

*Memorandum of understanding for the artist in Residence Bristol Pottery Studio  
January 1, 2019-June 30, 2022*

Whereas the Town of Bristol Recreation Department (BRD) operates a Pottery Studio and Whereas the BRD wishes to engage the services of an Artist in Residence to oversee the operations of the said studio; and Whereas Matlakwauhtli Mayforth also Known as Marcy Mayforth (Artist) is a professional, self-employed pottery artist;

Now therefore, this agreement is entered between Marcy Mayforth, and the BRD (with permission of the town Bristol Selectboard), regarding understandings and arrangements for an Artist in Residence at the Bristol Pottery Studio. The purpose of this agreement is to clarify the relationship between the Town and the Artist, including issues of use of facilities, hours of operation, property ownership, taxes and insurance.

**The term of Agreement:** This agreement shall run for a period of two years from January 1, 2019-June 30, 2022.

**Responsibilities of the Bristol Recreation Department:**

- 1) BRD will provide studio space for a pottery studio.
- 2) BRD will promote pottery studio classes via its seasonal brochures and will provide services for registering students for pottery classes.
- 3) Artist will have use of the pottery studio and Kiln for her own pottery work, as well as for the provision of pottery classes on behalf of BRD. It is understood that she will use her own materials for her work and BRD materials for Recreation program classes.
- 4) BRD will compensate the Artist for services at the rate of \$12,800 This is to be reviewed annually.

**The responsibility of the Artist in Residence:**

- 1) Artist will provide a minimum of 300 hours per year of teaching time for pottery classes, summer camps and open studio time. Said hours are to be arranged between the artist and the BRD. So as to be convenient for targeted students.
- 2) Artist will provide approximately 300 hours per year of time supervising and operating the BRD kiln at the pottery studio.
- 3) Artist will provide approximately 400 hours per year of oversight and management of the pottery studio facility including ordering and restocking supplies; managing deliveries; creating engaging classes; writing descriptions of classes; provision of exterior maintenance services such as snow shoveling and flower boxes. Supervision of use of the facility by other groups or schools; networking and outreach to promote classes; and teaching pre-planned birthday parties.
- 4) If the artist satisfies the above condition and works beyond the 1000 hours prescribed, she will be paid 60 % of the fees collected for the 2 highest grossing Summer Camps if 4 are taught.
- 5) A weekly time sheet will be completed and delivered to the BRD to track the above hours.
- 6) Artist is a self-employed, independent contractor and shall provide BRD with current proof of insurance consisting of either a certificate of insurance for workers compensation or by entering into a hold harmless agreement.
- 7) Artist shall not be eligible for workers compensation or unemployment benefits through BRD.

**Independent Contractor**

Contractor further acknowledges and agrees it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Bristol Recreation and Contractor. Contractor shall not be entitled to receive any benefits from Bristol Recreation and shall not be eligible for workers' compensation or unemployment benefits.

## Equipment & Materials

Bristol Recreation agrees to provide space, equipment, and publicity for the class by advertising through all regularly produced programs and via internet/social media and other media sources as they deem appropriate. Prior to the start of the class Bristol Recreation will provide, a list of participants and phone numbers. Any materials required/needed for the class may be purchased by Bristol Recreation and included in the price of the class. If supplies are purchased by the Contractor, they may be reimbursed with payment for the class as long as receipts are submitted, and this was approved, in writing, by Bristol Recreation before classes begin

## Insurance/Indemnification

Before commencing work on this contract, the Contractor must provide certificates of insurance to show the following minimum coverages are in effect.

Contractor agrees that it will provide and maintain during the entire term of this Contract the following insurances with at least the indicated amounts of coverage and provide Bristol Recreation a certificate of insurance listing them as "additional insured", and showing such coverages before providing any services under this Contract (either one or the other will apply, please initial by the statement that applies):

a) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate-Contractor shall name Bristol Recreation as an additional insured.

(Initial) \_\_\_\_\_

b) Statutory Workers' Compensation Insurance-If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor must also complete a Non-Employee Work Agreement with Bristol Recreation, specifying the particular provision of 21 V.S.A. §602(14)(F) that exempts Contractor from having to carry such coverage. (Initial) \_\_\_\_\_

c) The contractor is not an Independent Contractor, therefore does not have/is not required to have Liability or Workers Compensation insurance. The contractor agrees with the Town of Bristol and/or Bristol Recreation Department, will not provide any insurance coverage and the Contractor will complete a Non-Employee Work Agreement in place of coverage. (Initial) MM

d) Contractor shall assume full responsibility for himself/herself and his, her, or its employees, officers, agents, and invitees. Contractor hereby agrees to indemnify and hold and save Bristol Recreation harmless from and against any claim, demand, action or causes of action that may be asserted by any person arising out of Contractor's services which are the subject of this Agreement.

## Contract Documents

This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract or to the Addendum unless said changes, modifications or amendments are in writing duly executed by both parties.

In the event that any action or dispute arises as a result of this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

**Inventory of Equipment:** Both BRD and Artist provide furnishings and equipment for the operation of the Pottery Studio. Following is an inventory of the significant equipment provided by each party at the time of this agreement:

Provided by BRD: 3 pottery wheels and stools, kiln shed, kiln, 2 tables, 10 stools, miscellaneous tools, mop bucket, Clay Kiln posts, Clay Kiln shelves included in Kiln purchase.

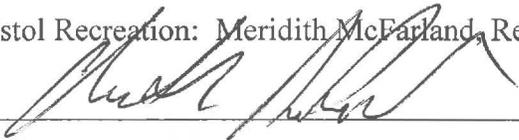
Provided by Artist: 2 pottery wheels and stools, pug mill and table for recycling clay, wedging table, 3 dozen boards to mold clay, Kiln shelves, miscellaneous glazes, 2 filing cabinet, 3 small tables, shelving and ware boards & an antique hutch. Along with various personal items i.e.: plates and books.

**Early Termination:** Either party may terminate this agreement by giving the other party 90 days written notice for any reason, or upon 30 days with cause, and with no further penalty of financial obligations.

Entered the    of January 2019

IN WITNESS WHEREOF, the parties do hereby execute this Contract on the day and year first written above. The person who executed the foregoing instrument, and he (she) thereupon duly acknowledged to me that he (she) executed the same to be his (her) free act and deed.

Bristol Recreation: Meridith McFarland, Recreation Director

  
\_\_\_\_\_

Contractor:  
By: Mary (Matalak) Mayforth  
Name, Authorized representative of Contractor/Sole Proprietor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LIABILITY HOLD-HARMLESS AGREEMENT**

**for use with  
Sole Proprietors and Owner Partners of Unincorporated Businesses**

In consideration of the agreement of \_\_\_\_\_ (municipality)  
to engage my company and me to perform certain services for the Municipality,  
\_\_\_\_\_, (company) and I agree, and for myself/ourselves  
and my/our heirs, executors and administrators agree to indemnify, defend and hold forever  
harmless \_\_\_\_\_ (municipality) its officers, agents and employees from  
and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and  
expenses (including attorney's fees and disbursements) for injury to or death of any person, including  
myself, or damage to property arising out of or resulting from any material, product, equipment,  
vehicle or service supplied by the company or by me, or the agents, servants or employees of either, or  
from any action or failure to act on the part of myself or the company, or the agents, servants or  
employees of either, while performing services for, at the behest of, under contract with or on the  
premises of \_\_\_\_\_ (municipality).

Date: 1/2/19  
Witness: [Signature]

Print Name: Marcy (Mallak) Mayforth  
Sign Name: Marcy Mayforth

Time Sheet

Name: \_\_\_\_\_ Week Of: \_\_\_\_\_

	Teaching time	Kiln	management
Friday	_____	_____	_____
Saturday	_____	_____	_____
Sunday	_____	_____	_____
Monday	_____	_____	_____
Tuesday	_____	_____	_____
Wednesday	_____	_____	_____
Thursday	_____	_____	_____
Total	_____	_____	_____

Time Sheet

Name: \_\_\_\_\_ Week Of: \_\_\_\_\_

	Teaching time	Kiln	management
Friday	_____	_____	_____
Saturday	_____	_____	_____
Sunday	_____	_____	_____
Monday	_____	_____	_____
Tuesday	_____	_____	_____
Wednesday	_____	_____	_____
Thursday	_____	_____	_____
Total	_____	_____	_____