



ARTIST IN RESIDENCE | TERMS AND CONDITIONS

1. Term and Place of Residence

- 1.1. Licensor agrees to provide the Licensee with the exclusive use of a studio residence at Westward Cottage (8 Turner St, Ryde).
- 1.2. Licensor must provide the Licensee with exclusive possession of the Residence.
- 1.3. Licensor will supply the artist with a key in order to provide independent access to the venue.

2. Payment

- 2.1. Licensor will pay the Licensee the sums of:
 - a \$1,500 (One thousand five hundred dollars) for a 6-month residency, or
 - b \$3,000 (Three thousand dollars) for a 12-month residency
 - c Split payment will be made – first payment at beginning of residency and second payment halfway through the residency.

3. Goods and Services Tax

- 3.1. The parties agree that all amounts payable under this agreement are exclusive of Goods and Services Tax (**GST**).
- 3.2. If a party is liable to pay GST in respect of any good or service supplied under this agreement, that party will invoice the other party for the GST amount payable for the good or service and will ensure that the invoice is a GST compliant invoice.

3.3. The party who receives the GST compliant invoice must pay the amount of GST invoiced at the same time as the amount payable under this agreement.

4. Artist's (licensee) services

4.1. The licensee must provide services in accordance with the application guidelines.

4.2. The licensee must contribute and participate in community engagement/community programs (minimum four programs per year) – including, but not limited to, open studios, artist talks, workshops/demonstrations.

5. Artist's (licensee's) responsibilities

5.1. The licensee is responsible for:

- a the general cleanliness of the Residence;
- b reporting any breakage, loss or damage to the Residence to the licensor;
- c securing the Residence;
- d not creating undue noise or other conduct which may disturb or annoy others in adjoining studios or premises;
- e not attaching to walls, doors, glass, floors, furniture or fittings in or around the Residence any nails, screws, adhesive tape, signs or other item without the prior consent of the licensor;
- f not interfering with, or altering any, of the electrical installations, lighting or other technical equipment owned by the licensor.

6. Insurance and indemnity

6.1. Subject to clause 6.2, the licensor must take out and maintain adequate:

- a public liability insurance in relation to the Residence and must ensure that such insurance provides cover for any losses, liabilities, costs and expenses (including reasonable legal expenses as between solicitor ad client) arising out of or in relation to any injury, death, loss or damage suffered by any third party as a result of the Residency or the licensee's negligent acts, errors or omissions; and
- b first party property and building insurance to cover any damage to the Residence or the property in Residence that is owned by the licensor, including any damage caused by the licensee's negligent acts, errors or omissions.

6.2. The licensor does not accept liability for any loss or damage to equipment or personal effects of the licensee or the licensee's employees, agents or contractors. The licensee must take out and maintain adequate insurance for all personal property owned by the licensee that is used at, or brought to, the Residence during the Residency.

6.3. The licensor will indemnify and keep indemnified the licensee against all losses, liabilities, costs and expenses (including reasonable legal expenses as between solicitor

and client) arising out of, or in relation to, any injury, death, loss or damage suffered by any third party as a result of the Residency except where the injury, death, loss or damage is caused by the licensee's unlawful or wilfully negligent acts.

- 6.4. The licensee must maintain and present to the licensor the workers' compensation insurance for himself/herself and any employees or contractors of the licensee, as required by law – and keep it current throughout the licence period.

7. Copyright and title

- 7.1. The licensee retains copyright and title in all work the licensee created during the Residency.

8. Name, likeness and biography

- 8.1. The licensor may use and exploit the licensee's name, approved likeness and approved biography in connection with the licensor or an exhibition of the licensee's work at City of Ryde spaces.

9. Termination

Termination by the Artist

- 9.1. If the licensor is late in making any payment under clause 2.1, the licensee must notify the licensor in writing that this agreement will immediately be terminated unless the licensor has made any outstanding payments within 21 days of the notice.
- 9.2. The licensee will be entitled to receive and retain all payments made under this agreement up to the date of sending a termination notice under clause 9.1.

Termination by the licensor

- 9.3. If the licensee is in breach of any of the licensee's obligations under clause 3.1 or 5, the licensor must notify the licensee of the breach in writing. The licensee must remedy the breach within 14 calendar days of the notice (**Notice Period**). The licensor may terminate this agreement immediately by written notice to the licensee if:
 - a the breach is incapable of remedy; or
 - b the licensee fails to remedy the breach within the Notice Period.
- 9.4. If the licensor terminates this agreement under clause 9.3, the licensor will allow the licensee 14 calendar days to vacate the Residence.

10. Disputes

- 10.1. If a dispute or disagreement (**Dispute**) arises between the parties in connection with this agreement:
 - a one party must notify the other party in writing about the Dispute (**Notice of Dispute**); and

- b neither party may start any litigation or arbitration in relation to the Dispute until the parties have complied with this clause.
- 10.2. The parties should meet within fourteen (14) calendar days after receipt of the Notice of Dispute and hold good faith discussions to attempt to resolve the Dispute.
- 10.3. If the Dispute is not resolved within twenty-eight (28) calendar days after receipt of the Notice of Dispute, the parties agree to submit the Dispute to mediation according to the Arts Law Centre Mediation guidelines current at that time (**Guidelines**). These Guidelines are part of this agreement.
- 10.4. If the parties are not able to agree to a mediator, the Arts Law Centre must appoint a mediator.
- 10.5. The parties must continue to perform their respective obligations under this agreement despite the existence of a Dispute.
- 10.6. Nothing in this clause 10 will impact on either party's rights to terminate under clause 9 of this agreement.

11. General provisions

- 11.1. The parties acknowledge that the licensee is an independent contractor and that nothing in this agreement creates any relationship of partnership or employment between the parties. The licensor is not the licensee's agent and is not entitled to a commission for the sale of the licensee's work.
- 11.2. The licensee acknowledges that they the scope document has been provided, read and understood.
- 11.3. A notice required to be given under this agreement may be delivered by hand, or sent by pre-paid post or fax to the address of the party indicated at the top of this agreement. Notices are taken to have been served when received, or within two (2) business days of having been sent, whichever occurs first.
- 11.4. Neither party may assign, subcontract, novate or otherwise divest this agreement or any of the benefits or obligations under this agreement without the other party's prior written consent. This consent must not be unreasonably withheld.
- 11.5. Subject to clause 11.6, this agreement contains the entire agreement of the parties in respect of its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.
- 11.6. Nothing in this agreement transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.
- 11.7. This agreement may only be modified by a written amendment signed by the parties.
- 11.8. Invalidity of any clause of this agreement will not affect the validity of any other clause except to the extent made necessary by the invalidity.

11.9. This agreement is governed by the law in force in NSW. The parties submit to the jurisdiction of the courts of that State and any court competent to hear appeals from those courts.

11.10. A person signing this agreement on behalf of a party to the agreement warrants, by that signing, that they have all the necessary authority from that party to sign this agreement of their behalf.

11.11. The licensee must not:

- a Give possession of the Premise to someone else
- b Transfer or assign its rights under the terms and conditions
- c Use the licenced premises as a place of permanent residency

11.12. The following rules of interpretation apply to this agreement unless the context requires otherwise:

- a headings are for convenience only and do not affect interpretation;
- b the singular includes the plural and conversely;
- c a reference to an agreement or document is to that agreement or document as amended in accordance with clause 11.6.