

Page 2 – 2009-2010 Artist Performance Contract

- h. The Artist will provide his/her own transportation and make arrangements for his/her own accommodations as necessary. Any and all travel and accommodation expenses will be assumed by the Artist.
- i. The Artist will incur no expenses against the School without approval from the School principal. Expenses incurred without School approval will be assumed by the Artist.
- j. **A School employee will be in the classroom or other space where students are located at all times that the Artist(s) is present.**
- k. Where the Artist has failed to conduct a performance because of personal illness, transportation difficulties or any other reason resulting in any way from any act, omission, or negligence on the part of the Artist, not including “Acts of God,” the Artist will conduct the performance at a later date in the school year in which the performance was originally scheduled (the “Current School Year”) mutually agreed upon by the Artist, the School and United Arts and at the originally agreed upon fee.

In the case of bad weather, fire, power failure, or other “Acts of God” which may prevent the continuation or completion of the proposed performance, the Artist will be fully compensated for performance services at the originally agreed upon fee, provided the Artist, School and United Arts agree on alternate date(s) in the Current School Year for the Artist to complete the performance and the performance is completed on such date(s).

Where the Artist cannot reasonably conduct or complete the performance because of acts, omissions, or negligence on the part of the School (including, without limitation, where the School initiates or is responsible for the cancellation of the original date of the program), the Artist will reschedule the performance at a time in the Current School Year mutually agreed upon by the Artist, the School and United Arts. The Artist will be fully compensated for performance services at the originally agreed upon fee, provided the performance is completed on such date(s). If the performance cannot be rescheduled in the Current School Year due to the School’s unwillingness to provide or agree to an alternate date, as determined by United Arts, the School shall forfeit its deposit with United Arts, which amount shall be paid to the Artist.

If an agreement cannot be reached for alternate dates, United Arts, in its sole discretion, has the option of compensating the Artist only for those completed activities (as reported by the School) of the performance.

- l. The Artist, as an individual contracting independently, will not hold United Arts or the School responsible for any Federal withholding taxes, social security taxes or benefits, unemployment insurance coverage, worker’s compensation insurance, disability insurance, liability insurance, or any other insurance benefits. North Carolina withholding taxes will be withheld in accordance with North Carolina State law. As an independent contractor, the Artist is responsible for protecting him/herself and agrees to assume the responsibility entirely. The Artist further agrees to indemnify and hold United Arts and its employees harmless against all claims, losses, expenses (including reasonable attorney’s fees), and injuries to persons or property resulting in any way from any act, omission or negligence on the part of the Artist in the performance of or failure to present the Artist’s performance.
- m. The following **credit** statement must be included in all public announcements, news releases, promotional literature, programs, posters, flyers, etc.:

This program is supported by a grant from the United Arts Council of Raleigh and Wake County. Additional support is provided by funds from the North Carolina Arts Council with funding from the State of North Carolina and the National Endowment for the Arts, which believes that a great nation deserves great art.

- n. The Artist will submit to United Arts a written evaluation of the performance(s) on the forms provided by United Arts.

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- o. United Arts, to the extent allowed by state law, agrees to hold the Artist harmless during the term of this Agreement from all claims, loss or damage of any kind of nature whatsoever which may be sustained by reason of any act or omission on the part of United Arts and/or its employees.
- p. This agreement shall constitute the entire agreement between Artist, School and United Arts for the services, activities and functions addressed in this Agreement, and may only be amended by a separate writing mutually agreed to by all parties.
- q. This agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.

THIS AGREEMENT, consisting of three (3) pages, shall be effective as of September 25, 2009.

I have read and understand the provisions of this contract.

AGREED TO AND ACCEPTED BY:

Signature of Artist **Date**

Print/Type Name of Artist _____

Address of Artist _____

Phone Number _____

Signature of Principal **Date**

Print/Type Name of Principal _____

Signature of PTA President/Chair **Date**

Print/Type Name of PTA President/Chair _____

Print/Type Name of School Street Address

City State Zip Phone Number

Signature of United Arts **Date**

Virginia Zehr, Vice President for Education and Community Programs
Print/Type Name _____



United Arts Council of Raleigh & Wake Co.
 110 S Blount Street
 Raleigh, NC 27601-1743
 PH: (919) 839-1498 X 210

2009-2010 ARTIST RESIDENCY/WORKSHOP CONTRACT

This AGREEMENT made this (date) _____ day of (month) _____ in the year _____ between _____ School of Wake County, N.C. (hereinafter called the "School") and _____ Artist, (hereinafter called the "Artist") and United Arts Council of Raleigh and Wake County (hereinafter called "United Arts"). The following is mutually agreed upon by the School, the Artist, and United Arts.

- a. The Artist is an independent contractor and is not to be considered an employee of United Arts.
- b. During the residency/workshop the Artist will work with _____ classrooms or classes per day for no longer than one (1) hour per class period. The residency/workshop will involve a maximum of _____ students per class in grades _____. The residency/workshop will occur with _____ (type of classes). The Artist will conduct a residency/workshop (as defined by the School and the Artist):

Date(s) _____ Time(s) _____

Location in school _____

Program Title (indicate residency or workshop) _____

Total number of participants: children _____ adults _____

Teachers involved in residency/workshop and subject taught:

_____ (teacher) _____ (subject taught)

_____ (teacher) _____ (subject taught)

_____ (teacher) _____ (subject taught)

All changes made in this schedule after the date of this Agreement MUST be approved by the Artist, the School and United Arts prior to the residency/workshop. The Artist will be given his/her schedule of classes at least three (3) weeks prior to the residency/workshop.

- c. The total fee to be paid to the Artist for this performance is \$ _____
 Subtract any deposit previously paid to artist by School – \$ _____
 Amount due the Artist from United Arts (total fee minus deposit) = \$ _____

 Amount due the Artist from United Arts (same as line above) = \$ _____
 Subtract United Arts Grant – \$ _____
 School's deposit with United Arts = \$ _____

The School's deposit with United Arts, which is due upon execution of this Agreement, is an amount previously agreed upon by the School and United Arts; the balance will be paid by a grant awarded to the School by United Arts. A check for the amount due the Artist will be issued to the Artist by United Arts according to Schedule I attached to this contract.

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- d. The Artist will adhere to School regulations pertaining to use of School equipment, facilities, and supplies for program functions approved by the School; and the Artist will obtain permission from the School principal before requesting secretarial assistance from any school employee for services relating to the residency/workshop.
- e. At least two weeks before his/her residency/workshop, the Artist is to send the School Cultural Arts Representative one copy of his/her educational materials. The Artist will meet individually or collectively with teachers (a) at the beginning of the residency/workshop to explain the program goals and procedures and (b) at the end for evaluation. The Artist will submit to United Arts a written evaluation of the residency/workshop on the form provided to the Artist by United Arts.
- f. The Artist will utilize the services of the School Cultural Arts Representative to make recommendations on residency/workshop location, to maintain contact with the teachers, and to clarify questions concerning School policies and procedures.
- g. The Artist will check with the School Cultural Arts Representative one (1) week before the residency/workshop to confirm the schedule, and obtain specific instructions on the residency/workshop site, materials, etc.
- h. The Artist will provide his/her own transportation and make arrangements for his/her own accommodations if necessary. Any and all travel and accommodation expenses will be assumed by the Artist.
- i. The Artist will incur no expenses against the School without approval from the School principal; expenses incurred without School approval will be assumed by the Artist.
- j. A School employee will be in the classroom or other space where students are located at all times that the Artist(s) is present.**
- k. Where the Artist has failed to conduct a residency/workshop because of personal illness, transportation difficulties or any other reason resulting in any way from any act, omission, or negligence on the part of the Artist, not including “Acts of God,” the Artist will conduct or complete the residency/workshop at a later date(s) in the school year in which the performance was originally scheduled (the “Current School Year”) mutually agreed upon by the Artist, the School and United Arts and at the originally agreed upon fee.

In the case of bad weather, fire, power failure, or other “Acts of God” which may prevent the continuation or completion of the proposed residency/workshop, the Artist will be fully compensated for residency/workshop services at the originally agreed upon fee, provided the Artist, School and United Arts agree on alternate date(s) in the Current School Year for the Artist to complete the residency/workshop and the residency/workshop is completed on such date(s).

Where the Artist cannot reasonably conduct or complete the residency/workshop because of acts, omissions, or negligence on the part of the School (including, without limitation, where the School initiates or is responsible for the cancellation of the original date of the residency/workshop), the Artist will reschedule the residency/workshop at a time mutually agreed upon by the Artist, the School, and United Arts. The Artist will be fully compensated for residency/workshop services at the originally agreed upon fee, provided the residency/workshop is completed on such date(s). If the residency/workshop cannot be rescheduled in the Current School Year due to the School’s unwillingness to provide or agree to an alternate date, as determined by United Arts, the School shall forfeit its deposit with United Arts, which amount shall be paid to the Artist.

If an agreement cannot be reached for alternate dates, United Arts, in its sole discretion, has the option of compensating the Artist only for those completed activities (as reported by the School) of the residency/workshop.

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l. The Artist, as an individual contracting independently, will not hold United Arts or the School responsible for any Federal withholding taxes, social security taxes or benefits, unemployment insurance coverage, worker's compensation insurance, disability insurance, liability insurance, or any other insurance benefits. North Carolina withholding taxes will be withheld in accordance with North Carolina State law. As an independent contractor, the Artist is responsible for protecting him/herself and agrees to assume the responsibility entirely. The Artist further agrees to indemnify and hold United Arts and its employees harmless against all claims, losses, expenses (including reasonable attorney's fees), and injuries to persons or property resulting in any way from any act, omission, or negligence on the part of the Artist in the performance of or failure to perform residency/workshop.

m. The following **credit** statement must be included in all public announcements, news releases, promotional literature, programs, posters, flyers, etc.:

This program is supported by a grant from the United Arts Council of Raleigh and Wake County, Inc. Additional support is provided by funds from the North Carolina Arts Council with funding from the State of North Carolina and the National Endowment for the Arts, which believes that a great nation deserves great art.

n. The Artist will submit to United Arts a written evaluation of the residency on the forms provided by United Arts.

o. United Arts, to the extent allowed by state law, agrees to hold the Artist harmless during the term of this Agreement from all claims, loss or damage of any kind of nature whatsoever which may be sustained by reason of any act or omission on the part of United Arts and/or its employees.

p. This agreement shall constitute the entire agreement between Artist, School and United Arts for the services, activities and functions addressed in this Agreement, and may only be amended by a separate writing mutually agreed to by all parties.

q. This agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.

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THIS AGREEMENT, consisting of four (4) pages, shall be effective as of September 25, 2009.

I have read and understand the provisions of this contract.

AGREED TO AND ACCEPTED BY:

Signature of Artist **Date**

Print/Type Name of Artist _____

Address Of Artist _____

Phone Number _____

Signature of Principal **Date**

Print/Type Name of Principal _____

Signature of PTA President/Chair **Date**

Print/Type Name of PTA President/Chair _____

Print/Type Name of School Street Address City, State Zip Phone Number

Signature of United Arts **Date**

Virginia Zehr, Vice President for Education and Community Programs
Print/Type Name _____



United Arts Council of Raleigh & Wake Co.
 110 S Blount Street
 Raleigh, NC 27601-1743
 PH: (919) 839-1498 X 210

2009-2010 WRITER RESIDENCY CONTRACT

This AGREEMENT made this (date) _____ day of (month) _____ in the year _____ between _____ School of Wake County, N.C. (hereinafter called the "School") and _____ Writer, (hereinafter called the "Writer" and United Arts Council of Raleigh and Wake County (hereinafter called "United Arts"). The following is mutually agreed upon by the School, the Writer, and United Arts:

- a. The Writer is an independent contractor and is not to be considered an employee of United Arts.
- b. During the (number of days) _____-day residency, funded in part by United Arts, the Writer will work with _____ classrooms or classes per day. The residency will involve a maximum of 30 students per class and _____ hours per week. The students will select work to be published in a school anthology at each residency site (THE SCHOOL, NOT THE WRITER, IS RESPONSIBLE FOR THE COMPILATION, TYPING, AND PRINTING OF THE ANTHOLOGY.) The Writer will conduct a residency (as defined by the School and the Writer):

Date(s) _____

Time(s) _____

Location in school _____

Total number of participants: children _____ adults _____

Names of teachers participating in residency:

All changes made in this schedule after the date of agreement MUST be approved by the Writer, the School, and United Arts prior to the residency. The Writer will be given his/her schedule of classes at least three (3) weeks prior to the residency.

- c. The total fee to be paid to the Artist for this performance is \$ _____
 Subtract any deposit previously paid to artist by School – \$ _____
 Amount due the Artist from United Arts (total fee minus deposit) = \$ _____

 Amount due the Artist from United Arts (same as line above) = \$ _____
 Subtract United Arts Grant – \$ _____
 School's deposit with United Arts = \$ _____

The School's deposit with United Arts, which is due upon execution of this Agreement, is an amount previously agreed upon by the School and United Arts; the balance will be paid by a grant awarded to the School by United Arts. A check for the amount due the Writer will be issued to the Writer by United Arts according to Schedule I attached to this contract.

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- d. The Writer will adhere to School regulations pertaining to time schedules, use of school equipment, facilities, and supplies for program functions approved by the School; and the Writer will obtain permission from the School principal before requesting secretarial assistance from any school employee for services relating to the residency.
- e. The Writer will meet with teachers (a) before the beginning of the residency to explain the program goals and procedures and (b) at the end for evaluation. This meeting will be confirmed to United Arts in the signed “Letter of Confirmation for Writer Residencies”. The Writer will submit to United Arts a written evaluation of the residency on the form provided to the Writer by United Arts.
- f. The Writer will utilize the services of the School's Cultural Arts Representative to make recommendations on residency location, to maintain contact with the teachers, and to clarify questions concerning School policies and procedures.
- g. The Writer will check with the School Cultural Arts Representative one week before the residency to confirm the schedule, and obtain specific instructions on residency site, materials, equipment, etc.
- h. The Writer will provide her/his own transportation and make arrangements for her/his own accommodations if necessary. Any and all travel and accommodation expenses will be assumed by the Writer.
- i. The Writer will incur no expenses against the School without approval from the School principal; expenses incurred without School approval will be assumed by the Writer.
- j. A School employee will be in the classroom or other space where students are located at all times that the Artist(s) is present.**
- k. Where the Writer has failed to conduct a residency because of personal illness, transportation difficulties, or any other reason resulting in any way from any act, omission, or negligence on the part of the Writer, not including “Acts of God”, the Writer will conduct or complete the residency at a later date(s) in the school year in which the residency was originally scheduled (the “Current School Year”) mutually agreed upon by the School, the Writer and United Arts and at the fee originally agreed upon.

In case of bad weather, fire, power failure, or other “Acts of God” which may prevent the continuation of completion of the proposed residency, the Writer will be fully compensated for the residency services at the originally agreed upon fee, provided the Writer, School and United Arts agree on alternate date(s) in the Current School Year for the Writer to complete the residency and the residency is completed on such date(s).

Where the Writer cannot reasonably conduct or complete the residency because of acts, omissions, or negligence on the part of the School (including, without limitation, where the School initiates or is responsible for the cancellation of the original date(s) of the residency), the Writer will reschedule the residency at a time in the Current School Year mutually agreed upon by the Writer, the School and United Arts. The Writer will be fully compensated for the residency services at the originally agreed upon fee, provided the residency is completed on such date(s). If the residency cannot be rescheduled in the Current School Year due to the School's unwillingness to provide or agree to an alternate date(s), as determined by United Arts, the School shall forfeit its deposit with United Arts, which amount shall be paid to the Writer.

If an agreement cannot be reached for alternate dates, United Arts, in its sole discretion, has the option of compensating the Writer for only the completed portion of the residency (as reported by the School).

Page 3 – 2009-2010 Writer Residency Contract

- l. The Writer, as an individual contracting independently, will not hold United Arts or the School responsible for any Federal withholding taxes, social security taxes or benefits, unemployment insurance coverage, worker's compensation insurance, disability insurance, liability insurance, or any other insurance benefits. North Carolina withholding taxes will be withheld in accordance with North Carolina State law. As an independent contractor, the Artist is responsible for protecting him/herself and agrees to assume the responsibility entirely. The Writer further agrees to indemnify and hold United Arts and its employees harmless against all claims, losses, expenses (including reasonable attorney's fees), and injuries to persons or property resulting in any way from any act, omission, or negligence on the part of the Writer in the performance of or failure to perform the residency under this Agreement.
- m. The School is required to prepare an anthology/collection of student work at the conclusion of the Writer-in-Residence program. This collection should contain at least one selection from each child. Editing and selection process will be decided through a discussion between the individual teacher, the Writer, and the student. The teacher will see that each written piece is in an appropriate condition to go to the typist. It is the responsibility of the Cultural Arts Representative to see that a copy of this anthology is sent to United Arts, a copy is sent to the Wake County Public School System Arts Education Department, and one copy is retained in the school library.

This anthology/collection is due within two months of the completion of the residency or no later than June 11, 2010. If a school fails to submit an anthology before the end of the school year, the school will not be eligible for a writer's grant the following school year.

- n. The Cultural Arts Representative and **each** teacher involved with the Writer-In-Residence Program will submit to United Arts a written evaluation of the residency on the form provided by United Arts.
- o. The Writer will submit to United Arts a written evaluation of the residency on the forms provided by United Arts.
- p. The following credit statement must be included in all public announcements, news releases, promotional literature, programs, posters, flyers, anthology, etc.:

This program is supported by a grant from the United Arts Council of Raleigh and Wake County, Inc. Additional support is provided by funds from the North Carolina Arts Council with funding from the State of North Carolina and the National Endowment for the Arts, which believes that a great nation deserves great art.

- q. United Arts, to the extent allowed by state law, agrees to hold the Writer harmless during the term of this agreement from all claims, loss or damage of any kind of nature whatsoever which may be sustained by reason of any act or omission on the part of United Arts and/or its employees.
- r. This agreement shall constitute the entire Agreement between Writer, School and United Arts for the services, activities and functions addressed in this Agreement, and may only be amended by a separate writing mutually agreed to by all parties.
- s. This agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.

Page 4 – 2009-2010 Writer Residency Contract

THIS AGREEMENT, consisting of four (4) pages, shall be effective as of September 25, 2009.

I have read and understand the provisions of this contract.

AGREED TO AND ACCEPTED BY:

Signature of Writer **Date**

Print/Type Name of Writer _____

Address of Writer _____

Phone Number _____

Signature of Principal **Date**

Print/Type Name of Principal _____

Signature of PTA President/Chair **Date**

Print/Type Name of PTA President/Chair _____

Print/Type Name of School _____ Street Address _____

City _____ State _____ Zip _____ Phone Number _____

Signature of United Arts **Date**

Virginia Zehr, Vice President for Education and Community Programs
Print/Type Name _____

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- i. The Artist will incur no expenses against the School without approval from the School principal; expenses incurred without School approval will be assumed by the Artist.
- j. **A School employee will be in the classroom or other space where students are located at all times that the Artist(s) is present.**
- k. Where the Artist has failed to conduct a performance because of personal illness, transportation difficulties or any other reason resulting in any way from any act, omission, or negligence on the part of the Artist, not including “Acts of God,” the Artist will conduct the performance at a later date in the school year in which the performance was originally scheduled (the “Current School Year”) mutually agreed upon by the Artist, the School and United Arts and at the originally agreed upon fee.

In the case of bad weather, fire, power failure, or other “Acts of God” which may prevent the continuation or completion of the proposed performance, the Artist will be fully compensated for performance services at the originally agreed upon fee, provided the Artist, School and United Arts agree on alternate date(s) in the Current School Year for the Artist to complete the performance and the performance is completed on such date(s).

Where the Artist cannot reasonably conduct or complete the performance because of acts, omissions, or negligence on the part of the School (including, without limitation, where the School initiates or is responsible for the cancellation of the original date of the program), the Artist will reschedule the performance at a time in the Current School Year mutually agreed upon by the Artist, the School and United Arts. The Artist will be fully compensated for performance services at the originally agreed upon fee, provided the performance is completed on such date(s). If the performance cannot be rescheduled in the Current School Year due to the School’s unwillingness to provide or agree to an alternate date, as determined by United Arts, the School shall forfeit its deposit with United Arts, which amount shall be paid to the Artist.

If an agreement cannot be reached for alternate dates, United Arts, in its sole discretion, has the option of compensating the Artist only for those completed activities (as reported by the School) of the performance.

- l. The Artist, as an individual contracting independently, will not hold United Arts or the School responsible for any Federal withholding taxes, social security taxes or benefits, unemployment insurance coverage, worker’s compensation insurance, disability insurance, liability insurance, or any other insurance benefits. North Carolina withholding taxes will be withheld in accordance with North Carolina State law. As an independent contractor, the Artist is responsible for protecting him/herself and agrees to assume the responsibility entirely. The Artist further agrees to indemnify and hold United Arts and its employees harmless against all claims, losses, expenses (including reasonable attorney’s fees), and injuries to persons or property resulting in any way from any act, omission or negligence on the part of the Artist in the performance of or failure to present the Artist’s performance.
- m. The following **credit** statement must be included in all public announcements, news releases, promotional literature, programs, posters, flyers, etc.:

This program is supported by a grant from the United Arts Council of Raleigh and Wake County, Inc. Additional support is provided by funds from the North Carolina Arts Council with funding from the State of North Carolina and the National Endowment for the Arts, which believes that a great nation deserves great art.

- n. The Artist will submit to United Arts a written evaluation of the residency on the forms provided by United Arts.

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- o. United Arts, to the extent allowed by state law, agrees to hold the Artist harmless during the term of this agreement from all claims, loss or damage of any kind of nature whatsoever which may be sustained by reason of any act or omission on the part of United Arts and/or its employees.
- p. This agreement shall constitute the entire Agreement between Artist, School and United Arts for the services, activities and functions addressed in this Agreement, and may only be amended by a separate writing mutually agreed to by all parties.
- q. This agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.

THIS AGREEMENT, consisting of three (3) pages, shall be effective as of September 25, 2009.

I have read and understand the provisions of this contract.

AGREED TO AND ACCEPTED BY:

Signature of Artist **Date**

Print/Type Name of Artist _____

Address of Artist _____

Phone Number _____

Signature of Principal **Date**

Print/Type Name of Principal _____

Signature of PTA President/Chair **Date**

Print/Type Name of PTA President/Chair _____

Print/Type Name of School Street Address

City State Zip Phone Number

Signature of United Arts **Date**

Virginia Zehr, Vice President for Education and Community Programs
Print/Type Name _____