



**SK ARTS PERMANENT COLLECTION
Rental Contract No. R2223.28 (3-year)**

Contract Period: March 15, 2023 – March 14, 2026

This rental contract has been made this February 2, 2023, between:

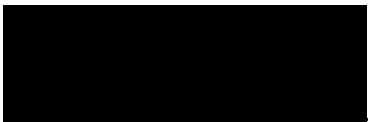

LENDER:	AND	BORROWER:
SK Arts 1355 Broad Street Regina, SK S4R 7V1 Toll Free in Canada: 1-800-667-7526		Information and Privacy Commissioner 503, 1801 Hamilton Street Regina, Saskatchewan S4P 4B4
CONTACT:		CONTACT:
Belinda Harrow Consultant: Permanent Collection (306) 539-7599 (Regina) bharrow@sk-arts.ca		Danielle Serson, Manager of Administration (306) 787-0488 dserson@oipc.sk.ca

TERMS OF AGREEMENT


The LESSEE agrees to rent from SK Arts the works of art as listed below.
The LESSEE agrees to comply with the conditions of this rental contract as stated in the attached Terms and Conditions.
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 attached Terms and Conditions.

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:

 _____	2022 02 10 _____
Michael Jones, CEO	Date
 _____	February 2, 2023 _____
Belinda Harrow, Consultant: Permanent Collection	Date

LESSEE: Information and Privacy Commissioner

D  _____	February 13, 2023 _____
Danielle Serson, Manager of Administration	Date

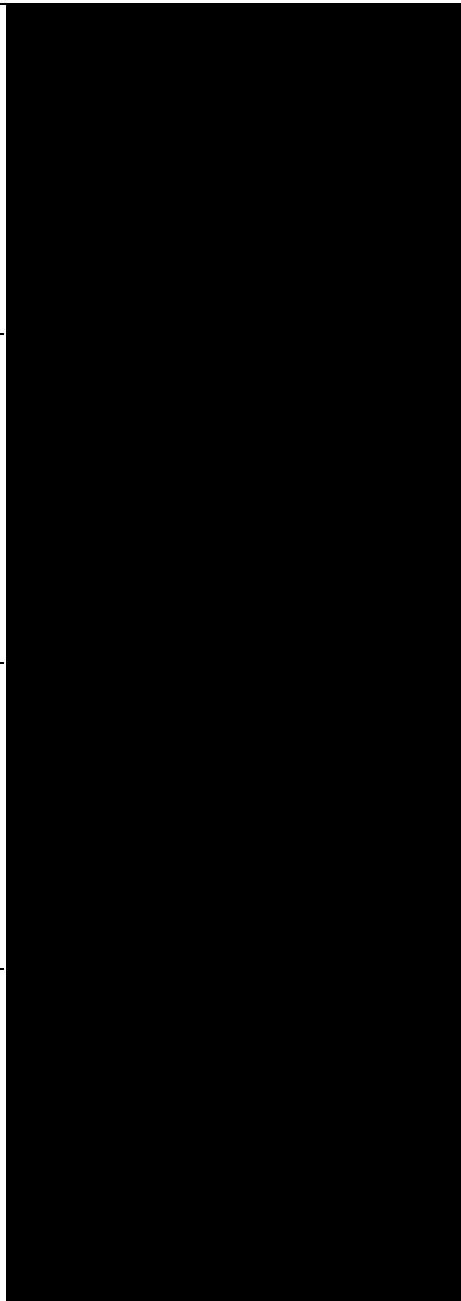
LESSEE SIGNING AUTHORITY:

 _____	February 13, 2023 _____
Tristan Hungle, Director of Corporate Services	Date

LIST OF WORKS:

	Accession No.	Artist	Artwork Title	Artwork Image
1	2012-007	Minnie Ryder	<i>Dakota Beaded Pipebag</i>	
2	2021-049	David Thauberger	<i>Farm Yard</i>	
3	2022-034	Heike Fink	<i>Flyways</i>	
4	2020-070	Wynona Mulcaster	<i>Cattle Grazing</i>	
5	2018-025	Marsha Kennedy	<i>Broken Fields</i>	
6	2016-027	Ruth Pawson	<i>Sombre November</i>	

7	2015-007	RFM McInnis	<i>Malavel, SK</i>
8	1969-014	Robert N. Hurley	<i>Untitled</i>
9	1994-048	Courtney Milne	<i>Wikaninnish, House of the Salmon People</i>
10	1997-005	Anne E. Meggitt	<i>Golden Fall</i>



Total Fair Market Value:

\$ 

SK ARTS ART RENTAL CONTRACT

Schedule A

Terms and Conditions

RENTALS TO GOVERNMENT DEPARTMENTS, PUBLIC NON-PROFIT AGENCIES AND CORPORATE ENTITIES FROM THE PERMANENT COLLECTION OF SK ARTS 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 SK Arts. SK Arts 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 artwork be removed by SK Arts 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 SK Arts.
- Damage:** The Lessee shall give **prompt** notice to SK Arts of any loss or damage to any work of art.
- Inspection:** SK Arts 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 SK Arts at the beginning of each fiscal year (April 1).
- Transportation:** SK Arts reserves the right to arrange and supervise all transportation of artworks.
- Insurance:** SK Arts shall insure each work of art against all perils.
- Reproduction:** Objects are the property of SK Arts. They may not be photographed or reproduced in any way without prior consent of SK Arts and the artist if applicable.
- Credit Line:** Labels and interpretive material must conform to information provided by SK Arts, and must contain a credit line to "SK Arts 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 SK Arts 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 SK Arts.
- Withdrawal:** SK Arts 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 SK Arts.
- Cost:** Fees are charged in order to offset costs of services provided to the Lessee by SK Arts. 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. SK Arts 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 SK Arts.

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 SK Arts staff or a professional art handler contracted by SK Arts.
- 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 SK Arts 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) SK Arts 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 SK Arts 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 artwork initiated by the client during the term of contract, the client will pay SK Arts 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 SK Arts by the client two weeks prior to the date that the relocation or removal of the artwork(s) is required.
- 4) SK Arts 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 artwork is required for public exhibition.

6. EXHIBITIONS

- 1) Artworks may be removed by SK Arts for exhibitions in museums and galleries.
- 2) In this case, SK Arts 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 SK Arts.

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 SK Arts.
- 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 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 SK Arts for exhibition at museums and galleries.

8. INVENTORY AND AUDIT

- 1) Upon reasonable notice to the client, SK Arts 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 SK Arts 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 SK Arts 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 artwork, relocations and removals, loss or damage to works of art;
- e) distribute the organization's internal policy on the use of SK Arts services and advise all personnel that any questions should be directed to the designated officer;
- f) keep an inventory of artworks and notify SK Arts of any discrepancy between the inventory and the rental contract;
- g) notify SK Arts 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, date of discovery, and a description of damage;
- i) at least one month prior to the assigned date of contract, advise SK Arts which works are to be retained and which are to be removed;
- j) ensure that SK Arts labels are visible at all times and are in good condition, and report any missing or damaged labels to SK Arts.