



## Artist Residency Agreement

Date: \_\_\_\_\_

School: \_\_\_\_\_

Address: \_\_\_\_\_

Principal: \_\_\_\_\_

Email: \_\_\_\_\_

ASDF Contact: Vicki Newhard, ASDF Administrator

Email: [newhardv@allentownsd.org](mailto:newhardv@allentownsd.org) Phone: 484-765-4121

### Project Description

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### Artists

|          |           |
|----------|-----------|
| Artist:  | Art Form: |
| Address: |           |
| Phone:   | Email:    |

|          |           |
|----------|-----------|
| Artist:  | Art Form: |
| Address: |           |
| Phone:   | Email:    |

### Period

|                              |
|------------------------------|
| Beginning Date of Residency: |
| Ending Date of Residency:    |

### Schedule

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|--|
| Session Dates:                                       |
| Schedule Time for Sessions:                          |
| Field Trip Dates:      Day                      Time |
| Trip 1   |
| Trip 2   |
| Trip 3   |

## Artist Stipend

|   |
|---|
| (__ planning days - half day) x TBD/day = |
| (__ half days in residence) x TBD/day =   |
| (__ full days in residency) x TBD/day =   |
| <b>TOTAL =</b>                            |

## Agreement

This agreement, made and entered on (month, day, year) by and between Allentown School District Foundation (herein referred to as "ASDF") and \_\_\_\_\_ (herein referred to as "Artist").

1. Engagement: ASDF agrees to engage the Artist and the Artist agrees to conduct a \_\_ session \_\_\_\_\_ residency (the "services") at \_\_\_\_\_ School (the "residency site") which will begin in \_\_\_\_\_ and end in \_\_\_\_\_ unless otherwise terminated or extended by mutual agreement of ASDF and the Artist. The Artist acknowledges and agrees that this Agreement shall not be construed to establish any employment relationship, s/he is not any employee of ASDF, and s/he is not entitled to any employment-related compensation or benefits. Likewise, the Artist acknowledges and agrees that s/he is not eligible for coverage for workers' compensation benefits pursuant to any insurance, plan or program of or related to ASDF.
2. Stipend Payment: ASDF agrees to pay the Artist up to a total of \$ \_\_\_\_\_ in two payments, one payment of \$ \_\_\_\_\_ at the beginning of the residency and the second payment of \$ \_\_\_\_\_ at project completion. Only fees for full and half days in residency will be paid. ASDF has no obligation to pay for days or half days for which services are not performed for any reason.
3. Space: ASDF agrees to work with residency site administrators to ensure that space is available for the Artist to perform services. ASDF makes no promises or representations with respect to the safety or conditions of and assumes no responsibility as to the residency site or work space.
4. Onsite Support: ASDF will make certain that a certified teacher, school employee, or program partner representative accompanies the Artist or is available at all times during the residency day.
5. Onsite Catastrophe: In the event that the residency site is damaged, destroyed or rendered unfit for the activities of the residency due to fire, strike, act of God, national emergency or other unforeseen event of any kind, this residency may be either terminated or rescheduled upon the mutual agreement of ASDF and the Artist. Should the Artist become unable to provide the services due to severe illness or other debilitating circumstances, the agreement will be subject to review by ASDF and may be terminated without further payment to the Artist for the remainder of the term if it cannot be rescheduled at a future date acceptable to ASDF and the Artist.
6. Contact: ASDF agrees to provide or make available the following personnel to assist the Artist during the planning and implementation of the residency:

Name: Vicki Newhard, ASD Foundation Administrator  
Phone: 484-765-4121

7. Release Forms: The Artist agrees to distribute and collect Evaluation of Residency forms and Art Release forms to students before the residency ends. Evaluation and release forms must be received by ASDF from the Artist prior to the last residency day. Please note: Failure to complete both forms may compromise future grant funding.
8. Exhibition: The Artist may assist with selection of work for a public exhibition in each school (to be coordinated by the ASD principal or ASDF program manager) as requested.
9. Safety Compliance: The residency and services may potentially involve risks and responsibilities for the Artist, such as the potential for personal injury and/or damage to personal property. The Artist is encouraged to inquire in advance concerning the nature, details, and potential risks of the residency, services and residency site. As a condition of participating in the residency, the Artist shall comply with all instructions and safety precautions communicated by residency site owners and managers. It is recommended that the Artist obtain appropriate insurance from qualified sources to cover medical expenses and other costs that could result from injuries to the Artist, and damage to or destruction of property belonging to the Artist, which may arise out of or in connection with the Artist's participation in this residency program.
10. Liability: The Artist releases and holds harmless ASDF and its board members, employees and agents from any and all liability, claims, causes or action, damages and demand of any kind whatsoever that may be brought by the Artist or on the Artist's behalf for any and all damages, including personal injury to the Artist, arising out of or in connection with this residency program and associated activities to the maximum extent permitted by law. The Artist understands the risks and dangers of the Artist's participation in the residency program and associated activities, and assumes the risk or any and all damages, including personal injury, which the Artist may incur as a result of such participation, including but not limited to those sustained traveling to or from residency sites.

**For ASDF**

|                  |           |      |
|------------------|-----------|------|
| Print Name/Title | Signature | Date |
|------------------|-----------|------|

**Artist(s)**

|            |           |      |
|------------|-----------|------|
| Print Name | Signature | Date |
| Print Name | Signature | Date |

Updated: August 23, 2016