



INVITATION TO CREATE A WORK OF ART ***PRESTOUNGRANGE ARTS FESTIVAL***

1. The Baron Courts of Prestoungrange and Dolphinstoun are a Scottish Charity and under the name Prestoungrange Arts Festival Society *inter alia* create works of art in Prestonpans and its immediate vicinity that tell the history howsoever of the community and seek thereby to be socially inclusive and quite specifically to stimulate economic development. All its activities can be accessed at www.prestoungrange.org
2. The Prestoungrange Arts Festival receives grants and donations to fund the creation of many of its works of art works and some are donated either in whole or in part. This Invitation sets down the basis on which Prestoungrange Arts Festival agrees to work with all artists who are involved howsoever in this charitable activity. Precise details of any financial considerations including the phasing of payments shall always be set down in a separate letter to the artist that shall be attached to this Invitation once it is signed by both parties.
3. Once commissioned and commenced under this Invitation all such works of art become the property of the Charity unless a written agreement to the contrary is entered into even if no financial consideration is exchanged. Accordingly the Charity shall have any and all rights to exploit the work of art provided in a morally acceptable manner provided that any and all proceeds arising accrue to the Charity and the furtherance of its activities and that all other moral rights of the artist are recognised at all times. Specifically this requires that the Charity shall (i) always acknowledge the artist who created the work whenever and wherever the work is displayed or used; (ii) make every reasonable effort to put all proper enquirers after such an artist into contact therewith via the last notified address of the artist with proper despatch; and (iii) accord permission in all respects for the artist, for the artist's sole benefit if that is so wished, to make personal use and use in conjunction with others of the said work of art provided it shall never be done in such a manner as to restrict the Charity's rights to make use of the work of art for the furtherance of its own purposes, and if and when so doing that the artist shall acknowledge the origins of the work of art as being with the 'Prestoungrange Arts Festival' and indicate where the original can be found.
4. All artists working under the terms of this Invitation shall provide a marquette of their intended work prior to commencement that must be approved by the Prestoungrange Arts Festival and that marquette shall remain the property of the Prestoungrange Arts Festival to be used as appropriate under the same terms as are given at 3. above.

5. Prestoungrange Arts Festival warrants that it will provide all appropriate technical support including preparation of any surfaces for the work of art and such other resources as shall be individually agreed upon and secure any necessary consents from property owners or authorising bodies for the execution and subsequent display of the work of art. During the preparation of the work of art the artist shall ensure that all necessary personal insurance whilst at work and for the work-in- progress are in place but once completed and delivered to Prestoungrange Arts Festival the Charity accepts that it shall thereafter be responsible for the safekeeping of the work of art.

6. The artist warrants that the work of art once the marquette has been accepted shall be executed timeously as shall be mutually agreed upon at the time of commissioning.

7. Prestoungrange Arts Festival warrants that it will do all it reasonably can to protect and maintain the work of art in an appropriate manner and to display it and the artist warrants that all necessary reasonable assistance and advice to this end shall be given timeously as may be required.

8. Whensoever any publicity or publication or other eventuality directly associated with the work of art shall occur Prestoungrange Arts Festival warrants that it shall as best it can inform the artist and the artist agrees to attend whensoever that may be possible to assist the Charity in the furtherance of activities. Where publications or artefacts including reproductions are made by the Charity the artist shall always be entitled to receive gratis one copy of each such publication or artefact and if there shall be any question concerning the moral rights of the artist in such respect the artist shall always be consulted but shall never withhold any necessary consents unreasonably.

9. Whensoever the work of art is executed on a property belonging to a third party that third party shall also be required to accept appropriate and necessary conditions for the work of art to continue thereat and be displayed without obstruction howsoever for a reasonable life cycle and that if such property shall be sold for the right to complete that life cycle to be a condition of the sale or for suitable arrangements for relocation to be made. Such acceptance shall be embraced in an exchange of correspondence attached to this Invitation.

Provisional Title of Work of Art: _____

Agreed Completion Deadline: _____

I agree and accept this Invitation together with any associated details set down in accompanying correspondence _____

Signed on behalf of the Prestoungrange Arts Festival _____ **Date:** _____