Arizona Commission on the Arts

Arts Learning Project Grant

SAMPLE SPONSOR and ARTIST/COMPANY CONTRACT

This agreement, is made and entered into on _____by and between
(month, day, year)

Sponsor _____ of _____
(name of organization/school) (school district, if applicable)

and_____. The project will span _____ days,
(name of artist/company) (length)

beginning on_____and concluding on_____,
(date) (date)

unless otherwise terminated, rescheduled or extended by mutual agreement of the Artist/Company and Sponsor.

The Sponsor has received a grant from the Arizona Commission on the Arts (Arts Commission), a state agency, for the sole purpose of funding an Arts Learning Project through the Arts Commission's Education program, and by so doing obtains the services of the named Artist/Company under the terms and conditions set forth in this agreement. Both the Artist/Company and the Sponsor recognize that although the funding for this agreement is provided in part by the Arts Commission, the Arts Commission is not obligated to ensure that either the Sponsor or Artist/Company comply with the terms of this agreement or adhere to the project schedule. ***The Arts Commission must be notified of any and all changes in an Arts Learning Project by phone and in writing.***

The Sponsor and Artist/Company agree to the following:

Project Payment

The Arizona Commission on the Arts grant funds will be mailed to the Sponsor upon receipt of the required paperwork. The Sponsor will pay the combined Arts Commission honorarium, per diem funds, and Sponsor funds directly to the Artist/Company for project services.

Budget for Project:

$ _____ Sponsor Matching Funds
$ _____ Arts Commission Grant Funds (add Per Diem if awarded*)
$ _____ = Total to be paid to Artist/Company

Breakdown of Arts Commission Funds	
Artist Fees	_____
Travel/Per Diem	_____
TOTAL	_____

*If your total Arts Commission grant award included per diem for your artist, please calculate the following information:

For per diem over 70 miles round trip: Number of days _____ x $60.00 = _____

Payment Schedule and Dates

The Artist/Company will be paid in the amount(s) and on the indicated dates in a responsible manner. If payment amount(s) or dates need to be changed, Sponsor will contact Artist/Company in advance to negotiate a new payment schedule that is acceptable to both parties.

Date of first payment to Artist/Company: _____ amount $ _____
Date of second payment to Artist/Company (if applicable) _____ amount $ _____
Total Paid to Artist/Company **$_____**
(Verify first with fiscal officer, business manager, PTO Treasurer, etc)

Schedule

Sponsor and Artist/Company will create a calendar detailing the Artist/Company schedule and sessions throughout the project.

Total number of class or workshop sessions _____ Total number of staff development sessions _____
Total number of performance(s) _____ Other_____ _____

Certified Teacher Participation

Sponsor will ensure that certified teachers participate with the Artist/Company during all class times.

Supplies/Materials

Sponsor will be responsible for rental, cost, and storage of supplies/materials, as mutually agreed on for activities.

Sponsor Policies

Sponsor will discuss the policies for discipline, health, safety and any other policies unique to the site with the Artist/Company.

Liability

Sponsor will provide insurance coverage to protect the Artist/Company from liability which may result from the operation of this program and Artist/Company's activity undertaken pursuant to this agreement, as provided for all employees. The sponsor agrees to take responsibility for any liability resulting from the acts and omissions of its officers, agents and employees acting within the scope and course of their official duties.

Tax Information

Sponsor will provide the Artist/Company, at calendar year end, I.R.S. Form 1099-Misc. (Non-Employee Compensation) listing total amount paid in that calendar year. Artist/Company will be responsible for taxes. Travel/per diem expenses need to be "backed out" if the amount includes those expenses, in addition to income for services.

Resolution of Disputes

Sponsor or Artist/Company will inform the Arts Commission immediately, if for any reason this agreement's terms and services need to be changed and detail the nature of the change. Artist/Company and Sponsor agree to commit to resolve the concern themselves and/or agree to participate in a mediation process to resolve the concern equitably. If the contract is terminated, Artist/Company will submit an invoice of the services and amounts owed and payable to Artist/Company by Sponsor prior to the termination date.

Copyright Use of Individual's Likeness or Voice in an Artistic Work

Sponsor acknowledges that any physical work product generated by the Artist/Company and sound or visual recordings of Artist/Company's presentations during the course of the project, are the sole and exclusive property of the Artist/Company. The Sponsor waives any and all claim of whatever kind and character including any claim of patent, copyright, or other legal interest in and to such property that is designated as the Artist/Company's own work. Further, the Sponsor agrees that if the likeness of any individual's person or voice is to be a part of any artistic production developed in conjunction with this project, both the Artist/Company and Sponsor will ensure that the individual has signed a release authorizing use of his/her likeness or voice, and both parties hereby agree to provide the Arizona Commission on the Arts with a copy of the release authorization if requested.

Governance

Sponsor and Artist/Company agree that this agreement shall be governed by and interpreted in accordance with the laws of the State of AZ.

Indemnification

Both parties hereby agree to indemnify and hold the Arts Commission harmless for, from and against any and all claims, demands, suits, liabilities, judgments and expenses (including, without limitation, attorneys' fees and other costs of litigation) arising out of, or relating to injury, disease, death of persons, or damage to, or loss of, property resulting from or in connection with the parties' fulfilling their respective obligations under this agreement.

Credit

Sponsor and/or Artist/Company will credit the Arizona Commission on the Arts, State Legislature, and National Endowment for the Arts in association with all project activities and will acknowledge support of this project in written and verbal material.

Sponsor:	**Artist/Company:**
_____	_____
Signature of Authorizing Official	Signature of Artist/Company
_____	_____
Name of Authorizing Official (print)	Name of Artist/Company (print)
_____	_____
Title of Authorizing Official	Social Security/Federal Tax ID Number
_____	_____
Date	Date
_____	_____
Phone/Fax/E-Mail	Phone/Fax/E-Mail