

SECTION 1 – SUMMARY INFORMATION

This form must be completed by the grant applicant as part of the grant proposal. The Sponsor is responsible for obtaining the artist’s signature, and for uploading the completed form into the application. This confirms that both Sponsor and Artist agree to the following terms, subject to grant approval* by Nebraska Arts Council. Each party will receive notification when a grant is awarded.

*NOTE: if a grant award is less than requested, this agreement may be voided and/or revised to correspond to the actual amount awarded.

The Sponsor Organization and Artist agree to abide by Virtual AiS/C guidelines, and are responsible for developing a detailed schedule of activities prior to the start date. Daily artist-led activities must be limited to no more than five sessions; each session must not exceed one hour in length. **Reminder: Please make sure the information listed below matches your budget worksheet.**

1.1 SPONSOR CONTACT INFORMATION

Organization Name: _____ Contact name: _____
 Complete Address: _____
 Phone Number: _____ Contact email: _____

1.2 ARTIST CONTACT INFORMATION

Artist Name: _____
 Complete Address: _____
 Phone Number: _____ Artist Email: _____

1.3 PROPOSAL DETAILS

Start date: _____	End date: _____	Artist payment date: _____	*Payment must be made within 10 business days following completion of residency. Total fee is to be paid by the Sponsor to the Artist.
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Virtual AiS/C Visits (3 sessions):

AiS/C Visits are set at a flat fee of \$200. This includes planning and three online activity sessions.

If 'Virtual AiS/C Visits' is check-marked, enter \$200 for the **Total Artist FEE:**

Virtual AiS/C Residency (10 or more sessions):

Enter number of virtual sessions including one paid planning session for each 10 activity sessions:

Total Artist FEE @ \$50/session:

SECTION 2 – Sponsor and Artist Signatures

The Artist & Sponsor Agreement continues on the following page. Read Sections 3 through 7 before signing this contract. By signing below, you agree to the terms of the residency described in this document.

Sponsor Signature: _____ **Date:** _____

***Artist Signature:** _____ **Date:** _____

The ARTIST is not deemed to be an employee of the SPONSOR (FICA and income tax will not be deducted). **If the Artist is from out-of-state, please note: According to the Nebraska Department of Revenue, “Any person paying a nonresident for services performed in Nebraska may be required to withhold Nebraska income tax.” SPONSORS who contract with out-of-state ARTISTS should contact the Nebraska Department of Revenue to obtain form W-4NA.*

ARTIST & SPONSOR AGREEMENT - VIRTUAL PROGRAMS (CONTINUED)

SECTION 3 - Special Conditions

No special conditions apply to this agreement unless incorporated by reference herein and made a part of this agreement as is set forth herein.

SECTION 4 - Indemnification

The SPONSOR agrees to the NAC requirement to have a teacher or staff member host virtual sessions on behalf of the the artist and participants, and remain present during all sessions. The SPONSOR hereby agrees to hold harmless, indemnify and defend the artist from and against any and all damages, actions, causes of action, losses, injuries, liabilities, royalties, claims or other payments relating in any way to the program. The ARTIST hereby agrees to hold the SPONSOR and its agents harmless for any liability arising out of any and all acts or injuries to the artist arising out of this agreement.

SECTION 5 - Copyright

Recording in any form shall not be permitted during the online workshop/seminar without the prior written permission of the ARTIST. All materials distributed during the artist visit shall remain the property of the ARTIST and may not be reproduced for any purpose without the ARTIST'S express written permission. Any copyrightable materials produced by the ARTIST for this visit shall remain the property of the ARTIST.

SECTION 6 – Cancellation

In the event it is necessary to cancel the artist visit, the parties agree to make good faith efforts to reschedule the visit at a mutually agreeable time within the confines of the NAC funding year (July 1 - June 30). The SPONSOR shall compensate the ARTIST in full for the visit held on the rescheduled date. If the visit cannot be rescheduled at a mutually agreeable time, this contract is null and void and another artist may be contracted.

SECTION 7 - Conflicts of Law

This agreement is subject to all applicable laws of the State of Nebraska, and to the contract between the NAC and the SPONSOR for the 'Virtual Artists in Schools/Communities' program.