

# Misericordia Community Hospital Art Enrichment Program

## Information for Artists and Groups

- Artist's agreement/contract forms for each participants can be obtained from Volunteer Services (780.735.2754). These must be completed and submitted to Volunteer Services on your hanging day. Both parties must be in agreement and signed prior to your hanging date.
- A list of all works must be compiled and given to Volunteer Services. Include the following information: **Name, Title, Medium, Phone Number and Price**. A brief description about the artist or group should accompany the paintings and be hung adjacent to your show. (Note: Please provide address and contact information, should a sale of art occur)
- \*For safety, your submissions **MUST** be securely framed and wired. Additional hanging wire and fixative will be supplied to secure paintings and labels to the walls. Secure identification to the back of each painting.
- ***If you require a dolly*** for transporting your paintings from your vehicle, call Marilyn Lapasen 780.735.2754 **ahead of time**. You may unload near the front entrance but then move your vehicle to the parking lot. All equipment (step stool, container of wire, pliers, putty) is available at the Volunteer Office and must be returned after use.
- \*In the event that a painting is sold, the Volunteer Office, (who usually notifies the artist), will handle the transaction. 20% of the purchase price is retained by the hospital, the remainder is mailed to the Artist. The hospital accepts Cash, Cheques as well as Visa and Master Card. Sold paintings are held in the Volunteer Office until full payment is rendered, then released to the purchaser. ***\*Do not hesitate to call our office, should you not receive a cheque in the mail. The process can take up to 6-10 weeks. Your patience is appreciated!***
- **YOU ARE RESPONSIBLE** for hanging and taking down your paintings. **PLEASE** ensure that you have sufficient assistance (two or more) people, as hanging is arduous work.
- \*\*\*YOU are responsible for any insurance coverage, in case of loss or damage to your work.
- ***Hanging time is at 11:30 am*** on the day your show starts. ***Take down time is 9:00 - 11:00am*** on the last day of your show. (Usually on a Friday, unless otherwise specified.)  
\*\*\*Please abide by these times, so that there is minimal congestion in the hospital halls. This is important.\*\*\*
- **Labels** are your responsibility. (See sample). Please indicate Volunteer Office phone number (780.735.2754) be marked on your labels for the wall, as they process all sales.

- Your hanging date is at 11:30 a.m. on \_\_\_\_\_
- Take down date is at 9:00—11:00 a.m. on \_\_\_\_\_
- When taking painting down, please **DO NOT CUT WIRE**, as it is re-used.
- **PARKING:** Unload your paintings at the front entrance. Then pick-up your parking passes at the Volunteer Office before driving to the visitors' parking lot.

**Reminder:** Contact Marilyn @ 780.735.2754 to make arrangement to meet for an Orientation prior to hanging e.g. hallway, supplies, cart, parking passes, etc.

Display Card Sample Size (2" x 3.5")

The Friends Artists' Society	
<b>Magda Green</b>	
<b><u>MY DREAM HOME ON THE FARM</u></b>	
Oil	\$300.00
For more information, please call 780.735.2754	

This Art Exhibition Agreement (the "Agreement") made effective this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date")

BETWEEN:

**COVENANT HEALTH**

- and -

**"LEGAL NAME OF ARTIST"**  
**("ARTIST")**

**1. TERM**

1.1 The term of the Agreement shall commence on \_\_\_\_\_, 20\_\_ and conclude on \_\_\_\_\_, 20\_\_ unless terminated earlier in accordance with Article 5 (the "Term").

**2. ACCESS**

2.1 During the Term, the ARTIST will be given access to the \_\_\_\_\_ (the "Facility") in order to setup and install Artwork at the Facility (the "Installation") or take down and remove Artwork from the Facility (the "Removal").

2.2 Scheduling and organization of the Installation and Removal will be agreed upon between the parties in advance.

2.3 Both the Installation and Removal shall be completed in accordance with COVENANT HEALTH's applicable policies, procedures and rules and, whenever on COVENANT HEALTH property, the Artist shall follow COVENANT HEALTH's applicable policies, procedures and rules.

**3. ARTIST Responsibilities and Costs**

3.1 The ARTIST shall:

- a) at its own cost, supply its own supplies, equipment, tools and transportation as required in order to complete the Installation and Removal;
- b) provide the background information requested in Schedule A;
- c) ensure that the Artwork is ready to be installed prior to the Installation; and
- d) co-operate with COVENANT HEALTH to complete the Installation and Removal. For clarity, it is the sole responsibility of the ARTIST to perform the Installation and Removal.

**4. COVENANT HEALTH Responsibilities**

4.1 COVENANT HEALTH shall:

- a) supply to the ARTIST, or their representative, reasonable access to the Facility, as COVENANT HEALTH deems necessary to facilitate Installation or Removal;
- b) provide a cart for transporting the Artwork and Artist's supplies within the Facility.

- c) produce a title card and biography display page for the Artwork; and
- d) administer sales of the Artwork.

## **5. SALES AND DONATIONS**

- 5.1 COVENANT HEALTH Volunteer Services shall facilitate sales of Artwork to the general public on behalf of the ARTIST in accordance with the sale prices listed in Schedule A.
- 5.2 All sales of Artwork are final. The ARTIST accepts that any Artwork which has been sold cannot be recovered. If the ARTIST no longer wishes to sell specific Artwork, the ARTIST must arrange and complete Removal of the Artwork prior to any sale.
- 5.3 If Artwork has been sold, COVENANT HEALTH shall notify the ARTIST and shall issue a cheque for the sale proceeds within 60 days of the sale.
- 5.4 The ARTIST agrees that 20% of the sale price of any Artwork shall be provided to the Covenant Health Art Enrichment Program. This 20% shall be automatically deducted by Covenant Health from any sale proceeds prior to the proceeds being distributed to the ARTIST.
- 5.5 If accepted by COVENANT HEALTH, the ARTIST may donate the Artwork to COVENANT HEALTH. COVENANT HEALTH shall provide the ARTIST with a charitable donation receipt for the full value of any donated Artwork provided that the ARTIST submits an approved appraisal, completed by an independent 3<sup>rd</sup> party appraiser, for the Artwork to the Manager, Volunteer Services.

## **6. INDEMNIFICATION AND LIMITATION OF LIABILITY**

- 6.1 The ARTIST indemnifies, and shall defend, protect and hold harmless COVENANT HEALTH from and against all claims, penalties, suits, actions, liability, loss, damage and expense (the "Losses") arising from the negligent acts or omissions of the ARTIST and its employees, agents, or representatives arising from the performance of this Agreement.
- 6.2 The ARTIST indemnifies, releases and holds harmless COVENANT HEALTH from and against all Losses arising from any injury suffered by the ARTIST or its employees, agents, or representatives in the performance of this Agreement, provided that such Losses do not arise out of COVENANT HEALTH's negligence or willful misconduct.
- 6.3 Unless due to COVENANT HEALTH's gross negligence or willful misconduct, COVENANT HEALTH shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed under this Agreement.
- 6.4 The ARTIST releases COVENANT HEALTH from responsibility for any damage to or loss of Artwork for any reason whatsoever. It is the ARTIST's exclusive

responsibility for insuring the Artwork where the ARTIST is solely responsible for any insurance payments or deductible.

## **7. TERMINATION**

- 7.1 Either party may terminate this Agreement on thirty (30) days' written notice without cause and the parties acknowledge that the said notice period is reasonable.
- 7.2 COVENANT HEALTH may terminate this Agreement immediately for breach of this Agreement by the ARTIST or if there are reasonable grounds to suspect that the Installation or Removal endangers the safety of COVENANT HEALTH patients or staff or may result in damage to COVENANT HEALTH property.

## **8. NOTICE**

- 8.1 All notices pursuant to this Agreement shall be in writing and shall be served personally or mailed by registered mail, postage prepaid return receipt requested, addressed as follows:

To: Covenant Health Volunteer Services  
Misericordia Hospital  
16940 – 87 Avenue  
Edmonton AB T5R 4H5

To: Artist  
-Name of Artist:  
-Address:  
-Email  
-Phone #

## **9. GENERAL**

- 9.1 The Agreement may not be assigned by the ARTIST without the prior written approval of COVENANT HEALTH.
- 9.2 If the ARTIST uses an employee, agent, contractor or other representative (the "Representative") to fulfill its obligations under this Agreement, the ARTIST shall ensure that any such Representative shall be familiar with the terms of this Agreement. The ARTIST remains liable at all times for its obligations under this Agreement and for any breach of this Agreement by its Representative.
- 9.3 COVENANT HEALTH reserves the right to refuse Installation, or to remove any already installed Artwork, if it deems the Artwork to be inappropriate in its sole discretion.
- 9.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties submit to the exclusive jurisdiction of the courts in the Province of Alberta, without giving effect to principles of conflicts of laws which would impose the law of another jurisdiction.
- 9.5 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, then the

remainder of this Agreement or application of such term, covenant or condition to a party or circumstance shall not be affected and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

- 9.6 Each party acknowledges that it has not relied upon the other party for any advice, whether legal, accounting or otherwise, with respect to this Agreement.
- 9.7 No action or failure to act by a party shall constitute a waiver of any right or duty of that party under the Agreement except as specifically agreed to in writing.
- 9.8 The Agreement supersedes and replaces all other existing agreements between the parties with respect to the performance of the Installation and Removal. There are no representations, warranties or agreements, either written or oral, which are binding on the parties and which are not contained, or referred to, in the Agreement.
- 9.9 This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

The parties have executed this Agreement as of the Effective Date.

**COVENANT HEALTH:**

**BRENDA SHIM**  
MCH & Villa Caritas Volunteer Services Manager

**“LEGAL NAME OF ARTIST”**

\_\_\_\_\_  
Name:

**SCHEDULE A**

ARTIST biography:



Complete description of works (the "Artwork"):

<b>Title</b>	<b>Dimensions</b>	<b>Sale Price</b>	<b>Other Comments</b>

This Site Access Agreement (the "Agreement") made effective this \_\_\_ day of \_\_\_\_\_, 20\_\_\_  
(the "Effective Date")

BETWEEN:

**COVENANT HEALTH**

- and -

**"LEGAL NAME OF ARTIST"  
("ARTIST")**

**1. TERM**

1.1 The term of the Agreement shall commence on the Effective Date and conclude at 11:59 pm on \_\_\_\_\_, 20\_\_ unless terminated earlier in accordance with Article 5.

**2. ACCESS**

2.1 In accordance with COVENANT HEALTH's applicable policies, procedures and rules, the ARTIST will be given access to the \_\_\_\_\_ (the "Facility") on \_\_\_\_\_, 20\_\_ in order to take down, dismantle and remove their art from the Facility (the "Removal").

2.2 Scheduling and organization of the Removal will be agreed upon between the parties in advance of the Removal.

2.3 The Removal shall be completed in accordance with COVENANT HEALTH's applicable policies, procedures and rules.

**3. FACILITIES AND SUPPLIES**

3.1 COVENANT HEALTH will supply to the ARTIST, or their representative, reasonable access to the Facility, as COVENANT HEALTH deems necessary to facilitate the Removal.

3.2 The ARTIST will, at its own cost, supply its own supplies, equipment, tools and transportation as required in order to complete the Removal.

**4. INDEMNIFICATION AND LIMITATION OF LIABILITY**

4.1 The ARTIST indemnifies, and shall defend, protect and hold harmless COVENANT HEALTH from and against all claims, penalties, suits, actions, liability, loss, damage and expense (the "Losses") arising from the negligent acts or omissions of the ARTIST and its employees, agents, or representatives arising from the performance of this Agreement.

4.2 The ARTIST indemnifies, releases and holds harmless COVENANT HEALTH from and against all Losses arising from any injury suffered by the ARTIST or its employees, agents, or representatives in the performance of this Agreement,



provided that such Losses do not arise out of COVENANT HEALTH's negligence or willful misconduct.

4.3 Unless due to COVENANT HEALTH's gross negligence or willful misconduct, COVENANT HEALTH shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed under this Agreement.

**5. TERMINATION**

5.1 Either party may terminate this Agreement upon five (5) days' written notice without cause and each party acknowledges that the said notice period is reasonable.

5.2 COVENANT HEALTH may terminate this Agreement immediately for breach of this Agreement by the ARTIST or if there are reasonable grounds to suspect that the Removal endangers the safety of COVENANT HEALTH patients or staff.

**6. GENERAL**

6.1 The Agreement may not be assigned by the ARTIST without the prior written approval of COVENANT HEALTH.

6.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties submit to the exclusive jurisdiction of the courts in the Province of Alberta, without giving effect to principles of conflicts of laws which would impose the law of another jurisdiction.

6.3 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, then the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance shall not be affected and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

The parties have executed this Agreement as of the Effective Date.

**COVENANT HEALTH**

\_\_\_\_\_  
Name & Title:

**“LEGAL NAME OF ARTIST”**

\_\_\_\_\_  
Name