

# CONTRACT FOR SERVICES BY A PROFESSIONAL ARTIST FOR AN EXHIBITION

ENTERED INTO BETWEEN

LEGAL NAME			
CONTACT INFORMATION	ADDRESS		
	CITY	PROVINCE	POSTAL CODE
	TELEPHONE	EMAIL	

Represented for the purpose of the present contract by \_\_\_\_\_, duly authorized,

**hereinafter the MUSEUM**

**AND**

NAME			
CONTACT INFORMATION	ADDRESS		
	CITY	PROVINCE	POSTAL CODE
	TELEPHONE	EMAIL	
TAX NUMBERS	GST	QST	

If applicable, doing business under the company name \_\_\_\_\_

**hereinafter the ARTIST**

WHEREAS THE ARTIST, in his or her quality as a creator, is an artist in the sense of the *Act Respecting the Professional Status of Artists in the Visual Arts, Arts and Crafts and Literature, and Their Contracts with Promoters* and creator of an artistic work in the sense of the *Copyright Act*;

WHEREAS THE MUSEUM is a promoter in the sense of the *Act Respecting the Professional Status of Artists in the Visual Arts, Arts and Crafts and Literature, and Their Contracts with Promoters*;

WHEREAS the parties have agreed to present, in an exhibition, one or more WORKS by the ARTIST, in compliance with an exhibition contract in good and due form;

WHEREAS THE MUSEUM wishes to retain the professional services of the ARTIST in the context of this exhibition;

WHEREAS the preamble is an integral part of the present contract;

THE ARTIST AND THE MUSEUM AGREE ON THE FOLLOWING:

## 1. DECLARATIONS AND QUALITY OF THE CONTRACTUAL RELATIONSHIP

1.1 The ARTIST declares that:

- He or she is able to conclude the present contract and there is no obstacle to its execution.
- He or she possesses the expertise, skills, and resources necessary to execute the tasks set out in Annex A.

1.2 The MUSEUM declares that:

- The representative designated in the preamble is authorized to sign the present contract.
- A copyright licence has been signed with:

1.3 The MUSEUM and the ARTIST agree to conclude the present contract due to the personal experience of the ARTIST, who is able to support the MUSEUM in the production of an exhibition of one or more of the ARTIST's works.

## 2. OBJECT AND NATURE OF THE CONTRACT

The MUSEUM retains the services of the ARTIST, on a non-exclusive basis, to execute the tasks set out in Annex A, in compliance with the specifications set out in that annex and subject to the conditions provided in the present contract.

## 3. PROFESSIONAL FEES AND COSTS

3.1 In compensation for the tasks set out in Annex A, the MUSEUM will pay the ARTIST the following fee: \$ \_\_\_\_\_.

3.2 The MUSEUM agrees to reimburse to the ARTIST the travel and lodging costs incurred by the ARTIST in the course of executing the tasks set out in the present contract, in compliance:

with the MUSEUM's policies and subject to prior approval.

with the following scale:

3.3 The sums provided in clauses 3.1 and 3.2 are paid to the ARTIST according to the following schedule:

Date of payment	Amount
	\$
	\$
	\$
	\$
	\$
	\$

## 4. CONDITIONS RELATED TO SERVICE PROVISION

4.1 The ARTIST acknowledges that all information disclosed by the MUSEUM in the context of the present contract remains confidential unless it is necessary to disclose information to a third party in order to execute the tasks provided in Annex A or unless disclosure of the information is authorized by the MUSEUM.

4.2 The ARTIST undertakes not to place himself or herself in a situation of conflict of interest.

## 5. GENERAL CONTRACTUAL CONDITIONS

5.1 The contract constitutes the totality of the agreement entered into between the parties involving the ARTIST's professional services. It replaces any previous agreement covering the same object.

5.2 The contract is formed when the parties have signed it.

5.3 Two copies of the contract are produced. The ARTIST is held to execute his or her obligations only from the moment when he or she is in possession of a copy of the contract.

## 6. RULES OF INTERPRETATION

6.1 The parties acknowledge, but are not limited to, the following interpretation rules.

6.2 Unless the context dictates otherwise, the singular includes the plural and vice versa.

6.3 The contract is governed by and interpreted according to the statutes in force in the province of Québec.

6.4 The rules and the different clauses of the agreement are interpreted in light of each other in such a way as to give them their full scope.

6.5 If one provision of the present contract is invalidated due to a statute or a regulation of public order, this does not invalidate the other articles in the contract.

6.6 The fact that one of the parties has not insisted on full execution of one or another obligation or has not exercised a right that it can exercise must not be considered a renunciation to this right or to the full execution of this obligation in the future.

6.7 Nothing in the present contract must be interpreted in such a way as to change the parties' status or to constitute a general partnership, a joint venture, or a common undertaking.

6.8 The annexes are an integral part of the present contract.

## 7. TERMINATION

The present contract is terminated:

- Upon request of the MUSEUM, for serious cause, upon receipt by the ARTIST of a notification to this effect. The MUSEUM assumes the costs incurred by the ARTIST before the date of receipt of the notification as well as remuneration proportional to that provided in clause 3.
- Upon request of the ARTIST, for serious cause, upon receipt by the MUSEUM of notification to this effect mentioning the causes for the termination. The ARTIST must return the advances that he or she received in excess to the amounts earned.
- When the obligations that are the object of the present contract cannot be executed due to force majeure.
- When an event, provided for in a legislative provision of public order providing for termination of the contract, occurs.

## 8. DESIGNATION OF DOMICILE

The parties designate their domicile in the judicial district of:

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## 9. DISPUTE RESOLUTION

9.1 The parties undertake to make every possible reasonable effort to try to resolve any dispute regarding the present contract or resulting from its interpretation or application through mediation in compliance with the procedure provided in sections 1 and 7 in Book VII of the Québec Code of Civil Procedure, as specified in the *Act to Establish the New Code of Civil Procedure (Bill no. 28)*.

9.2 If the parties have not come to agreement within sixty (60) days following the appointment of the mediator, one of the parties may, as applicable, take recourse to the courts of common law. They thus expressly renounce application of section 37 of the *Act Respecting the Professional Status of Artists in the Visual Arts, Arts and Crafts and Literature, and Their Contracts with Promoters*.

## 10. NOTIFICATIONS

The notifications required under the present contract are sent, by registered mail, to the respective addresses given in the preamble.

Signed in two copies, in \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
Representative of the MUSEUM

Signed in two copies, in \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
ARTIST

# ANNEX A

## TASKS RELATED TO THE EXHIBITION PROJECT

### 1. MUSEUM REPRESENTATIVE RESPONSIBLE FOR THE PROJECT:

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### 2. TASKS THAT THE ARTIST AGREES TO PERFORM

- Participate in the selection of works
- Participate in the design of the exhibition project
- Participate in working meetings, telephone discussions
- See to correspondence and all necessary follow-up
- Prepare the works for the exhibition
- Ensure that the works are packed and unpacked
- Organize transportation of the works
- Participate in the hanging or installation of works in the space
- Participate in the dismantling of the exhibition
- Participate in the writing or editing of texts
- Participate in promotional activities for the exhibition
- Participate in mediation or educational activities
- Other (or details concerning the tasks):