

1355 Broad Street Regina, SK. S4R 7V1

(306) 787-4057

Contract No. R1516.01

## **RECEIPT**

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Saskatchewan Office of the Information and Privacy Commissioner

Address:

503 - 1801 Hamilton Street (work installed on 12th floor boardroom)

Phone/ email:

798-2262

Signature:

Sherri Fowler, Early Resolution Officer

VIA:

Arts Board; Ward Schell

Purpose:

To remove artworks - art rental agreement

Description:

To be removed January 11, 2016:

	Accession No.	Artist	Artwork
1	1980-022	McGregor Hone	Winter Aspen 6
2	1973-018	Edna E. Markle	Four Granaries
3	1972-014	Bart Pragnell	Untitled
4	1981-011	Douglas Bentham	Prairie Duster II
5	1970-002	Adam Deutscher	Juveniles
6	2014-004	Lorenzo Dupuis	In and Out - Edmonton Ukrainian Church - Winter View
7	1997-005	Anne E. Meggitt	Golden Fall

Issued by: Belinda Harrow	Date:

# Saskatchewan Information and Privacy Commissioner



503 - 1801 Hamilton Street Regina, Saskatchewan S4P 4B4

Tel: (306) 787-8350 Fax: (306) 798-1603 Website: www.oipc.sk.ca

January 21, 2015

Ms. Belinda Harrow, Outreach Co-ordinator Saskatchewan Arts Board 1355 Broad Street Regina, Saskatchewan S4R 7V1

Dear Ms. Harrow:

Re: Rental Contract No. R1516.01

Enclosed, please find the above-noted, signed rental contract for the Office of the Information and Privacy Commissioner. Please note that I have submitted the invoice to our financial area for payment, so you will be receiving the \$ payment within the next few weeks.

Everyone in the office is enjoying the art and the warmth it has brought to the office. Thanks again for accommodating us so quickly. I really appreciate it.

If you have any questions, I can be reached at (306) 798-2262 or sfowler@oipc.sk.ca

Sincerely,

Sherri Fowler
Early Resolution office

Enclosure





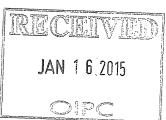
# **INVOICE (ARTS RENTAL)**

Invoice No.:810425

Date: January 15, 2015

Art Rental Contract#: R1516.01

SK Office of the Information and Privacy Commissione Sherri Fowler 503 - 1801 Hamilton Street Regina, SK S4P 4B4



Fees for Arts rental contract R1516.01 For the period January 15, 2015 to January 14, 2016	Amount
Section 30 Appr  Calculations Checked  Not Prev Paid/Original A  Vote Program Orgn Account  055 01000 109100 53 900  Section 34 Approval:	
Comments Invoice is payable upon receipt Transportation	0.00
Total Amount	



JAN 1 6 2015

January 8, 2015

1355 Broad Street Regina, Saskatchewan S4R 7V1

P: (306) 787-4056

Toll Free (Sask.): 1-800-667-7526

F: (306) 787-4199

www.artsboard.sk.ca

Ms. Sherri Fowler Saskatchewan Office of the Information and Privacy Commissioner 503 - 1801 Hamilton Street Regina, Saskatchewan S4P 4B4 (306) 798-2262

Dear Ms. Fowler

Re: Art Rental Contract No. R1516.01

Please find enclosed art rental contract #R1516.01 for the rental of 7 artworks from the Saskatchewan Arts Board Permanent Collection for the period of January 15th, 2015 to January 14, 2016. The annual rental fee for this work is plus an installation fee of \$50.00. An invoice will be forwarded shortly.

Two copies of the contract are enclosed along with schedules B and C. Please sign and date both copies of the contract and return one to us. Your signature is your agreement to the terms and conditions of the contract. Please retain the schedules for your own reference. I encourage you to read the terms and conditions of the rental contract carefully. Note that although the Arts Board insures each work of art, the borrower is liable for each occurrence of loss or damage to the art to the extent of the deductible of the insurance policy. Only Arts Board personnel are insured to handle the art work.

Thank you for supporting the Saskatchewan Arts Board Rental Program. It was a great pleasure working with you to choose the work. I trust that the art work will enhance your work environment and inspire dialogue amongst your colleagues and clients.

Sincerely.

Belinda Harrow
Outreach Coordinator
Permanent Collection

cc. Denise Dreher, Finance Coordinator

Our mission is to cultivate an environment in which the arts thrive for the benefit of everyone in Saskatchewan.



#### ART RENTAL INVOICE

Invoice Date January 7, 2015

Contract # R1516.01

Start Date January 15, 2015

End Date January 14, 2016

Time Frame 365

**Organization** Saskatchewan Office of the Information and Privacy Commissioner

Contact Sherri Fowler

Phone # 306-798-2262

Additional Details

Details	•				
Accession	Enter R- Renewal			Art Rental Value for	Current Appraised
No.	N- New	Artist	Artwork	Billing	Value
1980-022	N	McGregor Hone	Winter Aspen 6	3	
1973-018	N	Edna E. Markle	Four Granaries		
1972-014	N	Bart Pragnell	Untitled		
1981-011	N	Douglas Bentham	Prairie Duster II		
1970-002	N	Adam Deutscher	Juveniles		
2014-004	N	Lorenzo Dupuis	In and Out - Edmonton Ukrainian Chu		
1997-005	N	Anne E. Meggitt	Golden Fall		
100 Maria 1				4.1.1	
***************************************					
Γotal value of	works listed a	bove		\$	
12% of value of	f work			400	
For 365 / 365 a					
Γotal Rental A 					
Fotal Transpor					
ristaliation fee					
Total Invoic	е				



#### PERMANENT COLLECTION

Rental Contract No. R1516.01

Contract Period: January 15, 2015 to January 14, 2016

This rental contract has been made this Wednesday, January 7, 2015 between:

LENDER:

AND

**BORROWER:** 

SASKATCHEWAN ARTS BOARD 1355 Broad Street Regina, SK S4R 7V1 Ph: (306) 787-4057 or Toll Free in Sask. 1-800-667-7526

INFORMATION AND PRIVACY COMMISSIONER

503 - 1801 Hamilton Street Regina, Saskatchewan S4P 4B4

SASKATCHEWAN OFFICE OF THE

Telephone: (306) 798-2262

LIST OF WORKS:

FAX (306) 787-4199

-	Accession No.	Artist	Artwork	Current Appraised Value
1	1980-022	McGregor Hone	Winter Aspen 6	\$
2	1973-018	Edna E. Markle	Four Granaries	\$
3	1972-014	Bart Pragnell	Untitled	\$
4	1981-011	Douglas Bentham	Prairie Duster II	\$
5	1970-002	Adam Deutscher	Juveniles	\$
6	2014-004	Lorenzo Dupuis	In and Out - Edmonton Ukrainian Church - Winter View	\$
7	1997-005	Anne E. Meggitt	Golden Fall	\$

TOTAL ART RENTAL VALUE (FOR BILLING): \$ RENTAL VALUE: 12% of \$ Per Annum

TOTAL INSURANCE VALUE: \$

#### TERMS OF AGREEMENT

The LESSEE agrees to rent from the Saskatchewan Arts Board the works of art as listed above.

The LESSEE agrees to comply with the conditions of this rental contract including the attachment and as stated in SCHEDULE B hereto annexed.

The LESSEE agrees to assign individuals to act on its behalf and assume the responsibilities of a Designated Officer and a Signing Authority as described in the schedule hereto annexed as SCHEDULE C.

#### SIGNING AUTHORITY

The undersigned agree to the terms of this rental contract as stated above on behalf of their respective parties, and thereby, cause the terms to be executed on their behalf:

LENDER:

SASKATCHEWAN ARTS BOARD

Outreach Coordinator, Belinda Harrow

LESSEE:

SASKATCHEWAN OFFICE OF THE INFORMATION AND PRIVACY

**COMMISSIONER** 

Early Resolution Officer, Sherri Fowler

Saskatchewan Information and Privacy Commissioner, Ron Kruzeniski

Date:

RENTALS TO GOVERNMENT DEPARTMENTS, PUBLIC NON-PROFIT AGENCIES AND CORPORATE ENTITIES FROM THE PERMANENT COLLECTION OF SASKATCHEWAN ARTS BOARD ARE SUBJECT TO THE FOLLOWING CONDITIONS. FAILURE TO ADHERE TO THESE CONDITIONS MAY RESULT IN THE TERMINATION OF THIS CONTRACT.

Eligibility:

Requests must be made in writing to the Saskatchewan Arts Board. The Saskatchewan Arts Board will determine the eligibility of the Lessee to rent artworks.

Access:

The public must have access to art display areas during the Lessee's normal operating hours.

Environment:

Works of art must be protected at all times from physical and environmental hazards, including extremes of temperature and humidity. In addition, all objects must be protected from fading or deterioration caused by direct or reflected sunlight, artificial light or unfiltered fluorescent light. Any office renovations require that the art work be removed by Saskatchewan Arts Board staff; a minimum of two weeks notice is required.

Care:

Unless otherwise noted, each object is received in condition. Proper care shall be taken by the Lessee to ensure that all works of art are protected against loss, damage or deterioration.

Handling:

The Lessee shall not attempt to clean, repair or relocate a work of art and ensures that works are not handled by any person except professional art handlers employed or contracted by the Saskatchewan Arts Board.

Damage:

The Lessee shall give prompt notice to the Saskatchewan Arts Board of any

loss or damage to any work of art.

Inspection:

The Saskatchewan Arts Board may inspect any work of art upon reasonable notice to the Lessee and at a reasonable time.

Inventory:

The Lessee shall conduct an inventory of works of art and submit this information to the Saskatchewan Arts Board at the beginning of each fiscal year (April 1).

Transportation:

The Saskatchewan Arts Board reserves the right to arrange and supervise all transportation of artworks.

Insurance:

The Saskatchewan Arts Board shall insure each work of art against all perils, subject to such deductibles as it may decide. The Lessee shall be liable to indemnify the Saskatchewan Arts Board for each occurrence of loss or damage to each work of art to the extent of the deductible of the insurance. policy.

Reproduction:

Objects are the property of the Saskatchewan Arts Board. They may not be photographed or reproduced in any way without prior consent of the Saskatchewan Arts Board and the artist if applicable.

Credit Line:

Labels and interpretive material must conform to information provided by the Saskatchewan Arts Board, and must contain a credit line to "The Saskatchewan Arts Board Permanent Collection".

Authorized Agents:

The Lessee must assign one person to be responsible as its Designated Officer and another person to have Signing Authority on its behalf. If it becomes necessary to replace either of these authorized agents during a contract period, the Lessee must provide written notice to the Saskatchewan Arts Board prior to the change.

Contract Period:

Rental Contracts are drawn up for a period of 12, 24 or 36 months terminating on the last day of the assigned contract month.

Renewals:

Individual works of art may be rented by any one client only for a maximum of four consecutive years, after which they must be returned to the Saskatchewan Arts Board.

Withdrawal:

The Saskatchewan Arts Board reserves the right to withdraw any or all artworks from rental at its discretion. Upon receipt of a request that a work of art be returned, the Lessee shall promptly cause the work to be released to the Saskatchewan Arts Board.

Cost:

Fees are charged in order to offset costs of services provided to the Lessee by the Saskatchewan Arts Board. Failure to pay within 90 days of receipt of invoice may result in interest charges being applied at a rate set on the invoice.

Name change:

In the event that the company or government department named on the contract undergoes a name change, the contractual obligations outlined in the contract remain in effect for the life of the contract. The Saskatchewan Arts Board must be notified immediately of any such changes, including change of designated officer or lessee.

Exceptions:

Any exceptions or additions to these conditions must be attached in writing, and are subject to the approval of the Saskatchewan Arts Board.

# SASKATCHEWAN ARTS BOARD RENTAL CONTRACT SCHEDULE "B"

#### TERMS AND CONDITIONS

#### 1. <u>CONTRACT PERIOD</u>

- 1. All clients are assigned a contract date, defined by the month and year that the contract matures.
- 2. Contracts are drawn up for a period of one, two, or three years, terminating on the last day of the assigned contract month.
- 3. Contracts may be renewed to a maximum of four years.

#### 2. <u>FEES</u>

- 1. Rental fees are 12% per year of the appraised market value of the work.
- 2. The minimum fee for an art rental contract is \$500.00 per year.
- 3. Rental fees are payable within 90 days of the installation date. Failure to pay within 90 days may result in interest charges being applied at a rate set on the invoice.
- 4. The client pays for the cost of transportation of the art works to and from the installation location. The set fee is \$50.00. If the artworks require oversized transportation an additional cost for the service of a moving van is charged.

#### 3. <u>CARE AND HANDLING OF THE ART WORKS</u>

- 1. The client ensures that the works are not handled by any person except a member of the Saskatchewan Arts Board staff or a professional art handler contracted by the Saskatchewan Arts Board.
- 2. The client shall not attempt to clean, repair or move a work of art.
- 3. The client shall give written notice within seven days to the Saskatchewan Arts Board of any loss of or damage to works of art.
- 4. If any work(s) is (are) damaged on site, no credit or rental fee will be applied and Clause 4.1 of the rental policy will go into effect.

#### 4. <u>LIABILITY AND INSURANCE</u>

- 1. The Saskatchewan Arts Board shall insure each work of art listed on the Contract against such perils and subject to such deductibles as the Saskatchewan Arts Board may decide.
- 2. The client shall be liable to indemnify the Saskatchewan Arts Board for each occurrence of loss or damage to the work of art to the extent of the deductible of the insurance policy of the Saskatchewan Arts Board.
- 3. Where loss or damage to any work of art results from a breach of Clause 3.1 of the rental policy, the client shall be liable for damage including the full cost of repairing any such damage. In the event of loss or total destruction the client shall be liable for the full market value of the work of art.
- 4. The client will not be responsible for the cost of restoration due to normal wear and tear.

#### 5. <u>RELOCATION OR REMOVAL OF ART WORKS</u>

1. For any relocation, removal, exchange or installation of an art work initiated by the client during the term of contract, the client will pay the Saskatchewan Arts Board a professional fee of \$40.00/person hour or any part thereof. Note: The artwork must be temporarily removed and stored if renovations or wall painting is to be undertaken by the client. A minimum of two weeks notice is required.

#### Schedule B...page 2

- 2. If the removal, relocation or installation necessitates the hiring of a professional art handler, the client pays the costs of such professional art handlers in addition to an administration fee of \$50.00.
- 3. Written notification will be provided to the Arts Board by the client two weeks prior to the date that the relocation or removal of the art work(s) is required.
- 4. The Saskatchewan Arts Board may remove any work of art if:
  - (a) the client contravenes the terms of the rental contract;
  - (b) the work of art is in danger of being damaged;
  - (c) the work requires restoration;
  - (d) the art work is required for public exhibition.

#### 6. EXHIBITIONS

- 1. Art works may be removed by the Saskatchewan Arts Board for exhibitions in museums and galleries.
- 2. In this case, the Saskatchewan Arts Board will replace a work and enter into a contract for the leasing of that replacement work. The rental period of the replacement will be the same as that of the work removed. No installation or transportation fees will be charged.
- 3. Upon receipt of a notice that a work of art be returned, the client shall promptly and diligently cause the work to be released to the Saskatchewan Arts Board.

#### 7. <u>CREDITS AND ADJUSTMENTS</u>

- 1. Except as provided in Clause 7.2 of the rental policy, the client is not entitled to a credit of rental for the instalment period during which the work(s) is (are) returned to the Saskatchewan Arts Board.
- 2. The client is entitled to an adjustment of rental fee for the return of any works of art before the termination date from the date which the work of art is removed from the client's premise only in the following cases:
  - a) when new Ministers, Deputy Ministers and Assistant Deputy Ministers are appointed and wish to change and /or remove their predecessor's selection;
  - b) when Ministers, Deputy Ministers or Assistant Deputy Ministers are transferred and wish to make a new selection or move works to a new office;
  - c) when works of art are removed because a branch or section of the organization is disbanded or transferred to another building or office.
  - d) when works of art are required by the Saskatchewan Arts Board for exhibition at museums and galleries.

#### 8. <u>INVENTORY AND AUDIT</u>

- 1. Upon reasonable notice to the client, the Saskatchewan Arts Board may inspect any work of art.
- 2. The client shall keep an inventory of all works installed indicating the building, floor, section and office number, where applicable, and submit this information to the Arts Board at the beginning of each fiscal year (April 1).

# SASKATCHEWAN ARTS BOARD RENTAL CONTRACT SCHEDULE "C"

## RESPONSIBILITIES OF THE DESIGNATED OFFICER AND SIGNING AUTHORITY

#### **SIGNING AUTHORITY**

Each client must assign one person who has the authority to:

- a) commit the department or organization to the terms of the rental contract;
- b) assume responsibility for the works of art at the time of installation;
- c) ensure invoices are paid as due.

#### **DESIGNATED OFFICER**

Each client must assign one person who is designated to:

- a) arrange appointments for the selection of works of art;
- b) ensure that all contracts are signed and returned to the Saskatchewan Arts Board within one month of receipt;
- c) schedule installation dates and arrange for transportation and assistance at the place of installation should it be required;
- d) communicate art rental conditions to all personnel with special reference to care of art work, relocations and removals, loss or damage to works of art;
- e) distribute the organization's internal policy on the use of Saskatchewan Arts Board services and advise all personnel that any questions should be directed to the designated officer;
- f) keep an inventory of art works and notify the Saskatchewan Arts Board of any discrepancy between the inventory and the rental contract;
- g) notify the Saskatchewan Arts Board immediately upon learning about the loss of or damage to any work of art;
- h) within seven days of damage, submit a written damage report including the name of person who discovered the loss or damage, cause and date of discovery, a description of damage;
- i) at least one month prior to the assigned date of contract, advise the Arts Board which works are to be retained and which are to be removed;
- j) ensure that Saskatchewan Arts Board labels are visible at all times and are in good condition and report any missing or damaged labels to the Saskatchewan Arts Board.



1355 Broad Street

Regina, Saskatchewan

S4R 7V1

P: (306) 787-4056

Toll Free (Sask.): 1-800-667-7526

F: (306) 787-4199

www.artsboard.sk.ca

January 10, 2015

Ms. Sherri Fowler Saskatchewan Office of the Information and Privacy Commissioner 503 - 1801 Hamilton Street Regina, Saskatchewan S4P 4B4 (306) 798-2262

Dear Ms. Fowler

Re: Art Rental Contract No. R1516.01 Invoice

Please find enclosed an invoice for the art rental contract R1516.01 for the period of January 15, 2014 to January 14, 2015 for 7 artworks from the Arts Board Permanent Collection.

Thank you once again for supporting the Saskatchewan Arts Board Art Rental Program and Saskatchewan artists. Please contact me if you have any concerns or questions about the artworks you have on display.

Sincerely

Belinda Harrow
Outreach Coordinator
Permanent Collection

cc. Denise Dreher, Finance Coordinator

Our mission is to cultivate an environment in which the arts thrive for the benefit of everyone in Saskatchewan.

1355 Broad Street Regina, SK. S4R 7V1

(306) 787-4057

Contract No. R1516.01

## **RECEIPT**

Name:

Saskatchewan Office of the Information and Privacy Commissioner

Address:

503 - 1801 Hamilton Street (work installed or 12th floor boardroom)

Phone/ email:

798-2262

Signature:

Sherri Fowler, Early Resolution Officer

VIA:

Arts Board; Ward Schell

Purpose:

To install artworks for new art rental agreement

Description:

To be installed Thursday January 8th, 2015:

	Accession No.	Artist	Artwork
1	1980-022	McGregor Hone	Winter Aspen 6
2	1973-018	Edna E. Markle	Four Granaries
3	1972-014	Bart Pragnell	Untitled
4	1981-011	Douglas Bentham	Prairie Duster II
5	1970-002	Adam Deutscher	Juveniles
6	2014-004	Lorenzo Dupuis	In and Out - Edmonton Ukrainian Church - Winter View
7	1997-005	Anne E. Meggitt	Golden Fall

Issued by: Belinda Harrow

Date:



#### ART RENTAL INVOICE

Invoice Date January 7, 2015

Contract # R1516.01

Start Date January 15, 2015

End Date January 14, 2016

Time Frame 365

**Organization** Saskatchewan Office of the Information and Privacy Commissioner

Contact Sherri Fowler

Phone # 306-798-2262

Additional **Details** 

	Enter			Art Rental	Current
Accession	R- Renewal			Value for	Appraised
No.	N- New	Artist	Artwork	Billing	Value
1980-022	N	McGregor Hone	Winter Aspen 6	\$	
1973-018	N	Edna E. Markle	Four Granaries	\$	
1972-014	N	Bart Pragnell	Untitled	\$	
1981-011	N	Douglas Bentham	Prairie Duster II	\$	
1970-002	N	Adam Deutscher	Juveniles	\$	
2014-004	N	Lorenzo Dupuis	In and Out - Edmonton Ukrainian Chu		
1997-005	N	Anne E. Meggitt	Golden Fall	\$	
				,	
			11000		
Total value of v	works listed a	bove		\$	
12% of value of	work				
For 365 / 365 d					
Total Rental Ad	djustments				
Total Transpor	tation Costs				
Installation fee					
Total Invoice	9				