes, and handbooks, as amended from time to time.
- 11.2 **Prohibited Conduct.** The following conduct is strictly prohibited and constitutes a material breach of this Agreement:
- (i) harassment, discrimination, or retaliation of any kind, including on the basis of gender, race, ethnicity, national origin, religion, disability, sexual orientation, gender identity or expression, age, or any other protected category;
 - (ii) sexual misconduct, bullying, threats, intimidation, or physical violence;
 - (iii) possession, use, or distribution of illegal drugs or controlled substances on the Premises or during Host activities;
 - (iv) use of alcohol, cannabis, or impairing substances during work or residency obligations;
 - (v) violation of Host's substance-free workplace policies;
 - (vi) unsafe practices, flagrant violations of safety rules, or reckless endangerment of others;
 - (vii) disruptive, insubordinate, or abusive conduct toward Host, staff, other artists, clients, or guests; and
 - (viii) unauthorized disclosure of confidential or proprietary information.
- 11.3 **Complaints and Investigations.** Artist shall promptly report any violation or suspected violation of this Section to Host's management. Host may, in its sole discretion, investigate complaints reported to it, interview witnesses, take interim protective measures, and involve law enforcement or other authorities as Host deems appropriate. Nothing in this Agreement shall prevent or discourage Artist from contacting law enforcement, governmental agencies, or outside authorities at any time.

11.4 **Remedies.** Any violation of this Section constitutes a material breach of this Agreement and shall entitle Host to:

- (i) immediate suspension or termination of Artist's residency without further obligation;
- (ii) removal of Artist from the Premises; and
- (iii) pursuit of injunctive relief, damages, and any other remedies available at law or in equity.

11.5 **Non-Exclusivity of Remedies.** The rights and remedies in this Section are cumulative and not exclusive. Host's failure to enforce any conduct rule shall not constitute a waiver of its rights.

12. **Internet and Technology Use.**

12.1 **Access Privilege.** Host may provide Artist with access to Wi-Fi, internet, and technology resources ("Network Services") during the Residency Term. Such access is a privilege, not a right, and may be suspended or revoked at any time by Host.

12.2 **Permitted Use.** Artist shall use Network Services solely for lawful, responsible, and creative purposes consistent with the Residency. The following activities are strictly prohibited:

- (i) downloading, uploading, or sharing pirated, unauthorized, or infringing materials;
- (ii) introducing spyware, malware, viruses, or other harmful code into Host's systems;
- (iii) attempting to bypass or disable Host's network security controls;
- (iv) engaging in unlawful activities, harassment, or defamation;
- (v) excessive streaming, gaming, or non-residency-related usage that disrupts bandwidth for others.

12.3 **Social Media and Public Communications.** Artist shall not, without Host's prior written approval:

- (i) post, share, publish, stream, record, or otherwise disclose any images, audio, video, or information relating to Host, Host's facilities, operations, productions, staff, members, vendors, contractors, or clients;
- (ii) capture or publish any behind-the-scenes content, production materials, props, costumes, artwork, confidential documents, or unreleased creative content located on the Premises or in Host's facilities; or
- (iii) make any public statements (including on social media, websites, podcasts, interviews, or other platforms) regarding Host, its vendors, contractors, or clients.

The foregoing prohibition applies regardless of whether such content is created on personal devices or Host equipment, and regardless of whether such content is intended for commercial or non-commercial use.

Notwithstanding the above, Artist may post or share information solely regarding Artist Works, provided such postings:

- (iv) do not depict Host's facilities, vendors, contractors, clients, or productions without written approval; and
- (v) include the credit required under Section 8(g).
- (vi) Any violation of this Section shall constitute a material breach of this Agreement and may result in immediate termination.

12.4 **Monitoring.** Host reserves the right to monitor, audit, restrict, or block Artist's use of Network Services to ensure compliance with this Agreement, protect system security, and safeguard Host's business and clients.

12.5 **Liability.** Artist shall indemnify, defend, and hold harmless Host from and against any claims, liabilities, damages, or expenses (including attorneys' fees) arising out of Artist's misuse of Network Services or technology resources.

13. **Premises Care and Maintenance.**

- 13.1 **Cleanliness and Upkeep.** Artist shall keep the Premises, including bedroom, bathroom, kitchen, and common areas, clean, sanitary, and in good order. Artist shall promptly notify Host of any maintenance issues, damage, or hazards.
- 13.2 **Prohibited Items and Activities.** Without Host's prior written consent, Artist shall not:
- (i) install nails, screws, tacks, adhesives, or wall hangings;
 - (ii) paint, alter, or redecorate the Premises;
 - (iii) keep candles, incense, space heaters, hot plates, or other open-flame or hazardous items;
 - (iv) store weapons, fireworks, flammable liquids, or other dangerous items;
 - (v) keep unauthorized pets or animals; or
 - (vi) engage in smoking, vaping, or drug use inside the Premises.
- 13.3 **Furniture and Fixtures.** All Host-provided furniture, appliances, fixtures, and furnishings shall remain in their designated rooms and may not be removed, substantially rearranged, or modified without Host's written approval.
- 13.4 **Inspections.** Host may conduct routine inspections of the Premises, with reasonable notice, to ensure safety, cleanliness, and compliance with this Agreement. In emergencies, Host may enter the Premises at any time without prior notice.
- 13.5 **Artist's Property.** Artist's personal property brought onto the Premises is at Artist's sole risk. Host shall not be responsible for theft, loss, or damage except to the extent caused by Host's gross negligence or willful misconduct.
- 13.6 **Damages.** Artist shall be responsible for all costs of repair or replacement resulting from any damage to the Premises or Host's property beyond ordinary wear and tear. Host may deduct repair or replacement costs from Artist's stipend or pursue other remedies.
- 13.7 **Return Condition.** Upon expiration or termination of this Agreement, Artist shall vacate the Premises in substantially the same condition as at commencement, ordinary wear and tear excepted. Failure to do so shall result in Artist's liability for repair, replacement, or cleaning costs.

14. **Background Checks and Compliance.**

- 14.1 **Disclosure of Criminal History.** Artist represents and warrants that Artist has truthfully disclosed any and all past criminal convictions, pending charges, or other legal matters that could reasonably affect Artist's ability to participate in the residency program.
- 14.2 **Background Checks.** Artist acknowledges and agrees that Host may, at its discretion and subject to applicable law, conduct background checks, reference checks, or similar screenings, either directly or through third-party service providers. Artist shall provide any information or authorizations reasonably required to facilitate such checks.
- 14.3 **Termination for False Information.** If Host determines that Artist has provided false, misleading, or materially incomplete information in connection with this Agreement or any background check, Host may immediately terminate this Agreement for cause.
- 14.4 **Legal Compliance.** Artist shall comply with all applicable federal, state, and local laws and regulations, including but not limited to tax obligations, immigration/work authorization laws, and public health/safety requirements. Artist represents that Artist is legally authorized to reside in the United States and to participate in the residency program.
- 14.5 **Ongoing Obligation.** Artist shall promptly notify Host in writing of any change in legal status, criminal charges, or other matters that may affect Artist's ability to fulfill obligations under this Agreement.

15. **Independent Contractor Status.**

- 15.1 **Independent Contractor.** Artist is, and shall at all times remain, an independent contractor and not an employee, partner, joint venturer, or agent of Host. Nothing in this Agreement shall be construed to create any employment, agency, partnership, or fiduciary relationship between the parties.
- 15.2 **No Employee Benefits.** Artist shall not be entitled to wages, salary, employee benefits, workers' compensation, unemployment insurance, retirement benefits, or any other rights or benefits provided to Host's employees under federal, state, or local law.
- 15.3 **Taxes and Withholdings.** Artist is solely responsible for the reporting and payment of all federal, state, and local taxes, contributions, and withholdings

arising from the stipend or any other compensation received under this Agreement. Host shall issue IRS Form 1099 for stipend payments.

15.4 **No Authority to Bind Host.** Artist shall have no authority to enter into contracts, commitments, or obligations on behalf of Host, or to make any representation or warranty binding upon Host, without Host's prior written authorization.

15.5 **Loan-Out Companies.** If Artist provides services under this Agreement through a loan-out company ("Lender"):

- (i) All references to "Artist" shall be deemed to include both Artist and Lender jointly and severally.
- (ii) Lender and Artist represent and warrant that Lender has full authority to furnish Artist's services and grant the rights herein without the consent of any third party.
- (iii) Host shall make stipend or compensation payments to Lender, and Artist shall look solely to Lender for any payment due to Artist.
- (iv) Lender and Artist jointly and severally agree to indemnify and hold Host harmless from any liability arising from the failure to withhold, report, or pay taxes in connection with such payments.
- (v) Artist agrees to be personally bound by, and to perform, all obligations under this Agreement as if Artist were a direct party hereto.

16. **Termination.**

16.1 **Termination for Cause.** Host may immediately suspend or terminate this Agreement upon written notice if Artist:

- (i) commits a material breach of this Agreement;
- (ii) fails to perform Residency Contributions or Community Engagement obligations;
- (iii) engages in misconduct, unsafe behavior, harassment, discrimination, or other prohibited conduct under Section 11;
- (iv) misuses Host's facilities, equipment, or Recoverables;
- (v) provides false, misleading, or materially incomplete information (including in connection with background checks); or

- (iv) violates any applicable law or regulation in connection with the residency.

Upon termination for cause, Artist shall immediately vacate the Premises, return all Recoverables, and forfeit any unpaid stipend not yet earned.

- 16.2 **Termination Without Cause.** Either party may terminate this Agreement without cause upon ten (10) days' prior written notice to the other party. In such event, Artist shall be entitled only to a prorated stipend through the termination date. Host shall have no further financial or other obligations to Artist.

- 16.3 **Suspension Events.** If Artist is unable to fulfill obligations due to illness, incapacity, default, or other Suspension Event (as defined in Section 2), Host may suspend Artist's participation and stipend payments during such period. Host may, at its election, extend the Residency Term by the length of the Suspension Event or terminate this Agreement.

- 16.4 **Effect of Termination.** Upon any expiration or termination of this Agreement:

- (i) Artist shall immediately vacate the Premises and return all Access Credentials, Recoverables, and other Host property in good condition, ordinary wear and tear excepted;
- (ii) Artist shall be liable for all damages, losses, or cleaning costs beyond ordinary wear and tear, which Host may deduct from unpaid stipends or recover by other means;
- (iii) Artist's personal property left on the Premises for more than ten (10) days shall be deemed abandoned and may be disposed of or retained by Host without liability; and
- (iv) Artist's obligations with respect to Confidentiality, Intellectual Property, Indemnification, and Dispute Resolution shall survive termination.

- 16.5 **Remedies.** Termination of this Agreement shall be without prejudice to any other rights or remedies available to Host at law or in equity, including the right to recover damages and seek injunctive relief.

17. **Force Majeure.**

- 17.1 **Force Majeure Event.** Neither Host nor Artist shall be liable for any failure or delay in performance of obligations under this Agreement (other than payment obligations already accrued) to the extent caused by events beyond such party's reasonable control, including but not limited to: acts of God, natural disasters,

fire, flood, storm, earthquake, epidemic, pandemic, public health emergency, war, terrorism, civil disturbance, strike, labor dispute, governmental order, power outage, internet or telecommunications failure, or other force majeure events (each, a “Force Majeure Event”).

17.2 **Notice and Mitigation.** The affected party shall provide prompt written notice of a Force Majeure Event and shall use commercially reasonable efforts to mitigate its effects and resume performance as soon as reasonably practicable.

17.3 **Suspension of Obligations.** During the continuance of a Force Majeure Event, the affected party’s obligations shall be suspended to the extent prevented by such event. Host may, in its sole discretion, suspend Artist’s participation and stipend payments for the duration of the Force Majeure Event, extend the Residency Term for a period equal to the duration of the Force Majeure Event, or terminate this Agreement without further obligation.

17.4 **Extended Events.** If a Force Majeure Event continues for more than thirty (30) consecutive days, either party may terminate this Agreement upon written notice, without liability except for obligations accrued prior to the effective date of termination.

18. **Confidentiality.**

18.1 **Definition of Confidential Information.** “Confidential Information” means all non-public information disclosed or made available to Artist, whether oral, written, visual, electronic, or otherwise, relating to:

- (i) Host’s business operations, strategies, finances, facilities, equipment, vendors, contractors, clients, productions, members, staff, or affiliates;
- (ii) creative materials, concepts, scripts, treatments, artwork, recordings, or other intellectual property owned or controlled by Host or its clients;
- (iii) security systems, Access Credentials, policies, and procedures; and
- (iv) any other information that Artist knows or reasonably should know is confidential given its nature and the circumstances of disclosure.

18.2 **Obligations.** Artist shall:

- (i) hold all Confidential Information in strict confidence;
- (ii) use Confidential Information solely for the purpose of fulfilling Artist's obligations under this Agreement;
- (iii) not disclose, publish, share, or permit access to Confidential Information to any third party without Host's prior written approval; and
- (iv) safeguard Confidential Information with at least the same degree of care Artist uses to protect Artist's own confidential information, and in no event less than a reasonable degree of care.

18.3 **Prohibited Uses.** Without limiting Section 12 (Internet and Technology Use), Artist shall not photograph, record, reproduce, stream, post, or otherwise disclose Confidential Information (including any images, video, or information regarding Host's facilities, vendors, contractors, or clients) on social media, personal websites, or any other platform without Host's express written consent.

18.4 **Exceptions.** The obligations of this Section shall not apply to information that Artist can demonstrate:

- (i) is or becomes publicly available without breach of this Agreement;
- (ii) was lawfully known to Artist prior to disclosure by Host;
- (iii) is lawfully obtained by Artist from a third party without breach of any duty of confidentiality; or
- (iv) is independently developed by Artist without use of or reference to Host's Confidential Information.

18.5 **Compelled Disclosure.** If Artist is required by law, subpoena, or court order to disclose Confidential Information, Artist shall provide prompt written notice to Host (unless legally prohibited) and cooperate with Host in seeking a protective order or other remedy.

18.6 **Duration.** Artist's confidentiality obligations shall survive termination of this Agreement and continue indefinitely until such information no longer qualifies as Confidential Information under subsection (d).

18.7 **Remedies.** Artist acknowledges that unauthorized disclosure or use of Confidential Information will cause irreparable harm to Host for which monetary damages may be inadequate. Accordingly, Host shall be entitled to seek injunctive relief, equitable remedies, and recovery of attorneys' fees in addition to any other rights and remedies available at law or equity.

19. **Dispute Resolution.**

19.1 **Good Faith Negotiation.** The parties shall first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement (a "Dispute") through informal discussions.

19.2 **Mediation.** If the parties cannot resolve a Dispute informally within thirty (30) days, either party may request mediation. The parties shall participate in good faith in non-binding mediation conducted in Oklahoma City, Oklahoma, before a mutually agreed mediator. Each party shall bear its own costs, and the parties shall share the mediator's fees equally.

19.3 **Arbitration.** If the Dispute is not resolved by mediation within sixty (60) days, the Dispute shall be submitted to final and binding arbitration before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association (AAA). Arbitration shall be conducted in Oklahoma City, Oklahoma. The arbitrator shall have authority to award any remedy or relief that a court of competent jurisdiction could order, including equitable relief, except that the arbitrator shall have no authority to award punitive damages unless expressly permitted by statute.

19.4 **Injunctive Relief.** Notwithstanding subsection (c), Host may seek temporary or preliminary injunctive relief in a court of competent jurisdiction (without posting bond) to prevent unauthorized use or disclosure of Confidential Information, infringement of intellectual property rights, or violation of non-solicitation or non-disparagement obligations.

19.5 **Attorneys' Fees.** The prevailing party in any arbitration or related judicial proceeding shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including any costs of collection.

19.6 **Jury Trial Waiver.** The parties waive their right to a trial by jury in any judicial proceeding arising out of or related to this Agreement.

- 19.7 **Class Action Waiver.** Disputes must be brought on an individual basis. Neither party may participate in a class, collective, or representative action against the other.
- 19.8 **Limitation on Claims.** No claim arising out of or relating to this Agreement may be brought more than twelve (12) months after the event giving rise to the claim, unless a shorter period is required by law.
- 19.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflict of law principles.

20. **General Provisions.**

- 20.1 **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by recognized overnight courier, or sent by certified mail (return receipt requested), to the addresses set forth in the preamble (or to such other address as a party may designate in writing). Email notice shall be effective only if acknowledged by reply email.
- 20.2 **Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, negotiations, and communications, whether oral or written.
- 20.3 **Amendments.** This Agreement may not be modified or amended except in a written instrument signed by both parties. No oral modifications shall be binding.
- 20.4 **Assignment.** Artist may not assign, delegate, or otherwise transfer this Agreement or any rights or obligations hereunder without Host's prior written consent. Host may freely assign or transfer this Agreement to any successor, affiliate, or acquirer without Artist's consent.
- 20.5 **No Waiver.** No failure or delay by either party in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof. Any waiver must be in writing and signed by the waiving party.
- 20.6 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such provision shall be enforced to the maximum

extent permissible and the remaining provisions shall remain in full force and effect.

- 20.7 **Headings.** The section and subsection headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 20.8 **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Electronic, PDF, and e-signatures shall be deemed original signatures for all purposes.
- 20.9 **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties hereto and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any rights, benefits, or remedies of any nature whatsoever.
- 20.10 **Survival.** The provisions of this Agreement that by their nature should survive expiration or termination (including but not limited to Confidentiality, Intellectual Property, Indemnification, Dispute Resolution, and Governing Law) shall survive.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Artist Name: _____

Authorized Signatory: _____

Title: _____
On behalf of Filmmakers Ranch LLC