

# BASWA TOTEM PROJECT 2009

## Artist Contract

1. **ENGAGEMENT:** The Business Association of the South Wedge Area- hereafter referred to as BASWA –in conjunction with the South Wedge Planning Committee –hereafter referred to as SWPC - engages THE ARTIST as an Independent Contractor and THE ARTIST agrees to create & install a sculpture at the DATE, TIME, and PLACE of Installation specified for the Compensation specified.
2. **TIME AND MANNER OF PAYMENT:** BASWA agrees to pay THE ARTIST upon the completion of sculpture installation, on the date of installation.
3. **INSTALLATION PLAN:** THE ARTIST will furnish or cause to be furnished to BASWA, by June 1<sup>st</sup>, the completed Final Submission & Installation Form, a detailed installation plan and schedule for installation that includes materials and tools necessary. Installation must be completed by June 17<sup>th</sup>, 2009. Artist is to cover the totem after installation with a non-transparent tarp that is firmly affixed with duct tape to conceal Totem until Unveiling Ceremony to be held June 18<sup>th</sup>, 2009.
4. **REMOVAL:** At any such time as BASWA, SWPC, or The City of Rochester deems the sculpture damaged to the point of becoming unsightly or a public hazard, THE ARTIST will be notified that the sculpture will require immediate repair or removal. Cost of repair will be submitted to BASWA for consideration and BASWA will notify artist of decision to repair or request removal of sculpture.
5. **PUBLICITY:** Upon request, THE ARTIST will furnish BASWA any requested publicity materials (if available), including, but not limited to: digital images on CD, 8x10 glossy photos, biographies, production or artist history, etc., which BASWA deems necessary or desirable. BASWA agrees to promote the Totem Project using any such materials as may be appropriate for publicity, marketing & future funding initiatives. The installed sculpture is ceded to BASWA but THE ARTIST retains all reproduction rights to their work.
6. **IMPOSSIBILITY OF INSTALLATION:** BASWA shall be under no liability for payment to THE ARTIST in the event that THE ARTIST fails to install their sculpture. BASWA shall also be under no liability for payment to THE ARTIST in the event that installation is cancelled due to acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, or any other similar or dissimilar cause beyond the control of BASWA. Any deposits made to THE ARTIST shall be promptly returned to BASWA.
7. **NOTICE:** All notices to be given and communications to be addressed to BASWA hereunder and in connection herewith shall be given in writing addressed to: BASWA, P.O. Box 18576, Rochester, NY 14618.
8. **DOCUMENTATION RELEASE:** THE ARTIST gives BASWA rights and permissions to reproduce, edit, transcribe, distribute and otherwise use recordings and/or photographs made by or at the request of BASWA for this installation for educational purposes in any media; to deposit these materials in publicly accessible archives where they can be examined by scholars or other qualified users. It is understood that THE ARTIST retains

the rights to any profit making endeavors that uses these materials throughout THE ARTIST's lifespan.

- 9. **THIS AGREEMENT** shall not be binding on BASWA until executed and dated by an authorized representative of BASWA. This agreement represents the full understanding between the parties and neither BASWA nor THE ARTIST shall be bound by any terms or undertakings other than those contained herein. This agreement may not be assigned by THE ARTIST, but shall be binding on THE ARTIST's personal representative and successors.

**AGREEMENT**  
**BETWEEN THE BASWA, SWPC, AND THE ARTIST**

**Name of THE ARTIST:**

**Location of Installation:**

(Address)

(City)

(State)

(Zip)

**Date(s) and Time(s) of Installation:**

**Compensation:**

Compensation shall be payable to \_\_\_\_\_ and such check or draft is to be delivered to THE ARTIST unless BASWA is otherwise directed in writing by THE ARTIST's personal representative or successor.

**ALL OF THE TERMS SET FORTH ON THE REVERSE SIDE OF THIS PAGE ARE HEREBY INCORPORATED IN THIS AGREEMENT WITH THE SAME FORCE AND EFFECT AS THOUGH ON THIS PAGE.**

**FOR: ARTIST**

**FOR: BASWA/SWPC**

\_\_\_\_\_

(THE ARTIST)

\_\_\_\_\_

(Christina Jones, President, BASWA)

\_\_\_\_\_

(Social Security#/Federal Employer Id#)

\_\_\_\_\_

(Robert Boyd, Executive Director SWPC)

\_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

(Date)