

## TECH ART FAIR ARTIST PARTICIPATION AGREEMENT

**THIS AGREEMENT** (the “**Agreement**”) is made as of \_\_\_\_\_ (the “Effective Date”)

BY

\_\_\_\_\_ (the “Artist”, name)

AND

**The Centennial Centre of Science and Technology** (the “OSC”)

**WHEREAS** the Artist entered artwork in a juried competition for an opportunity to exhibit the artwork at the

Ontario Science Centre (the “Centre”) during an event known as the “Tech Art Fair” (the “Event”);

**AND WHEREAS** the artwork was selected by the jury to be exhibited during the Event, subject to the execution of this Agreement;

**NOW THEREFORE**, in consideration of the Artist’s participation in the Event and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Artist and the OSC

(each a “Party” together the “Parties”) agree as follows:

**1.0 Definitions.** The definitions for words and terms not otherwise defined in the body of this Agreement are set out below.

“Artwork” means the artwork submitted to the juried competition and includes any other work created by the Artist for exhibition or sale at the Event as more particularly described on Schedule A.

**2.0 Exhibition.** The Artist agrees to:

- (i) exhibit the Artwork at the Centre from February 16, 2019 – February 18, 2019
- (ii) be on site with the Artwork during the entire time the Centre is open to the public, for each day of the Event as follows:

**DAY AND DATE ARTIST MUST BE AT EVENT**

- (iii) install and remove the Artwork in accordance with the instructions to be provided by the OSC;
- (iv) permit the Artwork to be exhibited in an online exhibition to be run by SciArt Centre;
- (v) be responsible for all the Artist’s costs and expenses to participate in the Event including, but not limited to food, packing, transportation, shipping and accommodation; and
- (vi) insure the Artwork, against theft, damage and vandalism and all other potential perils during transportation to and from the Centre, and while the Artwork is on the Centre’s premises.

**3.0 Sale.** If the Artist sells any during the Event, the Artist will remit 15% of the sale price to the OSC

**4.0 Rights, Representations, Warranties and Acknowledgements.**

4.1 The Artist hereby grants to the OSC a non-exclusive, sublicensable, irrevocable right and licence to:

- (i) exhibit or otherwise display the Artwork in whole or in part, during the Event and any subsequent on-line exhibition;
- (ii) use, reproduce, distribute, transmit and display all or part of the Artwork in any media or format, and permit its Event collaborators and subcontractors to do the foregoing, for the promotion of Event specifically and the promotion and marketing of the OSC and its Event collaborators generally; and
- (iii) use the Artist’s name in association with the Artwork for the above purposes.

4.2 The Artist represents and warrants that

- (i) the Artist has full power and authority to grant the rights granted, and to fulfil its obligations, in this Agreement;
- (ii) the Artist’s execution of this Agreement and the OSC’s use of the Artwork as set out in this Agreement does not and will not violate or infringe or induce the infringement of Intellectual Property rights, or privacy rights of any third party; and
- (iii) the Artist has waivers and releases from all identifiable persons whose images appear in the Artwork.

4.3 The Artist is responsible for any and all liabilities, costs, damages and expenses (including legal, expert and consulting fees) and any action, claim, demand, lawsuit, or other proceeding, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with, anything done or omitted to be done by the Artist during the performance of the Artist’s obligations under the Agreement or otherwise in connection with the Agreement. The obligations contained in

this section shall survive the termination or expiry of the Agreement.

**5.0 The OSC.** The OSC

- (i) will provide the Artist with a designated space containing one 6-foot table, 2 chairs and electrical power. Additional vertical supports (up to 6 feet in height) may be available;
- (ii) will give the Artist an honorarium of \$200.00 for the Artist's participation in the Event;
- (iii) will publicly announce and promote the Event on its website, social media, enews letter and through other media; and
- (iv) reserves the right to: A. refuse or remove from display any Artwork it considers inconsistent with previously accepted or agreed-upon Artwork; B. remove any Artwork that is considered inappropriate for the space; or C. cancel or reschedule the Event.

**6.0 General Provisions**

6.1 Amendments, Waiver, Assignment, Benefit. No amendment of or addition to this Agreement will be valid unless it is in writing and signed by each Party. No waiver will be valid unless it is in writing. The Artist may not assign this Agreement, or any part of it, without the prior written consent of the OSC. This Agreement will endure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

6.2 Parties Independent. The Parties are and will remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other.

6.3 Further Assurances. Each of the Parties agrees to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

6.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

**7.0 Entire Agreement.** This Agreement embodies the entire agreement between the Parties with regard to the Artwork and the Event and supersedes any prior understanding or agreement, collateral, oral or otherwise existing between the Parties at the date of execution of the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**[Insert full legal name of Artist] WITNESS**

By:

---

Print Date: Print Name:

Print Address:

Print Date:

**The Centennial Centre of Science and Technology**

By:

---

Print Name:

Print Title:

Print Date: