



# SAMPLE RESIDENCY CONTRACT

Big Muddy Urban Farm  
("Big Muddy Urban Farm")

and

**Name**

("Resident")

Enter into the following agreement.

1. **Term.** Big Muddy Urban Farm will provide you with a private bedroom, shared kitchen, communal living areas, shared bathrooms and modest work space in the Big Muddy Urban Farm Residential Campus located at 3322 and 3320 Burt Street Omaha, NE **beginning December 18th, 2020 and ending on November 30, 2021.**
2. **Consignment, Cleaning Fee, Security Deposit.** Big Muddy Urban Farm will stock residential campus with communal provisions (dish soap and toilet paper, etc.) for the amount of \$100 per month. Resident agrees to a \$50 refundable house security deposit and a \$15 non-refundable final cleaning fee. The \$50 house security deposit will be refunded to Resident by Big Muddy Urban Farm upon satisfactory return of facilities and equipment.
3. **Professional Development Opportunities.** Big Muddy Urban Farm provides a variety of opportunities to Residents to enhance their residency experience, including, but not limited to, opportunities to: present and discuss their work with other farmers and the general public; participate in and/or lead skill-sharing and workshops; and receive visits from visiting farming professionals; and visits to mentors at partnering area farms. In addition, upon successful conclusion of the residency, Big Muddy Urban Farm will include Resident as a recipient of special invitations and opportunities available to alumni of the institution. Resident is invited to participate in these opportunities in order to achieve the maximum benefit from the Aspiring Farmer Residency experience, and will be expected to honor commitments made to Big Muddy Urban Farm that already have been advertised or for which community partners have been engaged or mobilized. Big Muddy Urban Farm directors shall retain sole discretion to accept or reject resident proposals based upon Big Muddy Urban Farm's available resources, ability of the proposal to advance the mission of Big Muddy Urban Farm, congruence of the proposal with other institutional and initiatives, and other considerations that the directors may determine to be germane.
4. **Maintenance of Facilities.** Resident is responsible for returning all Big Muddy housing and production facilities in the condition in which they were found (excepting ordinary wear and tear), and the Resident will be responsible for any damage caused by Resident to the real property, equipment, and other personal property of the Big Muddy Urban Farm, including, but not limited to, damage to walls in the private bedrooms or communal work spaces. For the benefit of future residents, the Big Muddy Urban Farm will provide Resident with basic paint and tools to repair any minor damage caused by Resident's activities prior to the conclusion of the residency. Any additional required repairs performed by Big Muddy Urban Farm staff or outside contractors will be billed to Resident at cost.

- a. **Keys.** Building keys are issued at the signature of this contract. Upon ending the residency term, if the Resident does not return their keys, they are responsible for paying a fee of \$5 per key, which will be deducted from their deposit.
5. **Utilities.** All utilities for housing will be paid by the Big Muddy Urban Farm provided, that if a Resident uses significant utilities in connection with fabricating work, as reasonably determined by Big Muddy Urban Farm, Big Muddy Urban Farm may charge Resident a fee determined by Big Muddy Urban Farm to approximate all or a portion of the utilities used in excess of normal usage.
6. **Travel.** Resident is responsible for all travel expenses to and from Omaha. Big Muddy Urban Farm will not pay for airline baggage fees. Extended transportation needs during the residency will be covered by Resident. Big Muddy Urban Farm provides a cargo van for residents available for farm activities. Resident must have a valid driver's license and will require an MVR, which Big Muddy Urban Farm will acquire, to operate the vehicle.
7. **Shipping.** Resident is responsible for crating and shipping all personal property by the end of the residency period. Big Muddy Urban Farm will not store any of Resident's personal property after their Residency period.
8. **Guests.** No persons other than the Resident may live on premises during the scheduled residency period, except for up to six (6) short-term visitors may be permitted for no more than five (5) days upon prior notification and approval of Residents and Residency Program Manager of Big Muddy Urban Farm. Resident assumes all responsibility for all guests and minors brought on site.
9. **Minors.** Big Muddy Urban Farm is not able to accommodate minors living on site. Resident assumes all responsibility for all guests and minors brought on site.
10. **Pets.** Pets are not allowed at Big Muddy Urban Farm.
11. **Sourcing of Materials.** Big Muddy Urban Farm provides assistance in sourcing materials for purposes pertaining to production goals set by the Resident Collective at the beginning of the Residency. Any agreement or work with outside collaborators is the responsibility of the Resident, unless an agreement to the contrary is executed in writing by Big Muddy Urban Farm.
12. **Images; Intellectual Property Rights; Acknowledgment.** All rights of ownership and copyright in images and writings produced by the Resident during the term of the residency belong to the Resident exclusively.
  - a. **License.** By participating in the Big Muddy Urban Farm Aspiring Farmer Residency, Resident gives to Big Muddy Urban Farm a perpetual, non-exclusive, paid-in-full license to reproduce documentation such as images or video submitted by Resident during the application process or created by Resident or Big Muddy Urban Farm during the residency, in any medium for the purpose of public education, fundraising, program development or promotion, and other uses related to the Big Muddy Urban Farm's charitable mission. Big Muddy Urban Farm shall not sell, nor authorize others to sell, images and writings of Resident's work without Resident's prior written permission.
  - b. **Acknowledgment.** Resident agrees to credit Big Muddy Urban Farm, and to cause others to do the same, when displaying work completed at Big Muddy Urban Farm or with the support of Big Muddy Urban Farm. Resident understands that providing appropriate

acknowledgments to the Big Muddy Urban Farm is one of the most important ways in which Resident can ensure Big Muddy Urban Farm remains viable and able to provide residency opportunities to future residents.

- c. **On-site Images**. Please be advised that Big Muddy Urban Farm often photographs and video records Residents. By participating in the residency you consent to Big Muddy Urban Farm and its representatives photographing or recording you or your participation, and using those images/video in print and online for fundraising and promotional materials in perpetuity.
  - d. **Image Credit**. Any image of the Resident or the Resident's work taken by Big Muddy Urban Farm or its representatives are available digitally upon request. Photographs must at all times be accompanied by Big Muddy Urban Farm credit line. (Example: Julian Schnabel at Big Muddy's inaugural Alumni Party, Omaha, 2015. Photo: Colin Conces. © Big Muddy Urban Farm.)
13. **Farm Sales**. Notwithstanding the foregoing, Big Muddy Urban Farm expends considerable effort educating our community about the importance of supporting Residents through purchases of produce sales, and in maintaining the interest of our community in the work of Big Muddy Urban Farm Residents specifically. In the event that Resident sells produce grown with Big Muddy Urban Farm resources and facilities, Resident agrees to 100% of farm sales will go to Big Muddy Urban Farm.
  - a. **Acknowledgment**. Resident understands that farm sales are reasonably lower than what would cover costs of the Residency, which is subsidized by outside funding sources; that farm sales are used for their educational value rather than strictly a revenue stream; and that revenue produced from farm sales will help with the charitable mission and continuity of Big Muddy Urban Farm in which Resident can ensure Big Muddy Urban Farm remains viable and able to provide residency opportunities to future residents.
14. **Participation; Forfeiture**. Resident understands, as waiver and indemnity, In the event that Resident misses three required meetings and/or obligations without reasonable cause that the provisions of this contract will be terminated. Each instance of failing to attend a meeting or fulfilling an obligation without reasonable cause will be documented by Executive Director and signed by Resident. If Resident disputes the instance, Resident will contact a Big Muddy Urban Farm Board Member in accordance with Big Muddy Urban Farm whistleblower policy. The Board will investigate and determine whether the cause for disputed missed meeting or obligation was or was not reasonable. Upon termination of provisions outlined in this contract, Resident agrees to pay \$450 per month for rental of the room. Resident may exit the Aspiring Farmer Residency program by giving Big Muddy Urban Farm written notice, and thereby forfeiting the provisions stated in this contract. Resident agrees to pay a proration or monthly charge of \$450 per month for rental of the room for days lived in the Residency House if Resident decides to resign from this contract.
  - a. **Acknowledgment**. Resident understands that participation is key to an optimal learning environment for Resident and for fellow Residents. There are many outside pressures while in-residence that can challenge participation. These outside activities can lead to overall personal growth/health and should not be dismissed, but should be balanced with appropriate understanding of personal capacity and time management to achieve the best possible learning environment for all involved.
15. **Tours**. Big Muddy offers farm tours to community groups regularly throughout the season to further its mission of "making sustainable agriculture accessible to all." Tours help expand public knowledge of local food production and gardening while also enhancing the residency experience for Resident

through public speaking, networking, and informal teaching opportunities. Resident agrees to help, in collaboration with Big Muddy Urban Farm Executive Director, facilitate at least three farm tours over the course of their residency. The Big Muddy Urban Farm Executive Director will manage tour sign-ups in collaboration with Residents. There may be two or three tours per month during the growing season for a wide range of audiences. Residents will be offered to sign up at will for designated tours during weekly coordination meetings. At least one resident per tour is required. In the event that no resident signs up, Executive Director will select a resident for help or determine alternate proceedings.

16. **Medical Care.** The Resident hereby authorizes Big Muddy Urban Farm to seek emergency medical treatment for the Resident in case of accident, injury, or illness.
17. **Insurance.** Big Muddy Urban Farm shall not be liable for damage or destruction of any personal property or equipment of the Resident, including, without limitation, any of the Resident's materials, tools, or work. The Resident will procure and maintain, at his/her cost, casualty insurance with so-called "all-risk" and water damage coverage in amounts sufficient to fully cover all personal property and equipment of the Resident, and shall, upon request, provide a certificate of insurance to Big Muddy Urban Farm.
18. **Residency Code of Conduct.** Resident has read and agrees to the terms and conditions of the Big Muddy Urban Farm Residency Code of Conduct. Resident understands that if resident is found to have committed, or attempted to commit, the list of behaviors outlined in Section 4 of the Residency Code of Conduct may be found in violation of the Resident Code of Conduct and may include termination of this contract. The active version of the Residency Code of Conduct is publicly available and can be found on the Aspiring Farmer Residency webpage.
19. **Waiver of Liability; Indemnity.** Neither Big Muddy Urban Farm nor its respective officers, directors, agents, employees, affiliates or representatives will be liable to the Resident or any party claiming by or through the Resident for any injury, loss or damage to person or property (including, without limitation, any personal property or equipment) of the Resident or the Resident's agents or invitees from whatever cause or nature, including, without limitation, bodily damage, property damage, serious personal injury or death arising out of materials, equipment or supplies at Big Muddy Urban Farm with which the Resident may come into contact. The Resident acknowledges these risks and with such understanding hereby waives, releases and forever discharges Big Muddy Urban Farm, its respective officers, directors, agents, employees, affiliates and representatives of any kind, from any and all liability and claims (whether present or future) arising out of the Resident's participation in the Aspiring Farmer Residency program. The Resident agrees to indemnify, defend and hold harmless Big Muddy Urban Farm and its respective officers, directors, agents, employees, affiliates and representatives from all claims, costs and liabilities arising out of any injury, loss caused by Resident to third parties.

**Residency Dates: December 13th, 2019 through November 30, 2020**

**AGREED:**

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BIG MUDDY URBAN FARM

\_\_\_\_\_  
DATE