***This is not a legal document.*** *The official version of this agreement is drawn up in French. The following is a courtesy translation provided for informational purposes only. In the event of incompatibility between the French version and its English translation, the French version shall prevail. The original French version of this document can be accessed here:* [*https://www.cqam.org/wp-content/uploads/2019/02/contrat-artiste-concepteur-technique.pdf*](https://www.cqam.org/wp-content/uploads/2019/02/contrat-artiste-concepteur-technique.pdf)

**CONTRACT BETWEEN AN ARTIST AND A TECHNICAL DESIGNER**

**Names of the Parties**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (cont’d.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
GST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as the “Artist”**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (cont’d.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
GST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as the “Technical Designer”**

**The Artist and Technical Designer are hereinafter referred to collectively as the “Parties.”**

**1 Purpose of the Contract**

The Artist has hired the Technical Designer to provide services in connection with the production of the Artist’s work (hereinafter referred to as the “Artwork”), under the terms set out in this agreement (hereinafter referred to as the “Contract”).

**2 Services**

**2.1** The Technical Designer has been engaged to perform the following tasks: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “Work”).

**2.2** The deadline for completing the Work is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3 Materials and equipment**

**3.1** The materials listed below will be provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(materials) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3.2** The equipment listed below will be provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(equipment) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4 Technical Designer’s rights to the Artwork**

**4.1** The Technical Designer does not retain any rights to the Artwork and may not use the Artwork without the express consent of the Artist.

**4.2** The Technical Designer has the right to reuse technical elements of their Work and/or any device they have created, insofar as this does not lead to the creation of a work that is similar to that of the Artist.

**4.3** The Artist shall credit the Technical Designer with the technical design each time the Artwork is exhibited. The Technical Designer may waive this credit by notifying the Artist in writing.

**4.4** If, during the Work, the Technical Designer’s contribution should prove sufficient to make them a co-author of the Artwork, the parties agree to sign a new contract that recognizes this contribution.

**5 Compensation**

**5.1** The Artist agrees to pay the Technical Designer the following amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**5.2** Payment schedule:

Upon signing the contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Upon completion of the Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Other arrangements (specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6 Conflict resolution**

**6.1** The Parties shall attempt, in good faith and using reasonable efforts, to amicably resolve all disputes arising from or in relation to the Contract.

**6.2** If the Parties are unable to resolve the dispute amicably, the matter shall be settled by arbitration, conducted by a single arbitrator, under the rules provided in the *Québec Code of Civil Procedure*.

**6.3** The Parties do not have to resort to arbitration to file a motion for an injunction, for proceedings that may be brought before the Small Claims Division, or to terminate the Contract.

**7 Contract termination**

**7.1** Should one of the Parties fail to comply with any one of the conditions set out in the Contract, the other Party may terminate the Contract on those grounds alone.

**7.2** The Party who wishes to terminate the Contract must first send the other Party written notice requiring the breach of Contract be remedied within a reasonable period of time.

**7.3** If the breach is not remedied by the end of said period, the Party who sent the first notice must send a second written notice stating that the Contract is terminated.

**7.4** The Contract will be terminated in the event of force majeure beyond the control of the Parties.

**8 Applicable law and judicial district**

This contract shall be governed by the laws in force in Québec. In the event of a dispute, the Parties agree to elect domicile in the judicial district of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Signed in two copies in** (city) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **on** (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[signature] **Technician** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature] **Artist** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Parties agree that the present agreement shall be drafted in English. Les parties aux présentes conviennent que l'entente sera rédigé en anglais.