

Artists in Communities Program

SAMPLE CONTRACT

Roles and Responsibilities for Artist Partner (“the Artist”), Community Partner Organization (“the Community Partner”), and Participants

This Agreement is made on _____
(Date)

Between _____
(Name of Artist)

of _____
(Address of Artist)

(City, Province, Postal Code of Artist)

(Phone Number and Email of Artist)

List additional Artists if applicable.

and _____
(name of Community Partner Organization)

(Contact Person)

of _____
(Address of Organization)

(City, Province, Postal Code of Organization)

(Phone Number and Email of Contact Person)

IT IS AGREED AS FOLLOWS:

1. The Residency or Project

- a) The Artist agrees to undertake a residency (“the Residency”) or project (“the Project”) as described in the attached “**Schedule**” on page 7. (NOTE: See the **Project Proposal** tab in the approved application. In Residencies, the Schedule information is taken from B. *Project Planning and Development* and D. *Residency Schedule* therein.) The Community Partner agrees to engage the Artist to undertake the Residency or Project according to the terms of this Agreement.
- b) The **Project Proposal** may be changed by agreement in writing of both the Artist and Community Partners following SK Arts’ approval.

- c) The Residency or Project **will / will not** *(delete as applicable)* include the design and creation of a work of art described in the Project Proposal.

2. Duration

- a) The Residency or Project will begin on the Start Date stated in the **Schedule** and will continue until the End Date stated in the Schedule. The duration of the Residency or Project is referred to in this Agreement as the “Residency Term” or “Project Term”.
- b) The Residency or Project Term may be extended by agreement in writing, subject to agreement of terms by the Artist and the Community Partners.

3. Funding

- a) The *Artists in Communities* program is a SK Arts program supported by funding from Sask Lotteries through the partnership between SK Arts and SaskCulture.
- b) The financial administration of the *Artists in Communities* grant will be the responsibility of the **Community Partner or Artist Partner** *(delete as applicable)*, as designated in the application.

4. Payment

The **Community Partner or Artist** *(delete as applicable)* agrees to pay fees to the Artist(s) in the total amount of \$_____.

Payment will be made in the following installments:

\$_____ payable on signing of this contract

\$_____ per pay period outlined in the attached the Schedule

5. Expenses

- a) The Partnership agrees to reimburse the Residency or Project Partners as required for the following expenses which may be incurred, upon the production of receipts and other evidence of payment. *(The Partners should carefully consider the goals of the Residency or Project when filling in allowable expenses, and the partners should work closely to develop the list.)*

- i. Materials: _____

- ii. Travel: *(could include an amount per km plus other travel)*

- iii. Moving allowance: _____

- iv. Accommodation: _____

- v. Other Expenses: _____

- b) The **Community Partner or Artist** (*delete as applicable*) will reimburse the above expenses within ___ days (*14 days is recommended*) of the Artist's written request or invoice.

6. Consultation with Community

The Artist agrees to consult with those groups, community organizations and/or persons outlined in the Project Proposal to the extent and in the manner stated.

7. Facilities

(This clause applies primarily to Residencies and will change depending on the discipline of the Artist. For example, a visual artist would require a studio, while a writer would need office space.)

- a) The Community Partner or Artist will provide or make available access by the Artist to the following items or facilities for use by the Artist during the Residency:

together with such facilities as may be agreed upon by the parties in writing.

- b) The above facilities will be provided at the expense of the **Community Partner and/or the Artist** (*delete as applicable*).

8. Assistance

- a) The Community Partner agrees to provide the following assistance to the Artist [and if applicable the production of an artwork]:

- b) Any volunteers or subcontractors providing assistance to the Artist shall be the legal responsibility of the Community Partner, although the Artist may agree to supervise them.

9. Other Roles and Responsibilities of the Artist

- a) In a Residency Term, the Artist will be expected to work 50% of their time in service of the Residency as outlined in *D. Residency Schedule* in the application, and 50% of their time in service of their own creative work. Hours worked may be calculated monthly to allow for flexible work conditions for the Artist. (*Provide a breakdown in the Schedule on page 7.*)
- b) The Artist will, while working in the premises provided, observe any rules laid out by the Community Partner or other owner for its employees or sub-contractors and as notified to the Artist, including (but not limited to) those relating to health and safety.
- c) The Artist will work with the Community Partner to provide an Interim (mid-term) report to SK Arts and, with the Community Partner, and submit a final report on the Residency or Project as outlined in the Schedule.

- d) The Artist will conduct workshops, discussions, school visits, and/or community visits in accordance with the specifications of the Project Proposal).
- e) The Artist will carry out exhibitions, performances, readings, etc., in accordance with the specifications of the Project Proposal. *(List will change depending on the discipline of the Artist.)*

10. Designs *(for Residencies or Projects involved in creation of an artwork or multiple works)*

- a) If the creation of an artwork (i.e. mural, public art installation, etc.) is part of the residency or project, the artist and the community will work together on its design and construction.
- b) The Community Partner and the Artist will be responsible for preparing the site in accordance with requirements to be agreed upon by both partners based on approved designs, maquettes or models.
- c) The Partnership will be responsible for obtaining all necessary consents, clearances and releases from the site owner and local civic planning authority. If such consents and clearances are not obtained by _____ *(date)*, this agreement shall automatically end, but the Artist will be entitled to keep any fee already paid or due under Clause 4, and the Artist will be the owner of any designs already submitted and the copyright therein.

11. Ownership of Artwork *(for Residencies or Projects involved in creation of an artwork)*

The ownership of the artwork shall remain with the Artist during the period of construction until such time that the work is complete and the Community Partner has paid all salary due to the Artist for the Residency or Project Term (if applicable). The Artist will have the right to determine when the artwork is completed. After the artwork is completed, the community owns the artwork.

12. Copyright and Reproduction Rights

- a) Copyright for any work created by the Artist during the Residency or Project shall remain with the Artist.
- b) The Artist grants to the Community Partner the right to reproduce any artwork created between the Artist and Community during the Residency or Project. Following the Residency or Project, any agreement to reproduce any work created during the Residency of Project will require the prior agreement of the Artist in writing.
- c) The Community Partner will give the Artist reasonable access to any work created during the Residency or Project, and allow the Artist to borrow such work for short periods (if portable) for exhibition purposes, provided the Artist is responsible for the return of the work in an undamaged state.
- d) The Community and the Artist will jointly agree to create and provide a Consent or Participation Form for signature by each person stating the participant's rights regarding the exhibition and reproduction of such work.
- e) If the Community Partner, after consulting with the Artist, makes a recording in any medium of any part of the Residency or Project, the Community Partner will obtain the Artist's written consent before using the recording for any use other than publicity or promotional purposes connected with the Residency.

13. Moral Rights

- a) The Artist asserts their right to be identified as the creator of any work created by the Artist during the Residency or Project whenever such work, or any permitted reproductions, is exhibited or published.
- b) The Community Partner will not intentionally alter, destroy, mutilate or distort any work or knowingly permit others to do so, without a signed agreement between both partners.

14. Maintenance *(for Residencies or Projects where artworks are created)*

- a) The Community Partner will attempt to maintain the artwork in accordance with the Artist's reasonable requirements as notified by the Artist on or before completion and installation of the artwork.
- b) If the artwork becomes damaged or needs restoration, the Community Partner will give the Artist the first option to do the necessary repairs upon payment of a reasonable fee for doing so.

15. Promotion

Promotion and publicity for the Residency or Project and events during its Term will be the joint responsibility of the Community and Artist Partners.

16. Taxation

- a) If the Artist chooses to have their salary paid through the Community Partner's payroll as an Employee, the Artist's payment will be subject to normal statutory deductions.
- b) If the Artist chooses to be a Self-Employed individual, they are responsible for paying all taxes arising from the salary or other payments made under this agreement.

17. Insurance

- a) The Community Partner may be asked to maintain adequate public liability insurance coverage against loss or damage to persons or property caused during the Residency or Project (including by the Artist and any volunteers and subcontractors).
- b) The Artist shall be responsible for insurance on the Artist's tools, equipment and/or personal works against damage or loss by the usual risks while performing their duties during the Residency or Project.

18. Disruption of Work

The Residency or Project will be extended (and neither party will be regarded as in breach of their respective obligations under this agreement) to cover delays caused by strikes, weather, injury, illness or other causes outside the reasonable control of either party.

19. Holiday Time

For a Residency with a single artist, the Community Partner shall allow the Artist two weeks of vacation, with pay, during a twelve-month residency. The dates of such vacation will be arranged by agreement between the Artist and Community Partners.

The Artist shall be entitled to sick leave pro-rated at a factor of one day of sick leave for every month worked, to a maximum of six days accumulated.

20. Termination

- a) The Community Partner or Artist may terminate this Agreement during the Residency or Project Term by giving notice in writing to the Co-Applicant Partner if either partner fails to comply with their obligations under this Agreement, provided at least 30 days' prior notice has been given of such failure and the Co-Applicant Partner has failed to rectify the failure in that time. In this event, the Artist will be entitled to be paid all fees due up to the date of termination.
- b) If this Agreement is terminated, the Artist shall retain copyright in any artwork created during the Residency or Project, whether it is finished or not.

21. Changes to the Agreement

This Agreement comprises the entire agreement and understanding between the parties regarding the Residency or Project and may only be amended by agreement in writing signed by both parties.

22. Disputes

Any dispute (other than over the legal interpretation of this Agreement) shall be referred at the request of either party to SK Arts, who will appoint a mediator agreeable to both parties. If the dispute has not been settled within a reasonable time through a mediator, SK Arts may choose to wind down the Residency or Project.

23. Governing Law

This Agreement will be governed by Saskatchewan and Canadian law.

24. Notices

Any notices to be given under this Agreement may be made by hand delivery, registered mail or email to the parties at the addresses given above or such other addresses as may be notified by either party to the other in writing. If made by electronic means, the notice must include a digital signature.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement on the __ day of _____, 20__.

Artist signature Community

Partner contact signature

Witness Witness

