



PERMANENT COLLECTION
Rental Contract No. R1819.28 (1-year)

Contract Period: March 15, 2019 – March 14, 2020

This rental contract has been made this March 12, 2019, between:

LENDER:

AND

BORROWER:

Saskatchewan Arts Board
1355 Broad Street
Regina, SK S4R 7V1
Phone: (306) 787-4057 or
Toll Free in Sask. 1-800-667-7526
Fax: (306) 787-4199

Saskatchewan Office of the Information and
Privacy Commissioner
503 - 1801 Hamilton Street
Regina, SK S4P 4B4
CONTACT: Deepa Pawar, Early Resolution
Officer
PHONE: (306) 798-2262

TERMS OF AGREEMENT

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

The LESSEE agrees to comply with the conditions of this rental contract including the attachment and as stated in the Terms and Conditions attached.

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 Terms and Conditions attached.

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

Michael Jones, CEO

2019 03 12
Date

Belinda Harrow, Consultant: Permanent Collection

March 12/2019
Date

LESSEE: Saskatchewan Office of the Information and Privacy Commissioner

DESIGNATED OFFICER:

Deepa Pawar, Early Resolution Officer

March 15, 2019
Date

Ron Kruzeniski, Saskatchewan Information and Privacy Commissioner

March 15, 2019
Date

LIST OF WORKS:

	Accession No.	Artist	Artwork Title	Artwork Image
1	1955-010	Ernest Luthi	Swathing Wheat Near Wynyard	
2	1972-009	Stan Day	Circus Acceleration	

3	1974-004	A. W. Davey	<i>Life's Work Done</i>
4	1975-016	William C. McCargar	<i>Old Threshers</i>
5	1991-003	Darlene Hay	<i>Reflections of Light</i>
6	1992-064	Bob Boyer	<i>Hello from Wanuskewin</i>
7	1995-014	Rigmor Clarke	<i>Sunset over Freeman Island</i>
8	1995-016	Rigmor Clarke	<i>Stormy Night</i>
9	2007-028	Rigmor Clarke	<i>Pinkey Bay</i>
10	C78.4	Anne Clark	<i>August One</i>

Total Fair Market Value:	\$	
---------------------------------	----	--

SASKATCHEWAN ARTS BOARD ART RENTAL CONTRACT

Schedule A

Terms and Conditions

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.
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.

TERMS AND CONDITIONS (continued)

1. CONTRACT PERIOD

- 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. FEES

- 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. CARE AND HANDLING OF THE ART WORKS

- 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. LIABILITY AND INSURANCE

- 1) The Saskatchewan Arts Board shall insure each work of art listed on the Contract against such perils. In the case of damage due to earthquake the client shall be liable to indemnify the Saskatchewan Arts Board to the extent of the deductible which is either 5% of the limit of liability or a minimum of \$10,000.
- 2) 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.
- 3) The client will not be responsible for the cost of restoration due to normal wear and tear.

5. RELOCATION OR REMOVAL OF ART WORKS

- 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 per 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.
- 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. CREDITS AND ADJUSTMENTS

- 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. INVENTORY AND AUDIT

- 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).

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
306.787.4056 1.800.667.7526
www.artsboard.sk.ca info@artsboard.sk.ca

March 12, 2019

Deepa Pawar, Early Resolution Officer
Saskatchewan Office of the Information and Privacy Commissioner
503 - 1801 Hamilton Street
Regina SK S4P 4B4



RE: Art Rental Contract No. R1819.28 (1-year contract)

Dear Ms Pawar:

Please find enclosed the art rental contract R1819.28 for the rental of 10 art works from the Saskatchewan Arts Board Permanent Collection. Enclosed are two copies of the contract for the period March 15, 2019, to March 14, 2020. The rental costs are outlined in the enclosed Art Rental Fee Sheet. A formal invoice will be forwarded shortly.

Two copies of the contract are enclosed along with terms and conditions. **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 one 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, only the Saskatchewan Arts Board staff are insured to handle the art work.

Thank you for supporting the Saskatchewan Arts Board Rental Program. I hope the art work will continue to inspire dialogue amongst your colleagues and visitors.

Sincerely,



Belinda Harrow
Consultant: Permanent Collection

cc: Denise Dreher, Finance and Operations Coordinator