

## **Kindle Arts Grant Agreement**

**Please accept or decline your grant by responding to this agreement, via email, with the “Statement of Acceptance” found at the bottom of the agreement, copy and pasted into the body of the email by \_.**

I, \_\_\_\_\_ (hereafter "Artist") and the Kindle Arts Society (hereafter "Kindle Arts") hereby enter into an agreement under the following terms:

Kindle Arts has agreed to support the creation of the Project: \_\_\_\_\_

as described in the Artist's submitted grant application.

Kindle Arts will pay the Artist a total of \$\_\_\_\_ dollars in two instalments.

The first instalment of (50% of total) \$\_\_\_\_ will be sent within 14 days of this agreement being accepted by the Artist and delivered to Kindle Arts by email at [grants@kindlearts.ca](mailto:grants@kindlearts.ca)

The second instalment of (50% of total) \$\_\_\_\_ will be paid within 30 days of the completion of the responsibilities of the Artist.

Once notified by email, Artists will have **one week** to accept or decline the grant by responding to this agreement, via email, with the “Statement of Acceptance” copied from below.

Money awarded shall be claimed by artists before the cutoff date of the next granting cycle. Any money not claimed by that point will be added back into the pool and granted to the artists of the next cycle. If your project is not yet complete, and you plan on claiming the money late, please contact [grants@kindlearts.ca](mailto:grants@kindlearts.ca) and we will earmark it and not return it to the pool.

In all situations, all money must be claimed within **one year** of being awarded. Any unclaimed money will be returned to the pool. If the artist is unable to complete the piece, all money awarded must be returned to Kindle Arts. If the money is not returned, Kindle Arts reserves the right to decline future requests for funding.

### **Responsibilities of the Artist:**

- 1) Complete the Project as described in the Artist's submitted grant application.
- 2) Present the Project at a Kindle Arts event within **one year** of completing this agreement.

3) **Deliver two high resolution photographs** of the project at a Kindle Arts event to the Society via email to [grants@kindlearts.ca](mailto:grants@kindlearts.ca) **within two weeks of the event**. These photographs may be used in print or on-line for documentary, promotional, or other purposes by Kindle Arts. **DO NOT FORGET THIS STEP!** You must send us these photos to qualify for the second half of your grant! If the photographs are not yours, please gain the permission of the photographer and provide a copy of the permission along with their name and contact info when submitting photographs.

4) Remove the Project and all remaining materials, supplies, and debris, and restore the location where the Project was displayed or performed to the same condition it was in or better before the Project was displayed. All of our events are Leave No Trace events.

5) If requested, provide Kindle Arts with updates or progress reports on the state of the Project.

6) Communicate with Kindle Arts if there is a substantial likelihood that the Project will not be completed.

#### **Responsibilities of Kindle Arts:**

1) Deliver first instalment within 14 days of receiving a signed agreement from the Artist.

2) Deliver second instalment within 30 days of Artist completing their responsibilities.

#### **The Fine Print:**

Artist will retain full ownership of, and responsibility for their project at all times, however, Kindle Arts retains the right to use the delivered photographs, Artist's name, and description of the project.

Artist is solely responsible for ensuring that the Project does not pose an unreasonable risk of harm to participants at the Kindle Arts event. Artist understands that participants may interact with the Project in unexpected ways, including by climbing on it or touching it, and agrees that Project shall be constructed in a fashion calculated to avoid injury in the event of such interactions. Artist shall supervise the Project as necessary to ensure that it does not present a risk of injury. Artist agrees to indemnify and hold harmless Kindle Arts and its agents, volunteers, directors, and others associated with it, from any claim of damages relating to or arising from the Project.

If the Project involves fire in any respect, Artist agrees to check the status of, and abide by, any local fire bans in effect at the time and location of the Kindle Arts event as well as to abide by all

instructions and orders given by Kindle Arts regarding the use of fire or flammable materials at the event.

The Artist will respond to all communications from Kindle Arts concerning the Project in a timely manner.

**ARTIST: Please follow the instructions below.**

I have read and understand the Kindle Arts Grant Guidelines, Application, and this Agreement.

**Please reply to this email to which this agreement has been attached, with the following sentence in the body of the reply email. The Artist agrees to abide by this agreement:**

“I, (NAME HERE), agree to follow all of the conditions set forth in this agreement with Kindle Arts for the production of (YOUR PROJECT)”

**KINDLE ARTS SOCIETY**

Agreed to by

Victoria Nykodym

Grants Co-Lead - 2019

On Behalf of the Kindle Arts Society Board of Directors

