



## **Artist Service Agreement: Artists in the Classroom Directory**

Term: **Apr 24, 2020 to Apr 23, 2021**

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The Artist Services 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 indicates your full understanding and acceptance. Going forward, this Agreement will constitute the entire contract between you and ArtStarts.

### **Artists in the Classroom Directory**

The Artists in the Classroom Directory (AICD) provides a list of practicing professional artists working in a variety of disciplines who have experience working on arts-based projects with young people. The directory is located online at [artstarts.com/aicd](http://artstarts.com/aicd).

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

In the case that the Artist secures work through the Artists in the Classroom 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.

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

### **License**

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**

The Artist represents and warrants to ArtStarts that:

- the Artist has the authority to license all intellectual property rights in the Promotional Materials;
- the Artist has obtained all necessary permissions, releases, consents and waivers from third parties to allow ArtStarts to use the Promotional Materials, including waivers of moral rights and permission to use any third party's name, picture, likeness, voice, comments and biographical information; and

- the exploitation of the Promotional Materials by ArtStarts in accordance with the license granted in this Agreement will not infringe the copyright, trademark rights, intellectual property rights, personality rights, or any other rights of any third person.

### **Registration Fee**

The non-refundable annual registration fee for the 12-month term is \$50.

### **Criminal Records Review**

All members of the Artist's group who are 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.

ArtStarts requires a Clearance Letter from the Criminal Records Review Act of the Province of British Columbia as a condition of the Artist providing services under this Agreement.

### **Educator Complaints**

If ArtStarts receives feedback with concerns regarding an Artist's work and/or behavior from a educator, the Artist must agree to a meeting with the educator to discuss and attempt to resolve the concerns.

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.

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.

### **Terms and Termination**

This Agreement shall be deemed to have come into force, and to terminate, as of the term indicated on the first page of this Agreement.

ArtStarts may terminate and/or deny entering into this Agreement, and remove the Artist from the Artists in the Classroom 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. the Artist conducts themselves in a manner that is unprofessional and disrespectful when working with both ArtStarts and schools;
- d. the Artist does not comply with the Criminal Record requirements noted in this Agreement;
- e. 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.

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.

## **Indemnity**

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; and (iii) acts done or words spoken by the Artist in connection with an ArtStarts artist residency.

## **General**

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

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.

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.

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.