



Apprenticeship Agreement

This Apprenticeship Agreement is made between **Artist's name** ("Artist") whose **(company/studio)** address is **(list here)** and **Apprentice's name** ("Apprentice") who currently resides at **(address here.)**

1. Description of Work

The Apprentice seeks an on-site training and mentoring program with the Artist to gain valuable creative development and hands-on learning about the business of craft. Specifically, the Apprentice will receive:

- Instruction about the administration, marketing and making of craft
- Personal interaction with a working artist to advance creativity and learning
- Studio time to develop creative skills and application
- **ADD ADDITIONAL BENEFITS HERE**

2. Performance Measures

The Artist agrees to help stimulate growth in creativity and learning by:

- Sharing specific how-to instruction on creating handmade objects
- Discussing the specific business model of the Artist, including but not limited to, the administrative set up, operations, marketing and distribution of their craft business
- Seek out opportunities for the Apprentice and Artist to engage in **at least two** external professional development programs (via area seminars, continuing education classes, industry or regional marketing activities, etc.

In return for the on-site training and mentoring, the Apprentice agrees to:

- Arrive on time and be willing to work during the hours outlined

- Adhere to the dress code set forth by the Artist
- Conduct duties with enthusiasm and professionalism
- Act responsibly and with appropriate care around machinery, customers, studio equipment, etc.
- Accept constructive instruction and guidance/advice from the Artist

3. Apprenticeship Outcomes

It is anticipated that the following activities will occur at the conclusion of the Apprenticeship: (LIST SPECIFICS HERE, FOR EXAMPLE...)

- The Apprentice will have, at minimum, five additional pieces of work for display at exhibitions or inclusion in their portfolio
- The Apprentice and Artist will conduct an exit interview to discuss the apprenticeship and articulate their strengths and skills or areas of improvement
- If appropriate or deemed worthy, the Artist will provide the Apprentice with a letter of reference or commendation

4. Term of Apprenticeship

The apprenticeship will begin on (date) and conclude on (date) with the Apprentice working XX hours per week in accordance with the following schedule (to be submitted in detail here by the artist.)

IF APPLICABLE, ADD:

- If the apprentice is expected to live on premises, and if room/board is provided as part of the terms of the apprenticeship
- Spell out housing policies, if the studio is located in a residence or room/board is provided as part of the apprenticeship
- If the apprentice is expected to travel to business functions, such as trade fairs or shows, as part of the apprenticeship training (address travel logistics, expenses in section 9.)

5. Ownership

All work completed on the Artist's premises, during the term of the apprenticeship, is considered owned by the Artist unless otherwise stated or approved in advance. The Apprentice understands and agrees that the creative application for producing their unique handmade objects is solely owned by the Artist.

All items within the studio – including raw materials, equipment, supplies, files and other business related items – are considered sole property of the Artist. The Apprentice may not use or copy unless approved in advance by the Artist.

6. Authorship Credit

The Apprentice's work culminating from the Apprenticeship shall contain the following credit line: **Produced by XXX at XXX Studio.**

7. Payment

Add the appropriate section:

- A. No compensation will be provided for this Apprenticeship. **All out-of-pocket expenses during the Apprenticeship shall be born by the Apprentice unless otherwise stipulated in writing in advance. In addition, the Apprentice will pay all travel expenses associated with related marketing or professional development activities unless otherwise stated in advance.**
- B. For the services outlined above, the Artist or third party coordinating this Apprenticeship will **compensate (XX per hour / week or full project fee)** the Apprentice. This amount represents a stipend for the creative, professional skills afforded the Artist by the Apprentice.
- C. In **lieu of payment, the Apprentice is provided unlimited use of the studio as barter** for the work performed during the Apprenticeship. The Apprentice will assume all liability associated with working in the Studio and operating the equipment, and will hold harmless the Artist from any situations resulting from said use. Materials will be charged at cost (or specified fee) and must be paid to the Artist within two weeks of invoice submission.

8. Expenses

Travel and other out-of-pocket expenses incurred by the Apprentice as the cost of doing business will be reimbursed by the Artist or third party coordinating this apprenticeship upon submission of invoice and documentation (original receipts and other appropriate financial data) to demonstrate source and amount of claim. The Artist will identify in advance which expenses will be considered reimbursable, and set forth parameters for paying travel and other expense categories. All expense reimbursements to the Apprentice will be made within 30 days of receipt of invoice.

OPTIONAL: In addition, the Artist requires that the Apprentice pay for any breakage or damage of property as a result of this Apprenticeship. A reimbursement plan will be outlined in the personnel policy and reviewed between both parties before entering into this agreement.

9. Terms for Immediate Cancellation

- If either party falsifies or misrepresents any information in their application
- If either party violates the law (theft, discrimination, sexual harassment, perjury, etc.)
- If either party dies or becomes disabled before completion of the Apprenticeship, the terms of this program become null and void. The remaining collaborator(s) may hire someone else to complete the term of the program.
- Acts of God, adherent in individual artists' insurance policy
- In addition, either party may request termination of the apprenticeship for:
 - Illness preventing the party from fulfilling the performance duties
 - Personal or family crisis, emergency
 - Unsuitable conduct or incompatibility (personality differences)

10. Quitting the Apprenticeship

If either of the parties wishes to quit the Apprenticeship before the scheduled term is completed, the Artist and Apprentice shall enter into a written agreement setting forth the rights of the withdrawing party, including any outstanding compensation (financially or legally) to be paid to the withdrawing collaborator. If the parties are unable to agree, the parties shall submit our dispute to mediation and/or arbitration as described below.

11. No Partnership

The Artist and Apprentice are collaborators in this single project. This agreement does not create a partnership relationship.

12. Non-Competition

For a period of **XX months/years** after completion of the Apprenticeship, the Apprentice shall participate in the preparation of any other work that directly competes with and would significantly diminish the sales of the Artist.

13. Derivative Works

Neither the Artist nor Apprentice will incorporate proprietary material or creative process based on or derived from the Apprenticeship in any subsequent work without the written consent of the other party.

14. Warranties and Indemnities

Both the Artist and the Apprentice represent and warrant to each other that:

- Each is free to enter into this agreement,
- None of the contributions to the Apprenticeship libel, violate the right of privacy or publicity or infringe upon any copyright or other proprietary right of any other person or entity, and
- In the case of a home studio/office, the Apprentice will hold the Artist harmless from all accidents and related incidents.

Each party agrees to indemnify the other(s) for any loss, liability or expense resulting from the actual breach of these warranties.

15. Applicable Law

This agreement will be governed by the laws of the state of **XXX**.

16. Dispute Resolution

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: **City/State**. Any costs and fees other than attorney fees associated with the mediation will be paid for **by the party bringing forth the dispute**.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: **City/State** under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

17. Attorney Fees

If any legal action is necessary to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which he or she may be entitled.

Signatures

Signature Date

ARTIST
Typed or Printed Name

Signature Date

APPRENTICE
Typed or Printed Name

