

This Public Art Commissioning Agreement

(the “Agreement”)

made the ____ day of _____, 2026

Between:

Corporation of the Town of Georgina

(Hereinafter referred to as the “Town”)

- and –

(Hereinafter referred to as the “Artist”)

Whereas The Town held a Expression of Interest (“**EOI**”) for an artist to design and produce an Artwork, hereinafter defined, for the Town to be installed at the Installation Site (as defined in this Agreement);

And whereas the Town and the Artist (together, the “**Parties**”) wish to set out the terms and conditions relating to the installation and copyright of the Artwork;

Now therefore for valuable consideration the sufficiency of which is hereby acknowledged the parties covenant and agree to the following terms:

1. **Definitions**

- 1.1 “**Artwork**” means the small-scale art piece provided to the Town by the Artist in accordance with the Artist’s proposal, depicted in the attached Schedule “A”.
- 1.2 “**Installation Site**” means the location that the Artwork is to be installed. The location will be an indoor Town-owned facility within the Town of Georgina.

2. **Term**

- 2.1 This Agreement shall be in effect indefinitely from the Effective Date, unless otherwise terminated pursuant to the terms herein (the “**Term**”).

3. **Deliverables**

- 3.1 The Artist and the Town agree to the following timeline to complete, deliver and install the Artwork at the Installation Site:

(a) Fabrication of Artwork: _____, _____ to _____, _____

(b) Installation of Artwork: _____, _____

3.2 The Artist shall fabricate, deliver and install, at the Artist's sole cost and expense, the Artwork to the Installation Site.

3.3 The Artist shall arrange, at its sole cost and expense, for transportation of the Artwork to the Installation Site.

4. Payment terms

4.1 Upon the delivery and installation of the Artwork, all to the satisfaction of the Town, the Town shall pay the maximum total sum of \$_____, inclusive of HST ("**Total Amount**"), to the Artist for commissioning the Artwork in accordance with the payment schedule set out in section 4.2 to this Agreement.

4.2 The payment of the Total Amount shall be paid by the Town to the Artist in the following installments:

(a) 50% of the Total Amount upon full execution of this Agreement; and

(b) 50% upon completion of the Artwork.

5. Installation of the artwork

5.1 At their sole cost and expense, the Artist, under the Town's supervision, shall:

(a) manage the installation of the Artwork at the Installation Site; and

(b) install the Artwork in accordance with the Artist's proposal and pursuant to the terms of the Town's EOI.

6. Maintenance and warranty period

6.1 For a two (2) year period commencing from the date of installation of the Artwork at the Installation Site, set out in section 3.1(b) of this Agreement (the "**Warranty Period**"), the Artist shall assume responsibility for any material or serious deterioration of the Artwork. Any material or serious deterioration discovered by the Town within the Warranty Period shall be repaired by the Artist provided that the Town, following discovery of such deterioration, has given prompt written notice of the deterioration, specifying the details of such deterioration to the Artist.

6.2 During the Warranty Period, the Artist shall:

- (a) perform all necessary repairs to the Artwork after notification is provided to it in writing by the Town; and
- (b) perform all repairs and restorations in accordance with recognized principles and best practices for the conservation for public art.

7. Quality and condition of artwork

- 7.1 The Artist agrees to supply, at their sole cost and expense, all staff, equipment, material, accommodations and technical assistance necessary to fabricate the Artwork.

8. Representations and warranties of the artist

- 8.1 The Artist represents and warrants that where may be otherwise disclosed, in writing, to the Town prior to the execution of this Agreement, the Artwork is unique and original and does not infringe upon any copyright or other intellectual property right held by another person or corporation.
- 8.2 The Artist represents and warrants that the Artist shall ensure that the Artwork has complied with all applicable statutes, codes and ordinances in its fabrication.
- 8.3 The foregoing warranties shall survive this Agreement and shall be in place until permanent removal of the Artwork by the Town.

9. Ownership and reproduction rights

- 9.1 The parties agree that, upon full payment to the Artist in accordance with section 4.1 of the Agreement, free and clear title of the Artwork shall pass to the Town.
- 9.2 The Town may alter, edit, adapt, reproduce, and/or illustrate the Artwork for the Town's purposes, including but not limited to promotional purposes and, in conjunction, the Artist agrees that his/her name may be published and used by the Town for any of its purposes.

10. Moral rights

- 10.1 The Artist retains and does not waive moral rights, but acknowledges and agrees that the Artwork, by nature of its composition and location will be subject to the ravages of nature, pollution, vandalism and time and that the Town may in future use the Installation Site for civic purposes requiring the Artwork's removal or relocation.
- 10.2 The Town retains the right to remove or relocate the Artwork if deemed necessary by the Town upon reasonable notice to the Artist, by making best

efforts to contact the Artist at the address and email provided in the Notice section of the Agreement.

- 10.3 The parties agree that the Artist may decide the Artwork is no longer the Artwork as originally intended and the Artist may request that any signs or acknowledgments linking the Artwork to Artist be removed. The Artist agrees that such removal or relocation of the Artwork will not violate Artist's moral rights in relation to the Artwork.

11. Copyright

- 11.1 The Artist reserves the copyrights and all other rights, including all rights in respect of commercial use or exploitation, in and to the Artwork except the limited rights expressly granted herein.
- 11.2 Nothing in this Agreement shall prevent the Artist from making other works of art that are similar or identical to the Artwork using combinations of the same materials, themes, concepts and in different configurations.
- 11.3 The Artist agrees that the Town shall have the right and license to reproduce images of the Artwork or for the purpose of advertising or promoting the Artwork on the Town's website. Such reproductions and use of images of the Artwork shall be deemed to not constitute a breach of copyright in any way and no royalty fee shall be due or payable to the Artist by the Town or its affiliates and/or related entities or any subsequent owner of the Artwork for such use.

12. Termination

- 12.1 The Town may terminate the Agreement at any time for any reason by giving at least thirty (30) days' notice in writing from the Town to the Artist.
- 12.2 This Agreement may be terminated by either party for breach by the other not remedied within 30 days of written notice to the party in breach and the steps necessary to cure the alleged breach.

13. Indemnification

- 13.1 the Artist agrees to indemnify and save harmless the Town (including its successors, assigns, directors, officers, agents, employees, members of Town Council) of and from any claims, liabilities, losses, damages, assessments or expenses (including legal fees on a substantial indemnity basis) arising directly or indirectly out of any breach by the Artist of its representations, warranties, covenants or agreements herein.

13.2 No director, officer, agent, employee, member of Town Council or contractor of the Town shall be personally liable to the Artist under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach.

14. Notices

14.1 All notices as required or permitted under this Agreement shall be given in writing by e-mail or regular mail as follows:

To the Corporation of the Town of Georgina at:

Attn: Town of Georgina – Clerks Department

Email: clerks@georgina.ca

Address: 26557CivicCentreRoad,
R.R.#2 Keswick, Ontario
L4P 3G1

To the Artist at:

Attn:

Email:

15. Benefit

15.1 This Agreement will ensure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns, as applicable.

4 Assignment

This Agreement and the benefit of all covenants contained herein and any documents delivered or interests created pursuant to the terms hereof shall not be assigned by the Artist without the consent of the Town, which consent may be unreasonably withheld.

5 Applicable law and jurisdiction

This Agreement shall be interpreted and governed by the laws of the Province of Ontario and of Canada applicable therein, and the Parties hereto attorn to the jurisdiction of the Province of Ontario.

6 Entire agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, representations, understandings and agreements whether verbal

or written between the Parties with respect to the subject matter hereof.

7 Amendments to agreement

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties relating to the subject matter hereof and constitutes the entire agreement between the Parties. This Agreement may be amended only by written instrument signed by the Parties hereto.

8 Independent legal advice

Each of the Parties acknowledges that it has obtained its own independent legal advice with respect to the terms of this Agreement prior to execution of this Agreement and further acknowledges that it fully understands this Agreement.

9 Electronic signing and counterparts

This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or other form of electronic communication reproducing an original and the Parties adopt any signatures received by such electronic communication as original signatures of the Parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the executed copy of this Agreement which was so electronically communicated.

[Balance of this page has been left intentionally blank.
Signing page follows.]

In witness whereof the Parties hereto have executed this Agreement on the day first set out above.

Corporation of the Town Of Georgina

Per:

Name:

Title:

Per:

Name:

Title:

SCHEDULE "A"

INSERT PHOTO OF ARTWORK

