

COMMISSION AGREEMENT FOR SASKATCHEWAN VISUAL ARTISTS

FOR CREATING ARTISTIC WORK ON REQUEST (REV 2010-07-10)

Background

In May 2009, the Saskatchewan government passed a new law called *The Arts Professions Act* (the “APA”). The APA will come into force and apply on and after June 1, 2010. The APA serves to recognize artists, including by affirming and recognizing:

- the important contribution of artists to the cultural, social, economic and educational enrichment of Saskatchewan;
- the value of artistic creativity in advancing Saskatchewan’s cultural, social, economic and educational life;
- the valuable contribution of artists to Saskatchewan’s cultural heritage and development; and
- the importance of fair compensation to professional artists for the creation and use of their artistic works.

To achieve these purposes, the APA requires a written agreement whenever a person (called an “engager” in the APA) intends to hire a “professional artist”: (1) to produce an artistic work or production; (2) to present an artistic work or production to the public; or (3) to engage in the circulation or dissemination of artistic works to the public (whether by lease, exchange, deposit, exhibition, publication, publicly presenting or other similar fashion). Under the APA, each contract between a professional artist and an engager must contain certain terms. Further information on *The Arts Professions Act* of Saskatchewan is available from the Government of Saskatchewan online at www.tpcs.gov.sk.ca/arts-professions-act.

The CARFAC Saskatchewan Model Agreements

CARFAC Saskatchewan has always recognized the value of artists entering into written contracts; but CARFAC Saskatchewan also recognizes that artists are not always in a position to develop and maintain a body of contracts that meet all the requirements of the APA. To simplify matters, CARFAC Saskatchewan has worked with its lawyers to develop a set of model agreements that meet all the criteria set out in the APA and are pleased to provide this model agreement for reference.

Please note that CARFAC Saskatchewan prepared each of the foregoing model agreements to address the general requirements for a contract in the circumstances generally described by the title to the agreement. In other words, a model agreement contains only the most basic terms that might arise in the context identified by the title to the agreement. The model agreements are not comprehensive in nature; they do not contemplate anything beyond the most basic model for the relationship in question.

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Questions about the Model Agreements?

Please feel free to contact CARFAC Saskatchewan if you have questions about the General Terms or about the model agreements in general. If we are unable to help you, or if you are looking for legal advice that only a lawyer can provide, CARFAC Saskatchewan will be happy to refer you to one of our recommended lawyers.

Notice and Disclaimer

CARFAC Saskatchewan is hopeful that the model agreements will benefit artists. This introduction and all of the model agreements published or distributed by CARFAC Saskatchewan on its website or otherwise are © CARFAC Saskatchewan. All rights reserved. The model agreements were prepared by CARFAC Saskatchewan with the assistance of McDougall Gauley LLP, Barristers and Solicitors.

The model agreements have been adapted (with permission and under licence) from the work "Artists' Contracts: Agreements for Visual and Media Artists" by Paul Sanderson and Ronald N. Hier, © CARFAC Ontario, 2006. Copies of the book "Artists' Contracts: Agreements for Visual and Media Artists" may be purchased from CARFAC Ontario (www.carfaontario.ca), CARFAC National (www.carfac.ca) or CARFAC Saskatchewan (www.carfac.sk.ca).

This introduction and the model agreements are subject to an express and limited copyright licence. No part of this introduction, nor any model agreement may be reproduced or transmitted in any form or by any means, electronic or mechanical, without the prior written permission of CARFAC Saskatchewan. Notwithstanding this restriction, an authorized user or purchaser of one or more of the model agreements provided by CARFAC Saskatchewan may reproduce any part of the text of such model agreement or agreements without charge for the limited purpose of use in the user's or purchaser's business, personal, or professional practice.

The information contained in this document is intended to provide guidance and advice of a general nature to Saskatchewan artists and related businesses and individuals. Every effort has been made to provide accurate and up-to-date information, however, CARFAC Saskatchewan, CARFAC Ontario and the authors cannot accept liability for errors or omissions.

All artists and the public may access the CARFAC Saskatchewan model agreements to meet the requirements of The Arts Professional Act (Saskatchewan) or otherwise; however, those persons who do so ("you") acknowledge that CARFAC Saskatchewan created the model agreements and the accompanying notes to provide artists and others with information of a general nature only. The model agreements and accompanying notes are not intended as a substitute for professional legal consultation and legal advice in any particular case. CARFAC Saskatchewan is not entitled to, and does not by providing the template model agreements, provide legal advice. CARFAC Saskatchewan cautions you not to rely on any model agreement as professional legal advice.

CARFAC Saskatchewan encourages you to seek detailed legal advice before acting or relying upon any information contained in any model agreement or accompanying notes. While the model agreements and notes are based on information that was accurate and up-to-date as at the date of drafting, the accuracy and currency of any information will change over time. CARFAC Saskatchewan makes no representations whatsoever as to the applicability or suitability of any model agreement or any accompanying notes to any particular person or circumstance. CARFAC Saskatchewan disclaims any and all liability for any reliance by anyone upon any model agreement and the accompanying notes, if any.

You must seek the advice of a lawyer if you have any questions or concerns about the use of any model agreement.

COMMISSION AGREEMENT

THIS AGREEMENT (this “**Agreement**”) made effective the ___ day of _____, 20___,

BETWEEN:

_____ (the “**Artist**”)

AND:

_____ (the “**Patron**”)

WITNESSES THAT WHEREAS the Artist is the creator and exclusive owner of certain paintings, drawings, maps, charts, plans, photographs, engravings, sculptures, works of artistic craftsmanship, architectural works, digital files and compilations of artistic works (“**Artistic Works**”) and all Intellectual Property Rights therein;

AND WHEREAS the Patron wishes to commission the Artist to create specific Artistic Works and the Artist agrees to create such works for the Patron;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Artist and the Patron (together the “**Parties**” and each a “**Party**”), the Parties agree and covenant as follows:

1. Definitions and Interpretation

- 1.1 The definitions for words and terms not otherwise defined in the body of this Agreement are found in Schedule “A” attached to this Agreement.
- 1.2 The general provisions set forth in Schedule “A” are hereby incorporated into and form a part of this Agreement.

2. Creation of Commissioned Works

- 2.1 The Patron engages the Artist and the Artist agrees to create certain Artistic Works as described in Schedule “B” attached to this Agreement (the “**Commissioned Works**”) in accordance with this Agreement.
- 2.2 The Artist agrees to execute the Commissioned Works in a professional manner and use commercially reasonable efforts to ensure that all work is of the highest quality; and that the Commissioned Works are substantially expressive of the design from which the Commissioned Work shall be created (the “**Final Design**”). The Final Design shall include studies, sketches, drawings, maquettes or any other method of transforming the original idea for the Commissioned Work into a material form.

2.3 The Artist shall create the Commissioned Works at the location of _____

and the Artist shall be responsible for all materials, equipment, lighting, plumbing, electrical connections and other structural requirements needed for the development and execution of the Commissioned Works.

2.4 Unless the Artist is prevented from completing the Commissioned Works by an act or omission of the Patron or any other person under the control of the Patron, either directly or indirectly, or by a cause beyond the Artist's control, the Commissioned Works shall be executed in accordance with the following Schedule:

Step to be Completed	Date
The Artist shall commence the project on the " Start Date ":	
The Artist shall deliver the Preliminary Design on the " Preliminary Design Date ":	
The Artist shall deliver the Final Design on the " Final Design Date ":	
The Artist shall complete the Commissioned Works no later than the " Completion Date ":	

The parties may mutually agree in writing to vary any of the dates specified above.

3. Preliminary Design

3.1 The Artist shall create a preliminary design from which the Final Design will be derived (the "**Preliminary Design**"). The Preliminary Design may include studies, sketches, drawings, maquettes or any other method of transforming the original idea for the Commissioned Works into a material form. The Preliminary Design shall conform to the Artist's interpretation of the Patron's instructions and shall be submitted by the Artist to the Patron no later than the Preliminary Design Date.

3.2 Within fourteen (14) days of the Preliminary Design Date, the Patron shall notify the Artist of its approval or disapproval of the Preliminary Design and the changes (if any) required by the Patron. All changes shall be mutually agreed upon in writing by the Artist and Patron.

3.3 If approved by the Patron, the Preliminary Design and any changes to the Preliminary Design agreed to by both parties shall be attached to this Agreement as Schedule "E" and form part of this Agreement.

4. Final Design

4.1 Subject to any changes to the Preliminary Design, the Artist shall create a Final Design. The Final Design shall be submitted by the Artist to the Patron no later than the Final Design Date.

4.2 Within fourteen (14) days of the Final Design Date, the Patron shall notify the Artist of its approval or disapproval of the Final Design.

4.3 If approved by the Patron, the Final Design shall be attached to this Agreement as Schedule “F” and form part of this Agreement.

5. Artistic Control

5.1 The Artist agrees to develop and create the Commissioned Works in consultation with the Patron.

5.2 The Artist agrees to create the Commissioned Works in conformity with the Final Design. However, the parties agree that in creating the Commissioned Works, the Artist shall have the uncontrolled discretion to embody the Final Design in any manner the Artist considers artistically necessary.

6. Fees and Expenses

6.1 The Patron shall pay the Artist a Fee of \$_____ (the “Fee”).

6.2 The Patron shall pay the Fee to the Artist in accordance with the following schedule:

Percentage of Fee Payable	Date of Payment
25%	Effective Date of this Agreement
25%	Preliminary Design Date
25%	Final Design Date
15%	Completion Date
10% plus any other outstanding amounts payable to the Artist	Delivery Date

6.3 The parties agree that the Fee does not include any taxes, duties or levies required to be collected by the Artist. Any taxes, duties or levies required to be collected by the Artist shall be paid by the Patron on the due dates for that part of the Fee to which they apply.

6.4 Title to the Commissioned Works remains with the Artist until the Fee is paid for in full, at which time title in the Commissioned Works shall pass to the Patron. The Artist retains all Intellectual Property Rights in the Commissioned Works at all times, unless otherwise agreed to in writing by the parties.

6.5 The Patron shall be responsible for those expenses of the Artist incurred in connection with the Commissioned Works as permitted and described in Schedule “D” attached to this Agreement (the “Expenses”).

6.6 The Artist shall submit receipts for the Expenses to the Patron within fourteen (14) days of incurring such Expenses. The Patron shall reimburse the Artist for the Expenses incurred and submitted to the Patron as of the Preliminary Design Date, the Final Design Date, and then as of the Completion Date. The receipts of all accrued and outstanding Expenses of the Artist shall be submitted to the Patron prior to the Delivery Date and reimbursed by the Patron on the Delivery Date.

7. Delivery and Installation

- 7.1 The Artist shall deliver the Commissioned Works to the Patron within fourteen (14) days of the Completion Date (the “**Delivery Date**”).
- 7.2 All delivery expenses, including crating expenses, are the responsibility of the Patron.
- 7.3 If agreed between the Artist and the Patron in advance, the Artist shall assist in the installation of the Commissioned Works and shall co-operate with those persons engaged by the Patron to install the Commissioned Works.
- 7.4 All costs and arrangements for installation of the Commissioned Works are the responsibility of the Patron.
- 7.5 If agreed between the Artist and Patron in advance, after installation of the Commissioned Works the Artist shall, if necessary, touch up and/or repair the Commissioned Works to ensure its conformity to the Final Design. The Patron shall bear any expenses so incurred.

8. Insurance and Risk of Loss

- 8.1 The Artist shall obtain, at his or her sole expense, all-risks insurance covering direct physical loss or damage to drawings, models, the materials and equipment used in connection with the Commissioned Works, as well as the Commissioned Works, from the date the Artist commences the Preliminary Design until the earlier of:
- a. the Artist delivers the Commissioned Works to an agreed carrier for transportation of the Commissioned Works to the Patron; or
 - b. the Artist delivers the Commissioned Works directly to the Patron.
- 8.2 The Patron shall obtain, at its sole expense, all-risks insurance covering loss of or damage to the Commissioned Works from the earlier of:
- a. the Artist delivers the Commissioned Works to an agreed carrier for transportation of the Commissioned Works to the Patron; or
 - b. the Artist delivers the Commissioned Works directly to the Patron,
- until such time as the Fee, Expenses and any other amounts payable to the Artist for the Commissioned Works are paid in full.
- 8.3 If the Commissioned Works are lost or damaged while in the possession of the Artist, upon the election of the Patron, the Artist shall either use the proceeds of the insurance policy obtained by the Artist pursuant to paragraph 8.1 of this Agreement to:
- a. repair the Commissioned Works if repair is possible; or
 - b. reimburse the Patron for any amounts which have been paid to the Artist by the Patron for the Commissioned Works, provided however the Artist shall retain ownership and possession of the Commissioned Works; and

any insurance proceeds remaining thereafter are the property of the Artist.

- 8.4 If the Commissioned Works are lost or damaged while in the possession or at the risk of the Patron pursuant to paragraph 8.2 of this Agreement, the Patron hereby assigns and holds in trust the proceeds of the insurance policy obtained by the Patron under paragraph 8.2 of this Agreement and such further monies from the Patron as may be required to:
- a. pay the Artist in full with respect to all Fees, Expenses and such other amounts owing to the Artist by the Patron; and
 - b. repair the damage to the Commissioned Works and any amounts owing to the Artist therefor, if so elected by the Patron and agreed to by the Artist.

- 8.5 The Patron shall bear all risk of loss or damage to the Commissioned Works for all periods not specifically ascribed to the Artist under this Agreement.

9. Maintenance and Repair

- 9.1 The Patron will use its best efforts to maintain and repair the Commissioned Works and the cost of all maintenance and repair shall be the responsibility of the Patron.

- 9.2 If any maintenance or repair of the Commissioned Works is required that affects the artistic integrity of the Commissioned Works, the Patron agrees to contact and seek the advice of the Artist before effecting any maintenance or repair. The Patron agrees that the Artist shall have a right of first refusal to carry out any such maintenance and repair.

- 9.3 If the Artist is unavailable or unwilling to carry out the maintenance and repairs described above, the Patron shall make all reasonable efforts to ensure that the artistic integrity of the Commissioned Works is not injuriously affected in any maintenance or repair the Patron undertakes.

- 9.4 If the Patron fails to maintain and repair the Commissioned Works, the Artist shall have the right to effect any necessary maintenance and repair and the Patron agrees to pay for any such maintenance and repair. The Artist shall forward to the Patron an invoice within fourteen (14) days of the day the repair or maintenance is completed and the Patron shall reimburse the Artist within thirty (30) days of receipt of the invoice.

- 9.5 If the Commissioned Works are substantially damaged in the opinion of the Artist, the Artist shall have the right to repurchase the Commissioned Works at salvage cost.

10. Intellectual Property

- 10.1 The Artist retains all Intellectual Property Rights in and to the Commissioned Works, the Preliminary Design, the Final Design and all work incidental to the creation of the Commissioned Works.

- 10.2 If the Patron wishes to exercise any of the rights granted to the Artist under the *Copyright Act* (Canada), the Patron shall obtain a license from the Artist permitting such use at a fee to be negotiated. If the right the Patron seeks to exercise is administered by a copyright collective of

which the Artist is a member, the Patron shall obtain any license required to exercise the right from the collective administering the right at the license fee then in force.

10.3 The Artist reserves all moral rights in the Commissioned Works, the Preliminary Design, the Final Design and all work incidental to the creation of the Commissioned Works. The Patron acknowledges that the Artist has not waived any moral rights in the Commissioned Works, the Preliminary Design, the Final Design and all work incidental to the creation of the Commissioned Works.

10.4 The Artist retains ownership of the Preliminary Design, the Final Design and all work incidental to the creation of the Commissioned Works, and every copy thereof.

10.5 The Artist has the right to possess the Commissioned Works for one period of sixty (60) consecutive days every five-year period commencing from the Delivery Date. The Artist shall obtain all-risks insurance coverage sufficient to insure the fair market value of the Commissioned Works for each period the Commissioned Works are in the possession of the Artist. The Artist shall pay all transportation and crating costs related to his or her possession of the Commissioned Works.

11. Promotion of the Commissioned Works

11.1 The Artist has the right to use the Patron's name and likeness in any manner in connection with promotion of the Commissioned Works.

12. Resale Rights

12.1 If the Patron sells the Commissioned Works, the Artist shall be entitled to fifteen percent (15%) of the difference between the sale price of the Commissioned Works obtained by the Patron (including a commission or other expense incurred by the Patron to effect the sale) and the Fee paid to the Artist pursuant to this Agreement. If the Commissioned Works are transferred other than by sale, fifteen percent (15%) of the increase in the fair market value of the Commissioned Works as of the date of the transfer shall be paid to the Artist.

12.2 The Patron shall keep a record of the sale or transfer and shall forward a copy of the bill of sale together with the amount owing to the Artist within fourteen (14) days of sale or transfer.

12.3 The Patron shall notify the buyer or transferee of the Commissioned Works that the Artist retains all Intellectual Property Rights in and to the Commissioned Works.

13. Patron's Rights

13.1 Subject only to the moral rights of the Artist, the Patron has the right to move the Commissioned Works.

13.2 The Patron has the right to resell the Commissioned Works, subject to the resale rights defined in paragraphs 12.1 and 12.2 of this Agreement.

14. Termination

- 14.1 The Patron shall have fourteen (14) days after delivery of the Preliminary Design and again after delivery of the Final Design, as the case may be, to determine whether it wishes to proceed with the creation of the Commissioned Works. Should the Patron not wish to proceed, it shall give written notice to the Artist within fourteen (14) days of the Preliminary Design Date or the Final Design Date, as the case may be, and this Agreement shall be terminated on the day the Artist receives notice of termination.
- 14.2 Upon termination of the Agreement by the Patron, the Patron shall be liable for the amount of the Fee, plus any taxes, duties or levies thereon due as of the termination date, according to the schedule in paragraph 6.2 of this Agreement, together with all expenses incurred by the Artist up to and including the termination date which are the responsibility of the Patron and which have not been paid to the Artist. The parties agree that apart from any amounts owing to the Artist under this paragraph, the Artist shall not have any claims against the Patron as a result of its termination of this Agreement.
- 14.3 If the Patron does not give written notice to the Artist of its intention not to proceed within fourteen (14) days of the Preliminary Design Date, then the Patron shall be deemed to have approved the Preliminary Design and the Artist shall prepare the Final Design.
- 14.4 If the Patron has approved the Preliminary Design but does not give written notice to the Artist of its intention not to proceed within fourteen (14) days of the Final Design Date, then the Patron shall be deemed to have approved the Final Design and the Artist shall proceed to complete the Commissioned Works.
- 14.5 This Agreement shall terminate automatically and without notice upon:
- a. the death or incapacity of a Party who is an individual;
 - b. the dissolution or winding up of a Party who is a corporate body; or
 - c. the commencement of bankruptcy proceedings in respect of a Party or the date on which a receiver, custodian, liquidator, sequestrator, monitor, receiver and manager or any other person with similar powers is appointed for a Party or for any substantial part of a Party's property or any substantial part of a Party's property is seized by another person.
- 14.6 In the case of a breach of a term of this Agreement, the non-breaching Party may terminate, at its sole option, by giving the other Party ten (10) days written notice. If the breach is cured to the satisfaction of the non-breaching Party within the ten (10) day notice period, then this Agreement may continue in force, at the sole discretion of the non-breaching Party.
- 14.7 Upon termination of this Agreement, any part of the Preliminary Design, the Final Design or Commissioned Works in the possession of the Patron or the Patron's agents shall be returned to the Artist at the Patron's expense.
- 14.8 The Patron's obligation to pay the Artist any fee or payment pursuant to this Agreement shall survive the termination or expiry of this Agreement.

15. Notice

15.1 Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail posted in Canada, the notice to the following address or number (or to such other address or number as either Party may specify by notice in writing to the other Party):

If to Artist, to the Artist at: _____

Facsimile No.: _____; Email Address: _____

If to the Patron, to the Patron at: _____

Facsimile No.: _____; Email Address: _____

15.2 Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the transmission was sent successfully to the number or address set out above, as the case may be.

15.3 Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the date first above written.

X _____
Signature of Witness

X _____
Signature of Artist

ARTIST NAME: _____

X _____
Signature of Witness

X _____
*Signature of Patron or
Authorized Signatory of Patron*

PATRON NAME: _____

SCHEDULE "A"
Interpretation and General Provisions

A. **Definitions**

When used in the body of this Agreement, the following words and terms shall have the following meanings:

1. **"Intellectual Property Rights"** means any and all existing and future legal protection recognized by law (whether by statute, in equity, at common law or otherwise) anywhere in the world in respect of the Artistic Works, including trade secret and confidential information protection, patents, copyright and copyright registration, industrial design registration and trade-marks and trade-mark registrations and other registrations or grants of rights analogous thereto;
2. **"including"**, when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter; and
3. **"person"** shall be construed as a reference to any individual, firm, company, corporation, joint venture, joint-stock company, trust, unincorporated organization, government or state entity or any association or a partnership (whether or not having separate legal personality) or two or more of the foregoing.

B. **General Provisions**

1. The Parties are independent contractors under the Agreement. The Parties are not engaged in a joint venture or partnership or employment relationship.
2. Any approval or consent to be given pursuant to the Agreement or any variation, alteration or waiver of any of the rights and obligations of the Parties under the Agreement must be in writing and signed by both Parties; however, the Artist retains the right to assign monies due to the Artist under the Agreement and to assign the copyright in all Artistic Works without the consent of any other person.
3. If the Artist is an Aboriginal person in Canada, the Parties agree that the protocols respecting the use of Aboriginal symbols or artefacts or matters of importance to Aboriginal peoples have been considered and adhered to by the Parties. The Parties covenant and agree that the Aboriginal protocols do not prevent either Party from entering into the Agreement nor from abiding by the terms and conditions of the Agreement. Any Aboriginal procedures, protocols or conditions applicable to this Agreement are listed and described in detail in Schedule "C" attached to this Agreement.

4. The waiver by a Party of strict compliance or performance of any of the terms and conditions of the Agreement or of any breach hereof on the part of the other Party shall not be held or deemed to be a waiver of any subsequent failure to comply strictly with or perform the same or any other term or condition of the Agreement or of any breach thereof.
5. The Agreement, and any other documents and instruments delivered pursuant to the Agreement, shall be governed by and construed in accordance with the laws of Saskatchewan and the laws of Canada applicable therein.
6. Each Party accepts and attorns to the exclusive jurisdiction of the Courts of Saskatchewan and all courts of appeal therefrom for any and all actions or matters arising out of or otherwise concerning the Agreement, without reference to conflict of laws rules, and the Parties further agree that, in addition to any other manner of service provided for by law, any and all pleadings and other documents, including those of an originating nature, to be served on the other Party, may be served on the Parties in the manner contemplated for notices under the Agreement and the Parties agree that such service shall be deemed for all purposes to be good and sufficient service of such pleading or other document, as the case may be.
7. The Parties agree to use their best efforts to settle any disagreements as to the meaning of the Agreement. If the Parties are unable to settle a dispute within fourteen (14) days, they agree, subject to the Agreement, to mediation using a single mediator acceptable to the Parties. If the Parties cannot agree on a mediator, then the Parties may request that CARFAC Saskatchewan appoint a mediator with respect to their dispute. If the mediation is unsuccessful, the disagreement will be subject to arbitration pursuant to *The Arbitration Act, 1992* (Saskatchewan), as may be amended. The Parties shall agree on an arbitrator. If the Parties cannot agree on an arbitrator, then the Parties may request that CARFAC Saskatchewan appoint an arbitrator with respect to their dispute. The cost of mediation and arbitration shall be borne equally by the Parties.
8. The invalidity of any provision of the Agreement or any term, condition or covenant therein contained on the part of any Party shall not affect the validity of any other provision or covenant thereof or therein contained as each such covenant and provision is separate and distinct.
9. The provisions contained in the Agreement and all Schedules attached to this Agreement constitute the entire agreement between the Parties and supersede all previous communications, representations, and agreements, whether oral or written, between the Parties with respect to the subject matter thereof, there being no representations, warranties, terms, conditions, undertakings, or collateral agreements (express, implied, or statutory), between the Parties other than as expressly set forth in the Agreement.
10. The Agreement may be executed in several counterparts and delivered by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

11. Time is of the essence of the Agreement.
12. The Agreement, and any other documents and instruments given pursuant thereto shall enure to the benefit of and be binding upon the Parties and the respective heirs, executors, administrators, successors and permitted assigns, as the case may be.
13. The Parties shall from time to time execute and deliver all such other and further deeds, documents, instruments and assurances as may be necessary or required to carry into force and effect the purpose and intent of the Agreement.

CARFAC Saskatchewan created this document and the accompanying notes to provide artists and others with information of a general nature only. The document and accompanying notes are not intended as a substitute for professional legal consultation and legal advice in any particular case. CARFAC Saskatchewan is not entitled to and does not hereby provide legal advice. Do not rely on this document and notes as professional legal advice; seek detailed legal advice before acting or relying upon any information contained in this document or accompanying notes. While this document and notes are based on information that was accurate and up-to-date as at the date of drafting, the accuracy and currency of any information will change over time. CARFAC Saskatchewan makes no representations whatsoever as to the applicability or suitability of this document or any accompanying notes to any particular person or circumstance. CARFAC Saskatchewan disclaims any and all liability for any reliance by anyone upon this document and the accompanying notes.

Schedule "B"
Commissioned Works

List and provide a detailed description of all Commissioned Works below, including a description of materials/medium, dimensions, theme, the value per work, and any other relevant information. Include all specific instructions of the Patron.

X _____
Signature of Artist

X _____
*Signature of Patron or
Authorized Signatory of Patron*

Schedule "C"
Aboriginal Procedures, Protocol or Conditions

If applicable, list and describe below all Aboriginal procedures, protocols or conditions applicable to this Agreement.

X _____
Signature of Artist

X _____
*Signature of Patron or
Authorized Signatory of Patron*

Schedule "D"
Expenses

List all expenses that may be incurred by the Artist and shall be reimbursed by the Patron. Include any limits on the amount of each expense that the Patron shall reimburse.

X _____
Signature of Artist

X _____
*Signature of Patron or
Authorized Signatory of Patron*

Schedule "E"
Preliminary Design

X _____
Signature of Artist

X _____
*Signature of Patron or
Authorized Signatory of Patron*

Schedule "F"
Final Design

X _____
Signature of Artist

X _____
*Signature of Patron or
Authorized Signatory of Patron*