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## Contracts and other Legal Forms for Guilds A Brief Overview

This information is educational and for general information only. Please consult an attorney for questions. The council would like to thank the guilds for providing sample contracts. Much of the information in this presentation is from Business and Legal Forms for Crafts by Tad Crawford, Allsworth Press, New York, ©1998. This book is readily available in stores, and the council highly recommends it and other similar books for guild reference.

### I. Definitions

- A. Amendment – any amendment to this agreement must be made in writing and signed by both parties. Courts rarely change a written contract based on testimony that there was an oral amendment of the contract.
- B. Arbitration – all disputes arising under this agreement shall be submitted to binding arbitration before \_\_\_\_\_ in the following location \_\_\_\_\_ and shall be settled in accordance with the rules of the Am. Arb. Assoc. judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \_\_\_\_\_.
- C. Complete Understanding – This written agreement is it, no other promises or obligations exist.
- D. Copyright
- E. Force Majeure – if unable to perform due to reason of fire or other casualty, strike, act, or order of a public authority, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.
- F. Governing Law
- G. Indemnify and Hold Harmless
- H. Licensing/Royalty
- I. Modification – in writing
- J. Notice and Changes of Address

II. Speaker Contracts

A. Check List

Lecture Date:

Speaker:

Address:

Phone Number:

Fax Number:

Email:

Website:

Date Completed:

- Contract Sent \_\_\_\_\_
- Contracts and biography received \_\_\_\_\_
- Workshop information to Wksp. Chairperson (if appropriate) \_\_\_\_\_

One month prior to lecture:

- Newsletter article given to newsletter editor
- Check request to Treasurer
- Speaker's needs to Facility Chairperson
- Speaker's address to newsletter crew and the President
- Contact speaker to reconfirm arrangements
- Provide speaker with maps and other directions

One week prior to lecture:

- Call speaker to finalize arrangements

After lecture:

- Thank you note
- Confirm payment with Treasurer, provide Treasurer with Speaker's Fed. Tax ID/Social Security number.

B. Negotiation Checklist

- How long is speaker required to stay with guild? What expenses will be covered on "down" days, like golf, other entertainment?
- What other expenses are covered?
- What might guild provide in place of expenses, like lodging, meals, or a car?
- How are expenses/obligations shared with other guilds or shops?
- What are the nature and extent of services the speaker will perform?
- Fee
- Give a time of payment of the fee.
- Clarify that expenses of a traveling companion will not be covered.
- If illness prevents the artist from coming, state that an effort will be made to find another date.
- If the guild must cancel for a reason beyond its control, indicate that the expenses incurred by the artist must be paid and that an attempt will be made to reschedule.
- If the guild must cancel within 48 hours of the lecture, consider requiring the full fee as well as expenses incurred be paid.
- Provide for the payment of interest on late payments by the guild.
- Retain for the artist all rights, including copyrights, in any recordings of any kind, which may be made of the artist's visit.
- If the guild wishes to use a recording of the artist, such as video, require that the guild obtain the artist's written permission and that, if appropriate, a fee be negotiated for its use. Clarify and obtain written permission to use of any of the artist's images, slides, photographs, etc. in newsletters or websites in writing.
- State who will pay the cost of packing and shipping the artist's works to and from the guild.

C. Sample Speaker Contract (Adapted from Tad Crawford's book)

Lecture Contract

Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, between \_\_\_\_\_ (hereinafter referred to as the "Artist"), located at \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as the "Guild"), located at \_\_\_\_\_.

Whereas, the Guild is familiar with and admires the work of the Artist; and

Whereas, the Guild wishes the Artist to visit the Guild to enhance the opportunities for its members to have contact with working professional artists; and

Whereas, the Artist wishes to lecture with respect to his or her work and perform such other services as this contract may call for;

Now, Therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. Artist to Lecture. The Artist hereby agrees to come to the Guild on the following date(s): \_\_\_\_\_ and perform the following lecture: \_\_\_\_\_. The Artist shall use best efforts to make his or her services as productive as possible to the Guild. The Artist further agrees to bring examples of his or her own work in the form of \_\_\_\_\_.

2. Payment. The Guild agrees to pay as full compensation for the Artist's services rendered under Paragraph 1 the sum of \$ \_\_\_\_\_. This sum shall be payable to the Artist on completion of the \_\_\_\_\_ day of the Artist's residence with the Guild.

3. Expenses. In addition to the payments provided under Paragraph 2, the Guild agrees to reimburse the Artist for the following expenses:

(A) Travel expenses in the amount of \$ \_\_\_\_\_.

(B) Food and lodging expenses in the amount of \$ \_\_\_\_\_.

(C) Other expenses listed here: \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

The reimbursement for travel expenses shall be made fourteen days prior to the earliest date specified in Paragraph 1. The reimbursement for food, lodging, and other expenses shall be made at the date of payment specified in Paragraph 2, unless a contrary date is specified here: \_\_\_\_\_.

In addition, the Guild shall provide the Artist with the following:

(A) Tickets for travel, rental car, or other modes of transportation as follows:

\_\_\_\_\_  
(B) Food and lodging as follows:

\_\_\_\_\_  
(C) Other hospitality as follows:  
\_\_\_\_\_

4. Inability to Perform. If the Artist is unable to appear on the dates scheduled in Paragraph 1 due to illness, the Guild shall have no obligation to make any payments under Paragraphs 2 and 3, but shall attempt to reschedule the Artist's appearance at a mutually acceptable future date. If the Guild is prevented from having the Artist appear by acts of God, hurricane, flood, governmental order, or other cause beyond its control, the Guild shall be responsible only for the payment of such expenses under Paragraph 3 as the Artist shall have actually incurred. The Guild agrees in such a case to attempt to reschedule the Artist's appearance at a mutually acceptable future date.

5. Late Payment. The Guild agrees that, in the event it is late in making payment of amounts due to the Artist under Paragraphs 2, 3, or 8, it will pay as additional liquidated damages \_\_\_\_\_ percent in interest on the amounts it is owing to the Artist, and said interest is to run from the date stipulated for payment in Paragraphs 2, 3, or 8 until such time as payment is made.

6. Copyrights and Recordings. Both parties agree that the Artist shall retain all rights, including copyrights, in relation to recordings of any kind made of the appearance or any works shown in the course thereof. The term "recording" as used herein shall include any recording made by electrical transcription, tape recording, wire recording, film, videotape, or other similar or dissimilar method of recording, whether now known or hereinafter developed. No use of any such recording shall be made by the Guild without the written consent of the Artist and, if stipulated therein, additional compensation for such use.

7. Insurance and Loss or Damage. The Guild agrees that it shall provide wall-to-wall insurance for the works listed on the Schedule of Works for the values specified therein. The Guild agrees that it shall be fully responsible and have strict liability for any loss or damage to the works from the time said works leave the Artist's residence or studio until they are returned.

8. Packing and Shipping. The Guild agrees that it shall fully bear any costs of packing and shipping necessary to deliver the works specified in Paragraph 7 to the Guild and returns them to the Artist's residence or studio.

9. Modification. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.

10. Governing Law. This contract shall be governed by the laws of the State of \_\_\_\_\_.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Artist \_\_\_\_\_ Guild \_\_\_\_\_  
By \_\_\_\_\_  
Authorized Signatory, Title

Schedule of Works

Title	Medium	Size	Value
1. _____			
2. _____			
Etc.			

D. Hybrid of Existing Guild Contracts:

- Guild Letterhead including mailing address
- Contact Person including address, phone and email information. Send changes of officers when appropriate, and alternate contacts are extremely recommended.
- Enclosed are two copies of this Letter of Agreement between Guild and Speaker (names). If these arrangements are satisfactory, please sign, date, and return to (name) at the above address by (date) in the provided envelope. The other is for your records. When sending our copy of the contract, please include biographical information for our newsletter. If the signed copy is not returned by \_\_\_\_\_, the Guild will assume the engagement is cancelled.
- The lecture titled \_\_\_\_\_ is on (Date) at (Time). The approximate length of the lecture is \_\_\_\_ minutes. Our business meeting begins at \_\_\_\_\_, and you can expect to begin your lecture around \_\_\_\_\_. Our attendance averages \_\_\_\_\_.
- The lecture fee will be \_\_\_\_\_ and will/will not be coupled with a workshop. Payment will be made at the end of the lecture engagement.
- Travel expenses will include \_\_\_\_\_. While you are with us transportation will be provided by guild/rental car. You will make your own airline arrangements and we will reimburse you for the cost when you book your ticket for an amount no greater than \_\_\_\_\_ or discounted coach fare. If you drive, you will be reimbursed for \_\_\_\_ per mile from (speaker's address). OR Travel expenses and fees for Instructor will be paid upon the completion of the workshop/lecture, unless otherwise agreed upon in writing. A copy of the itinerary and mode of transportation ticked must be presented to the guild representative prior to payment. Any arrangements made with local quilt shops or other guilds for instructor expenses are not the responsibility of (guild name) and we will not be responsible for any expenses incurred due to their cancellation. This guild will also not be responsible for any expenses incurred by those who may accompany you.
- Your airfare to \_\_\_\_\_ airports/car transportation shall be shared with other guilds or shops in the event you have scheduled other local engagements on this same trip. Please provide the name, address and phone number of contact person(s) for these engagements. This guild will provide meals and expenses for these days \_\_\_\_\_ during your stay.

- A motel/private room with bath/etc. will be provided for you as well as meals not to exceed \$\_\_\_\_ per day/meal. Please indicate all housing preferences (no pets, kids, smoking, etc.)  
Cancellation Policy: The lecturer is required to contact (guild) no later than 30 days prior to the scheduled date of event to cancel or reschedule. If Lecturer cancels for any reason, Lecturer agrees to reimburse (guild) for any pre-paid fees and any non-refundable expenses paid by the guild for any special equipment rentals or lecture room rental.
- A “Meet the Speaker” dinner/breakfast/lunch will be hosted at (restaurant) prior/after the meeting if this meets with your satisfaction.
- What is your tax ID and/or social security number? \_\_\_\_\_
- For the lecture you will need: \_\_\_\_\_ Slide projector (specify type and make), carousel (specify type and make), stands, tables, white gloved helpers, screen, podium light, whiteboard and or markers, bulleting board, pins, other equipment or requirements.
- This guild will/will not provide a microphone.
- You will be permitted/not permitted to sell books, patterns, etc. at our General meeting and workshop with \_\_\_\_% of the sales to be returned to the Guild OR a contribution to the library of your quilt related books. Please indicate if you will need tables, supplies, or a guild member to assist you with your sales so that you will be free to answer questions. Please have proper change on hand.
- Will you allow photography and handling of your quilts at our meeting?
- Our term of officers changes in (month). You will then be contacted by my replacement in (Month) and also several weeks prior to your engagement for a reconfirmation.

Speaker	Date	Guild Representative	Date
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III. Workshop Contracts

A. Checklist

- Workshop Date:
- Teacher:
- Address:
  
- Phone Number:
- Fax Number:
- Email:
- Website:

Date Completed:

- Contract Sent \_\_\_\_\_
- Contracts received \_\_\_\_\_

Two or more months prior to workshop:

- Obtain samples or photos from teacher.

One month prior to workshop:

- Newsletter article given to newsletter editor
- Check request to Treasurer
- Teacher’s needs to Facility Chairperson
- Teacher’s address to newsletter crew and the President
- Contact teacher to reconfirm arrangements
- Provide teacher with maps and other directions
- Material’s list provided to students.

One week prior to lecture:

- Call speaker to finalize arrangements
- Inform teacher of estimated enrollment.

After lecture:

- Samples or photos returned to teacher.
- Thank you note
- Confirm payment with Treasurer, provide Treasurer with Teacher's Fed. Tax ID/Social Security number.
- Process evaluations provide information to instructor.

B. Negotiation Checklist

- See Lecture negotiation checklist.

C. Contract

- Include information from lecture contract, or include this as part of contract.
- List specifics of topic, location and time.
- Fee for \_\_\_hours, including \_\_\_ for lunch, which will/will not be provided (specify preferences).
- Class size is limited to \_\_\_\_\_. Are you willing to accept more students, and if so the guild will pay you \_\_\_\_\_per student over this number.
- The workshop will be taught exclusively by you/ we will accept an assistant for over \_\_\_\_\_ students (specify payment for assistant, or if the speaker will pay).
- This guild reserves the right to cancel this workshop without fees prior to \_\_\_days before the workshop if, for any reason, we are unable to obtain enough sign ups to meet \_\_\_% of your workshop fee.
- This guild will need to provide the following equipment or supplies for the workshop: \_\_\_\_\_.
- You will be permitted/not permitted to sell books, patterns, etc. at our workshop with \_\_\_% of the sales to be returned to the Guild OR a contribution to the library of your quilt related books. Please indicate if you will need tables, supplies, or a guild member to assist you with your sales so that you will be free to answer questions. Supplies sold in the shop, if providing the facility, may/may not be sold by the instructor.

IV. Release and loan agreements

See Tad Crawford's book. Reasons: insurance and liability clarification, proof of delivery and return to artist.

- Protects artist, understands guild's responsibility and liability. Should clarify guild's handling specifics, and should include packaging, care, and hanging instructions.
- Protects guild from claims against quilts not provided.

V. Non Profit Donation Form

Logo/Letterhead

Donated By \_\_\_\_\_ Anonymous yes/no.

Address \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Item/Service Description \_\_\_\_\_ Retail Value \$ \_\_\_\_\_

In lieu of item, I would like to contribute \$ \_\_\_\_\_ Check \$ \_\_\_\_\_

Additional information (Includes restrictions) \_\_\_\_\_

Donor will mail: \_\_\_\_\_ Will deliver: \_\_\_\_\_ Committee pick up: \_\_\_\_\_

Whom: \_\_\_\_\_ Pick up location: \_\_\_\_\_ No. of pieces: \_\_\_\_\_

Donations are deductible for tax purposes to the extent allowed by law. The (Guild) does not place a value on your donation.

That is the privilege and responsibility of the donor. (Guild's) Federal Tax ID is \_\_\_\_\_. This donation becomes the property of (guild) and is to be offered for sale at the raffle/auction. All proceeds go directly to (guild). Donations must be received by \_\_\_\_\_.

Donor Signature and Date

Guild rep and Date

Follow up: Item Rcvd. \_\_\_\_\_, Thank you letter \_\_\_\_\_, Master file \_\_\_\_\_

## V. Conclusion

Sign or initial each page of contracts.

Sharing other local guilds schedules in newsletter, cooperation between speaker/workshop chairs between guilds.

Speaker/workshop evaluations and references.

Questions: