

William Wiebe

Immovable Properties

One Brooklyn Bridge Park

March 14 – June 30, 2020

I turned off airplane mode as soon as the coastline broke free, loosing a shudder of new messages that sang with the vibrating metal craft, tumbling in the sea breeze. While my seatmates cooed along to the turbulence, I caught a single illuminated masthead listing eastward below us, lonely in the black.

My initial plans consisted chiefly of the texts I had exchanged with a real estate broker who was letting some flats around an as-yet-uncompleted plaza by Zaha Hadid Architects in Nicosia. From the comfort of my bedroom in Chicago, an apartment overlooking the beleaguered construction project sounded exotic, or exotic enough not to consider in fine detail. Wasn't a brand name global architect drawing bloated subsidies from the European Regional Development Fund—nominally, a redistributive financial instrument of the European Union's cohesion policy—as promising a setting for my research as any? Despite my urgency to develop a context for my presence on the island, my project was then little more than a vague outline, events and ideas noted simply by the amount they might debit my fellowship income.

The tarmac reeked. A curling, dense haze drifted under the sodium lamps, entwining the brackish off-gassings of the marsh in a sticky exhale of mango. I had imagined a sense of purpose from the vantage of the jet, but the dim yellow lighting on the airstrip flattened my vision, curdled the in-flight whiskey. Even the shadow of the plane wore its tint, punctuated only by a silent chorus of glowing vape pens. Soon the smell of Cyprus would be wild thyme interlacing the dusty chaparral, winding church alleyways dank with jasmine and cat piss. In the crowd of budget passengers, it was the sweat of middle-aged Swedes and their collective will to quit smoking.

Filing on to the apron bus, we drew away from the yellow scrub, the yellow chainlink, the yellow baggage handlers and into the flash of illuminated signage that heralded our arrival:

ECONOMIC RECESSION OR BIG OPPORTUNITY? DELOITTE.

塞浦路斯房地产

CYPRUS PROPERTIES

CYPRUS PROPERTY = A EUROPEAN IDENTITY

INVEST IN ONE OF OUR CYPRIOT PROPERTIES TODAY & ACQUIRE A GOLDEN VISA GUARANTEED BY OUR ELITE TEAM OF IMMIGRATION LAWYERS

AS A BROKER WAS MEANT TO BE. IQ OPTION | THE POWER OF MARKETS.

RISK WARNING: INVESTING INVOLVES A HIGH DEGREE OF RISK. BETWEEN 74-89% OF RETAIL INVESTOR ACCOUNTS LOSE MONEY WHEN TRADING CFDs. YOU SHOULD CONSIDER WHETHER YOU CAN AFFORD TO TAKE THE HIGH RISK OF LOSING YOUR MONEY.

Thanks to: Duncan Bass, Daisy Charles, Selina Grüter, Jesse Meredith, Christodoulos Panayiotou, Chuck Wiebe, Richard Wiebe, the Cyprus University of Technology Department of Fine Arts, and NeMe (Limassol, Cyprus)

Distinction, 2020

Anonymized press submitted in satisfaction of the evidentiary criteria for O-1B and EB-1 visas
11 ½ x 10 x 1 in. (29 x 25 x 2.5 cm)

The Immigration Act of 1990 created five categories of preference allocation for employment-based immigrants in the United States.

The first preference EB-1 visa (and its nonimmigrant visa equivalent, the O-1 visa) awards priority status to individuals classified as “aliens with extraordinary ability,” for which one must “demonstrate extraordinary ability [...] through sustained national or international acclaim.”¹

Extraordinary ability in the field of arts means distinction. Distinction means a high level of achievement in the field of the arts evidenced by a degree of skill and recognition substantially above that ordinarily encountered to the extent that a person described as prominent is renowned, leading, or well-known in the field of arts.²

To satisfy the criteria established for demonstrating extraordinary ability, artists applying for the EB-1 and O-1 visas may submit written material that has supported public presentations of their work, provided that the published material has been “printed in professional or major trade publications or other major media.”³

¹ 8 USC § 1153(b)(1)

8 C.F.R. § 204.5(h)(3)

² 8 CFR § 214.2(o)(3)(ii)

³ “Immigrant Petition for Alien Worker as an Alien of Extraordinary Ability Pursuant to Section 203(b)(1)(A) of the Immigration and Nationality Act, 8 U.S.C. § 1153(b)(1)(A),” U.S. Citizenship and Immigration Services Texas Service Center, Apr. 9, 2013.

PERMANENT, FULL-TIME EMPLOYMENT, INC., 2020

New Commercial Enterprise (NCE) established to satisfy the requirements of the EB-5 visa, pending activation by an investment of capital in an amount not less than the statutory minimum by an immigrant investor

The fifth preference EB-5 visa provides a path to citizenship for alien investors who make an investment of capital not less than the statutory minimum in a new commercial enterprise “which will benefit the United States economy” and “create permanent, full-time employment” for at least 10 qualifying U.S. workers in the United States.¹

The immigrant investor category requires three main elements:

- An investment of capital;
- In a new commercial enterprise;
- Which creates jobs.²

The EB-5 program allows the state to extract monopoly rent on its exclusive territorial sovereignty and its prerogative power of immigration enforcement. Its popularity owes largely to the disappearance of traditional financing after the 2008 financial crisis.³

PERMANENT, FULL-TIME EMPLOYMENT, INC. is a New Commercial Enterprise filed with the NYS Department of State. Following the requisite investment by an immigrant investor, PERMANENT, FULL-TIME EMPLOYMENT, INC. will be operated as a benefit corporation in fulfillment of the requirements of the EB-5 visa program.

¹ 8 USC § 1153(b)(5)

8 C.F.R. § 204.6(j)(2)

Matter of Ho, 22 I&N Dec. 206 (Assoc. Comm. 1998).

² U.S. Citizenship and Immigration Services Policy Manual, Volume 6, Part G, Chapter 2.

³ Peter Elkind and Marty Jones, “The dark, disturbing world of the visa-for-sale program,” *Fortune*, July 24, 2014.

3

Trilogy (Limassol Seafront), 2019

Chromogenic print mounted on aluminum in metal frame

Framed: 36 x 27 in. (69 x 92 cm)

4

Trilogy (Limassol Seafront), 2019

Chromogenic print mounted on aluminum in metal frame

Framed: 36 x 27 in. (69 x 92 cm)

5

Trilogy (Limassol Seafront), 2019

Chromogenic print mounted on aluminum in metal frame

Framed: 36 x 27 in. (69 x 92 cm)

Section 111A(2) of the Cypriot Civil Registry Law provides the basis of the Cyprus Investment Programme. The Programme provides for the acquisition of Cypriot citizenship through the fulfillment of certain financial criteria, typically an investment of at least two million euros in the purchase or construction of buildings or other land development or infrastructure projects.¹

With no residency requirement, the development projects animated by the Programme stand in for an otherwise virtual citizenship.² The citizenship-by-investment scheme is not merely a form of asset-storage, but an immanent counter-statecraft that scrambles territorial specificity and adjusts mean property values upwards while inducing the creation of capital-intensive architectural forms.

Considering the relationship between architectural photography and his concept of the “rent of form” — “monopolistic income intrinsic to unique and spectacular architectural form[s]” — Pedro Fiori Arantes writes:

Architecture no longer occurs in the *promenade*, in the lived experience, but rather in a static and optical hyperenhanced representation. Architecture is abstracted from its context, with its structure of complex relationships, to become an autonomous, plastic, and seductive form, which then circulates as a concept.³

This architecture begins and ends with a virtuality, from the computer rendering in which “one can obtain light from places that do not emit light, and colors and brightness that are not from real materials” to the meticulous images of the completed building that firms marshal to generate additional rent.⁴ Arantes’ contention that “the product is no longer an object, but a piece of data to be manipulated” (and its elision of the laboring body) holds true equally for the citizenship-by-investment scheme these image-forms broker.⁵

¹ “Cyprus Investment Programme,” Cyprus Ministry of Interior, Feb. 28, 2019.

² James Bridle, “The Rise of Virtual Citizenship,” *Atlantic*, Feb. 21, 2018.

³ Pedro Fiori Arantes, *The Rent of Form: Architecture and Labor in the Digital Age*, trans. Adriana Kauffmann (Minneapolis: University of Minnesota Press, 2019), 2, 12, 13.

⁴ *Ibid.*, 13, 15.

⁵ *Ibid.*, 73.

6

European Council Regulation 866/2004, Article 4a(1)(e), 2019
Forty steel brackets with Cyprus Customs & Excise Form C.P. 5
8 x 5 ½ x 1 ¾ in. (20 x 14 x 4.5 cm)

7

European Council Regulation 866/2004, Article 4a(1)(e), 2019
Five rolls of wood trim with Cyprus Customs & Excise Form C.P. 5
Each 16 ½ x 1 in. (42 x 2.5 cm)

8

European Council Regulation 866/2004, Article 4a(1)(e), 2019
Tow strap with Cyprus Customs & Excise Form C.P. 5
196 x 2 in. (500 x 5.5 cm)

9

European Council Regulation 866/2004, Article 4a(1)(e), 2019
Rechargeable flood light with Cyprus Customs & Excise Form C.P. 5
13 x 9 x 7 ½ in. (34 x 24 x 18.5 cm)

10

European Council Regulation 866/2004, Article 4a(1)(e), 2019
Sink covering with Cyprus Customs & Excise Form C.P. 5
44 ¾ x 19 ½ x 5 ½ in. (116 x 50 x 14.5 cm)

11

European Council Regulation 866/2004, Article 4a(1)(e) (A pair of "Private" door handles), 2019
Chromogenic print mounted on aluminum
21 ¼ x 16 in. (54 x 41 cm)

12

Provisional Readymades, 2019 (First US Edition) / collaboration with Daisy Charles
Auction catalogue
10 ¾ x 8 ¼ in. (27 x 21 cm)

A divided Cyprus acceded to the European Union on 1 May 2004, after the Greek Cypriot community rejected a referendum on reunification on 24 April. In the intervening week, the European Council passed Regulation No. 866/2004, suspending the application of the laws of the European Community in the Turkish-occupied north.

The regulation devolves to the Republic of Cyprus the responsibility for establishing "special rules concerning the crossing of goods, services and persons" from the Turkish-occupied north into the sovereign Republic of Cyprus:

As the abovementioned areas are temporarily outside the customs and fiscal territory of the Community and outside the area of freedom, justice and security, the special rules should

secure an equivalent standard of protection of the security of the EU with regard to illegal immigration and threats to public order, and of its economic interests as far as the movement of goods is concerned.¹

Only goods wholly obtained in the Turkish-occupied north and goods that have undergone their last, substantial, economically justified processing in those areas may be traded south into the areas under the Republic of Cyprus' control.² Of the top ten goods traded from north to south, nine are input materials.³ The largest transaction by value, however, is construction labor; by 2007, 2300-2500 Turkish Cypriot workers were already carrying €51.3M-€55.8M in wages northwards.⁴

Article 4a(1)(e) of the regulation provides a special dispensation for the temporary introduction of goods if they are "to be exhibited or used at a public event."

An invitation was obtained to present an exhibition at the NeMe Arts Centre in Limassol (Republic of Cyprus). Following the procedure enumerated in Article 5, the goods were "accompanied by a declaration stating the purpose of the temporary introduction" and "supporting documentation [...] providing reasonable evidence that the goods" were to be exhibited at a public event.⁵

This documentation comprises an auction catalogue in which each object is illustrated, inventoried, and described according to the standards typically afforded works of art offered for auction in the contemporary art market.

¹ European Council Regulation No. 866/2004.

² Ibid.

³ Calculated from Turkish Cypriot Chamber of Commerce (KTTO) data.

⁴ Mete Hatay, Fiona Mullen, and Julia Kalimeri, *Intra-island trade in Cyprus: Obstacles, oppositions and psychological barriers* (Oslo: International Peace Research Institute Oslo, 2008), 23.

⁵ European Council Regulation No. 866/2004.

Liquid Allowance, 2019-2020 / collaboration with Jesse Meredith

Air travel-compliant resealable bags with potable water

Dimensions variable

After the implementation of the US Transportation Security Administration's 3-1-1 liquids rule in the wake of the 2006 transatlantic aircraft plot, some airports began providing air travel-compliant resealable bags as a convenience to travelers. Like the terrorist events that preceded it in the early 2000s, the immediate effect of the 2006 plot on the market was minimal and short-lived (a .6% decline).¹ The long-term economic consequences surface instead as decreasing remittance flows, due to the tightening of visa requirements and the enforcement of new immigration controls.²

In their joint 2018 publication, *Interference with Humanitarian Aid: Death and Disappearance on the US-Mexico Border*, La Coalición de Derechos Humanos and No More Deaths documented 415 instances of vandalism of water gallons by the United States Border Patrol, destroying "at least 3,586 gallon jugs of water [...] in an approximately 800-square mile desert corridor near Arivaca, Arizona."³

¹ "A few months [after September 11, 2001], however, the direct economic effects seemed to have largely vanished. [...] Confidence and equity prices bounced back rapidly." Patrick Lenain, Marco Bonturi and Vincent Koen, "The Economic Consequences of Terrorism," *OECD Economics Department Working Papers* no. 334 (Paris: OECD Publishing, 2002), 4.

"The muted reaction to news of the plot [suggested] that terror risk may already be priced into asset valuations."

"Terror may already be priced into values," *Times* (London), Aug. 11, 2006.

² Patrick Lenain et al., "Economic Consequences," 28.

³ *Interference with Humanitarian Aid: Death and Disappearance on the US-Mexico Border* (Tucson, AZ: La Coalición de Derechos Humanos and No More Deaths, 2018), 1.

Fixture, 2020

Materials at One Brooklyn Bridge Park provided by Licensor (Chashama, Inc.) in excess of those provided by Landlord (RAL Companies, Vanke US, and Oliver's Realty Group)

Chashama is a nonprofit arts organization that partners with property owners to provide space to artists. The organization is the project of Anita Durst, great-granddaughter of the founder of the Durst Organization, which was instrumental to the development of midtown Manhattan and continues to manage and operate nearly 2,000 rental units and 13-million square feet of office space in New York City.¹ Chashama celebrates a reality of gentrification that otherwise surfaces only as negation, astroturfing cultural programming for precisely the same real estate interests that starve out affordable housing and creative spaces.²

The redevelopment of One Brooklyn Bridge Park (the trade name of 360 Furman Street) is a joint project of RAL Companies, Vanke US, and Oliver's Realty Group. After quashing a legal challenge in 2018, the consortium opened two luxury high-rises on an adjacent plot on long-term lease from the Brooklyn Bridge Park Corporation. These in-park developments allow the consortium (and, correspondingly, the BBPC) to collect monopoly rent on the exclusive position of their properties on a site constructed with public monies.³

Relative surplus value (excess profits) can accrue to capitalists with access to use values of superior quality—easily mined mineral resources, powerful ‘forces of nature’ or land of superior natural fertility. The relative surplus value is a *permanent fixture*, however, as compared with the normal case where it is achieved only fleetingly through ephemeral technological advantage (*Theories of Surplus Value*, pt 2, p. 95).⁴

At One Brooklyn Bridge Park, Vanke US, RAL Companies & Affiliates, and Oliver's Realty Group appropriate surplus value on the basis of non-replicable cultural and geographic claims, namely the amenities of the publicly-funded park and waterfront. The Durst Organization and Vanke have also pursued EB-5 funding for past projects, including Halletts Point (\$100M, Durst), 625 West 57th Street (\$180M-\$260M, Durst), 855 Avenue of the Americas (\$80M, Durst), and 100 East 53rd Street (\$50M unconfirmed, Vanke).⁵

¹ James Traub, “The Dursts Have Odd Properties,” *New York Times*, Oct. 6, 2002.

“Douglas Durst - Chairman,” The Durst Organization, accessed Feb. 29, 2020, <https://www.durst.org/about/executives/douglas-durst>.

² “For the site of this brave new art scene is also a strategic urban arena where the city, financed by big capital, wages its war of position against an impoverished and increasingly isolated local population.” Rosalyn Deutsche, “The Fine Art of Gentrification,” *October* 31, Winter (1984): 93.

³ Adam Bonislawski, “Brooklyn Bridge Park is turning everything it touches to gold,” *New York Post*, Feb. 16, 2017. Alison Gregor, “Condos That Fund a Brooklyn Park,” *New York Times*, Nov. 22, 2013.

⁴ David Harvey, *The Limits to Capital* (Brooklyn: Verso, 2006), 335.

⁵ Eliot Brown, “Towers Rise on EB-5 Funds,” *Wall Street Journal*, May 27, 2013.

Jeanne Calderon and Gary Friedland, “EB-5 Project Database: 2017 Supplement with Trends and Observations” *Center for Real Estate Finance Research* (New York: NYU Stern School of Business, 2017), 9, 12.

Jeanne Calderon and Gary Friedland, “EB-5 Capital Project Database: Revisited and Expanded,” *Center for Real Estate Finance Research* (New York: NYU Stern School of Business, 2016), 6.

License Agreement: Chashama's 1 Brooklyn Bridge Park Venue

Agreement dated 2/18/20, between Chashama, Inc. (Licensor) located at 675 Third Ave, Suite 32-25, NYC 10017 and William Wiebe _____ (Licensee) located at 363 Saint Marks Ave #4, Brooklyn 11238 (Licensee's Home Address) regarding a **presentation titled "Immovable Properties"** (Show) at Chashama's Space to Present at 1 Brooklyn Bridge Park – 360 Furman Street, Commercial Unit C, also known as 141 Bridge Park Drive, Brooklyn, NY 11201 (Licensed Area).

1. TERM OF AGREEMENT.

The term of this Agreement will commence **after site orientation** or on 3/5/20 **at 5pm**, whichever is sooner, and will terminate on 4/6/20 **at 11:59pm**.

2. DEPOSIT.

Upon signing this Agreement, Licensee agrees to pay Licensor a deposit of **\$200**, which shall be returned to the Licensee at the termination of this Agreement, and completion of sections 4b., 11c., 11e., and 17, or held against damages due to Licensor as detailed in sections 10g., 11d., 14c., 15d. and 18.

3. TERMINATION OF AGREEMENT.

This Agreement may be terminated at any time with one (1) week's notice from either party, or within twenty-four (24) hours should the Licensee be in breach of this Agreement.

4. KEYS AND SECURITY. # 2 of keys requested.

- a) Licensor will provide one (1) set of keys to Licensed Area to Licensee. Licensee will not make copies of keys or give keys to others.
- b) Keys must be returned to Licensor within one (1) business day of the completion of the term or upon the early termination of this Agreement early as outlined above.
- c) Additional keys may be checked-out with additional key deposits of \$75 each.
- d) **When locking Licensed Area, please double-check that the door is locked by testing the door.**
- e) Access is limited as follows:
 - a. Licensee and Show Participants may access Licensed Area 24 hours a day.
 - b. Public access is allowed during public open hours only, as outlined in section 10.
 - c. No loud sounds, including but not limited to tools and amplified music, after 9pm. No Exceptions.

5. CONSIDERATION.

- a) **Licensor takes no commission from sales made in Licensed Area. However, donations are greatly appreciated, and provide direct support for Licensor's ongoing programs.**
- b) Licensee agrees to allow a representative of Licensor to give a brief speech to attendees at all events held in Licensed Area.
- c) It is recommended that each participant receive a copy of this Agreement and read it in its entirety. If rules set forth in this Agreement are breached by participants or members of the public, Licensee assumes all responsibility and repercussions.

6. NON-EXCLUSIVE LICENSE.

- a) **Licensee understands that Licensed Area is not exclusive to Show and may be open to the public under certain circumstances. Licensor will make best efforts to give Licensee advanced notice of such occasions.**
- b) Licensor, owner of Licensed Area (Property Owner), Property Owner's real estate broker, and their guests may enter Licensed Area at any time, without notice.

7. WIFI.

This space does not have WiFi available.

8. CONTENT OF EXHIBIT.

All works in Show that are visible from the street must be "family friendly." Licensee shall be aware that the Licensor has the right to deny showing of any work deemed inappropriate at Licensor's full discretion.

9. PUBLICITY AND SIGNAGE.

- a) Licensor provides logos, templates, and suggested language for Licensee's use at **www.chashama.org/templates**.
- b) Licensee must credit Chashama, with the Chashama logo and "www.chashama.org" in all press and publicity materials including but not limited to postcards, posters, paid advertisements, listings and other promotional materials.
- c) **Licensee shall use @chashama and #chashama when posting to Instagram, Twitter or Facebook about Show.**
- d) Licensee must have all publicity materials and signage approved by Licensor prior to release or posting in Licensed Area, including but not limited to: press releases, listings, postcards, emails, invitations, show information. Materials may be submitted to programs@chashama.org for approval, and best effort will be made to respond within two (2) business days.
- e) Licensor requests that Licensee create a short preview video describing Show. Please send the video via **dropbox.com** to programs@chashama.org. This video is NOT required, but can assist us with our publicity.
- f) Licensee will provide Licensor with copies of press articles, postcards and all other paper materials generated for Show.
- g) Licensor shall retain the right to photograph and use images of work in Show in Licensor's press, promotional and archive material.
- h) Signage may only be installed **in the areas designated by Licensor**. No signage may be placed on the street or sidewalk, nor attached to the outside of the Licensed Area. Signage may be attached to the inside of the door, even though it would appear on the outside when the door is open.

ChaShaMa10. OPEN HOURS, GALLERY SITTERS AND PUBLIC RECEPTIONS.

- a) **Licensee must keep Licensed Area open to the public at least 30 hours per week April – November, and 15 hours per week December - March.**
- b) **Public open hours may be between 9am and 10pm only, except with written permission from Licensor and Property Owner.**
- c) Licensee must have events approved in writing by the Programs Department.
- d) If Licensee wishes the door to remain unlocked so that audience may enter the space, Licensee or Licensee's gallery sitter must be present in the space at all times.
- e) **When leaving the Licensed Area at the end of the day, please leave the lights ON, and make sure door is locked.**
- f) Licensee understands that gallery sitters, if required, must be hired at Licensee's expense and under conditions agreeable to Licensor.
 - i. It is Licensee's responsibility to inform all gallery sitters of the rules and regulations of this Agreement. **NOTE: All gallery sitters must be 18 years of age or older.**
 - ii. All persons who may be given keys to Licensed Area must be registered with Licensor.
 - iii. Licensee is responsible for the actions of all gallery sitters, guests and other visitors to Licensed Area during the term of this Agreement.
- g) If a provision of this Agreement is breached by a gallery sitter, guest or visitor, Licensee will be held accountable, and may lose all or part of the deposit.
- h) There is no public restroom. Restroom is open to Licensee and Assistants only.

11. LOAD-IN/LOAD-OUT.

- a) Licensee is responsible for the technical aspects of load-in of Show, including but not limited to: transporting artwork to and from Licensed Area, installing artwork, adjusting lighting, painting walls, supplying materials, and arranging for tools.
- b) Licensee must be **loaded out completely by 11:59pm on the end date of this Agreement**, and will make Licensor aware of the load-out schedule at least one (1) week in advance or as detailed in SCHEDULE A.
- c) Licensee is completely responsible for the removal of equipment as well as restoration of the Licensed Area to the condition in which Licensee received it. Licensor will conduct a walk-through of Licensed Area before the deposit will be returned. Licensee does not need to be present for walk-through.
- d) If any property is left in the Licensed Area after the load out date, the property immediately becomes the property of Licensor, and may be disposed of at the sole cost of Licensee.
- e) If Licensee fails to be loaded out completely by 11:59pm on the end date of this Agreement, Licensee forfeits the security deposit.

12. MODIFICATIONS TO SPACE AND RESTORATION.

- a) **Tools may only be used in the Licensed Area between 9am and 5:30pm (10am on weekends).**
- b) When installing artwork:
 - i. Do not drill holes into the ceiling or floor.
 - ii. Do not drill holes in walls that are larger than 3/8". Holes larger than 3/8" will be considered damage, and Licensee will be billed for repair.
 - iii. Do not hang artwork from ceiling, nor any sprinkler pipe, electrical conduit, or other structure attached to the ceiling unless express permission has been given for the use of that structure.
 - iv. It is recommended that OOK hooks or small nails are used to hang artwork from the sheetrock walls to minimize damage.
 - v. **Individual art pieces in excess of 40lbs, save for free-standing objects, must have their installation plan approved by Chashama's Operations team.**
- c) Any and all construction in Licensed Area must be approved by Licensor. All costs associated with construction are the responsibility of the Licensee.
- d) Licensor is unable to provide tools or materials for any modifications to Licensed Area.
- e) Licensor provides materials for Licensee's turnover of the Licensed Area at the end of their Show, including spackle and wall paint.
- f) It is Licensee's responsibility to check the condition of turnover materials at the beginning of their residency and alert the Programs Department if supplies are missing or low.
- g) Licensee must spackle over holes made in walls of Licensed Area, then smooth by sanding (if necessary) and paint over the spackle after it is dry using materials supplied by Licensor.
- h) When painting:
 - i. Licensee may use flat, water-based paint only to paint the walls of Licensed Area. Plaster, oil-based, textured and gloss paints are prohibited.
 - ii. Licensee must tape off unpainted surfaces, edges, baseboards and fixtures, and use provided drop cloth to protect floors.
 - iii. If Licensee paints any area of the walls of Licensed Area greater than 144 square inches:
 - a. Licensee is required to purchase water-based primer at own expense.
 - b. For restoration, Licensee must sand down edges of painted area, paint no less than two coats of primer over painted area and allow to dry, before using Licensor-provided wall paint for the final coat.
 - iv. If Licensee uses an excess of Licensor-provided wall paint for restoration (more than would be typically used to touch up the Licensed Area), Licensor has the right to withhold a portion of Licensee's deposit.
- i) Licensee may not use marker or ink on walls, floors, windows or any surface of the Licensed Area.
- j) Licensee may not blank, darken, paint, color, cover up or obscure any external window of Licensed Area without approval by Licensor.
- k) If Licensee adds additional lighting, Licensor requests that all light bulbs are LEDs.
- l) **Licensee must keep the Licensed Area neat and clean at all times. At the end of each installation or de-installation day, all equipment and materials must be put away.**

13. HAZARDOUS MATERIALS AND OPEN FLAME.

- a) Licensee may not use any hazardous or flammable materials in Licensed Area.
- b) Licensee may at no time use open flame, fire, nor produce smoke in Licensed Area.

14. DAMAGE TO LICENSED AREA.

- a) In the event that the Licensed Area is damaged by fire, robbery, or other casualty including structural negligence by building owner, Licensee shall notify Licensor immediately.
- b) In the event that damages as outlined above render the Licensed Area unusable, Licensee agrees to vacate the Licensed Area immediately.
- c) Licensee shall be liable for the replacement or repair of any Licensor property, including walls, floors, ceilings, and other structures, as well as lighting, sound and other technical equipment that is broken or damaged by Licensee or Licensee's guests.

14. DAMAGE TO LICENSED AREA. (continued)

- d) It is up to the sole discretion of the Licensor to determine whether any perceived improvements made to Licensed Area by Licensee, including constructions, will be allowed to remain in the Licensed Area at the expiration of Licensee's term.**

15. TRASH

- a) There is no regular trash pickup serving the Licensed Area.**
- b) Licensor provides black trash bags and clear recycling bags for Licensee's use. Trash and recyclables must be sorted into appropriate bags.
- c) Licensee must dispose of and bring all trash out of the Licensed Area. Trash is not to be left on the curb or sidewalk except when Licensee is instructed to do so by Licensor.
- i. Non-perishable trash may be collected in black trash bags and stored in a concealed location in the Licensed Area until Licensee is either able to remove them, or wishes to schedule a Trash Pickup (section 15d).
 - ii. No perishable trash may be stored in the Licensed Area overnight. Licensee is responsible for removing all perishable trash from the Licensed Area at the end of each day, including after receptions and other events.**
- d) Scheduling a Trash Pickup:
- i. Contact Facilities Team at facilities@chashama.org for instructions at least 3 business days in advance.
 - ii. Track pickup will incur fees.

16. INDEMNIFICATION.

- a) Licensee agrees, to the fullest extent permitted by law, to indemnify and hold harmless RAL Companies, Vanke US and Oliver's Realty Group (referred to collectively hereafter as the "Landlord") and the Licensor and their respective affiliates, officers, partners, agents, employees, servants and assignees from and against all liability claims and demands on account of injury to persons, including death resulting there from, and damage to property arising out of the performance, or lack of performance by Licensee, their employees, agents or assigns. Licensee shall, at its own expense, defend any and all actions at law brought against Landlord or Licensor based thereon and shall pay all attorney's fees and all other expenses and promptly discharge any judgments arising there from.
- b) Licensee agrees to indemnify and hold harmless Landlord and Licensor from and against all claims, obligations, fines, liens, penalties, actions, damages, liabilities, costs, charges and expenses in connection with or arising from or our of performance of Licensee under this agreement or due to any accident or event due to any fraudulent, wrongful, negligent, willful act, error, omission or breach of contract by Licensee. Licensee shall also indemnify Landlord and Licensor from any damage, loss, claim, expense, liability or fine incurred or arising by reason of Licensee's breach of this Agreement and for any loss of funds due to such acts.
- c) In the event that Landlord or Licensor is made a party to any litigation commenced by or against Licensee, or arising from the acts and omissions of Licensee, then Licensee shall indemnify, defend, and hold Licensor and Landlord harmless there from and shall pay all judgment, claims, damages, liabilities and litigation (including, without limit, attorneys' fees and disbursements) in connection with litigation, unless it is determined that Landlord or Licensor was solely negligent or breached their responsibilities hereunder. The indemnity contained herein shall survive the termination of this Agreement.

17. POST-SHOW REPORTING.

Upon completion of Show, Licensee must provide Licensor a completed Final Report Form.

Fill out the Final Report here (link will also be provided by email):

<https://www.surveymonkey.com/r/VT2LPPZ>

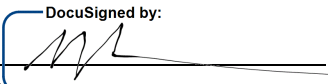
18. ADDITIONAL RULES AND REGULATIONS.

Licensee agrees to comply with the following rules and regulations:

- Licensee must get approval from Licensor to utilize the services of vendors, such as food and beverage vendors, in the Licensed Area.
- Licensee may not smoke in the Licensed Area or the building to which it is a part, nor allow guests or visitors to the Licensed Area to smoke in the Licensed Area. This includes smoking from, or out of, a window or door. *
- Licensee may not sleep in the Licensed Area. *
- Licensee will not use anything in the Licensed Area that does not belong to the Licensee. *
- Licensee may not rewire or disconnect any part of the lighting.
- Licensee may not use any percussive instruments or play loud music that may be audible outside of the Licensed Area.
- Licensee must not lock interior entrance/exit door(s) from the inside if there is public inside.
- Licensee may not touch heating units or thermostat without the expressed permission of the Licensor.
- Licensee may not obstruct doorways or hallways.
- Licensee may not cover any windows or install any signage on exterior of Licensed Area.
- Licensee must leave all entrance doors locked when Licensed Area is not in use.
- Licensee may not obstruct any exit sign's illumination.

* A single incident in which Licensee is found to be violating this term of the Agreement will result in immediate termination of this Agreement and cancellation of the Show.

By signing below, both parties agree that they have read and agreed to the terms contained herein. This represents the complete Agreement between the parties; any modifications to this Agreement must be made in writing and attached hereto.

DocuSigned by:

 Signature: _____
 B77F7DEB91F44D3...
 William Wiebe
 Print Name:
 Licensee
 2/18/2020
 Date

Signature: _____

 for Chashama
 Licensor

 Date

Address: 363 Saint Marks Ave #4, Brooklyn 11238

Phone number(s): 415.336.4800

Twitter address: _____ Instagram: _____

Facebook: _____ Other social media: _____

Email: williamcwiebe@gmail.com

Website: _____

In the event of an emergency, Licensor should contact (Licensee's Emergency Contact)

name: Richard Wiebe

phone: 415.505.8793

relation to Licensee: Father

IN CASE OF EMERGENCY • email: urgent@chashama.org • 212-391-8151

If there is no answer, please contact one of the following parties (if no answer, leave a message and call another):

Emily Kohl-Mattingley – Operations Director	x45	emily@chashama.org	929-249-2526 *
Edwin Smalling – Operations	x29	edwin@chashama.org	
Hazel Santino – Programs, Space to Present	x27	hazel@chashama.org	707-726-2221 *
Rachel Cohen – Programs Manager	x31	rachel@chashama.org	917-410-0897 *
Anita Durst – Artistic Director	x21	anita@chashama.org	917-723-8608 *

License Agreement: 1 Brooklyn Bridge Park Agreement

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SCHEDULE A

Load-in:

Date(s) 5 March 2020
6 March 2020

Time(s) 8pm-10pm
10am-10pm

Load-out:

Date(s) 6 April 2020

Time(s) 10am-10pm

Please list the **names, home address, and phone numbers or email addresses** of anyone participating in or assisting with the Show: (e.g. collaborating artists, load-in/out help, gallery sitters, reception staff, etc.)

Place a * by those people you might lend your key to:

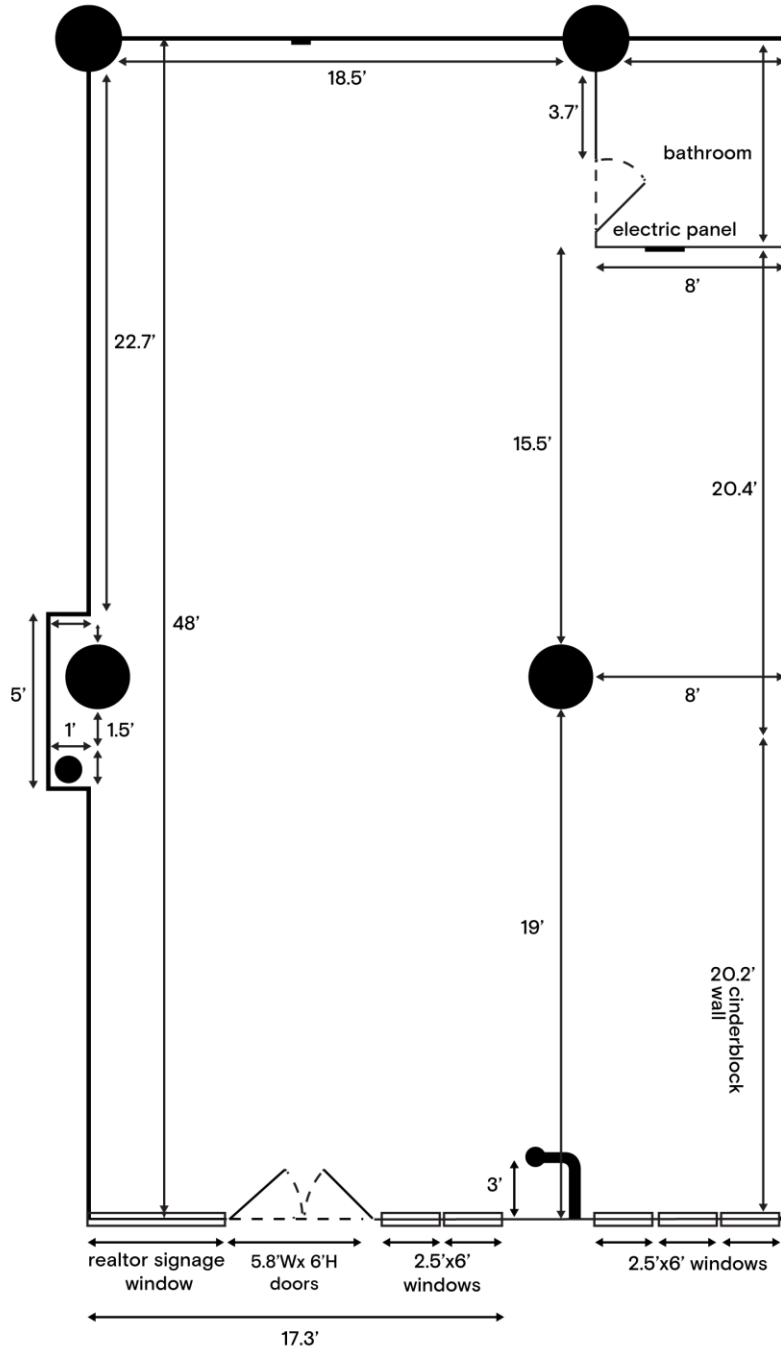
Additional Artists:

Additional Assistants:

ATTACHMENT B: Floorplan

ChaShaMa

Measurement View



NOT TO SCALE



One Brooklyn Bridge

360 Furman St. Commercial Unit C, Brooklyn NY 11201

Floor Area

~1579 SF
~8-10' H

Key

-  Window
-  Pillar/Beam