

1. **LANGUAGE:**

- The following terms refer to the indicated definitions:

1.1. **ARTIST:** Carter Johnson.

1.2. **OWNER:** An individual who has taken or will take the following actions:

1.2.1. Enter into oral, email, or text agreement of intent to carry out the terms outlined in this contract.

1.2.2. Provide an initial tour of their own domestic space.

1.2.3. Agree upon one square foot of that space as a part of the exchange laid out in this contract.

1.2.4. Agree upon a term for this contract.

1.2.5. Accept the proposed consideration offered by the Artist.

1.3. **AGREEMENT:** This contract for exchange.

1.4. **SPACE:** One square-foot of the Owner’s current domestic situation chosen in conjunction with the Artist.

1.5. **DEVICE:** The utensil operated by the Artist, or with the assistance of the Owner; which will be used as a mediating instrument and relational mechanism to both form the Agreement and frame the Space.

1.6. **BODY:** Refers to the physical body of the Artist; and/or that of other participants, their avatars, twins, doubles, doppelgängers, stand-ins, substitutes, agents, daemons, ghosts, specters, souls, or images. While the Body may belong to the Artist, may accompany or serve as a substitute for the Artist, it should not be confused with nor conflated with the Artist himself.

1.7. **OBJECT:** Serves as the consideration for the Space, which may be defined and redefined by the Artist at any time during the Agreement, and which may refer to one or more of the following:

1.7.1. Things that are physical in nature and defined by relatively clear boundaries, edges, and/or surfaces that distinguish them from other physically defined things;

1.7.2. Things that are process in nature and may consist of but may not be limited by marking, forming, constructing, gathering, sorting, collating, associating, patterning, cutting, hanging, dropping, and/or the initiation of any manner of organic or inorganic actions and proceedings such as growth, condensation, freezing, melting, or decomposition;

1.7.3. Things that are performative in nature consisting of actions executed by the Body; and/or

1.7.4. Things that are conceptual in nature and have no clear physical boundaries but whose extents are determined purely by ideas, thoughts, or thinking itself.

1.8. **CONSIDERATION:** The exchange between the Owner and the Artist of the Space for the Object, mediated by the Device, constitutes the Consideration.

2. **COMMUNICATION:**

2.1. **FOR ARTIST:**

carter@carterjohnson.net;  
(646)431.8183  
223 W14th Street, #2B, New York, NY 10011

2.2. **FOR OWNER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(PLEASE FILL IN first & last name, address, city, state, zip code, email address, and any other relevant contact information)*

3. **TOUR:**

3.1. The Owner shall provide a Tour of their domestic space to the Artist and/or the Body. The purpose of the Tour is to select and agree upon an appropriate square foot to be clearly indicated by the Device and designated to the Space.

3.2. The Tour may be led in-person, or virtually via some video technology.

3.3. The Tour may be initiated by the Artist or by the Owner in-person or virtually via CNTRCT.art.

4. **SPACE:**

4.1. The Space specifically refers to one square foot of the Owner’s current domestic situation, which is located at the following address in (city, state, and zip code):  
*(PLEASE WRITE address, city, state, and zip code):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

4.2. The particular square foot designated to the Space is described as follows:  
*(PLEASE PROVIDE a detailed description of its location in and relation to the Space. If additional writing space is required, continue the description or narrative on the last page of this Agreement document, or attach additional sheets):*

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\_\_\_\_\_.

4.2.1. The Artist and/or the Body (under the direction of the Artist) are granted a revocable and renegotiable license to use and occupy the designated square foot within the Owner’s domestic situation pursuant to the terms and conditions of

this Agreement. Other than the Owner, only the Artist and/or the Body may use the Space, and the rights granted in this Agreement are personal to the Artist. The Artist may not transfer their rights under this Agreement to any other person or entity without the prior written consent of the Owner. The Artist and/or the Body must use the Space in accordance with all applicable laws, rules, and regulations, as well as any reasonable rules and regulations promulgated by the Owner from time to time.

4.3. Upon a change in the Owner's domestic situation and/or location during the term of the Agreement, thereby invalidating the current definition of the Space as laid out in this Agreement:

4.3.1. The Owner must notify the Artist by text, email, in-person, post, or some other form of communication.

4.3.2. The Owner and the Artist must renegotiate the terms of the Agreement, including, but not limited to, the re-definition and re-measurement of the square foot designated to the Space, or the Owner and the Artist shall dissolve the Agreement.

4.4. Upon the termination of this Agreement:

4.4.1. The Artist shall peaceably surrender the Space in good condition or, if mutually agreed upon with the Owner, extend or renew the duration of the Agreement.

## 5. **SPACE CONDITION:**

5.1. The Artist accepts the Space in "AS-IS, WHERE-IS" condition, without any representation or warranty of any kind or nature whatsoever.

5.2. The Artist promises to care for the Space and not to damage the Space by knowingly affecting the material properties of the Space unless otherwise agreed upon with the Owner. The Artist must notify the Owner of any necessary repairs required to the Space due to ordinary wear and tear or in the unlikely event that accidental damage occurs.

## 6. **SPACE USAGE:**

6.1. The Artist may use the Space only for art-related purposes, such as, but not limited to, the following:

6.1.1. art display,

6.1.2. art promotion,

6.1.3. art storage,

6.1.4. art studio,

6.1.5. art-making, and/or

6.1.6. art practice purposes but for no other purpose.

6.2. The Artist agrees that all activities will be confined to the Space unless otherwise decided between the Artist and the Owner, either through an additional oral or written agreement.

6.3. The Artist agrees to report in advance of any activity that may even by chance affect the material qualities of the Space.

6.4. The Owner shall on occasion grant to the Artist and/or the Body an easement for passage and access to the Space at times mutually agreed upon. Such an easement shall only be granted for the art-related purposes previously mentioned.

## 7. **DEVICE:**

7.1. The particular implement designated as the Device is described as follows:

A digitally manufactured plastic, acrylic, nylon, or metal object of approximately 56 linked parts using approximately 56 plastic, acrylic, nylon, or metal hardware connectors as hinges. Said object when unfolded delineates and frames one square foot of space, but when folded creates a 4-inch cube.

7.1.1. In such cases when the Artist and/or the Body cannot physically be present to operate the Device or when the Tour is virtual, a substitute device may be produced under the direction of the Artist. Any materials available to the Owner may be used to produce the substitute device, including, but not limited to: paper, aluminum, plastic, tape, glue, string, cardboard, wood, or plastic; however, such substitute devices must resemble the original Device insofar as it measures and frames a perfect square foot. Furthermore, such substitute devices shall in no way replace the original Device.

7.2. The Artist shall have the sole irrevocable license to possess, use, store, and display the Device.

7.3. The sole purpose for the Device shall be as a mediating and relational tool between the Owner and the Artist.

7.4. The Artist shall protect the Device, which shall remain safely within its case unless in use by the Artist or on display as permitted by the Artist.

7.5. Other than the Artist, neither the Owner nor any other person shall have any claim whatsoever to the Device.

## 8. **OBJECT:**

8.1. The particular object designated as the Object is described as follows:

Any item, group of items, parts, ideas, fragments, pieces, aspects, characteristics, properties, ideas, concepts, texts, images, sounds, videos, amounting in any number whatsoever, or consisting of any material whatsoever, of any size whatsoever that has been designated by the Artist and agreed upon with the Owner as the Object.

8.2. The Owner shall have a revocable and renegotiable license to use and display the Object pursuant to the terms and conditions of the Agreement. The Owner may use the Object only for art-related purposes but for no other purpose. Other than the Artist, only the Owner may use the Object, and the rights granted in this Agreement are personal to the Owner. The Owner may not assign its rights to any other individual, group, or organization, including the right to temporary possession, under this Agreement without the Artist's prior written consent. The Owner must use the Object in accordance with all applicable laws, rules, and regulations, and such reasonable rules and regulations as are promulgated by the Artist from time to time.

8.3. Upon the termination of this Agreement:

8.3.1. The Owner shall peaceably surrender and transfer the Object in good condition back to the Artist, or, if mutually agreed with the Artist, extend or renew the duration of the Agreement.

## 9. **OBJECT CONDITION:**

9.1. The Owner accepts the Object in "AS-IS" condition, without any representation or warranty of any kind or nature whatsoever, including an understanding of the following:

9.1.1. The thing, concept, action, performance, or process to which the Object refers, whether singular or plural in nature, may at any point in time during the Agreement be redefined.

9.1.2. Such rights to redefinition are solely possessed by the Artist, although the Artist shall take the needs, desires, and feelings of the Owner into consideration.

9.1.3. The Owner, however, may at any time during the Agreement propose to the Artist a redefinition, and the Artist must take such a proposal seriously.

9.2. The Owner promises to care for the Object, and promises not to damage the Object by knowingly removing any parts or intentionally misusing it. The Owner must notify the Artist of any necessary repairs required to the Object due to ordinary wear and tear or accidental damage.

9.3. The Owner must not undertake any cleaning, repairs, or alterations of the Object itself under any conditions unless explicitly sanctioned by the Artist.

9.4. If, despite the good faith efforts by the Owner, the Object is damaged beyond repair or is lost, this Agreement is null and void, and a new contract, if desired by both parties to this Agreement, must be negotiated between the Owner and the Artist.

## 10. OBJECT USAGE:

10.1. The Owner may, with the express consent of the Artist, use the Object only for art-related purposes, such as the following:

10.1.1. art display,

10.1.2. art promotion,

10.1.3. art exhibition,

10.1.4. art seminars,

10.1.5. art colloquia or discussions,

10.1.6. art demonstration, and

10.1.7. art practice purposes but for no other purpose.

10.2. The Owner agrees that all activities concerning the Object, other than ordinary daily-use activities, must first be decided between the Artist and the Owner in advance, through either an additional oral or written agreement.

10.3. The Owner agrees to report in advance of any activity that may even by chance affect the material qualities of the Object.

10.4. The Owner agrees to document the Object and the Space from time to time via photo and/or video, submitting such documentation to the Artist and/or the Body, or to CNTRCT.art under the direction of the Artist.

## 11. CONSIDERATION:

11.1. The Owner and the Artist consent to exchange the Space for the Object via the Device, whereas both parties shall agree that this constitutes adequate consideration.

## 12. TIME/DURATION:

12.1. This Agreement shall commence upon the designation of the square foot of the Owner's domestic situation to the Space and the signing of the Agreement as noted on the Starting Date indicated below. The Agreement shall expire on the Ending Date also indicated below, or when any of its terms have been violated, when the Owner and Artist mutually agree to end or suspend the terms of the contract, or due to the End Of Time as additionally noted below.

### 12.2. STARTING DATE:

\_\_\_\_\_  
\_\_\_\_\_  
(PLEASE FILL IN the starting month, day, and year MM/DD/YYYY.)

### 12.3. ENDING DATE:

\_\_\_\_\_  
\_\_\_\_\_  
(PLEASE FILL IN the ending month, day, and year MM/DD/YYYY.)

12.4. **END OF TIME:** In the event of an apocalypse that wipes out humanity, the planet, its ecosystems, and/or any intelligence capable of understanding the 21st century human concepts of art, property, possession, market, exchange, and ownership before this Agreement expires, the Artist's rights to the Object or the Device will be transferred to the closest living or non-living entity or substance related or in some way connected to the Artist.

## 13. INTELLECTUAL PROPERTY:

13.1. The Artist shall retain all rights in any intellectual property created by the Artist or the Body in connection with the use of the Space, Device, or Object during the term of this Agreement. The Owner acknowledges that any intellectual property created by the Artist or the Body in connection with the use of the Space, Device, or Object shall not be used or reproduced by the Owner without the prior written consent of the Artist.

## 14. INDEMNIFICATION & LIABILITY:

14.1. Both parties agree to the terms provided in this Agreement by and between the Artist and the Owner.

14.2. The Artist agrees to indemnify and hold the Owner harmless from all claims, liability, damage, injury, penalty, fine, or loss, directly or indirectly, by any persons, authority, or entity for injuries to persons, property, or damage that in any way results from the use of the Space by the Artist, excepting those uses not protected by this Agreement. If any suit or proceeding shall be brought against the Owner on account of damage, injury, omission, neglect, commission, liability claim, or loss occasioned by the Artist, guests of Artist, invitees, licensees, servants, or any other person, the Artist, at its sole expense, will defend same and will pay any judgments that may be recovered against the Owner.

14.3. The Owner agrees to indemnify and hold the Artist harmless from all claims, liability, damage, injury, penalty, fine, or loss, directly or indirectly, by any persons, property, or damage that in any way results from the use of the Object by the Owner, excepting those uses not protected by this Agreement. If any suit or proceeding shall be brought against the Artist on account of damage, injury, omission, neglect, commission, liability claim, or loss occasioned by the Owner, guests of the Owner, invitees, licensees, servants, or any other person, the Owner, at its sole expense, will defend same and will pay any judgments that may be recovered against the Artist.