

## THE SWATCH ART PEACE HOTEL MANIFESTO

### What is the Swatch Art Peace Hotel Guest Artist Program?

The Swatch Art Peace Hotel Artist Residency is designed to bring together talented artists from around the world to experience a unique cultural environment dedicated to contemporary art. Selected artists are invited to live and work in specially designed apartments and workshops for a period of three to six months, in a community of eighteen people from all artistic horizons and national origins. By bringing together the creators of art – the greatest luxury of all – along with leading Swatch Group watch brands in a prestigious setting, the Residency aims to situate art at the very heart of an urban space dominated by luxury goods.

The Swatch Art Peace Hotel Artist Residency offers artists, who are shaping the luxury of the future, the opportunity to counteract isolation and to develop creative exchange by living and working together in a dedicated environment in one of Shanghai's most prestigious locations. Two floors have been reserved for this purpose in a legendary landmark building in Shanghai, China. Under a concept developed by Swatch Group, the former Palace Hotel (later known as the Peace Hotel South Building) has been restored to its former splendor. Now known as The Swatch Art Peace Hotel, it is located directly on the Bund, once the heart of old Shanghai and today the luxury mile in one of the biggest and most dynamic cities in the world.

Art and its propagation are of intrinsic importance to Swatch. The link between watches and the luxury of art was first introduced by Swatch with its concept of "the world's smallest canvas". While making art accessible to everyone, the concept also associated the traditional Swiss art of watchmaking represented by such notable brands as Blancpain and Omega with the exclusive prestige of a commissioned work of art.

The Swatch Art Peace Hotel Artist Residency welcomes every kind of artistic expression, style and medium. Artists are under no obligation with respect to the organization or nature of the work undertaken during their residency. They are free to engage in individual or joint projects and to work according to their own schedule and plans. All participants will be asked to leave an artistic "trace" of their visit at the end of their stay, but will be completely free to choose how to do so.

The project's main focus is on creative exchange. Artists are encouraged to engage in collaborative work and discussion and to interact as a dynamic artistic community so as to enrich the creativity of the group as well as each other's work. Communication, confrontation, observation and discovery should challenge the artists and enable them, in this vibrant artistic and cultural environment, to build upon their existing skills and extend the boundaries of their art.

## CONDITIONS FOR APPLICANTS

### Conditions for Applicants to the Swatch Art Peace Hotel Artist Residency

Artists who wish to apply for admission to the Swatch Art Peace Hotel Artist Residency must meet the following conditions:

1. Candidates must be at least 21 years of age at the time of application. Specific exceptions may be made for nationals of countries where the age of majority is lower than 21. There is no upper age limit.
2. Applications must be made in person. Galleries, curators and organizations are not eligible and third parties cannot apply on behalf of an artist. Swatch Group will not consider any requests from third parties concerning the application process. An engagement or contract binding the candidate to a third party will neither be an advantage nor a disadvantage for a candidate's application. Artists working together may apply as a group of up to a maximum of four. However, each member of the group has to complete a personal application.
3. Third parties linked to the candidate have no rights of any kind, which could influence the application process of the candidate.
4. Only online applications made using the application forms on the Swatch Art Peace Hotel website will be considered. No exceptions will be made. The application forms must be completed in English.
5. A 30.– Swiss francs motivation fee is to be paid upon application. This fee is non-refundable, whatever the outcome of the application. The sum will be donated in its entirety by Swatch Group to the independent medical aid organization MSF (Médecins sans Frontières / Doctors without Borders). With group applications, each artist in the group has to pay the motivation fee.
6. The selection committee needs four to eight weeks to review the artist applications. The decision made by the Swatch Art Peace Hotel Jury regarding each application is final. No explanation will be provided in the case of a negative response to a candidate's application.
7. Artists who are invited in the Swatch Art Peace Hotel Artist Residency must meet and agree to comply with the conditions stated in the "Agreement" document. This document will have to be signed.
8. A new application to be invited in the Swatch Art Peace Hotel Artist Residency is possible for former residents one year after the date of the last day of the previous residency. In case of negative decision, it is possible to apply again one year after the date of the rejection communication.

## CONDITIONS FOR PARTICIPANTS

### Conditions for Participants in the Swatch Art Peace Hotel Artist Residency

Artists who are invited to the Swatch Art Peace Hotel Artist Residency must accept and fulfill the following conditions:

1. Have basic knowledge of either English or Mandarin Chinese enabling them to communicate effectively in everyday situations in Shanghai.
2. Obtain, with assistance from Swatch Group, a business visa from the People's Republic of China. Residency at the Swatch Art Peace Hotel will be subject to the duration and conditions stated in the visa. Please refer to the "What You Get" document for details.
3. Accept the travel conditions laid down by Swatch Group for the flight tickets paid (travel arrangements made) by Swatch Group. Please refer to the "What You Get" document for details.
4. Have the necessary revenue for six months day-to-day living in Shanghai for all costs other than hotel accommodation and breakfast, which will be covered by Swatch Group.
5. Be insured against civil liability and have personal health and accident insurance for the entire residency period. In case of illness or injury, medical expenses will not be covered by Swatch Group.
6. Be prepared to inform and involve Swatch Group if there are any comments about their stay – particularly, any comments they might wish to make publicly or any suggestions that might contribute to the development or improvement of the residency.
7. Be ready to open their workshop to public visits on a regular basis during their stay at the Swatch Art Peace Hotel at times agreed to with the Swatch Art Peace Hotel staff. Although artists will be free to manage their stay according to their own plans, they will be expected to occupy the studio awarded and to make use of the workshop on a regular basis. They are requested to inform Swatch Group in advance of any prolonged absence.
8. Artists will be free to practice their art outside the Swatch Art Peace Hotel as well, and to pursue parallel artistic activities in their own interest for the entire duration of their stay. However, third parties, such as agents, curators, galleries or organizations will have no rights concerning the work created during the Swatch Art Peace Hotel residency. Nor will third parties linked to the candidate have any rights of any kind to derive benefit in any way from the artist's participation in the Swatch Art Peace Hotel Residency.

9. Be ready, during the residency, to keep Swatch Group updated on the development of their artistic project, to communicate about their work and to show it upon request.
10. Be prepared to leave an artistic “trace” of their stay at the Swatch Art Peace Hotel.
11. Be aware that only the artist is considered to be the resident. If visited by a spouse or partner or any other person, note that the related costs will not be covered by Swatch Group, and that Swatch Group will not be responsible for obtaining the necessary visas or other documents for these visitors. If a resident artist wishes to accommodate a visitor temporarily, Swatch Group should be informed beforehand. Any such invitation will be subject to Swatch Group’s agreement and strictly limited to a period of time of maximum one week (seven nights). No special modification of the room can be made for visitors.
12. Comply with the Swatch Art Peace Hotel House Rules and Regulations. This also applies to individuals visiting the artist. Residents are responsible for any visitors in the hotel. Artists will be free to practice their art in their workshops in whichever way they choose, provided this is compatible with the hotel facilities and regulations.
13. Be aware that the residency stay agreed on the beginning of the residency cannot be extended. Should an artist interrupt her / his stay before the foreseen term, the stay will be considered as finished. This will also apply in case of illness.
14. Be aware that Swatch Group retains the possibility of terminating any stay at any time without having to explain its decision.
15. Be ready to meet and agree to comply with the conditions stated in the “Agreement” document. Be ready to sign this document.

## HOUSE RULES AND REGULATIONS

### The Swatch Art Peace Hotel Artist Residency Rules and Regulations

All guests (resident artists and any visitors hosted by a resident artist) should abide by the artist residency rules and regulations:

1. On arrival, guests must register at the hotel reception desk. All guests are requested to present a valid passport, visa or travel document to prove their identity and to indicate the purpose of their stay.
2. Resident artists are requested to inform both the reception desk and Swatch Group as soon as possible in advance of any prolonged absence, as well as in the event of a departure prior to the scheduled departure date.
3. All guests should take good care of the property in the hotel and cooperate with the hotel team when they are carrying out their duties. The apartments and studios will be cleaned twice a week by the housekeeping team. Resident artists are responsible for their apartments and workshops for the duration of their stays. Service visits may be made periodically by representatives of the Swatch Art Peace Hotel management. It is not permissible to bring furniture into the hotel. Upon departure, all personal belongings and artwork should be removed, both from the apartment and workshop as well as from all common spaces.
4. Resident artists are not allowed to accommodate any unregistered guest for the night. The artist alone is considered to be the resident. If she / he wishes to accommodate a guest, the hotel management should be informed beforehand. Guest are also expected to abide by the artist residency rules and regulations.
5. Resident artists are kindly requested to inform the reception desk if they invite more than five people to their studio at any one time. Resident artists are responsible for any visitors present in the Swatch Art Peace Hotel Artist Residency.
6. Breakfast is served from 9.00 a.m. to 10.30 a.m. in the kitchen area on the third floor.
7. Resident artists are free to use the common areas (library, community kitchen, lounge, laundry, etc.) in compliance with the artist residency rules and regulations and by respecting the artist residency etiquette. It is the resident artist's responsibility to keep the assigned space clean and in good order. Each guest should also do her / his share to help keep common spaces clean and functional.
8. Guests are responsible for their expenses when using hotel services such as the business center, Shook! Restaurant and Time Bar. They will be asked to present a credit card in order to guarantee payment of these expenses and will be requested to settle their account on a monthly basis.

9. The hotel is not responsible for the safety of resident artists' personal belongings, valuable items, artistic material or work. Guests are advised to consult their insurers for coverage of such items. Small objects may be deposited in the safe provided in each room.

10. No birds, animals or unsanitary articles may be brought into the hotel. No pets, other than a registered guide dog, are permitted in the hotel.

11. No strong smelling, inflammable, explosive, corrosive, toxic, radioactive or other dangerous articles may be brought into the hotel. No burning of items (including candles) or ignition of fireworks or firecrackers or use of open flames is permitted in the hotel. **Smoking is strictly prohibited inside the building.** This includes smoking through an open door or window.

12. It is forbidden to add or to modify electrical installations or to use additional electrical equipment such as electrical heaters, electrical stoves, cooking devices, microwave ovens, etc.

13. Noise-making or playing music loudly in a way that is disturbing to other guests is forbidden in the hotel, in particular between 10.00 p.m. and 8.00 a.m.

14. All guests should comply with the Chinese laws and regulations and specific hotel regulations as described in the "Shanghai Public Security Bureau Hotel Regulations" document.

15. The hotel team has the authority to prosecute anyone who has violated the above-mentioned rules and regulations. Disorderly behavior or non-compliance with the rules and regulations may result in eviction as well as financial liability for any damage caused. Those who violate the Chinese laws and regulations will be prosecuted accordingly.

## HOTEL REGULATIONS

### Shanghai Public Security Bureau Hotel Regulations

Guests are required to present a valid passport, visa or travel document to verify their identity and to indicate the reason for lodging when they check in at the hotel.

Please comply with the rules and regulations of the hotel and cooperate with the hotel team when they are carrying out your duties. Every guest has the responsibility to protect the hotel property. Non-registered guests are not permitted to stay in the hotel overnight.

No pets or animals are allowed in the hotel. Other than a registered guide dog, pets are not permitted in the hotel.

Guests are not allowed to carry any strong smelling or dangerous articles such as inflammables, corrosives, poisons, radioactive materials and explosives when staying in the hotel. Burning and letting off fireworks are prohibited on the premises.

Electrical heaters and any cooking device other than those provided by the hotel are not permitted in the guestrooms.

In accordance with the regulations of the Chinese Government, any criminal activity such as fighting, gambling, drug use, prostitution or the posting of any slanderous, hateful or obscene messages or pictures in the hotel is prohibited. No excessive drinking, loud parties or excessive noise are permitted within the premises.

Any violation of the Administrative Punishment Law, Public Security Law, Criminal Law or any related Laws of the People's Republic of China will be subject to investigation by the Public Security Bureau and punished in accordance with the laws.

### Shanghai Public Security Bureau

## THE SWATCH ART PEACE HOTEL ARTIST RESIDENCY ETIQUETTE

**We are pleased to welcome you to the Swatch Art Peace Hotel Artist Residency and hope you will enjoy your stay.**

For the comfort and well-being of all, we would like to remind our resident artists that proper etiquette and consideration for others should be observed at all times. We expect our residents to be respectful of other guests, hotel team and hotel property.

Resident artists are encouraged to develop community spirit both in their creative work and when using shared facilities and living space. Each resident artist is expected to do her / his share to help keep communal spaces clean and functional, in particular when using the community kitchen, the lounge, the laundry or the library. In the interest of all, books borrowed from the library should be returned in due time for use by other guests.

We expect our guests to be respectful of other guests' personal belongings, including food and drinks stored in the community kitchen. Work, instruments or material temporarily left in the shared workshops should not be moved without consulting the respective owners or users.

We expect our resident artists to be respectful of other guests' personal belongings. Kindly remember to keep noise volume at a reasonable level both in your apartment and workshop as well as in the common spaces, so as to avoid disturbing other guests, in particular between 10.00 p.m. and 8.00 a.m. Also, please adhere to the strict non-smoking policy operated throughout the building.

Our housekeeping team will take the necessary precautions to avoid disturbing your working environment. Please let staff members know how to best carry out their cleaning duties in your workshop. You will also help them in their general cleaning duties by making sure they have easy access to your apartment. Leaving a tidy room will be appreciated and will allow our staff members to get their duties done in a timely and efficient manner so as to avoid any unnecessary or prolonged disturbance.

Guests of the Swatch Art Peace Hotel Artist Residency – and only those individuals – are allowed to use the community kitchen for a private party. However this has to be done with an acceptable number of guests and an appropriate noise level. The party organizer is responsible for cleaning the community kitchen. If a party is planned, the hotel team has to be informed.

Thank you for your kind cooperation.



## “WHAT YOU GET”

### What you get as guest of the Swatch Art Peace Hotel Artist Residency

The Swatch Art Peace Hotel Artist Residency set up by Swatch Group is pleased to provide the following:

#### Assistance when applying for a visa

Swatch Group will assist artists when applying for a Chinese business visa by undertaking to provide the necessary invitation letters and paying up to 300.– Swiss francs towards covering the cost of the visa application.

#### Round trip ticket to Shanghai

The artists' round trip flight or train ticket from their place of residence to Shanghai and back will be organized and paid by Swatch Group. Pick-up service in Shanghai on day of arrival and departure will also be provided. Flight and train ticket bookings will be made by Swatch Group and will be subject to Swatch Group's conditions. Flight tickets are Economy Class. Swatch Group will endeavor to provide the best possible flight or travel route with regard both to costs and the artists' point of departure.

#### Accommodation at the Swatch Art Peace Hotel

Resident artists are provided with individual accommodation and working space in modern, furnished apartments and workshops located on the second and third floors of the Swatch Art Peace Hotel in Shanghai. The apartments and workshops are assigned according to need and availability for a period ranging from three to six months.

#### Housekeeping service

The apartments and workshops are cleaned twice a week by the Swatch Art Peace Hotel housekeeping staff.

#### Breakfast

A daily Asian and European breakfast is served from 8.00 to 10.30 a.m. in the community kitchen on the third floor.

#### Other facilities and services

- Each resident artist is assigned a numbered cupboard and fridge space in the third floor community kitchen area which is equipped with induction cooktops, kitchenware and utensils at the artists' disposal.
- A lounge and coffee corner with tea and coffee making facilities are also at their disposal.
- Resident artists have also access to a library and a laundry. High speed / wireless Internet access is provided. A Mac, PC and printer / copier are also available.
- Each resident artist will receive a set of visiting cards bearing her / his name and the Swatch Art Peace Hotel address and telephone number.

- The Swatch Art Peace Hotel team will assist resident artists by providing local information and contact details.
- The Swatch Art Peace Hotel team will assist resident artists in finding the material required for their work. Resident artists will also be provided with support enabling them to establish and develop contacts with Shanghai's art scene.
- Swatch Group will support resident artists in case of necessity of renewing visa during their stay.

## “WHAT YOU WON'T GET”

### What you won't get as guest of the Swatch Art Peace Hotel Artist Residency

**Please note that there is no stipend.** Resident artists should be able to provide for their personal and professional needs for the duration of their stay.

The stay at the Swatch Art Peace Hotel Artist Residency does not include the following:

- Coverage of costs charged by airline companies for excess luggage.
- Costs related to the removal and transport of artwork and material from the Swatch Art Peace Hotel or costs for storage of artwork and material awaiting removal.
- Any flight or travel costs other than the round trip flight or train ticket to and from Shanghai provided initially.
- Material or tools for resident artists' work.
- Other personal and professional expenses.
- Additional hotel services such as use of the business center, printing and copying facilities, etc.
- Drinks and meals other than breakfast.
- Phone call expenses.
- Costs involving or incurred by visitors.

Resident artists will be asked to present a credit card in order to guarantee payment of hotel services that are not included in the program and will be requested to settle their account on a monthly basis.

## Agreement

between

The Swatch Group (China) Ltd, Section B, 4/F, New Era Industrial Bldg., No. 399, Fu Te Bei Road, Wai Gao Qiao Free Trade Zone, Shanghai 200131, (hereinafter referred to as “Swatch Group”)

and

,  
(hereinafter referred to as “Artist”)

Whereas, based on the application submitted by the Artist, Swatch Group decided to invite the Artist to participate in the Swatch Art Peace Hotel project and the Artist agreed to accept the invitation. In order to define the rights and obligations of both parties with regard to this cooperation, both parties agreed to be bound by the following agreement.

1. Subject to the terms and conditions of this agreement, the Artist agrees to stay at the Atelier of The Swatch Art Peace Hotel (hereinafter “Swatch Art Peace Hotel”), which is located at Nr. 23, Nanjing Road East, Shanghai, China for the duration of \_\_\_ months (hereinafter “Term”) starting from \_\_\_\_\_ (hereinafter “Commencement Date”).
2. The Artist shall use his/her best effort to complete his/her stay at Swatch Art Peace Hotel in accordance with clause 1. For any change of the planned stay, the Artist shall inform Swatch Group as earlier as possible and both parties shall discuss a solution with good faith.
3. If the Artist is not a Chinese citizen, the Artist shall apply for a visa of the People’s Republic of China in his/her own name. In this regard, Swatch Group shall use its reasonable effort to assist the Artist in the visa application. Swatch Group agrees to pay the Artist a lump-sum subsidiary of 200 CHF with regard to the Artist’s visa application. If the visa is not granted to the Artist until the 15<sup>th</sup> day from the Commencement Date, either of the parties may terminate this agreement by giving a written notice to the other.
4. Swatch Group will assume reasonable expenses for the Artist’s trip to Shanghai (return ticket in economy class for air travel or return ticket in 2 class for train from the Artist’s home city to Shanghai), provided that the Artist’s travel will be arranged by Swatch Group. If the Artist wishes to arrange the trip by him/herself, Swatch Group will pay the Artist a travel subsidy in accordance with appendix I upon the Artist’s arrival at Swatch Art Peace Hotel.

5. Swatch Group will assume the costs of the Artist's accommodation in Swatch Art Peace Hotel (including the breakfast in Swatch Art Peace Hotel) for the Term.
6. During the Artist's stay at Swatch Art Peace Hotel, the Artist shall respect all applicable laws and regulations in China and shall comply with the house regulations of Swatch Art Peace Hotel, which may be modified from time to time by the operator of Swatch Art Peace Hotel.
7. Upon the request of Swatch Group, the Artist shall open his/her workshop at Swatch Art Peace Hotel for public visits at such intervals as mutually agreed on by the Artist and the operator of Swatch Art Peace Hotel. In addition, Swatch Group may arrange visits of art galleries, media, etc to the Artist's workshop at Swatch Art Peace Hotel upon prior consultation with the Artist, being understood that the Artist shall not reject such visits unreasonably.
8. The Artist consents and agrees that Swatch Group or any affiliated company of Swatch Group may use, without time or geographic limitation, the Artist's name, photos or likeness in PR, promotional or marketing materials related to Swatch Art Peace Hotel, being understood that such use shall be primarily for the purpose to communicate the fact that the Artist has worked at Swatch Art Peace Hotel and shall not mainly for commercial purpose.
9. The Artist agrees to give Swatch Group a piece of his/her work as the trace of his/her experience at Swatch Art Peace Hotel (this piece of work is hereinafter referred to as "Trace") before leaving Swatch Art Peace Hotel. The Artist shall use reasonable effort to select a piece of his/her works which could reasonably represent his/her stay at Swatch Art Peace Hotel as the Trace, being however understood that the final decision of the selection is in the hand of the Artist. The Artist represents and warrants:
  - a). The Trace is his/her own original creation and does not infringe any copyright or other intellectual property rights of third party;
  - b). The Trace is free of any rights or encumbrance of third party.
10. The Artist agrees to transfer the title and the ownership of the Trace to Swatch Group. In addition, the Artist irrevocably assigns the copyright and other intellectual property rights of or in connection with the Trace to Swatch Group without additional payment or consideration.
11. The Artist understands and agrees that apart from costs and expenses explicitly assumed by Swatch Group in accordance with this agreement, the Artist is responsible for costs and expenses in connection with the Artists' stay at Swatch Art Peace Hotel, including but not limited to living costs (except for accommodation), travel expenses not explicitly covered by Swatch

Group, costs in connection with the Artist's works, insurances costs etc. The Artist shall purchase and maintain a valid medical insurance covering the Term and shall provide Swatch Group with a copy of the medical insurance's policy if so requested by Swatch Group.

12. Both parties agree that their relationship under this agreement is that of two independent contractors. The Artists shall in no circumstance be deemed as an employee or agent of Swatch Group or any affiliated company of Swatch Group. Swatch Group will assume no responsibility or liability for or in connection with any acts or behavior of the Artist.

13. This agreement shall be governed by and construed in accordance with laws of Switzerland. Any and all disputes arising from or in connection with this agreement, which can not be solved amicably by both parties through discussions, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three and the seat of the arbitration shall be in Zurich, Switzerland. The arbitral proceedings shall be conducted in English.

Signed on

The Swatch Group (China) Ltd

XX

---

---