

NZ GARDEN & ARTFEST TRUST

“the Trust”

AND

THE INDIVIDUAL ARTIST

“the Artist”

INDEPENDENT ARTISTS AGREEMENT

BAY OF PLENTY
GARDEN
& ART
FESTIVAL 

This Contract is made in the 2-year festival cycle of 2023/2024 and relates to the Bay of Plenty Garden and Art Festival scheduled for November 14th – 17th November 2024.

BETWEEN NZ GARDEN & ART FESTIVAL TRUST (“the Trust”)

AND THE ARTIST (“the Artist”)

PREAMBLE

- A. The Trust has agreed to engage the Artist to carry out the Artwork referred to in Schedule A to this agreement and may from time to time be varied as provided below (“the Artwork”) on the terms and conditions as set out below.

- B. The parties agree and acknowledge that their relationship is one of independent contractor and principal.

IT IS AGREED AS FOLLOWS

1. OBLIGATIONS OF ARTIST

- 1.1. The Artist agrees to perform the Artwork in a timely, careful, efficient and competent manner in accordance with the terms of this agreement.
- 1.2. The Artist will:
 - 1.2.1 exercise due care and skill in the handling of records belonging to the Trust;
 - 1.2.2 not disclose to any person the terms of this agreement or confidential information which may be revealed to the Artist by the Trust in relation to carrying out this agreement;
 - 1.2.3 comply with such directions as the Trust may give in respect of the installation of the Artwork;
 - 1.2.4 work co-operatively with the Trust’s Festival Director, festival team and trustees’
 - 1.2.5 comply with the Health and Safety in Employment Act 1992 and any health and safety procedures of the Trust;
 - 1.2.6 not do anything to prejudice the good name of the Trust in dealings with third parties;
 - 1.2.7 will not delegate or have any other person perform his/her obligations under this agreement, or appoint any subcontractor, without the prior written consent of the Trust;

1.2.8 will, subject to the provision by the Trust of specific equipment and resources, provide, at his/her own cost, all equipment and resources necessary to enable them to perform their obligations under this agreement.

2. **PROGRESS**

2.1 During the term of this agreement the parties will hold regular meetings for the purpose of allowing the Festival Director or nominated deputy, to discuss with the Artist the progress in completion of the Artwork.

3. **TERMS**

3.1 The terms of this agreement and the Artist's charges shall be as set out in Schedule A.

3.2 The Artist agrees to pay the fees set out in Schedule A

3.3 The details of the engagement of the Artist by the Trust are as set out in Schedule A.

4. **STATUS OF ARTIST**

4.1 The Artist is an independent contractor and will be responsible for his/her own liability for tax and accident compensation premiums;

4.2 The Trust will not be responsible for any tax, penalty tax payments, or levies assessed against the Artist for the Trust due to non-compliance with clause 4.1. The Artist agrees to indemnify the Trust against any tax, penalty tax payments, or levies assessed against the Artist due to the Artist's non-compliance with this clause by the Artist.

5. **GENERAL CONDITIONS**

5.1 No waiver of any breach of this agreement shall be treated as a waiver of any other or any subsequent breach. The failure of either party to enforce any provision of this agreement at any time shall not be interpreted as a waiver of that provision.

5.2 This agreement constitutes the entire agreement between the parties and will supersede all previous negotiations, commitments and representations. Any variation to this agreement shall be in writing signed by both parties.

6. **ARTIST TO PROVIDE TOOLS AND MATERIALS**

6.1 The Artist will provide all necessary equipment, tools and materials to construct the artwork and effectively install artwork on site, prior to or including the opening of the Festival Expo site.

7. **PUBLICITY**

- 7.1 The Trust undertakes to provide all publicity for the event. The Festival will record and may use photography, film or other means of recording the construction and completed work, for the purposes of promoting the festival, and will credit the Artist for the artwork.
- 7.2 The Artist may record the artwork for his/her own purposes.

8. **CANCELLATION**

- 8.1 If this event is cancelled, the Artist may reschedule for a future engagement. The Artist may negotiate any return of deposits. If this event is cancelled during the hours of engagement, the Artist will receive full payment of the fee as described in Schedule A.

9. **DISPUTES**

- 9.1 Any dispute between the parties touching or affecting the terms of, or the rights or liabilities of the parties or either of them under, this agreement will be submitted to the arbitration of a sole arbitrator to be appointed by the parties or, if the parties are unable to agree, to be nominated by the President of the New Zealand Law Society or his or her nominee.

Signed on behalf of the Trust by

Witness Signature:
Name:
Occupation:
Address:

Signed by the Artist

Witness Signature:
Name:
Occupation
Address:

SCHEDULE A

Engagement:	<p>The Artist has agreed to exhibit their works at The Bay of Plenty Garden and Art Festival 2024</p>
Place of engagement:	<p>The artist agrees to exhibit within a garden or studio in the trail and/or the festival site as nominated by the Festival.</p> <p>The artist also agrees to have 1 piece of their work displayed at the main festival site at the festival gallery, with one more piece available to replace it if sold. The gallery will be manned by festival staff.</p>
Date of engagement:	<p>The artist agrees to have their work on display between the following festival opening hours</p> <p>Thursday 14th November 9.30 am - 5 pm</p> <p>Friday 15th November 9.30 am - 5 pm</p> <p>Saturday 16th November 9.30 am - 5 pm</p> <p>Sunday 17th November 9.30 am - 3 pm</p> <p>(viewing times may vary for those Artists selected to display their work at The Festival hub. Festival Management will communicate with Festival Hub artists regarding these times)</p>
Artist availability:	<p>The artist agrees to have their works ready for viewing by 9.00 am for the dates and times above and be in attendance at all times during the festival opening hours</p>
Artist Registration Fee:	<p>The Individual Artists will pay a fee of \$250 The Individual Art Studio - \$250 For Commercial Gallery - \$400 For Groups (2-4) - \$400</p> <p>The fee includes a photo of the artist's work and a profile of the artist to be used in the festival directory (a \$25 fee payable to the photographer at the time of appointment will be required for all 3D pieces if required)</p>

	The artist agrees to take their work to be photographed at the agreed date and time
	<p>This fee is payable via online registration or internet banking to the following account details on the following page:</p> <p>BNZ BANK NZ Garden & Art Festival Trust Account no: 02-0466-0084859-001</p> <p>Use your name as a reference and email your confirmation of payment to info@gardenandartfestival.co.nz</p> <p>A receipt will be issued upon confirmation of your payment if requested.</p> <p>Payment will be required within 30 days of registering.</p>
Security	Roving Security will be provided by the Trust throughout the garden trail and festival site for the duration of the festival. The Trust accepts no liability for any damages or loss
Other	Artists will be notified of meetings to be held in the lead up to the festival and it is intended that artists are available to attend these meetings so key information can be communicated.

Name _____

Signed _____

Date _____