

**ART FOSTER PROGRAM Business Foster**

Thank you for applying to the Art Foster program, which is open to all visual and sculptural artists in Strathcona County

| Name |  |
| --- | --- |
| Phone Number |  |
| Email Address |  |
| Town/City |  |
| Address |  |
| Hours of Operation |  |

| Website  |  |
| --- | --- |
| Facebook  |  |
| Instagram |  |

Continued….

| Number or peices requested  |  |
| --- | --- |
| Start and end dateMin 3 months |  |

There will be an agreement to be signed by the 2 parties to ensure the safety of the artwork and to set the date to hang and the date for removal. Artists are responsible for making their own tags for their artwork that encourages guests at the Foster’s business to purchase the artwork. The Foster is not responsible for selling your artwork. Participation in this program does not guarantee sales. The Art Foster Program is a marketing opportunity that showcases local artists’ talent in local businesses.

Thank you for participating in this new program and we are excited to have you join us! If you have any suggestions for the Art Foster Program, we would like to hear it!

***The Arts & Culture Council of Strathcona County is proudly sponsored by***

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**ART FOSTER PROGRAM**

This Agreement made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_\_\_\_

Between:

(Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(The “Artist”)

-and-

(Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(The “Borrower”)

In consideration of the mutual agreements contained in this Agreement (the receipt and adequacy of which are acknowledged), the parties agree as follows:

1. The Artist agrees to lend and the Borrower agrees to borrow and take possession of the items described in Schedule “A” (the “Objects”).

2. The Artist warrants that it has full power and authority to lend the Borrower the Objects and shall inform the Borrower of any conditions which may govern the Objects being loaned, such as copyrights, liens and export restrictions of the country of origin, and the information concerning such conditions shall be specified in writing and attached to and made a part of this Agreement.

3. The value of the Objects to be loaned to the Borrower, as well as the loan period, shall also be set out in Schedule “A”.

4. The Borrower shall clearly display the Artist’s exhibition label with the Objects at any time the Objects are on display.

5. The Borrower shall be responsible for the safe keeping of the Objects in such a manner as to protect them from damage, loss, or theft and, without limiting the generality of the foregoing, the Borrower shall maintain the Objects under conditions which will protect them from mishandling and weathering. If the Objects require special care, the Artist will advise the Borrower, in writing, of the details of such care. The Borrower shall not clean, alter, or repair objects without prior written consent of the Artist.

6. The Borrower shall be liable for any damage to the Objects that occurs while the Objects are in the care or possession of the Borrower.

7. The Borrower shall indemnify the Artist for any loss, damage, theft, or destruction of the Objects while the Objects are under the care of or in the possession of the Borrower.

8. Unless otherwise stipulated, the Artist will maintain its own insurance for the objects. 9. The Borrower agrees to advise the Artist, without delay, in the event of damage, loss or theft of Objects. The Borrower shall, within 48 hours, provide the Artist with a detailed written notice outlining the nature and extent of the loss or damage, and shall not attempt to clean, alter or repair the Objects without written consent of the Artist.

10. The Borrower shall not remove or allow the removal of the Objects from the location described in Schedule “A”, except to return objects into the possession of the Artist. 11. Any extension of the loan period must be requested in writing at least one month prior to the expiry of the loan period, and approved by the Artist prior to the final day of the loan period.

12. The Borrower or the Artist may terminate this Agreement prior to the end date of the loan period (as specified in Schedule “A”) by giving the other party written notice of termination at least seven (7) days prior to the termination date.

13. Title to the Objects loaned pursuant to this Agreement shall remain with the Artist and the Borrower shall not sell, transfer, lease, mortgage, borrow against, pledge, loan or otherwise create a legal or equitable interest by any third party in the Objects.

14. The parties to this Agreement agree and acknowledge this Agreement, including all attached Schedules, encompasses their full agreement and supersedes any and all contemporaneous verbal or written agreements.

15. This Agreement is governed by the laws of the Province of Alberta and the parties attorn to the exclusive jurisdiction of the courts of the Province of Alberta. 16. The parties agree that any dispute that may arise in relation to this Agreement must be resolved through arbitration pursuant to the *Arbitration Act*, RSA 2000, c A-43, as amended from time to time. The parties must agree and appoint one arbitrator to hear and make a final decision on the issues.



**ART FOSTER PROGRAM**

Art Foster Program Agreement

SCHEDULE “A”



Art and

Culture

Council



| Loan Period |  |
| --- | --- |
| Borrower |  |
| Address |  |
| City  |  | Province |  |
| Phone  |  | Postal Code |  |



Description of Work

| Artist |  |
| --- | --- |
| Title |  |
| Medium |  |
| Dimensions  |  | Insurable Value |  |

Description of Work

| Artist |  |
| --- | --- |
| Title |  |
| Medium |  |
| Dimensions  |  | Insurable Value |  |

Description of Work

| Artist |  |
| --- | --- |
| Title |  |
| Medium |  |
| Dimensio ns |  | Insurable Value |  |

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| --- | --- |
| Title |  |
| Medium |  |
| Dimensio ns |  | Insurable Value |  |

Description of Work

| Artist |  |
| --- | --- |
| Title |  |
| Medium |  |
| Dimensio ns |  | Insurable Value |  |

