



This AGREEMENT (“Agreement”) made this _____ day of _____ (month) in the year _____ between _____ School of Wake County, NC located at _____ (School Address), hereinafter called “School”, _____ (Artist Name), hereinafter called “Artist”, and the United Arts Council of Raleigh and Wake County, hereinafter called “United Arts”. The following is mutually agreed upon by School, Artist and United Arts.

- a. Artist is an independent contractor and is not to be considered an employee, agent or representative of United Arts.
- b. Artist will conduct the performance(s) (as defined by School and Artist)

titled _____ (program title) on the _____ (day) of _____ (month), _____ (year) at _____ (time(s)).
The _____ (specify location within the School, or, in the event that School classes are being conducted virtually, School’s virtual platform), will be made available for the performance(s) and _____ (total number of students) of grade level(s) _____ will participate.

- c.

Total Artist Fee _____
Less grant award received from United Arts _____
School’s matching payment _____

- d. Any changes to the information set forth in clauses (b) and (c) above after the date of this Agreement MUST be approved in writing by Artist, School and United Arts prior to the performance(s). In the event that the performance(s) was originally scheduled to take place at the School and School classes are being conducted virtually on the date of the performance(s) (or vice versa), Artist and School agree to work in good faith to conduct the performance(s) through School’s virtual platform or at the School, as applicable.
- e. School’s matching payment, to be made electronically or by paper check, will be due to United Arts within 10 business days of the complete execution of this Agreement. This amount will be combined with the grant awarded to School by United Arts. United Arts will issue a check for the total amount due to Artist within ten (10) business days of online submission of the program evaluation by Artist and the School.
- f. Artist will adhere to Wake County Public School System regulations pertaining to background checks, which are required of all individuals entering a school to work with students. United Arts is not responsible for providing compensation should Artist neglect to comply with this requirement.
- g. Artist will adhere to School regulations pertaining to use of School equipment, facilities, virtual platform and supplies for program functions approved by School; and Artist will obtain permission from School Principal/Head of School prior to requesting secretarial assistance from any School employee for services relating to the performance(s).
- h. At least two weeks before his/her performance(s), Artist will send to the School Cultural Arts Representative one copy of his/her educational materials.

- i. Artist will submit to United Arts an online program evaluation within 10 days of the performance date. A link to the online evaluation will be emailed to Artist by United Arts prior to the performance(s).
- j. The School Cultural Arts Representative and teachers involved with the performance(s) will submit to United Arts an online program evaluation within 10 business days of the performance date. A link to the online evaluation will be emailed to the School Cultural Arts Representative by United Arts prior to the performance(s). Failure to timely submit the online evaluation to United Arts may result in the exclusion of the School from participation in the Artists in Schools program in the future.
- k. Artist will utilize the services of the School Cultural Arts Representative to maintain contact with teachers and to clarify questions concerning School policies and procedures.
- l. Artist will check with the School Cultural Arts Representative one week prior to the performance(s) to confirm the schedule and to obtain specific instructions on the performance site, materials, etc.
- m. Artist will provide his/her own transportation and make arrangements for his/her own accommodations as necessary. Travel and accommodation expenses will be assumed by Artist, unless specified in the United Arts Directory or Virtual Learning List.
- n. Artist will not incur any expenses that School is requested to reimburse without approval from School Principal/Head of School or School PTA President/Chair. Expenses incurred without School approval will be assumed by Artist.
- o. A School employee will be in the room or other space where students are located at all times that Artist is present and will be responsible for monitoring students' behavior during the performance(s).
- p. The performance(s) (including performance(s) performed in person, virtually via live stream, through pre-recorded video or otherwise) are intended only for the members of the School community for the scheduled date(s) and time(s), in each case as set forth in clause (b). School is not permitted to copy, use or otherwise distribute copies of or links to the performance(s) except as otherwise permitted by this Agreement.
- q. Where Artist has failed to conduct a performance(s) because of personal illness, transportation difficulties or any other reason resulting in any way from any act, omission or negligence on the part of Artist, not including "Acts of God," Artist will conduct the performance(s) at a later date in the school year in which the performance(s) was originally scheduled (the "Current School Year") mutually agreed upon by Artist, School and United Arts and at the originally agreed upon fee.

In the case of bad weather, fire, lockdown, power failure, School closure or "Acts of God" which may prevent the continuation or completion of the proposed performance(s), Artist will be fully compensated for performance services at the originally agreed upon fee, provided Artist, School and United Arts agree on alternate date(s) in the Current School Year for Artist to complete the performance(s) and the performance(s) is completed on such date(s). If the performance(s) cannot be rescheduled in the Current School Year due to School's inability to provide or agree to an alternate date, as determined by United Arts, School shall forfeit its matching payment, which amount shall be paid to Artist.

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

- r. Artist, as an independent contractor, will not hold United Arts or 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 for out-of-state artists. 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 Artist in the performance(s) or failure to present Artist's performance(s).

- s. The following credit statement must be included in all newsletter entries, weekly calls, programs, and the program introduction:

This program is supported by a grant from the United Arts Council of Raleigh and Wake County.

- t. 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. Neither a contract provided by Artist, nor one provided by School may substitute or supersede this Agreement.
- u. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any action or dispute arising out of this Agreement shall be Wake County, North Carolina.
- v. This Agreement may be executed via manual or electronic signatures, and the parties agree that the electronic signatures of any party will have the same force and effect as manual signatures. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together will constitute one and the same agreement, and to the extent this Agreement is signed and delivered by electronic transmission (including portable document format (PDF) or other similar format), it will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
- w. Both Artist and School will accommodate observation requests by United Arts and their guests for audit, evaluation, or promotional purposes.
- x. School's participation in the Artists in Schools program in future fiscal years is contingent upon compliance with the requirements of this Agreement.

[Signature page follows]

THIS AGREEMENT, consisting of four (4) pages, shall be effective upon full execution. **I have read and understand the provisions of this contract. AGREED TO AND ACCEPTED BY:**

Signature of Artist Date

Print/Type Name of Artist

Email Phone

Signature of School Principal/Head of School Date

Print/Type Name of School Principal/Head of School

Signature of School PTA President/Chair Date

Print/Type Name of School PTA President/Chair

Signature of School Cultural Arts Representative Date

Print/Type Name of School Cultural Arts Representative

Email Phone

Signature of United Arts Council Date

PO Box 26388, Raleigh, NC 27611, (919) 839-1498 x210