

stARTSomething ARTS IN EDUCATION

# Artist Residency: Agreement

This agreement, made on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (herein referred to as "HOST"), \_\_\_\_\_ (herein referred to as "ARTIST") and stARTSomething. Whereas, it is the desire and intent of the HOST to receive a grant from the stARTSomething for the sole purpose of conducting an artist residency, and by so doing to obtain the services of the aforementioned ARTIST under the terms and conditions hereinafter set forth and Whereas, it is the desire and intent of the ARTIST to perform the services as an Artist in Residence and Independent Contractor under the terms and conditions hereinafter set forth. The parties to this Agreement agree that the ARTIST is not an agent or employee of stARTSomething. The ARTIST further acknowledges that it is understood that stARTSomething will not withhold from payments made to the ARTIST any FICA, taxes, either Federal or State imposed. The ARTIST further acknowledges that stARTSomething will not provide workers compensation insurance or unemployment insurance relative to the services retained through this Agreement.

1. The HOST agrees to pay at least *one half* of the total ARTIST fee for the residency (minimum Artist fee = \$175 per day). Amount Due/Host \$\_\_\_\_\_.

***Make checks payable to: Cultural Alliance of York County, 14 West Market Street, York, PA 17401. stARTSomething will invoice the Host at the beginning of the residency and request payment within two weeks of receipt.***

2. The HOST agrees to provide the necessary materials and supplies required for the residency at an approximate cost of \$\_\_\_\_\_ payable directly to the ARTIST as agreed upon between HOST and ARTIST.

3. The HOST agrees to provide the ARTIST with adequate studio or workspace for the duration of the residency, if requested.

4. The stARTSomething agrees to up to *one half* of the total ARTIST fee for the residency (minimum ARTIST fee = \$175 per day). Amount Due/stARTSomething \$\_\_\_\_\_

5. The ARTIST agrees to the following terms:                      a) number of days \_\_\_\_\_  
b) discipline \_\_\_\_\_    c) daily ARTIST fee \_\_\_\_\_  
d) beginning date \_\_\_\_\_    e) end date \_\_\_\_\_

unless otherwise terminated, rescheduled, or extended by mutual agreement of the HOST and the ARTIST. If such changes are made, the HOST agrees to notify stARTSomething of such change in writing.

6. A residency schedule will be agreed upon by the HOST and the ARTIST and will be attached to this agreement or submitted to stARTSomething two (2) weeks prior to the beginning of the residency. **It is understood that the residency may not commence prior to the receipt of the signed Artist Residency Agreement and residency schedule by stARTSomething.**

7. The HOST agrees that a certified teacher, site coordinator or other employee will accompany the ARTIST during school hours when the ARTIST is in residence.

8. The ARTIST and HOST will agree that the following funds will be paid to the ARTIST by the HOST for travel and/or per diem expenses, including lodging.

Nature of payment	amount	expected payment date
_____	_____	_____
_____	_____	_____

9. The HOST acknowledges that any physical work generated solely by the ARTIST during the course of the program shall be the sole and exclusive property of the ARTIST and thus hereby waives claim to patent, copyright, and other legal interest in such property.

10. In the event that the residency site is damaged, destroyed, or rendered unfit for the activities of the residency due to fire, strike, or act of nature, national emergency or other unforeseen event of any kind, this residency shall be either terminated or rescheduled upon mutual agreement of the HOST and ARTIST. Should the ARTIST become unable to provide the contracted services due to severe illness or other debilitating circumstances, the agreement will be subject to review by the HOST and may be rescheduled or terminated. The HOST and stARTSomething will be responsible for payment to the ARTIST to the extent services were provided.

11. The HOST agrees to provide the following personnel to assist the ARTIST during the planning and implementation of the residency:

**A. Site Coordinator** *(arrange & supervise the residency)*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Signature/Date: \_\_\_\_\_

**B. Artist**

Name: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, zip: \_\_\_\_\_  
 Signature/Date: \_\_\_\_\_

**C. Host/Administrator**

Name: \_\_\_\_\_  
 \_\_\_\_\_  
 (Title of Authorized Signer)  
 Phone: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 City, State, zip: \_\_\_\_\_  
 Signature/Date: \_\_\_\_\_

**D. stARTSomething**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature/Date: \_\_\_\_\_

**Please sign in BLUE ink and return the Artist Residency Agreement to stARTSomething, 14 West Market Street, York, PA 17401. A copy, signed by all parties, will be sent to both the HOST and the ARTIST.**