

Contract For Your Art and Your Life

Volunteer! Enter and Consent! Cabaret is the place where anything goes, and YOU go with anyone, especially THE PENACHO CODE. Cameras, lights, action! Microphones too. TV investigative reporters, university boffins, private dicks, and makers of embarrassing documentaries that appear after 11pm, they all come out of the woodwork to compromise YOU. You want it all. So much so that YOU SAY „I give it all to the Code!“ And you like it, don't you, you naughty devil :D Yes, they're all out to get YOU, they have YOUR NAME. Volunteer to the Code, else nothing is sacred in Art. Declare yourself of clear mind and sound body, responsible, willing and free of all prejudices except those deep within your tiny twisted mind. YOUR CABARET NEEDS YOU! Enter of your own free will, or slide the enormous bribe under the table and you will be led towards, directed afore, forced into, against your will, resisting, squealing, squirming with delicious pre-teen spite. Naughty devils cost extra, says THE PENACHO CODE.

Fraud. In accord with the ancient customs and weighty procedures of the law of Our World of Art, the Code will expose YOU to persistent, insidious, mentally ravaging, vile and pernicious FRAUD. You agree and affirm that your life, your career, your training, your spouse and your very future is fraud. Your children serve yet as journeymen fraudsters in our future of Art. You demand that we accept your years and decades of experience in FRAUD, and you are ready and willing, nay, YOU DEMAND to participate in the fraud of art because it is the only thing you know and love. Fraud is your life. You are a nothing but a fraud. „Sew me, reap me, abuse me,“ YOU SAY, without fraud, your life is as empty, as meaningless, as symbolic as a turd in a can.

Preamble. The project is structured around multifaceted incremental work plan combining novel content design based on new pedagogical paradigms blended with the e-learning environments to facilitate hybrid mode of delivery. This is combined with series of educational experiments on the target artistic groups with possibilities to adjust the approach and disseminate the interim and final results. Our pedagogical approach is based on the educational model which assumes that the learning process is an interactive process of seeking understanding, consisting of three fundamental components: Conceptualization, Construction and Dialogue. The relevant modules of the New Curricula are mapped onto these three components and a hybrid way of delivery is investigated through different scenarios.

Idea Containerisation. All art must be constrained by a receptacle having at least one exterior surface and a plurality of walls defining a discrete object receiving volume. **Nullified substratification.** Failure of the substrate of the receptacles to which your art is applied will nullify our guarantees. **Prescriptive Value.** The cognitive process that artist will go through when interpreting theoretical prescriptions and selecting metaphors is almost intuitive in that the prescription will be read, a decision is then made in the mind of the individual concerned, they will then make a selection based on what they have decided. When an error is made either mentally or in the physical selection process it is difficult for the individual concerned to detect their own error because in their own mind they have made the correct selection.

Non-assignability. This Agreement and the benefits and advantages herein contained are personal to the Artist and shall not be sold, assigned or transferred by the Artist. **Vesting Finality.** Title to property in the Art shall remain vested in the Code (notwithstanding the delivery of the same to the Artist) until the price of the Art comprised in the contract and all other money due from the Artist to the Code on any other account has been paid in full. **Non-negligence indemnification.** Code shall not be liable for loss of or damage to any property left, stored or transported by Artist or any other person in or upon Art either before or after the return thereof to Code. Artist hereby agrees to hold Code harmless from, and indemnify Lessor against all claims based on or arising out of such loss or damage unless caused by the negligence of Code. **Unreserved forfeiture.** In all verbal or written leases of real art of any kind in which is fixed a definite time for the payment of the market price reserved therein, there shall be implied a forfeiture of the term upon failure to pay the price within 10 days after a demand is made by the raisor or his agent on said artist for all past due price, and the raisor may forthwith enter and dispossess the artist without having declared such forfeiture or reserved the right of reentry in the lease. **Liquid severability.** The agreement shall determine forthwith if a receiving order is made against Artist (or being a company Artist goes into liquidation, whether voluntarily or compulsorily) or if Artist shall call a meeting of his creditors or any distress or execution is levied against any of his works.

Manifold Discontinuity. In the event that the first attribute of artist's object is such that it creates a discontinuity between itself and the unsynthesised manifold, artist agrees to synthesise her manifold and re-enter the first attribute. **Intertemporal Vernaculars.** Re-writing of the vocabulary of intemporal artistic heritage as a possible vector for submissions on the condition that this transposition is resolutely anchored in the 21st century through a contemporary lens that absolutely avoids drifting into the vernacular is not encouraged. **Time estoppel.** The possibilities a team can envisage are bounded by the belief and values of its Artists. Even when the potential of technology and strategy can be seen, there is a time-gap before the culture allows for its realisation. Can you help others to clarify their own map of the penacho? Can you hold a strength of values and beliefs and safely see your artists through transformation - both personal and organisational? The Code does not raise employees but creative artists who wish to contribute leading transformational processes in a consultant role.

Corporal quantifications. Code expects to see quantifiable additional sponsorship benefits (in terms of the value to the raisor and not necessarily the actual cost to the heritage or artist body) worth a minimum of 50% of the aforementioned value. **Artistic arbitrage.** An artist carrying on an art market shall not request or directly or indirectly receive and fee from a second person for providing services (whether by the provision of information or otherwise) for the purposes of finding or seeking to find a third person, with a view to the second person becoming employed by the first person and acting for and under the control of the third person. **Exclusionary estoppel.** In the application by virtue of this paragraph of subparagraphs (4) and (6) to (10) of paragraph 3 to an application or proposed variation: (a) the notice served under subparagraph (6) of this paragraph shall be treated as the notification required by subparagraph (4) (1) of paragraph 3; the reference in subparagraph (6) of paragraph 3 to the day on which the notification under subparagraph (4) a) of paragraph 3 is made shall be treated as reference to the day on which the notice served under subparagraph (2) of this paragraph is given.

Force Majeure. The Code shall not be liable for the cancellation by it of any order or any unfulfilled part thereof or for effecting partial delivery or performance if performance by the Code is prevented or delayed whether directly or indirectly by any cause whatsoever beyond the reasonable control of the Code whether such cause existed or was foreseeable at the date of acceptance of the Artist's entrance by the market or not and without prejudice to the generality of the foregoing any cause shall be deemed to prevent, hinder or delay the Code if the Code is thereby prevented, hindered or delayed from fulfilling other commitments whether to the Artist or to third parties. **Severability.** The clauses of these Conditions and each subclause thereof are several and if any part of any clause or subclause shall be void, invalid or unenforceable then the remainder of such clauses or subclauses shall nevertheless be valid and enforceable. **Sexual plurality.** The masculine includes the feminine gender and the singular shall include the plural and vice versa and a reference to a statutory provision will be interpreted as a reference to the provision as amended or re-enacted from time to time including any regulation or statutory instrument issued pursuant to such provision at any time.

Time-space estoppel. For the purpose of making a declaration under this Subdivision, the Code may: a) treat a particular event that actually happened as not having happened; and b) treat a particular event that did not actually happen as having happened and, if appropriate, treat the event as: i) having happened at a particular time; and ii) having involved particular action by a particular entity; and c) treat a particular event that actually happened as: i) having happened at a time different from the time it actually happened; or ii) having involved particular action by a particular entity (whether or not the event actually involved any action by that entity). **Waiver. Total. Rights.** The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.