

# Uncovering & Restoring Our Urban Creeks



INFO@SEVENCANYONSTRUST.ORG  
585-703-8582  
122 J STREET  
SLC, UT 84102

## THREE CREEKS CONFLUENCE – QUICK DRAW - Artist Agreement -

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“Effective Date”), by and between the Seven Canyons Trust (“Trust”), a Utah non-profit (501-c3) corporation located at 122 J St, Salt Lake City, UT 84103, and \_\_\_\_\_ (“Artist”), located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

### Recitals

A. The Trust is in the business of uncovering and restoring the buried and impaired creeks in the Salt Lake Valley. The organization desires to hire a selected artist to create plein air artwork(s) at its Beer at the Confluence event on Saturday, June 15, 2024 (“Event Date”) and sell them in a silent auction to raise money for the organization.

B. The Artist is in the business of creating original works of art in a plein air setting.

C. The Trust and Artist desire to enter into an agreement to create plein air artwork(s) as specified below.

### Agreements

NOW, THEREFORE, the parties agree to the following:

### SECTION 1 – SERVICES

The Artist agrees to be at the Three Creeks Confluence (1300 S 900 W, Salt Lake City, UT 84104) on the Event Date starting at 12 PM and will stay until at least 4 PM. The Artist agrees to complete the number and size of canvas as specified in Attachment A. The Artist may paint until 6 PM at which point the artwork(s) must be completed, framed, wired for hanging in exhibit condition (no saw tooth hangers), and ready to sell. The Artist must prepare work to be taken by the highest bidder, including protecting the artwork(s) if still wet. The silent auction will conclude at 7 PM.

The Artist will provide their own easel, paint or other art medium, canvas, frame, and any other materials/supplies needed to accomplish the work. The Artist will utilize the medium as specified in Attachment A. The Artist agrees to display the provided name tag and QR code on their easel for event guests to identify the Artist. The Artist agrees to provide the Trust with a headshot and photos of example artworks for promotional purposes. The Trust agrees to promote the Artist on event promotional material, during the event, and on the silent auction.



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The Artist will complete works within the boundaries of the Three Creeks Confluence site—on either side of the creeks and east of the Jordan River. The Artist may choose their desired location within those boundaries but should be considerate of other event programming. The Trust suggests either side of the creeks on the lower tier by the water or the east end of the site looking west over the creeks. The Artist agrees to be respectful of the natural landscape and will remove and clean up all materials after completing the artwork(s) by 7 PM. The Trust will supply the Artist with an event map and schedule of programming.

## SECTION 2 – COMPENSATION

The Artist shall be paid the \$100 honorarium upon arrival on the Event Date at 12 PM. The honorarium will supplement the Artist's time, supplies, canvas, and frame/wiring. The Artist will receive the agreed upon commission as specified in Attachment A within thirty (30) days of the Event Date. The commission will constitute the total actual sale price of the agreed number of artwork(s), excluding any fees from the online silent auction platform. A receipt of the breakdown of costs will be provided to the Artist with the payment.

Artwork(s) will be valued at the sale price as specified in Attachment A. The bidding will start at thirty (30) percent of the sale price. Each additional bid increases by ten (10) percent. The silent auction will open approximately a week prior to the Event Date and close on the Event Date at 7 PM.

If the artwork(s) is not sold, the piece will become the property of the Artist and can be sold or given away at their discretion with no compensation to the Trust. If not taken the day of the event, the Artist will have thirty (30) days to pick up the piece. At which point, the artwork(s) will become the property of the Trust and will be given away or sold at the Trust's discretion with no compensation to the Artist. The Artist may elect to donate the piece to the Trust. If desired, the Trust will give the Artist a receipt for this donation (sale price minus the \$100 honorarium paid).

## SECTION 3 – QUALITY ASSURANCE

The Artist represents and warrants that:

- A. The artwork(s) are the Artist's original creation and no identical or substantially similar piece shall be created by the Artist;
- B. The artwork(s) do not infringe upon any copyright, trademark, or any other property or personal right;
- C. The artwork(s) are free and clear of obscenities or vulgarity as determined by the Trust, as well as liens or encumbrances from any source whatsoever;



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- D. The Artist knows of no adverse claims to the artwork(s) and neither the artwork(s) nor any portion thereof is in the public domain; and
- E. The artwork(s) are free of defects in material and workmanship.

In the event of any breach of warranty that is curable by the Artist, the Artist shall cure such breach at no cost, at the request of the Trust. The Trust shall give notice to the Artist of any such observed breach with reasonable promptness and the Artist shall cure such breach with reasonable promptness.

## SECTION 4 – TERMINATION

The Trust may terminate this Agreement at any time for any reason or no reason upon thirty (30) days' written notice to Artist. The Agreement may be terminated for cause upon seven (7) days' written notice if the Artist fails to meet any tasks or requirements described under the services in this Agreement unless the Artist is diligently pursuing a cure. The Artist may terminate this Agreement if the Trust fails to meet its responsibilities and obligations under the Agreement upon thirty (30) days' written notice unless the Trust is diligently pursuing a cure.

In the event of termination, the Artist shall forfeit all or a portion of the commission at the discretion of the Trust. The Artist may supply a complete accounting of all services performed under the Agreement to the date of termination, which the Trust shall consider in determining the commission due. The Artist acknowledges that such compensation shall be the full and complete compensation and no additional compensation or damages shall be provided.

## SECTION 5 – OWNERSHIP OF ARTWORK

The Artist shall retain all copyright privileges and rights to the artwork(s). The Artist grants the Trust license to take photos, film, and other media of the artwork(s) and Artist at no compensation to the Artist, provided these rights are exercised in a tasteful and professional manner. All media of the Artist and artwork(s) by the Trust shall identify the Artist. The Artist grants the Trust the right to use the Artist's name, biography, and artwork(s) description in connection with the artwork(s) in any manner or media for non-commercial purposes. The Trust is not responsible for any third-party copyright infringement.

## SECTION 6 – RISK OF LOSS

The Artist shall bear all risk of loss or damage to the artwork(s) from the start of the event until the completion of the artwork(s). The risk shall pass to the Trust upon the completion of the artwork(s) and inspection and acceptance by the Trust. If the artwork(s), or any part thereof, is lost, damaged, or destroyed during the Artist's period of risk, and such loss, damage, or destruction is not caused by the



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Trust or its agent, the Artist shall be responsible to remake such artwork(s) without any additional compensation.

The Artist shall be responsible for any and all damage to the site or any other third party to the extent caused by any act or omission of the Artist, its sub-providers, and all other parties for whom the Artist is legally liable. The Artist shall be responsible for repairing any damaged property and shall pay the costs therein.

## **SECTION 7 – INDEPENDENT CONTRACTOR**

The Artist is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by the Artist to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of the Artist for all purposes. The Artist shall make no representation of being an employee of the Trust for any purposes.

## **SECTION 8 – INSURANCE**

The Artist agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Artist pursuant to this Agreement. The Trust shall not insure the Artist against any third-party claims arising out of or connected with the services under this Agreement.

## **SECTION 9 – INDEMNIFICATION**

The Artist hereby indemnifies and holds harmless the Trust and its officers, agents, and representatives from any claim by any third party for injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the services pursuant to this Agreement. The Artist also indemnifies the Trust and its officers, agents, and representatives for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the artwork(s).



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## SECTION 10 - COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the Artist and Trust and supersedes all prior negotiations, representations, or agreements either written or oral, and cannot be altered, amended, or modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the Effective Date.

Trust:

Artist:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



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## ATTACHMENT A

Number of Artworks: \_\_\_\_\_

Size of Canvas: \_\_\_\_\_

Art Medium: \_\_\_\_\_

Sale Price: \_\_\_\_\_

Artist Commission Percentage: \_\_\_\_\_

Trust Commission Percentage: \_\_\_\_\_



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