

EXHIBITION LOAN (PUBLIC) AGREEMENT FOR SASKATCHEWAN VISUAL ARTISTS

FOR USE WITH PUBLIC OR ARTIST-RUN GALLERIES (REV 2010-07-12)

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.

EXHIBITION LOAN (PUBLIC) AGREEMENT

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

BETWEEN:

_____ (the “**Artist**”)

AND:

_____ (the “**Gallery**”)

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 Artist wishes to lend to the Gallery certain Artistic Works for the purposes of exhibition and the Gallery agrees to exhibit the works on behalf of the Artist;

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 Gallery (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. Loan and Exhibition of Artistic Works

- 2.1 The Artist hereby agrees to lend to the Gallery for the purposes of exhibition and Gallery agrees to exhibit those Artistic Works as are described in Schedule “B” attached to this Agreement (the “**Loaned Works**”).
- 2.2 A photograph of each Loaned Work may be attached to each copy of this Agreement for reference purposes.
- 2.3 The Gallery agrees to exhibit the Loaned Works for the Term.
- 2.4 The exhibition of the Loaned Works will be open to the public during the regular business hours the Gallery is open to the public, which are as follows:

Gallery opening time: _____

Gallery closing time: _____

2.5 The Loaned Works will be exhibited by the Gallery at the following location [*civic address and description of area in building*] _____ (the “Venue”).

2.6 The Loaned Works will be exhibited in a [*group or solo*] _____ exhibition.

2.7 Prior to opening the exhibition to the public, the Artist will be invited by the Gallery to attend a preview of the exhibition of the Loaned Works on the _____ day of _____, 20_____, between the hours of _____ and _____, at the Venue.

3. Fees

3.1 For the right to exhibit the works, the Gallery shall pay the Artist a fee of \$ _____ (the “Royalty Fee”), which shall be paid to the Artist at the time of execution of this Agreement.

3.2 The Royalty Fee shall be exclusive of any applicable sales taxes.

4. Delivery and Return of Loaned Works

4.1 The Gallery shall be responsible for crating and shipping the Loaned Works from the Artist’s studio to the Venue and returning the Loaned Works to the Artist, at the addresses and time set out below or as may be agreed to by the Parties.

Pick up address: _____

Pick up telephone: _____

Date and time to be picked up: _____

To be picked up by: _____

Return address: _____

Return telephone: _____

Date and time to be returned: _____

To be returned by: _____

4.2 The Gallery shall pay all costs incurred to crate and ship the Loaned Works.

4.3 The Gallery shall provide the Artist with a condition report in the form attached as Schedule “D” to this Agreement within five (5) days of delivery of the Loaned Works to the Venue.

4.4 The Gallery shall be responsible and liable for returning the Loaned Works in the same condition as when picked up from the Artist.

5. Insurance and Risk of Loss

- 5.1 The Gallery shall be responsible for and indemnify the Artist for all risk of loss or damage to the Loaned Works from the time the Loaned Works are picked up at the Artist's studio by the Gallery until the time the Loaned Works are returned to the Artist. The Gallery agrees to pay the Artist the agreed valuation of each Loaned Work lost, stolen, damaged or destroyed as such value is specified in Schedule "B" attached to this Agreement.
- 5.2 The Gallery shall obtain all-risks insurance coverage to be in effect from the time the Loaned Works leave the Artist's studio until the time the Loaned Works are returned to the Artist. The insurance shall be in an amount not less than the total insurance value of all Loaned Works described in Schedule "B" attached to this Agreement. At the request of the Artist, or upon any change to the insurance policy, the Gallery shall provide the Artist with a copy of the insurance policy.
- 5.3 The Gallery agrees and covenants that the Gallery is solely responsible for the payment of any deductible related to an insurance claim, and agrees that the amount of the deductible, if any, shall not be deducted from the amount payable to the Artist in the event of loss or damage to the Loaned Work.

6. Damage to Loaned Works

- 6.1 The Gallery shall be responsible for the cost and repair of any Loaned Works which are damaged while in the care and possession of the Gallery. The Gallery agrees to immediately inform the Artist of any such damage and shall not repair any damage without the Artist's consent.
- 6.2 The Gallery shall not be required to pay for repairs in an amount that exceeds the value of the Loaned Work as described in Schedule "B" attached to this Agreement. If the repair cost is greater than the value of the Loaned Work, then Gallery's liability shall be limited to the value of the Loaned Work.

7. Installation and Removal

- 7.1 The Gallery shall be responsible for the installation and removal of the Loaned Works at the Venue.
- 7.2 The Artist shall supply each Loaned Work to the Gallery in a condition ready for display unless special installation, framing or mounting of the Work is required at the Venue.
- 7.3 If required by the Gallery, the Artist agrees to be available to and consult with the Gallery with respect to the installation or removal of the Loaned Works at the Venue.
- 7.4 The Artist shall have the right to inspect the Loaned Works upon giving reasonable notice to the Gallery while the Loaned Works are in the possession of the Gallery.

8. No Sale of Work

8.1 The Gallery shall not sell the Loaned Works on the Artist's behalf during the Term of this Agreement, unless alternative arrangements are agreed to by both Parties in writing.

9. Artist's Control, Reproduction, and Intellectual Property

9.1 The Gallery shall obtain the Artist's prior written consent for all reproductions of the Loaned Works. At all times the Artist shall have the right to control the use of any reproduction of the Loaned Works.

9.2 The Artist retains all copyright and all other Intellectual Property Rights in and to the Loaned Works.

9.3 The Artist reserves all moral rights in the Loaned Works. The Gallery acknowledges that the Artist has not waived any moral rights in the Loaned Works.

9.4 Subject to Article 9.1 of this Agreement, the Gallery may take photographs of the Loaned Works for the purposes described in Article 9.5 below. The photographs shall be taken by the Gallery or its agent at the Gallery's expense.

9.5 Subject to all of the provisions of Article 9 of this Agreement, the Artist grants the Gallery an exclusive, non-transferable, personal license to use photographs taken by the Gallery of the Loaned Works for reproduction in:

- a. an exhibition catalogue;
- b. promotional materials including posters, invitations, press releases;
- c. critical reviews of the exhibition; and
- d. archival storage relating to the history of the Gallery's exhibitions.

9.6 All photographs of the Loaned Works taken by the Gallery or its agent, the negatives of such photographs, and any copies of the photographic works in any form, shall be the property of the Artist. The Gallery shall deliver all such items, in any form, to the Artist at the close of the exhibition. All Intellectual Property Rights in such photographic works are retained by the Artist.

9.7 The Gallery shall pay the Artist a fee of \$_____, exclusive of any applicable taxes, duties and levies, in consideration of the reproduction rights licensed to the Gallery in Article 9.5 of this Agreement (the "**Reproduction Fee**"). The Reproduction Fee shall be payable to the Artist by the Gallery upon execution of this Agreement.

9.8 The Gallery acknowledges that the Loaned Works on loan under this Agreement are on loan solely for the purpose of exhibition at the Venue. The Gallery agrees that it shall make no other use of the Loaned Works without first obtaining the prior written consent of the Artist. If the Artist grants the Gallery the right to include the Loaned Works on a touring exhibition, Schedule "E" attached to this Agreement must be completed and signed by the Artist and the Gallery.

9.9 The Gallery acknowledges that any photographs or other reproductions of the Loaned Works that the Gallery is permitted to take are for the purpose of the exhibition only. The Gallery

agrees that it shall make no other use of the photographs without first obtaining the prior written consent of the Artist.

9.10 Except for purposes of delivery to and return from the Venue, the Gallery shall not move the Loaned Works from the Venue without the prior written consent of the Artist.

9.11 Upon termination of this Agreement, all rights or licenses granted to the Gallery under this Agreement shall revert to the Artist.

10. Warranty

10.1 The Artist represents and warrants that:

- a. the Artist is the sole author of the Loaned Works;
- b. the Loaned Works are original and do not infringe any existing Intellectual Property Rights of a third party;
- c. the Artist is the exclusive owner of the rights conveyed to the Gallery and the Artist has full power and authority to grant the rights to the Gallery; and
- d. the Artist has not previously assigned, pledged or otherwise encumbered the rights granted under this Agreement, except as may be described below:

11. Term and Termination

11.1 This Agreement shall be in effect from the date first written above and shall terminate on the ___ day of _____, 20___ (the "Term").

11.2 This Agreement may be renewed within thirty (30) days of the expiration date by mutual agreement of the Parties, in writing.

11.3 Either Party may terminate this Agreement by giving thirty (30) days written notice.

11.4 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.

11.5 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.

- 11.6 Upon termination of this Agreement, the Gallery shall return, at the Gallery's expense, all Loaned Works in the possession or control of the Gallery to the Artist.
- 11.7 The Gallery's obligation to pay the Artist any fee or payment pursuant to this Agreement shall survive the termination or expiry of this Agreement.

12. Notice

- 12.1 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 Gallery, to the Gallery at: _____

Facsimile No.: _____; Email Address: _____

- 12.2 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.
- 12.3 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.

[remainder of this page intentionally left blank]

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 Gallery or
Authorized Signatory of Gallery*

GALLERY 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"
Loaned Works

List and provide a detailed description of all Loaned Works below, including a description of materials/medium, dimensions, theme, the purchase price or value per work, and any other relevant information. Also provide a detailed description as to the condition the Loaned Work is in. Specify whether a photograph of the Loaned Work has also been attached to this Agreement.

X _____
Signature of Artist

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

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 Gallery or
Authorized Signatory of Gallery*

Schedule "D"
Loaned Works Condition Report

To be completed and delivered to the Artist within five (5) days of delivery of the Loaned Works to the Venue.

1.	Artist:	
2.	Date Report Completed:	
3.	Exhibition Number:	
4.	Title of Exhibition:	
5.	Exhibition Start Date:	
6.	Exhibition End Date:	
7.	Date Loaned Work delivered to Venue:	
8.	Comments on quality of packing and crating of Loaned Works:	
9.	List of Loaned Works received (describe in attached page if necessary):	

10.	Describe Damage to Loaned Work (if applicable, and describe in attached page if necessary):	a) Loaned Work:
		b) frame:
		c) damage:
		d) labelling:
		e) Inventory number:
		f) Cause of damage:
		g) Reason damage occurred:
		h) where in transit the damage occurred:
11.	Required Repairs to Loaned Works:	Required Repairs:
		Estimated Cost of Repairs:
12.	Other Relevant Information:	

X _____
 Signature of Gallery or
 Authorized Signatory of Gallery

Schedule "E"
Touring Exhibition

To be completed if the Gallery will take the exhibition on tour at locations other than the Venue.

1. The Artist and the Gallery agree that the Gallery shall tour and exhibit the Loaned Works at the additional locations described below *[civic addresses and description in building]*:

- a. _____;
- b. _____;
- c. _____;
- d. _____;
- e. _____;

(collectively, the "**Sub-venues**").

2. The Gallery shall:

- a. ensure that each Sub-venue agrees to abide by the terms of the Agreement;
- b. use its best efforts to ensure that each Sub-venue complies with the Agreement;
- c. monitor and record the condition of the Loaned Works while the Loaned Works are on tour;
- d. be liable for loss and damage to the Loaned Works while on tour;
- e. provide all-risks insurance for all Loaned Works on tour, until they are delivered to a purchaser or the Artist;
- f. arrange and pay for the crating and transportation of the Loaned Works while on tour; and
- g. return the Loaned Works to the Artist at the end of the tour.

3. Should the Artist's presence be required at any of the Sub-venues, the Gallery agrees to pay all costs of transportation to and from the Sub-venue and to pay for the Artist's accommodations. The Artist will be entitled to a per diem of \$ _____ which shall be paid by the Gallery.

4. The Gallery shall provide details of the tour schedule to the Artist upon request.

5. All of the Gallery's obligations under the Agreement shall remain in full force and effect while the Loaned Works are on tour.

Executed this _____ day of _____, 20____, at the _____ of _____, in the Province of Saskatchewan.

X _____
Signature of Witness

X _____
Signature of Artist

X _____
Signature of Witness

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