



The Contracting Process is perhaps the most intensive time for the artist. As with all binding agreements, the contract phase helps establish the parameters of the apprenticeship and specifies **terms and conditions** under which both parties are held liable. It also defines the respective **roles and responsibilities** and articulates the primary **benchmarks for success**.

For the artist, there may be TWO different contracts:

- 1) a binding agreement with a third-party that may pay full or partial compensation to the artist for their time, training; and
- 2) a legal contract with the student to define the terms and conditions of the apprenticeship.

These documents define the artist's legal responsibilities and how the IRS will recognize the agreement. They also outline the artist's rights as an employer and spells out the work environment. They should clearly state the proposed outcomes of the apprenticeship. Here are some key questions to help shape the contents of the contract/agreement:

For the Contract with the Third Party/Paying Entity (if applicable)

Performance Expectations

- What kind of duties do you expect the artist to perform?
- What type of training will you offer the artist as part of the apprenticeship?
- How will the apprenticeship be evaluated?
- What can I expect to receive for having an apprentice?

Compensation

- Will I be paid for the apprenticeship? If so, how much? By whom? If applicable, who will pay the student? (paid through the artist, paid directly by the third party)
- Will I be expected to travel as part of the apprenticeship? If so, will I pay expenses directly and then submit receipts for reimbursement?
- Am I considered a contract employee (1099 misc) by the apprenticeship organizers?

In this contract, the artist should address any legal, tax, insurance or business-related issues that may impact their liability for conducting the apprenticeship.

For the Contract with the Apprentice:

Performance Expectations

- What kind of duties do you expect the student to perform?
- What type of training will you offer the student as part of the apprenticeship?
- How will the apprenticeship be evaluated?
- What do I expect to gain for having an apprentice?



Work Environment

- Do you expect the student to work specific hours, days?
- Do you have a dedicated work space for the individual?
- What is the dress code?
- Is it a smoke-free environment?
- What amenities are available on premises? For example, parking, lockers, cafeteria/lunch area, etc.
- Will you allow the student to use the studio independently, during free time outside of work?
- If so, will you charge them for use of studio equipment or materials? If yes, studio equipment/materials offered at cost or a pro-rated fee?
- Will you provide training and instruction on use of all equipment?

Compensation

- Will the student be paid? If so,
 - Hourly wage
 - Stipend
 - Barter for studio time (specify terms here)
- Will the student be expected to travel as part of the apprenticeship? If so, will the student pay expenses directly and then submit receipts for reimbursement?
- What benefits, if any, are provided during the student's apprenticeship?

Prior to conducting any apprenticeship, the artist and student should agree on the specific terms/conditions of the arrangement. This step will help ensure that mutual expectations are met, whether formalized in a detailed contract or letter of agreement signed by both individuals. Sample contracts are provided for reference.