



CANADIAN ARTISTS' REPRESENTATION /
LE FRONT DES ARTISTES CANADIENS

ADVISORY NOTE

Artist/Mural Checklist

By Laureen Marchand, with assistance from Jim Russell (Gauley & Co.), for
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The following checklist is provided as a reference for visual artists. It is intended for use when entering into negotiations with the commissioner of a mural.

Information in this checklist is drawn from the work CARFAC SASK has done with artists and mural commissioners, and from the experiences of artists. Sometimes both artist and commissioner are inexperienced in drawing up contracts for such a project. Where this is the case, there seems to be a tendency for the commissioner to request more than is necessary, and for the artist to be somewhat intimidated by the commissioner's apparent power. Sometimes the artist may feel that he or she is negotiating without enough information as to what is acceptable. CARFAC SASK intends this checklist to act as a guide to reasonable discussions.

Where possible CARFAC SASK strongly recommends the use of a contract that clearly states the obligations of each party to the agreement. CARFAC SASK has developed a *Sample Artist/Murals Contract* (available as an advisory note), which may be used as a model for negotiations. Also useful may be the advisory notes, *Guidelines for Organizing Art Commission Competitions*, by Garry Conway, CARFAC Ontario, 1994 and *Copyright and Commissioned Works*, by Jim Russell, Gauley & Co., 1993, published by CARFAC SASK, and the book, *Guidebook for Competitions and Commissions*, 1991, published by Visual Arts Ontario. All are available from CARFAC SASK and/or CARFAC Ontario.

There are three additional steps artists may take to gather information before entering into an agreement to produce a mural. You may call other artists you know of who are involved in this commission process, or who have been commissioned to produce murals in the past. Find out what their experience has been and the steps they took to resolve any problems. You may also call CARFAC SASK, with similar intentions or for help in resolving problems. You may contact the CARFAC Copyright Collective for assistance in negotiating copyrights. This service is available for artists who sign a contract with the collective.

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In this checklist, the term "client" is used to mean any person or group who commissions a mural, negotiates a contract with the artist, and is responsible for carrying out the commissioner's part of the agreement.



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- ❑ **IMAGE AND MAQUETTE:** How will the image to be used in the mural be chosen? If the client assigns a subject, will you be able to interpret it as you see fit? If your creativity is to be restricted, what are the restrictions? Is a maquette or model required? If so, must it look exactly like the mural, or is to act as sketch only? If you decide to make changes to the design as you work, can you do so unilaterally? If not, what consultation will the client want? Will the client have access to the mural as you are working on it? If so, what length of notice do you need before inspections, if any, are made?
- ❑ **SITE:** Will you work on-site or off? If you are working on-site, who is responsible for site preparation, including cleaning, preparation of base, and ongoing maintenance? If you are working off-site, who is responsible for selection, payment for, preparation, delivery to your studio and back to the site, installation of base panels, and repair after installation? In any case, what surface will you be expected to work on, and how will it be prepared?
- ❑ **TRAVEL:** If you are working on-site, and the site is in a town other than yours, who will pay for travel? How many trips will you be allowed? If you have to live away from home for the project duration, who will pay for your accommodation, meals, and other expenses? What kind of accommodation will you be in?
- ❑ **MATERIALS:** Who will supply and pay for materials? Are there any limits on the materials to be used? If you need assistants, who pays them? Who chooses them?
- ❑ **PAYMENT:** Given all the above -- site preparation, materials, other expenses -- what will you be paid? Will you be paid for a maquette? Does your fee include expenses or are these to be negotiated separately? Does it include PST and GST where applicable? What will the schedule of payments be? For example, will you be paid on signing the contract, on beginning the project, at mid-point and upon completion, or will you have to wait until completion or until after completion? If payments are late, will you be paid interest? If there are delays to construction of the mural, or if you are prevented from completing it, will you be compensated? If you are unable to complete the mural for personal or any other reasons, what protection do you have?
- ❑ **RISK AND INSURANCE:** Who bears risk of loss or damage to drawings, maquette, mural, materials, and tools? If you are responsible at any time, when does the risk stop being yours and become the client's? Who will be responsible for insurance against property damage or personal injury to you, or involving anyone else, while you are at work on the mural?
- ❑ **MAINTENANCE AND REPAIR:** Who will maintain the mural after it is completed? If artistic repair is required, will you be contracted to carry it out, and will the client be willing to negotiate cost and timing of repairs? If you are unable or unwilling to do repairs, is there any warranty regarding the quality of repair?
- ❑ **COPYRIGHT AND MORAL RIGHTS:** Who holds copyright? Will the client want the right to reproduce the mural or maquette? What limits are there on reproduction or use? Will you be paid for the use of copyright? If you are relinquishing, selling, or licensing copyright, do you

retain rights to reproduction or use? Will you be identified as creator of the mural and maquette? Will the client protect your moral right? If you are expected to provide any services with regard to reproduction or other promotion, do you know what these are?

- DISPUTE RESOLUTION: Should your agreement with the client fail, how will any disagreements be resolved?

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