

Artist Service Agreement 2022/23 Booking and Touring

The effective date for this agreement is February 28, 2022 – June 30, 2023.

The Artist Service Agreement (the Agreement) outlines the terms and conditions of your work with ArtStarts. Please read this document carefully as signing the Agreement and paying the annual fee through the Artists Directory Renewal form indicates your full understanding and acceptance. Going forward, this Agreement will constitute the entire contract between you and ArtStarts.

Please note that the Artist Service Agreement (ASA) has been edited since the previous year's agreement (2021/22) and a summary of these key changes can be found below. We encourage you to review the document in full but to note the changes in the following sections:

- **ArtStarts' Artist Directory, #1** - Included definition of workshop
- **Cancellation and Rescheduling of Events, #15** - Reduced fee for cancellations made by artists within 45 days of a scheduled booking
- **Criminal Records Review, #27** - Included link to document for further information on Criminal Record Review process
- **Indemnity, #32** - Added classroom workshops and residencies to the definition of contracted events.

The list of Artist services and benefits connected to this Agreement are summarized below:

Artist Services and Benefits

- Listing in the annual ArtStarts Artists on Tour Directory
- Booking and Touring coordination services
- Invoicing of performances
- Invitation to ArtStarts' events and professional development workshops for artists
- Subscription to ArtStarts' eNewsletter for Artists
- Online resources for touring artists
- 50% discount on facility rentals at ArtStarts, based on availability: artstarts.com/rent

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In consideration of the mutual undertakings set out in this agreement, the Artist and ArtStarts agree as follows:

ArtStarts' Artist Directory

1. For inclusion in ArtStarts' Artists Directory, the Artist must provide the listing information and photos and promotional material (the "Promotional Materials") to ArtStarts by the specified dates.

Artists on the directory can offer one or a combination of the following:

Performance: A pre-established 30min-75min performance where students are participating as an audience that is booked through ArtStarts and can tour to multiple regions in the province of BC.

Workshop: A pre-established engagement that involves students actively participating in the skill learning that can be a half to full day, to multiple days. It is booked through ArtStarts and can tour to multiple regions in the province of BC.

Classroom Residency: A Classroom Residency is a longer engagement that is not booked through ArtStarts. Residencies can be as short as one week and as long as a full school year! Residencies are supported through our Artists in the Classroom grant. BC-based artists and educators work together to apply for an AIC Grant to support the residency in the school.

Throughout this contract, some sections apply only to artists offering Performances and Workshops or only to artists offering Classroom Residencies. Please keep in mind the kinds of offerings you have included in your listing on the Directory.

License

2. The Artist grants to ArtStarts a royalty-free license to use, produce, reproduce, copy, publish, distribute, display, promote, transmit, and communicate to the public by any means it sees fit, the Promotional Materials in ArtStarts' communication efforts for the term of this Agreement.

Representation and Warranties

3. The Artist represents and warrants to ArtStarts that:
 - a) the Artist has the authority to license all intellectual property rights in the Promotional Materials;
 - b) the Artist has obtained all necessary permissions, releases, consents and waivers from third parties to allow ArtStarts to use the Promotional Materials as provided in Section 2 of this Agreement, including waivers of moral rights and permission to use any third party's name, picture, likeness, voice, comments and biographical information; and
 - c) the exploitation of the Promotional Materials by ArtStarts in accordance with the license granted in Section 2 of this Agreement will not infringe the copyright, trademark rights, intellectual property rights, personality rights, or any other rights of any third person.

Booking of Events

Performances and Workshops

4. The Artist recognizes that ArtStarts does not solicit bookings on their behalf. ArtStarts serves as a liaison between the Artist and Presenter to enable equitable access for young people across BC to arts based experiences. ArtStarts books events based on requests made by the Presenter at the dates and times mutually agreed upon by the Artist and the Presenter.
5. The Artist understands that some Presenters request District Selections for distribution to schools in their region. These District Selections are intended to facilitate the booking process; they highlight a shortlist of artists selected by district representatives, as well as a complete list of available artists.
6. ArtStarts shall provide the Artist an initial summary of events requested by Presenters in a booking summary available through the new on-line artist portal, the Artist Community Login.
 - a) The Artist shall indicate any necessary changes to the on-line booking summary via email or through the Artist Community Login within 30 days following receipt. If no changes are required, the Artist shall indicate their acceptance via email or directly through the on-line community login. If ArtStarts does not receive any requests for changes or confirmation of acceptance within 30 days, the bookings will be considered canceled.
7. The Artist's acceptance of the Preliminary Booking Summary will serve as their agreement to undertake all the Events listed. ArtStarts will then issue contracts to each of the Presenters for Events booked through ArtStarts.

Classroom Residencies

The ArtStarts' Artist Directory listings for Classroom Residencies is a promotional tool and does not guarantee the Artist a residency project or [Artists in the Classroom](#) funding.

8. The Artist recognizes that ArtStarts does not solicit classroom residencies on their behalf. ArtStarts serves as a promotional platform to connect the Artist and schools to enable equitable access for young people across BC to arts based experiences.
9. In the case that the Artist secures work through the ArtStarts' Artist Directory, the Artist is an independent contractor that contracts directly with schools for the provision of services. No employment relationship is established between ArtStarts and the Artist. The Artist shall make all arrangements and cover all travel, accommodation, insurance, Workers Compensation coverage and any other costs in respect to fulfilling the obligations for each contract.
10. If ArtStarts receives feedback with concerns regarding an Artist's work and/or behavior from an educator, the Artist must agree to a meeting with the educator to discuss and attempt to resolve the concerns.
 - a) If the educator would like to formalize their complaint after the meeting, they must write an official letter of complaint directly to the Artist, and submit a copy to ArtStarts.
 - b) If an Artist receives two formal complaints from educators they have worked with on two different projects, their profile will be removed from the Directory. Their profile will remain off the Directory for one year, after which the artist can re-apply with evidence they have addressed the complaints.

Artist's Performance Obligations¹

11. ArtStarts will grant Artists access to the new Artist Community Login to set up their account, which includes the Artist's booking requests, payment summaries, synopsis of listing(s) and personal contact information. Artists will be notified of new booking requests and changes in real time, via email. It is the responsibility of the Artist or Artist Agent to check regularly and notify ArtStarts of any scheduling discrepancies.
12. The Artist is an independent contractor that contracts directly with the Presenters for the provision of services. No employment relationship is established between ArtStarts and the Artist. The Artist shall make all arrangements and cover all travel, accommodation, insurance, Workers Compensation coverage and any other costs in respect to fulfilling the performance obligations for each Contracted Event.
13. The Artist is responsible for contacting each Presenter and venue one to two weeks in advance of each Contracted Event, in order to verify the venue location, date and time, audience size and composition, and specific technical requirements and provide the Presenters with Study Guides relevant to their scheduled performance.
14. The Artist shall perform at each Contracted Event in good faith and at the date, time, and place set out in the Artist Itinerary, and shall comply with all reasonable directions, requests, rules and regulations of the Presenter, including abiding by the Presenter's policy regarding sale of recordings or other merchandise.
15. If an Artist misses a performance/workshop it is their responsibility to reschedule with the Presenter and inform ArtStarts.
16. If ArtStarts receives feedback with concerns regarding an Artist's performance and/or behavior from a Presenter, the Artist must agree to a meeting with the Booking and Touring Program Manager within 30 days of the incident to discuss and attempt to resolve concerns.

Cancellation and Rescheduling of Events²

17. Contracted Events are subject to change unless they are listed as "Teacher Approved -Booked and Ready to Invoice". Artists will not be notified if unconfirmed events are withdrawn by the Presenter. Unconfirmed bookings are not subject to the penalties listed below. An artist or Presenter wishing to cancel a confirmed contracted event, is responsible for informing ArtStarts staff.
18. Confirmed Events that are Canceled:
 - a) Artists who cancel a Contracted Event with:
 - i. less than 45 days' notice, without reasonable grounds for doing so, are subject to a penalty fee of \$45 per booking. This fee will cover the Presenter's booking fee as well as offset ArtStarts' administration costs.
 - ii. less than 7 days' notice, without reasonable grounds for doing so, are subject to a penalty fee of \$100 per booking and may be responsible to cover any additional costs

¹ Applies to artists listing Performances and Workshops only

² Applies to artists listing Performances and Workshops only

incurred by the Presenter due to the cancellation(e.g. booking school bus, printing promotional material, etc.)

- b) Presenters who cancel a Contracted Event with:
 - i. less than 45 days' notice, without reasonable grounds for doing so, are required to pay 25% of the Event Fee which will in turn be paid to the Artist.
 - ii. less than 7 days' notice without reasonable grounds for doing so, are required to pay 50% of the Event Fee which will in turn be paid to the Artist

19. Confirmed Events that are Rescheduled:

- a) Artists who request ArtStarts to reschedule five Confirmed Events or more will be subject to a rescheduling fee of 2% of the total Event Fee.
- b) Artists who reschedule a Confirmed Event with:
 - i. less than 45 days' notice may be subject to covering any additional costs incurred by the Presenter due to the rescheduling (eg. booking school bus, printing promotional material, etc.)

20. The Artist and Presenter may, by mutual agreement in writing, cancel a Contracted Event at anytime.

21. Despite any other terms of this Agreement, if any Contracted Event or part thereof is prevented or rendered impossible by reason of strike, lockouts, governmental restrictions, acts of God, non- availability of labour or materials, unavoidable casualty, civil commotion, war, fire, extreme weather conditions, power failure, or any other cause beyond the control of the parties or the Presenter and not caused by default or fact of commission or omission and not avoidable by exercise of reasonable effort or foresight, it is understood and agreed that there shall be no claim for damage by either party to this Agreement and both their obligations in relation to that Contracted Event shall be deemed to be waived.

Fees, Invoicing and Payment³

22. In this Agreement, Event Fees means the total remuneration that the Artist is entitled to for all services in relation to a Contracted Event.

23. The Artist shall confirm their Event Fees by the date specified by ArtStarts. Once confirmed, the Artist shall not increase their fees for any Event booked by ArtStarts that takes place during the year covered by the Agreement.

24. ArtStarts shall charge each Presenter a subsidized Booking Fee that will be added to the Artist's Event Fee.

25. ArtStarts has an agreement, called the District Billing Service, with specific school district Presenters to invoice and receive payment directly for all Artist's Events taking place in these districts. Participating Districts shall be invoiced for the Artist's Event Fee and ArtStarts booking fee together. ArtStarts shall then forward payment for the Artists Event Fee to the Artist on a weekly basis.

26. The Artist recognizes that ArtStarts is the intermediary for the payment of the Artist's Event Fees by Presenters using the District Billing Service. For all other Presenters, payment is made directly by the Presenter to the Artists and it is the responsibility of the Artist to collect payment.

27. Unless previous arrangements have been made between ArtStarts and the Artist, ArtStarts shall issue all invoices on behalf of the Artist to each Presenter for the Artist's Event Fees.

³ Applies to artists listing Performances and Workshops only

28. ArtStarts shall provide a Payment Summary to the Artist of all invoicing details including venue and Event Fees contracted with each Presenter, and shall indicate the Presenters participating in the District Billing Service on the Payment Summary.
29. It is the responsibility of the Artist to inform ArtStarts of their GST status. ArtStarts will collect GST on behalf of the Artist from Presenters using the District Billing Service, when applicable, and then pay it to the Artist along with the Event Fees. The Artist is responsible for remitting the GST to the Government of Canada.

Criminal Records Review

30. All members of the Artist's group who will be entering schools must ensure their compliance with the Criminal Records Review Act of the Province of British Columbia. To fulfil this [requirement](#), the Artist(s) must [complete a Criminal Record Check](#) through the British Columbia Ministry of Justice's Criminal Records Review Program and have no criminal record found for the purpose of working with children. The fee for this check is paid for by the Artist.
31. ArtStarts requires a Clearance Letter from the Criminal Record Review Program as a condition of the Artist providing services under this Agreement.

Terms and Termination

32. This Agreement shall be deemed to have come into force, and to terminate, as of the dates written on the first page of this Agreement.
33. ArtStarts may terminate and/or deny entering into this Agreement, and remove the Artists from the Directory, by written notice to the Artist, without payment of compensation or other damages caused to the Artist if:
 - a) the Artist fails to pay the annual fee;
 - b) the Artist is in conflict with ArtStarts' Anti-Oppression Guidelines as determined by ArtStarts in good faith
 - c) For Performance and Workshop Artists - the Artist is in conflict with the Canadian Code of Conduct for the Performing Arts as determined by ArtStarts in good faith
 - d) the Artists conduct themselves in a manner that is unprofessional and disrespectful when working with ArtStarts, schools, or Presenters;
 - e) the Artist does not comply with the Criminal Records requirements noted in this agreement;
 - f) the Artist fails to remedy, where it is capable of remedy, or persists in a breach of any of its obligations under this Agreement after having been required in writing to remedy or desist from such breach.
34. ArtStarts may terminate this Agreement and remove the Artist from the Directory at any time without cause upon providing the Artist with 60 days of written notice. During this notice period, the Artist will complete any Contracted Event and be compensated in accordance with this Agreement but will not be entitled to any other compensation from ArtStarts. ArtStarts may elect that the Artist does not complete any remaining Contracted Event during this notice period and instead pay the Artist the fees that would have been earned by the Artist during the period.

Indemnity

35. The Artist shall indemnify ArtStarts from and against any and all claims, demands, causes of action, costs, expenses, losses, damages, judgments and legal fees arising out of or resulting from (i) any breach by the Artist of any terms of this Agreement; (ii) a representation or warranty made by the Artist in this Agreement, or the content of any of the Promotional Materials, including but not limited to any claim that the Promotional Materials are in violation of any applicable law, infringe any third party rights or otherwise subject ArtStarts to any liability; (iii) acts done or words spoken by the Artist in connection with any Contracted Event or ArtStarts artist residency; and (iv) the failure of the Artist to present any Contracted Event, ArtStarts artist residency, or part thereof.

General

36. Any notice, waiver, consent, or other communication under this Agreement will be in writing sent by courier, mail, fax, or email to the applicable address of ArtStarts and the Artist as set out on the ASA Payment Form.

37. This Agreement and any attached documents contain all the terms and conditions agreed upon by the parties with respect to the subject matter of this Agreement, and any other previous agreements, understandings, representations or warranties, written or not, are superseded by this Agreement.

38. No waiver of any breach under this Agreement shall be effective unless in writing, and any waiver in respect to any particular breach of this Agreement shall not constitute a waiver of any similar or subsequent breach.

39. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in that Province.

40. For Performances and Workshops in the event the Artist causes any damage to a Presenter's equipment or facilities or the Artist suffers any kind of damage in the course of providing services to Presenters, the Artist acknowledges and agrees that resolution of any claims arising from such damage will be as between the Artist and the Presenter without involvement or liability on the part of ArtStarts.

ArtStarts in Schools

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