



TEACHER CONTRACT

BETWEEN:

South Essex Arts Association/ Leamington Arts Centre
(hereinafter "SEAA/LAC")

AND

Name of Teacher
(hereinafter "Teacher")

WHEREAS the parties have agreed to enter into this Agreement for the rental of the space known as the South Essex Arts Association (SEAA) gallery space also known as the Leamington Arts Centre (LAC) located at 72 Talbot Street West, Leamington, Ontario;

AND WHEREAS is it considered mutually desirable to set out the term, responsibilities and duties of the SEAA/LAC and the Teacher with respect to the rental;

NOW THEREFORE, in exchange for the mutual covenants contained herein, the sufficiency of which is deemed satisfactory by the parties to found the consideration for this Agreement the SEAA/LAC and the Teacher AGREE AS FOLLOWS:

ARTICLE 1 – COMMISSION AND TERM

The following are terms of the Agreement for commission withheld by the SEAA. Any questions or concerns regarding the terms and conditions found herein should be forwarded in writing to the SEAA for review.

1.01 The term of this Agreement shall commence on _____ and terminate on _____ for the duration of one year.

1.02 SEAA shall collect all class registration fees for the period set out herein.

- (a) SEAA shall withhold a commission of 20% on registration fees paid for all and any income generated from classes and/or related special events held at or in association with SEAA/LAC.
- (b) The Teacher shall be compensated in one of the following methods: i) bi-weekly ii) end of class registration; to the sum of the remaining 80% on registration fees paid for all and any income generated from classes and/or related special events held at or in association with SEAA/LAC.

1.03 The Teacher must be a current paid member of the SEAA/LAC in good standing.

1.04 The Teacher must provide a police clearance check depending on the type of class (at the request of the SEAA/LAC)

ARTICLE 2 – SEAA AND TEACHER RESPONSIBILITIES

2.01 The use of the LAC shall consist only of the floor space and wall space in the designated class area and shall not include the use of the SEAA/LAC's office or any other area of the LAC without prior consent of the SEAA/LAC.

2.02 The Teacher shall commence his or her contract at 7am the first day of the term described herein and shall terminate his or her teaching contract at 10pm on the last day of the term set out herein.

2.03 During the term of this Agreement, the Teacher shall be solely responsible for his or her artwork, student artwork, art supplies and the SEAA/LAC assumes no responsibility whatsoever for any lost or stolen articles during for the use of its premise.

2.04 The Teacher is solely responsible for set up and delivery of content for his/her classes. The SEAA/LAC reserves the right to remove the Teacher's contents from the designated teaching areas on the termination of the term if the Teacher has not done so. The cost associated with such removal shall be deemed to be additional rent and payable by the Teacher to the SEAA/LAC.

2.05 SEAA shall provide an adequate and suitable teaching area. The Teacher shall maintain a clean and orderly teaching area whereby, the Teacher shall return the premise to the condition it was in prior to each class. I.e.: removal of all garbage, clutter, sweeping and/or mopping of floors, cleaning of tables, chairs and other furniture, as well as cleaning of common spaces and washrooms.

2.06 The Teacher shall be solely responsible for returning the premises to the condition it was in at the commencement of this term. The SEAA/LAC reserves the right to make necessary repairs upon removal of the Teacher's contents to restore space to its previous condition. The cost associated with such restoration or any damage incurred shall be payable by the Teacher to the SEAA/LAC.

2.07 SEAA/LAC reserves the right to have student artwork photographed for educational and promotional purposes only.

2.08 Teacher contents such as artwork, materials and supplies not picked up by the Teacher within 4 months from the termination of this agreement shall become the property of the SEAA/LAC.

ARTICLE 3 – CONTINUED ACCESS

3.01 The Teacher will be granted one key to access the building after hours for purposes related to the execution of classes only. This key is not to be duplicated or shared without the prior written approval of SEAA. The key shall be returned within 2 days of the termination of this agreement. The SEAA/LAC reserves the right to change locks or make necessary arrangements to restore the premise to a safe and secure state of operation.

3.02 The Teacher also acknowledges and is aware that occasional meetings, workshops and/or other classes may take place in or near the class space, of which may require use of the class area, tables and chairs, or other during the term of this agreement.

3.03 The Teacher is to be in direct correspondence with SEAA/LAC personnel on ALL dates and times of classes held in the premise. This also includes any special events and/or classes not regularly scheduled or set out herein this agreement.

3.04 The Teacher must comply with and adhere to all federal, provincial and municipal laws regulating or affecting the use of the premise.

ARTICLE 4 – RECORDS

4.01 The Teacher shall provide the SEAA/LAC with copies of all and any class activities on a weekly to monthly basis.

4.02 The Teacher shall keep complete and accurate records of attendance for each class and/or special event and provide a copy to the SEAA/LAC on a weekly basis.

ARTICLE 5 - SIGNAGE AND INFORMATION

5.01 Information regarding all classes is to be provided by the Teacher to the SEAA/LAC prior to conducting any classes (this includes files, dates, times, costs, descriptions, content, and any other relevant information). In return SEAA/LAC personnel shall receive and manage phone inquiries and emails related to classes.

5.02 The Teacher shall provide to SEAA/LAC in advance of any class offering copies of all learning materials and promotional material for approval. The LAC logo, address and website shall be included on all promotional material. In return SEAA/LAC shall include promotional materials on its website, social media sites and other as it deems suitable.

ARTICLE 6 - TERMINATION

6.01 Failure to adhere to any terms of this agreement may result in the immediate termination of this agreement.

6.02 Without notice or cause the SEAA/LAC at its sole discretion may terminate this agreement.
Dated at Leamington, Ontario.

SOUTH ESSEX ARTS ASSOCIATION/LEAMINGTON ARTS CENTRE –

Per:

Dated at Leamington, Ontario

TEACHER –

Per:

TEACHER CONTACT INFORMATION

Type of Class(s): _____

ARTIST CONTACT INFORMATION

Name: _____

Address: _____

City: _____ Postal Code: _____

Country: _____ Phone: _____ Email: _____

OFFICE USE ONLY

Designated Class Room Space: _____

Key(s) Assigned: _____ Checked out By: _____ Checked In By: _____