Musée des beaux-arts du Canada National Gallery of Canada

CARFAC

Contract for Artist Professional Services and Copyright
Less than $5,000

NGC Contract Number

This Contract constitutes an agreement between the National Gallery of Canada and a Canadian living artist, hereinafter referred to, respectively, as the NGC and the Artist, as part of the *Scale Agreement* between the NGC and CARFAC/RAAV under the *Status of the Artist Act*, S.C., 1992, c. 33.

ARTIST OR ARTIST'S REPRESENTATIVE

_____

Address:
_____

Telephone: Business: (_____) _____ Home: (_____) _____ Cell: (_____) _____

E-mail:
_____

BN or SIN:
_____
Your Business Number or Social Insurance Number is required for Revenue Canada Income Tax Purposes.

I give permission to the NGC to share the above information with CARFAC/RAAV or with my representative for payment purposes only:

Yes □ No □

For Privacy information, please refer to *Scale Agreement, 7:06.*

AFFILIATION

Please indicate if you are a member of: CARFAC □ RAAV □ No □

If any total payment is over $300, the Artist must be a voting member in good standing of either CARFAC or RAAV, or obtain the applicable permit, depending on your place of residence (*Scale Agreement,* 6:01, 6:04). For more information on the *Scale Agreement*, please refer to http://www.carfac.ca/ or http://www.raav.org/ or communicate with your professional association.
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- Copyright Collective □ CARCC □ SODRAC □ Other □ _____

PROFESSIONAL SERVICE AND COPYRIGHT FEES

Professional Service Fee					
	1 – 3 days	**No. Days**	**Flat Rate over 3 days**	**Fee**	**NGC Fin Code** Account-Project-32
Preparation / Production	$300		over 3 days		
Consultation	$300		over 3 days		
Installation	$400		over 3 days		
Lecture/Presentation	--------	--------	$550		
Guided Tour	--------	--------	$250		
Media Event/Opening	--------	--------	$250		
Other					
Exhibition Right Fee For works created after June 1988					

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Exhibition title, installation dates:			
Type of Exhibition	**Rate / Exhibition Type**	**Fee**	**NGC Fin Code** Account-Project-33
Temporary Exhibition -Solo, Single Work, Group, Venice Biennial			
Permanent Collection Installation	One-time payment of $300 per installation		
Performance	$1,650		
Repeat Performance	$495		
Cabaret	$825		
Other			

Reproduction Right Fee
If an Exhibition Right Fee is paid for a Temporary Exhibition ($25 / image / use)
Exhibition title and installation dates:

Image Use	NGC Acc. No.	Title, Date of Work	Fee	NGC Fin Code Account-Project-33

Reproduction Right Fee
If an Exhibition Rights Fee is NOT paid for a Temporary Exhibition
Consult current year's *CARFAC-RAAV Fee Schedule on CARCC'S website at http://www.carcc.ca/feeschedules.html*)

Image Use	NGC Acc. No.	Title, Date of Work	Fee	NGC Fin Code Account-Project-33

Reproduction Right Fee **Catalogue** Publication Title, Date:	**Fee**	**NGC Financial Code** (Account – Project – 33)
Front Cover, Back Cover		
Image use inside the catalogue		
Other		

FEE SUMMARY

Fees for Artist Professional Services and Copyright	Total
Professional Service	
Exhibition Right	
Reproduction Right	
Catalogue	

TOTAL	
Less 5% Check-off Fee	
TOTAL FEE PAID TO ARTIST	

PAYMENT OPTIONS

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1. For payment of out-of-pocket expenses, the Artist will be reimbursed within 30 days from the date of invoice submission to the NGC. The invoice must include original receipts for all parking and public transportation.

2. For payment of professional and copyright services, the Artist will advise the NGC of his/her preferred method of payment and provide required banking details. Unless otherwise negotiated, payment will be made within 30 days from the exhibition closing date.

3. Both parties may also agree to an alternate method of progress payments.

TERMS AND CONDITIONS

Responsibilities of the Artist
The Artist will perform his/her obligation and provide the services in full conformity with all requirements as outlined in this Contract and the Scale Agreement.

Duration of the Contract
This contract shall be in effect upon the signature by both parties. This Contract will be in effect for the full term of the engagement of the Artist by the NGC.

Termination
Both parties agree that termination of this contract and subsequent cancellation of the engagement of the Artist by the NGC shall be dealt with as outlined in the Scale Agreement, 11:00.

Modification of Content
The NGC reserves the right to modify the contents of the exhibition or installation. The NGC will, where possible, consult with the Artist in determining these modifications.

Dispute Resolution
Both parties agree that all differences between the parties arising out of the interpretation, application, administration or alleged violation of this Contract shall be dealt with as outlined in the Scale Agreement, Dispute Resolution, 17:00.

Amendments
Any modifications or additions to this Contract must be made in writing and signed by both parties. Such modifications and additions must not contradict the terms of the Scale Agreement.

Privacy
A copy of this contract will be remitted to either CARFAC or RAAV, as applicable (Scale Agreement, 7:06).
Copies of subsequent amendments to this contract will be forwarded to either CARFAC or RAAV.

Contract
This document constitutes the entire Contract between both parties and supersedes and replaces any previous documents, correspondence, conversations or other written or oral understanding related to this Contract, with the exception of the Scale Agreement.

NGC will remit a check-off fee of 5% of the total amount payable to the Artist to either CARFAC or RAAV (Scale Agreement, 9:01).

This Contract is governed by the laws of Ontario and Canada. Any dispute arising out of, or related to, this permission shall be subject to the exclusive jurisdiction of the Ontario courts.

SIGNATURES

Both parties agree with the above terms and conditions and this Contract shall be in effect upon signature by all parties.
FOR THE ARTIST OR ARTIST'S REPRESENTATIVE

Name (Print): _____

Signature: _____ **Date:** _____

FOR THE NATIONAL GALLERY OF CANADA, FINANCE DEPARTMENT

Name (Print): _____

Signature: _____ **Date:** _____