

Artist Agreement

Client supports artists. We [describe mission]. We also provide artists with platforms, such as leading workshops or participating in community programs, for sharing their work, inspirations, approach, and methods. Client wishes to invite the individual named below (“Artist” or “you”) to teach a workshop (“Workshop”) on the basis set out in this Artist Agreement (“Agreement”).

Contacts	Artist: Name: Email: Phone:	Client: Name: Email: Phone:	
Workshop	Title:		
	Description:		
When	Date(s):	Start time:	End time:
Where	<input type="checkbox"/> in-person only at: [location] <input type="checkbox"/> in-person [at location] + simulcast or recorded and later streamed <input type="checkbox"/> digital only Additional terms regarding digital presentations, if any, are set out in Exhibit A .		
Materials and Equipment	Materials:	Equipment:	
Promotion	Artist:	Client:	
Honorarium	Client will pay Artist an honorarium of \$_____. Artist will invoice Client no later than 3 days after the Workshop.		
Expenses	Artist will be responsible for Artist’s own expenses unless otherwise provided in this Agreement.		

This Agreement, which consists of this form (called “Plan”) and the attached terms and conditions, creates a legal contract between [Client name] (“Client”, “we”, or “us”) and Artist. By signing below, Artist and Client each confirm that it agrees to the terms of this Agreement.

[Client]

[insert Artist’s name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

if applicable

Date: _____

Date: _____

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Terms and Conditions

1. Instruction and Materials

1.1 Workshop Instruction

You'll teach the Workshop on the day and time set out in the Plan.

1.2 Lesson Plan

You're in charge of developing the goals, lesson plan, teaching methods, and activities for the Workshop.

1.3 Curriculum

You'll own all copyright and other intellectual property rights in the Workshop lesson plan and any teaching materials.

1.4 Workshop Content

You'll ensure that Workshop activities are safe, accessible, age-appropriate, and, as applicable, workable for digitally-presented workshops. You are free to consult with us regarding lesson safety, appropriateness, or accessibility.

1.5 Materials

The Plan sets out the materials you've said that Workshop participants will need. Client may provide the materials directly or give participants a list so they can purchase them on their own.

1.6 Equipment

The Plan sets out the equipment you've said that Workshop participants will need. Client may make this equipment available to in-person Workshop participants.

1.7 Space Set-Up

If the Workshop takes place at Client, we'll work with you to set up the space to meet your needs.

2. Workshop Delivery

2.1 Arrival

You'll arrive on time to the Workshop and be ready to teach. You'll notify Client as promptly as possible if you become ill, have a family issue or are otherwise unable to appear, or if you expect to arrive late.

2.2 Workshop Supervision

You'll be present and supervise participants throughout the entire Workshop.

2.3 Interactions

Client is committed to providing you, Workshop participants, Client visitors, and our staff with a safe and welcoming environment free of harassment, discrimination, and threatening behavior. To that end, we expect you to:

- be respectful in all interactions with Workshop participants and others at Client

- not interact with youth who may be participating in the Workshop unless others are present, or communicate with such youth except in the course of a Workshop
- tell us if you are feeling unsafe or unwelcome in any way

Any conduct by you in violation of this Section 2.3 may result in termination of this Agreement, and any such conduct by a participant may result in their dismissal from the Workshop.

2.4 Client Presence

We will have a Client staff member or volunteer attend or view the Workshop.

2.5 Workshop Evaluations

We may ask Workshop participants to complete evaluations of the Workshop. We'll share those evaluations with you at your request.

3. Outreach and Promotion

3.1 Promotion Responsibilities

You and Client will jointly promote the Workshop as provided in the Plan.

3.2 Use of Artist Name and Image

You'll provide us with a current biography and head shot. We can use your name, likeness, image, voice, and biography in our promotional and archival materials relating to the Workshop, and we can link to your website on our site and in other digital vehicles. We have full discretion regarding the nature and amount of Workshop promotion.

3.3 Film and Photography

We can film, tape, photograph, or otherwise record the Workshop (collectively, "recordings"). We can use them on this basis:

- We can use stills and brief clips from such recordings in any media (including social media, website, and print) for archival, educational, promotional, fundraising, and other purposes as we determine.
- We cannot present or stream a recording of the entire Workshop except as provided in the Plan.
- You consent to our so reproducing and displaying images and clips from the recordings, including any images of your work that may appear in a recording.
- We will identify you and attribute your work in our uses of the recordings.

For clarity, we'll own the recordings, and we can use them without review by or separate payment to you.

3.4 Relationship Identification

You're welcome to describe your participation in the Workshop in your portfolio, CV, and other professional materials. We ask you not to use not use Client's logo or trademarks without first getting our approval.

4. Rescheduling and Cancellation

4.1 Rescheduling

If either you or Client needs to reschedule, the rescheduling party will promptly contact the other party and try to find another date. If that's not possible, then we'll cancel the Workshop.

4.2 Cancellation

Client may cancel the Workshop at any time and for any reason, including, without limitation, low sign-ups or safety concerns, with no obligation to pay you the honorarium or other amounts. We will give you as much notice of a cancellation as we can.

5. Legal Matters

5.1 Your Control

You'll have full control, discretion, and responsibility for how you plan, prepare for, and carry out the Workshop. You'll provide your own materials and equipment for your work.

5.2 Not Exclusive

This is not an exclusive arrangement. You're free to lead workshops with other organizations (including workshops comparable to the Workshop) and to share your work through other channels. This is a single engagement event; we're not obligated to invite you back, and we're free to work with other artists and arts educators.

5.3 No Employment or Partnership Relationship

Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between you and us for any purpose.

5.4 No Entitlement to Employee Benefits

You won't be entitled to or eligible for any insurance or other benefits that we make available to our employees.

5.5 Licenses and Taxes

You commit to obtaining whatever business licenses you may need, and you'll have responsibility for all tax returns, payments, and

unemployment and other contributions that may be required in connection with your activities under this Agreement.

5.6 No Infringement

You commit to ensuring that your activities at the Workshop (including the curriculum, methods and any images, videos, or other material you may display) will not infringe or violate any rights of any third party, including any copyrights, rights of publicity, trademark, or other common law or statutory intellectual property rights.

6. Liability

6.1 Insurance

Our property, casualty, liability, health, workers' compensation, and other insurance do not cover you, your property, or your activities. You are responsible for your own insurance coverages.

6.2 Indemnification

You will be responsible for and defend, indemnify, and hold harmless Client and its directors, officers, employees, and volunteers against any claims arising from your delivery of the Workshop including, without limitation (a) claims arising from a Workshop participant's or other person's interactions with you or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property or contract rights.

6.3 Unexpected Events

Neither you nor us will be liable to the other for any failure or delay in performance due to any natural disaster, government action, health threat, civil unrest, or other similar event beyond the party's reasonable control. Should such an event occur, the affected party will give prompt notice to the other party. We'll stay in close communication during the pendency of the event including exploring alternatives such as a digital presentation or rescheduling your appearance.

7. General Provisions

This Agreement represents the final and exclusive agreement between you and us regarding its subject matter. It may be changed only as described in a written document signed by you and us that specifically says that it is changing this Agreement. This Agreement is intended to obtain your personal services; as such, you may not transfer your rights or duties without first obtaining our prior approval. Except as provided in Section 6.2, this Agreement is for the exclusive benefit of Client and you, and not for the benefit of any third party. This Agreement will be governed by California law.

* * * * *

Exhibit A Digital Presentation

A-1. Digital Presentations

Client may make a recording of the Workshop available on its website as follows:

- Simulcast**
Client will simulcast the Workshop live on its website.
- Broadcast of recording**
Client will broadcast a recording of the Workshop on its website on the days and at the times set out below.

Broadcast date(s): _____

Broadcast time(s): _____

- On-Demand**
Client will make a recording of the Workshop available on its website on an on-demand basis during the period specified below

On-Demand Access period: _____

For purposes of this Agreement, "Digital Presentation" means any broadcast, simulcast, or on-demand access period.

[A-2. Recording Expenses

For recordings made at Client or locations other than Artist's business location, Client will supply the video equipment, pay for video production, and provide creative direction, including camera angles and camera direction.]

A-3. Client Welcome

Client may incorporate additional content into a Digital Presentation. Such additional content may include, without limitation, a video introduction and audio overdub by Client that welcomes viewers and provides information about Client.

[A-4. Metrics

Client will provide you with information regarding the viewer numbers, locations, and duration of viewership.]

A-5. Licenses

You grant to Client a worldwide, perpetual, assignable, royalty-free, right and license, with right of sublicense as necessary to (a) make Digital Presentations and otherwise carry out its activities

under this Agreement; (b) compress digital files or otherwise take steps optimized for streaming in connection with Digital Presentations; and (c) store digital files on one or more servers in order to deliver streams and to carry out routine archival activities.

A-6. Permission to Viewers

You grant to each authorized audience member a worldwide, personal, royalty-free, and non-exclusive license to stream, access, and view the recording.

A-7. Ownership

You'll retain full ownership of the Workshop curriculum and methods as provided in Section 1.3 of the Agreement. Client will own all right, title, and interest, including any copyright, in and to the recording.

A-8. Artist Use of Recording

If you wish to distribute, broadcast, or otherwise share the recording, or to excerpt a portion of the recording for use in a pitch, funding proposal, or similar purpose, you will so advise Client and the parties will determine the permitted use. You will credit Client when sharing the recording if we so request.

[A-9. Digital Presentation Concerns and Delays

Client reserves the right to delay or not make a Digital Presentation if Client reasonably believes that a Digital Presentation may expose Client to potential liability. Client will notify you of such a decision. We will work with you to try to address the concern.]

[A-10. No Representations

You acknowledge that Client is not making any representations, warranties, promises, or guarantees of any kind that Digital Presentations will be uninterrupted or error-free, accessible from all devices and browsers, or available or permitted in every country. You acknowledge that: (a) the quality of any Digital Presentation may vary depending on the viewer's internet connection and device; and (b) Client will not be responsible for any audience member's inability to access a Digital Presentation due to unstable internet connections or other technical issues relating to such audience member.]
