



Contract ID#: C _____

**NPN/VAN Artist Engagement Fund
Application Form & Letter of Agreement
Fiscal Year 19: July 1, 2018 – June 30, 2019
SAMPLE – DO NOT COMPLETE THIS FORM**

The NPN/VAN Artist Engagement Fund is supported by the Doris Duke Charitable Foundation, the Andrew W. Mellon Foundation, and the National Endowment for the Arts (NEA).

Directions: a) Review Guidelines, b) Complete Online Form, c) Upload signed artist contract, d) NPN/VAN will return for electronic signatures via Adobe Echosign.

I: TERMS OF AGREEMENT

THE PARTIES TO THIS FY2019 NATIONAL PERFORMANCE NETWORK/VISUAL ARTISTS NETWORK ARTIST ENGAGEMENT FUND ARE:

1. NPN/VAN PARTNER:

Company Legal/Popular Name			
Street Address		Contact	
City, State, Zip		Title	
Phone		Email (Required)	
Tax ID#	Choose One		

Award Payable to:	
Bank Name	
Bank Address	
Name on Account	
Routing Number	
Account Number	
Account Type	Checking <input type="checkbox"/> or Savings <input type="checkbox"/>

AND, to the extent of its interest,
NATIONAL PERFORMANCE NETWORK / VISUAL ARTISTS NETWORK
P.O. Box 56698, New Orleans, LA 70156-6698
phone: 504.595.8008, fax: 504.595-8006

Nothing in this Letter of Agreement shall constitute a contract for employment. Any federal, state, and local taxes or fees are the responsibility of the NPN/VAN Partner and are not the responsibility of NPN/VAN.

The relationship between the parties as set out in this Agreement is that of independent contractors, and this Agreement does not constitute a contract of employment between the Partner and NPN/VAN. This grant is restricted to support artist fees for the following project as described in the project plan as follows. This grant may not be used for any other purpose or program without the prior written approval of the National Performance Network. Failure to follow these guidelines may require the NPN/VAN Partner refund NPN/VAN. Any changes to this agreement must be agreed upon in writing by all parties.

II: ARTIST ENGAGEMENT FUND PROJECT DETAILS

2. PROJECT DETAILS

Project Title			
Project Dates:	Start Date	End Date	
Engagement Type:	Select One	Primary Project Discipline	Choose One

3. CREATION & DEVELOPMENT FUND COMMISSIONED PROJECTS

This project is part of a Creation & Development Fund Project co-commissioned by your organization:	<input type="checkbox"/> yes
Creation & Development Fund Contract ID# (see LOA)	C

4. ARTIST INFORMATION

Company Legal/Popular Name			
Individual/Organizational Type	Choose One		
Street Address		Contact	
City, State, Zip		Title	
Phone		Email (Required)	
Website		Number of artists/tech participating	

5. ARTIST DEMOGRAPHICS

NPN/VAN collects basic information about the artists and creative workers who receive our support for reporting purposes to our funders in order to leverage more resources for artists. Please indicate if the Lead Artist/s identifies as the following:

<p>Check all that apply:</p> <input type="checkbox"/> Asian or Asian-American <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Arab or Arab American or North African or Iranian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latinx <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> White or Caucasian <input type="checkbox"/> Other (please list): _____	<p>Number of years practicing as Artist/Company:</p> <input type="checkbox"/> 10 years or less <input type="checkbox"/> 10 – 25 years <input type="checkbox"/> 25 years or more <p>Other identifiers of Lead Artist/s:</p> <input type="checkbox"/> Persons with Disabilities <input type="checkbox"/> Transgender <input type="checkbox"/> LGBTQ <input type="checkbox"/> Rural <input type="checkbox"/> Other (please list): _____
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6. PROJECT DESCRIPTION

A) PROJECT OVERVIEW: Please briefly describe the project, performances and/or installation, and other key activities:

TEXT BOX to accommodate two paragraphs.

B) COMMUNITY ENGAGEMENT: Please briefly describe this project’s community engagement intentions. What is the community that will be engaged? How are the artist, organization, and community engaging with each other? What is the organization’s history of working with this community? What is the artist’s history of working with this community? What outcomes do you hope to achieve?

TEXT BOX to accommodate four paragraphs.

C) PROJECT ACTIVITIES:

Number of Performances:	
Number of Installations/Exhibitions:	
Number of Community Activities:	

7. ARTIST CONTRACT

Upload a signed artist contract that includes the following:

- Artist fees* (please see guidelines for minimum fee requirements)
- Community engagement expectations

* If artist contract does not include a breakdown of direct and indirect artist fees, please include a corresponding budget or explanation of fees. Sample contracts are available [here](#).

8. TOTAL ARTIST FEE

NPN/VAN’s Artist Engagement Funds exclusively support artist fees and should not be inclusive of Partner’s overhead, presenting, or exhibition costs. Please see guidelines for minimum fee requirements and limitations.

Total Artist Fees to be Paid by Partner to Artist:	\$ _____
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III: PAYMENT DETAILS

9. PAYMENT TO PARTNER

NPN/VAN will provide a grant to the NPN/VAN Partner, which is a percentage of the 8. TOTAL ARTIST FEE or a Subsidy Cap of \$5,000, whichever is less. Signature on this agreement confirms approval by the National Performance Network/Visual Artists Network for a grant of \$ _____ as outlined below. Grant will be paid upon 60 days of receipt of signed contract.

Total organizational budget for the fiscal year that includes this Artist Engagement project:	\$ _____
Artist Engagement Fund (check one):	
<input type="checkbox"/> Organizations with budgets greater than \$1Million	
Total ARTIST FEE \$ _____ x .40 =	\$ _____
<input type="checkbox"/> Organizations with budgets of less than \$1Million	
Total ARTIST FEE \$ _____ x .50 =	\$ _____
<input type="checkbox"/> Subsidy cap (\$5,000.00)	\$ _____

IV. RESPONSIBILITIES

The NPN/VAN Partner will abide by the responsibilities below:

- **ETHICAL TREATMENT OF ARTISTS:** Maintain highest ethical standards in relation to artists and community partners. Within the scope of the Artist Engagement Fund, Partners shall abide by equitable working conditions for artists, including: no work on lengthy travel day, maximum 8-hour work days (including community receptions), include prep and travel time as work hours, mandatory hour-long meal breaks and 15-minute bio breaks, late night activity should be followed by late morning start to ensure rest, etc.
- **ANTI-OPPRESSION:** In alignment with NPN/VAN’s commitment to creating an arts sector rooted in justice, we are committed to ensuring a space that is free of racism, transphobia, homophobia, ableism, misogyny, classism, or other bias. Our expectation is that all Partners receiving Artist Engagement Funds or any other support will honor this ethic.
- **PRE-PRODUCTION/ARTISTIC PRODUCTION/OVERHEAD COSTS OF PARTNER:** These costs have no bearing on the official Artist Fee or Artist Engagement Fund Amount.
- **INSTALLATION/EXHIBITION/PRESENTATION:** The Partner, at its expense, will make provisions that are normally required for the installation/exhibition/presentation of the work. Artist Engagement Funds will not subsidize self-presentation of artists.
- **INSURANCE: A) CGL:** The Partner shall obtain and keep in force a comprehensive general liability insurance policy, in standard form, protecting NPN/VAN against any and all liabilities arising out of or relating to project. **B) Unemployment Insurance, Worker’s Compensation and/or Disability Insurance** - The Partner represents and warrants that all staff under their control are covered by Unemployment Insurance, Worker’s Compensation and/or

Disability Insurance procured by the Partner to the extent such coverage is required. **C) Artwork Insurance** As a standard, Partners should provide artwork and/or public artwork insurance to protect the Artist’s work in transit, during installation and exhibition. If the Partner does not carry such coverage, then the Artist must procure such coverage independently, using the insurance allowance to secure a policy. Compensation for artwork insurance should be included in the Artist Fee.

- **ART SALES:** NPN/VAN is not party to the sale of artwork under any circumstance, nor does the sale of artwork have any bearing on the terms the Artist Fee.
- **FUNDING CREDIT:** The Partner will credit NPN/VAN in all promotional materials. Credit language can be found on the [NPN/VAN Partner Portal](#).

V: RATIFICATION OF TERMS

This Agreement shall be governed by the laws of the State of Louisiana applicable to agreements made and wholly performed therein. In the event of a dispute, the parties shall use their best efforts to resolve any dispute that may arise between them concerning this Agreement in an informal manner. In the event a dispute cannot be settled in an informal manner, such dispute shall be submitted for judgment in any court having competent jurisdiction thereof. The parties hereto agree to submit to the jurisdiction of the state and federal courts of the State of Louisiana.

The Partner agrees to indemnify, hold harmless, and release NPN/VAN, its officers, employees, agents, and related entities from and against all claims, losses, judgments, demands, and expenses, including reasonable attorneys' fees. This indemnification and release includes, without limitation, claims resulting from: loss, damage, or injury to property; personal injury or loss of life; infringements of copyrights or artistic or other rights; and breaches or alleged breaches of this Agreement.

No party may assign this Agreement without the prior written consent of the others. This Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and permitted assigns.

FOR PARTNER:

[Signature]

[Date]

FOR NPN/VAN:

[Signature]

[Date]

Stanlyn Brevé

Director, National Programs

