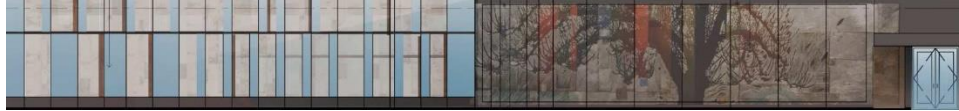


THE HAMILTON PUBLIC LIBRARY
VALLEY PARK BRANCH PUBLIC ART MURAL PROJECT
CALL FOR ARTISTS

Hamilton Public Library
Valley Park Public Art Call



OVERVIEW

Hamilton Public Library is seeking professional artists and artist-led teams to submit proposals for a mural, to be installed on an exterior wall of the new Valley Park Branch and recreation building, with an expected completion date of Spring 2022.

Proposals are encouraged from artists and artist-led teams who have the technical skills to provide the work in a digital format suitable for large scale reproduction. Hamilton Public Library will be responsible for printing the mural onto aluminum composite panels and installation.

Artists will be selected by a jury through a two-stage process involving a written statement of approach and qualifications, followed by submission of a detailed proposal by selected artists.

Artists may create a work specifically for this call or may reformat an existing work. The work can be created in any medium but must be provided as high-resolution digital files suitable for large-format printing. Artists are responsible for providing a quality image. Artists may submit more than one proposal.

AWARD

Short-listed applicants completing a stage two submission will receive \$500.
The winning submission will be awarded \$5,000.

SUBMISSION DEADLINE

June 20, 2021 BY 11:00PM (HAMILTON TIME)

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1.0 PROJECT GOAL AND THEMES

The new Valley Park Branch and recreation building will be home to many avenues of leisure enjoyment and learning opportunities. This new build will incorporate LEED architectural features and reflects Hamilton Public Library's commitment to embracing innovative technology and accountability toward ethical resource management. In preparing this artist call, Hamilton Public Library senior staff asked themselves:

What are the qualities, characteristics and stories of Upper Stoney Creek that should be the theme of the public art mural of the new Valley Park?

Artist's proposal(s) will be scored, in part, on how successfully they address the following goal and themes.

Goal: That the proposed art piece should be welcoming and invite a sense of arrival.

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Themes: The subject of the successful work should be reflective of one or more of the following themes:

- Art that celebrates and reflects the history and local relevance to the Upper Stoney Creek community.
- Art that celebrates the local geographic environment and HPL's commitment to sustainability.

2.0 BACKGROUND

The Valley Park Branch was established in 1978 and moved to the Valley Park Arena and Recreation Centre in 1982. The recreation centre is in parkland at the corner of Paramount Drive and Mud Street. It has a swimming pool, arena and activity rooms. The Library Board has approved a proposed expansion project that would make more space and services available for the area's growing population.

The new and expanded Valley Park Branch will be at the current Valley Park Community Centre. Plans include placing a new larger Valley Park Branch on the site and converting the existing space within the current recreation centre. With the large growth in population on the Stoney Creek Mountain the previous 3,100-square-foot site was inadequate. The new branch will be four times its original size at over 12,000-square-feet and feature modern amenities such as a state-of-the-art Makerspace, an interior courtyard and two 1,500-square-foot multi-purpose rooms funded by a generous \$1.25 million contribution from the Heritage Green Community Trust.

3.0 SITE

The public art mural will be installed as a series of panels mounted to a frame, attached to a granite architectural block along the west side of the newly renovated Valley Park Branch and recreation centre. It will sit 60cm off the ground, near the west-facing entrance. The site is characterized by new and modern architecture surrounded by green space and suburban housing.

The mural is to be printed onto a series of panels with a total combined length of 14.62m and height of 4.27m.

For mural panel elevations, site photos and historical context information, see **Appendix B**. Note: mural panel elevations are shown in millimetres.

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4.0 AWARD

The successful artist will be awarded \$5,000 (excluding HST) upon the provision of digital files of the proposed work at a resolution that can be successfully enlarged to full size by HPL and executed agreements as required by, and to the satisfaction of, the CEO of Hamilton Public Library or his/her designate.

5.0 ELIGIBILITY

City of Hamilton employees are not eligible to submit proposals to this call. Artists under 18 years of age must have their parent or legal guardian sign all required documents on their behalf.

6.0 SELECTION PROCESS

The successful artist will be selected through a two-stage process involving a Stage One Concept Statement of Approach and Qualifications followed by a Stage Two Submission of Detailed Proposal.

6.1 STAGE ONE

Stage One Concept Statement and Professional Qualifications will be adjudicated by the jury to select a minimum of three and maximum of six artists with the highest scoring submissions that meet or exceed all passing scores outlined under Stage One Selection Criteria. These shortlisted artists will be invited to proceed to Stage Two.

6.1.1 STAGE ONE: SUBMISSION REQUIREMENTS

The Stage One proposal shall be limited to a maximum of 10, single-sided 8 ½" x 11" pages. The Submission Form is in addition to these pages. Artists may also include a title page in addition to these pages. One copy of the proposal shall be submitted.

Proposals shall include the following information:

- a. **Submission Form:** A completed and signed Submission Form. A copy of this form is included as Appendix A of this document. Include a scanned or digitally photographed copy in PDF format of all pages.
- b. **Artist's Concept Statement:** A maximum two-page in length, minimum 12 pt font, PDF format:

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- a. A description of the basic design approach; and
- b. A description of how the Artist's approach addresses the project goal, theme(s) and physical context (as outlined in this document).
- c. **Visual Documentation:** Submit a minimum of three images (and a maximum of six images) of relevant completed works by the Artist. Please include title of artwork, materials, dimensions, date, location of artwork and client name for each image.
- d. **Curriculum Vitae:** Outline the qualifications and artistic activities of the artist. Or, in the case of an artist-led team, the lead artist's qualifications and artistic activities. A maximum three-page length, minimum 12 pt font, PDF format. If working as an artist-led team, include:
 - a. the name and address of each team member.
 - b. his/her role in the team.
 - c. prior experience working with the lead artist.
 - d. prior experience working on large format digital works; and
 - e. any other relevant experience.
- e. **Reference Contact Information:** Include the name, address, phone number and e-mail address for three references that have had direct involvement with the lead artist.
- f. **Digital Documentation:** All documents and images for the Stage One proposal shall be submitted in digital format. Images are to be provided in JPEG format at a minimum resolution of 300 dpi and text documents are to be provided in PDF format. Do not embed image(s) in documents such as Word or PowerPoint or compress files (i.e., WinZip, Stuffit, etc.).

6.1.2 STAGE ONE: SELECTION CRITERIA

a. Project Goal and Themes

The Concept Statement shall describe a proposed approach that is responsive to the project goal and theme(s), is appropriate for the physical context, and is appropriate for display in an outdoor public place. Max points: 30, Min points to pass: 20

b. Artistic Excellence

The past work of the artist or artist-led team, as established by the included images and C.V., demonstrates originality and excellence. This score will also reflect the artistic merit of the Concept Statement. Max points: 40, Min points to pass: 25

c. Professional Experience and Technical Expertise

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The past mural and/or digital work of the artist or artist-led team, as established by the included images and C.V., demonstrates experience and provides examples of their ability to successfully create an artwork of similar scope. Max points: 30, Min points to pass 20.

6.2 STAGE TWO: DETAILED IMAGE PROPOSAL

Artists shortlisted in Stage One will be notified via e-mail and provided a minimum of four to a maximum of eight weeks to complete Stage Two submissions.

Those artists selected for Stage Two will receive a \$500 honorarium upon the submission of a detailed proposal meeting all the requirements outlined in this document.

6.2.1 STAGE TWO: SUBMISSION REQUIREMENTS

The Stage Two proposal shall be limited to a maximum of 10, single-sided 8 ½" x 11" pages and one tabloid size page provided in digital format.

Proposals shall include the following information:

- a. **Image of Proposed Mural:** Include an image of the proposed mural in full colour to scale to fit on a tabloid size page (11" x 17"). A tabloid size template of the mural panels is included in **Appendix B** of this document and should be used as a guide to ensure the correct proportions of your mural image.
- b. **Concept Statement:** A short written explanation of the proposed work suitable for public presentation (300 words maximum).
- c. **Digital Documentation:** Provide digital files to vpmural@hpl.ca via WeTransfer or Google Drive. Clearly label all digital files. Images are to be provided in JPEG format at a minimum resolution of 300 dpi and the text is to be provided in PDF format. Do not embed image(s) in documents such as Word or PowerPoint or compress files (i.e., WinZip, Stuffit, etc.).

6.2.2 STAGE TWO: PUBLIC CONSULTATION

Selected Stage Two proposals will be posted on the Hamilton Public Library website and made available at the Central Library and other public sites for public comment (as pandemic restrictions allow). The results of this consultation will be provided to the jury for their consideration. The results of the public consultation shall not be binding on the jury.

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6.2.3 STAGE TWO: SELECTION CRITERIA

Response to Competition Goal

The proposed mural work is responsive to the competition goal and themes and is appropriate for the physical context and competition parameters. Max. points: 40, Min. to pass: 25.

Artistic Excellence

The proposed work(s) demonstrates high artistic merit; concept shows innovation and creativity; originality of design; excellence in execution and artistic skill. Max. points: 40, Min. to pass: 25.

Technical Feasibility

The proposed artwork is achievable within the site and project parameters. Max Points: 20, Min. to pass: 12.

7.0 SUBMISSION DEADLINE AND DELIVERY

Stage One submissions will be received up to and including:

June 20, 2021 at 11:00 PM (Hamilton time)

Late submissions will not be accepted.

Submissions by e-mail must be sent to:

vpmural@hpl.ca and include "Valley Park Branch Public Art Mural" in the Subject line.

A scanned or digitally photographed copy of all pages of the completed and signed submission form in PDF format must be attached along with digital files of all other required proposal information as outlined in item 6.1.1.

Total file size of all attachments shall be a maximum of 5.0 megabytes.

Submissions by fax and hard copy will not be accepted.

8.0 SCHEDULE (SUBJECT TO CHANGE)

Artist Selected – Fall 2021

Fabrication and Installation - Spring 2022 (pending construction)

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9.0 JURY

The jury is comprised of 8-12 professional shareholders including library senior staff, a member of the local community and a local artist or arts professional. The identity of the jurors is kept confidential until the winning proposal is announced.

10.0 GENERAL PROVISIONS

10.1 Artist Agreement

The successful artist will be required to sign an agreement with Hamilton Public Library. Upon notification of winning the commission, the successful artist will have a 30-day period in which to work with Hamilton Public Library to finalize and sign the agreement. If an agreement cannot be reached within the 30-day time Hamilton Public Library may award the commission to the second highest scoring artist and allow 30 days for that artist to finalize and sign the agreement or cancel and re-issue the call.

A copy of the sample artist agreement is included as **Appendix C** of this document.

10.2 Copyright

By making a submission to this call, the artist guarantees that designs submitted are their own original creations and do not infringe upon the copyright of any other individual or group. In general, copyright of the design will remain with the artist. Please see Appendix C for full copyright information to be finalized as part of the Artist Agreement.

Materials provided to Hamilton Public Library as part of an artist's submission to this call become and remain the property of Hamilton Public Library and may be used to promote this call.

Reproductions of the selected artwork may be used to promote this call as well as the Valley Park Branch and the library system through promotional materials (ie. posters, tote bags etc.)

10.3 Reserved Rights and Privileges of the City

Hamilton Public Library reserves the right to not award the commission to any artist and to cancel or re-issue the call at any time.

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11.0 DEFINITIONS

11.1 Artist

The artist is the principal creator of the proposed public art design. The artist is responsible for the contractual agreement with Hamilton Public Library, communications with Hamilton Public Library and the coordination and payment of any team members required to successfully complete the proposed public artwork design.

11.2 Artist-Led Team

An artist-led team is a group of contractors or consultants assembled by, coordinated by, and contracted to the artist to support the design of the proposed public artwork.

11.3 Public Art

Public art is a work of art created by artists or in collaboration with artists through a public process and existing in publicly accessible Hamilton Public Library property.

11.4 Successful Artist

The successful artist is the artist whose proposal receives the highest score and meets or exceeds all passing scores.

11.5 Jury

Jury has the meaning ascribed to it in Section 9.0.

APPENDIX A: SUBMISSION FORM

Communication:

All questions related to this competition are to be directed to:

Lorie Lee

Senior Leadership Support Manager

Hamilton Public Library

Central Library

e-mail: llee@hpl.ca

It is the artist's responsibility to visit the project web page at <https://www.hpl.ca/public-art> to review any posted clarifications or revisions to the Call for Artist documents.

Deadline for Submissions:

Submissions will be received up to and including

June 20, 2021 at 11:00 PM (Hamilton time)

Submissions will be submitted by email to vpmural@hpl.ca and include "Valley Park Branch Public Art Mural" in the Subject line.

Artist Information

Name of Artist or Lead Artist:	
Address:	
City:	
Province:	
Postal Code:	
Phone:	

Secondary	
Phone:	
Email:	

Submission Checklist

Your submission shall include the following information as outlined in detail in the Call for Artists document.

- A completed and signed Submission Form, all pages.
- Concept Statement, maximum two-page length
- Visual Documentation, minimum of three images and a maximum of six images
- Curriculum Vitae, maximum three-page length
- References: contact information for three references

Team Members

If submitting as an artist-led team, please list the members of your team below:

Signature

I, the undersigned artist, having carefully examined the Call for Artists document, including all Appendices and any clarifications or revisions posted on the project website, understand and agree to the requirements and processes as outlined. Without limiting the forgoing, I understand:

Late submissions will not be accepted.

Incomplete submissions will not be accepted.

and submissions by fax or hard copy will not be accepted.

Signature of Artist (Lead Artist) submitting this proposal.

Date

APPENDIX B: SITE INFORMATION AND HISTORICAL CONTEXT

AERIAL VIEW OF SITE

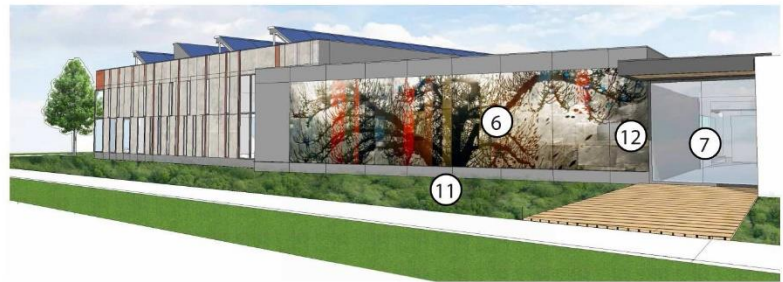


EXTERIOR SITE

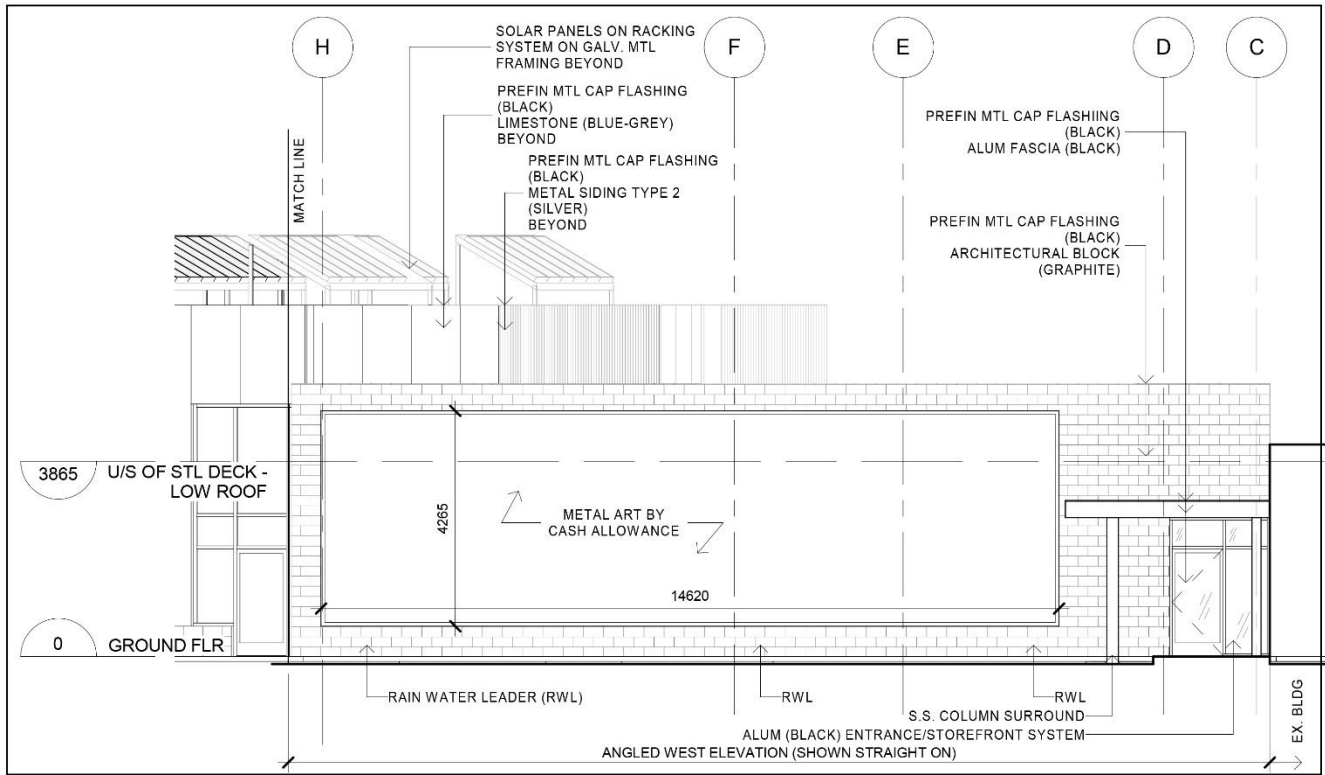


Legend:

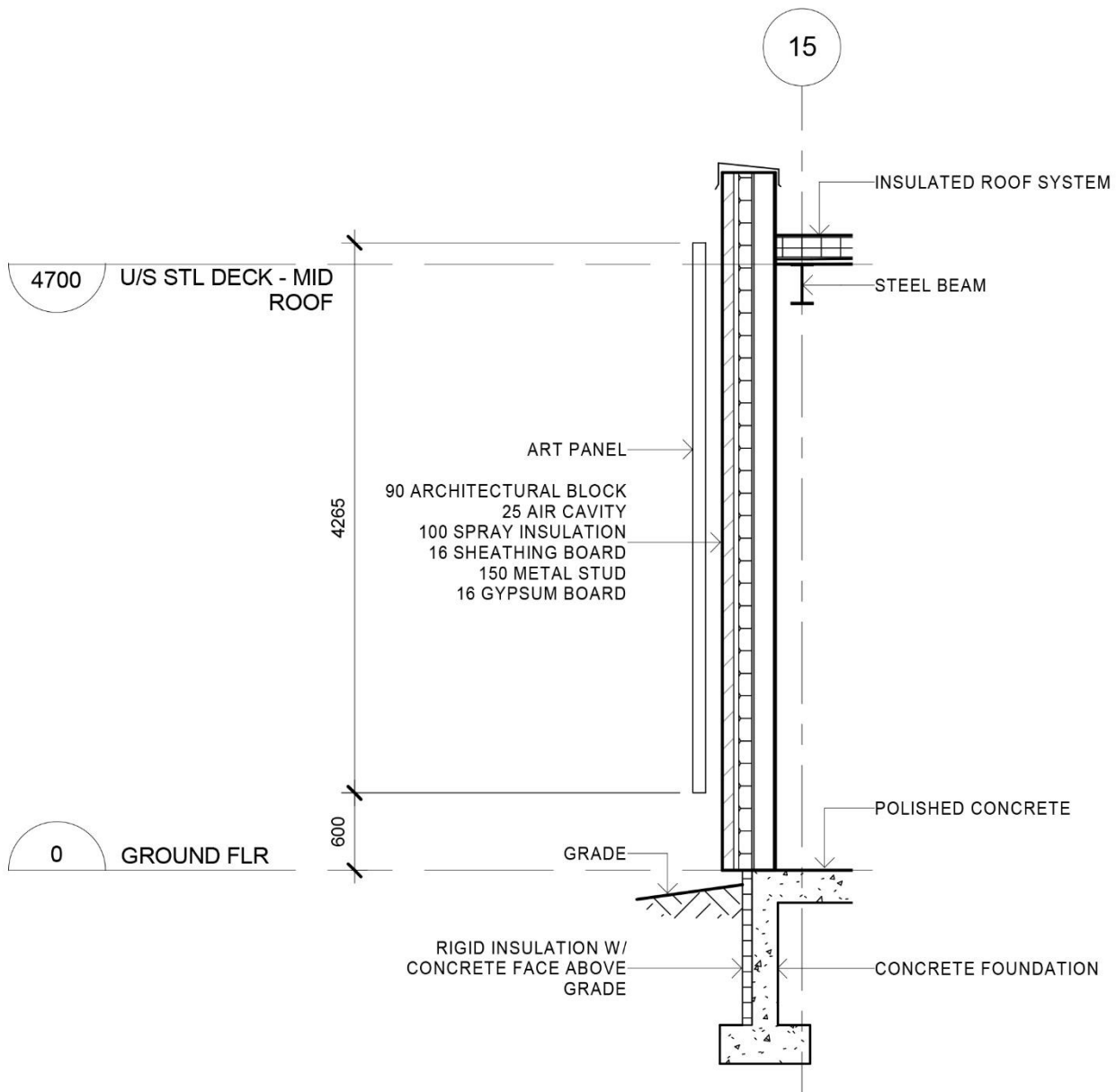
- 1. Vision Glazing
- 2. Solara Glazing
- 3. Limestone Cladding
- 4. Block Cladding
- 5. Copper Accent
- 6. Public Art Facade
- 7. Glass Storefront/ Sliding Doors
- 8. Integrated Signage
- 9. Canopy / Structure Element
- 10. Landscape Plaza
- 11. Bio Swale Region
- 12. Signage Opportunity



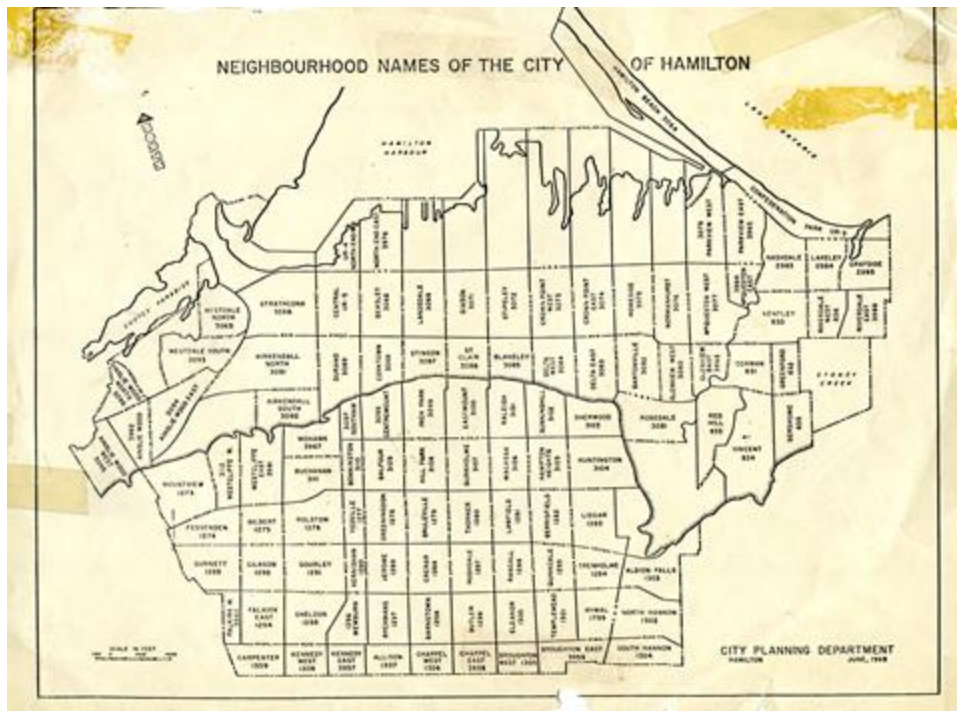
WALL AND PANEL LAYOUT



Exterior Art dimensions



Wall Section for Exterior Art



*Map is from 1968, bottom right corner is the area for Valley Park (undeveloped)

Upper Stoney Creek Neighbourhoods

Stoney Creek runs east/west between East Townline Road and Upper Mount Albion. At the western boundary was the village of Albion Mills. The main road through the settlement was called Mud Street.

Paramount Drive, where Valley Park Branch is located, is part of Albion, which runs between Mud/Old Mud and the escarpment.

The Valley Park neighbourhood is bordered by the Linc/Red Hill, Mud Street and Isaac Brock Drive.

Trinity is a rural community in south Hamilton with several trails running through the community.

Nash North/South includes the area west of Upper Centennial, between Mud Street and the escarpment.

Felker is bordered by Mud Street, Upper Centennial, Highland Rd West, and Isaac Brock Drive. Saltfleet District High School is in the Felker neighbourhood

Highland is bordered by Highland Road, Upper Centennial Parkway, Rymal Road East and Second Road. Whitdeer Park is in this neighbourhood.

Settlement Families

The Nash, Felker, Van Dusen/Duzen and Davis families settled in the area.

Levinus *Van Duzer (also spelled Van Dusen)* migrated from New York state in 1800 to Upper Canada and settled south of Red Hill on Lot 22, Concession VIII in Saltfleet. Van Duzer (Van Dusen) built a log house and a Dutch oven outside for baking.

Throughout the years the children of the Van Duzer families remained on the land including Ira E. Van Duzer and his wife, Eleanor J. Longmire. Ira was one of the original pioneers in the fruit-growing industry and the first to ship fruit from the area.

For 140 years, the *Felker* family owned and farmed the property where the waterfall is located. The waterfall was once owned by Joseph Benjamin Felker (1880-1956).

Samuel Nash came to Canada in 1800, married Susanna Gage, daughter of William Gage. They had a daughter, Susannah, who was deeded his Lot 28, Concession III.

Jonathon Davis lived near the village of Albion Mills in a fine estate called Harmoy Hall. Jonathon's Loyalist grandfather, William Davis, of Welsh descent, came to Canada from North Carolina in 1792. To compensate the family for its losses in the South during the Revolutionary War, the British government gave them a large tract of land near Albion Mills. Jonathon Davis' share contained 200 acres — much of it virgin forest. Descendants of this family have been prominent in farming, manufacturing and Parliament.

There were three sawmills and a grist mill in the early days. Later, Mount Albion became a thriving community with three hotels, two blacksmith shops and a general store.

Natural Features

The *Eramosa Karst Conservation Area* is located on Upper Mount Albion Road. Karsts are geological formations including underground drainage, caves and passages caused by dissolving rock found in limestone formations. It was deemed to be an Area of Natural and Scientific Interest in 2003. The Heritage Green Community Trust donated \$1.5 million for the development of the conservation area in 2006.

Felker's Falls Conservation Area

One of 31 waterfalls in Stoney Creek, this 22-metre high ribbon waterfall flows over the Niagara escarpment and consists of geological rock formations in the bedrock gorge.

It is part of the 1.3-acre Felker's Falls Conservation Area, which was purchased by The Hamilton Region Conservation Authority in 1987.

Mount Albion Paleo-Indian Site is just outside of Valley Park's borders.

It contains extensive archaeological deposits along the brow of the Niagara Escarpment near Mount Albion Road, including considerable evidence of Aboriginal occupation during the early Paleo-Indian period around 11,000 years ago. Only a handful of these sites have been discovered in the Great Lakes region.

APPENDIX C: ARTIST AGREEMENT

The following information is included for information only. It is a sample of a typical artist agreement that will serve as the basis for the contractual agreement between the successful artist and Hamilton Public Library.

ARTIST AGREEMENT

This Agreement made as of the ___ day of _____ 202_.

BETWEEN:

HAMILTON PUBLIC LIBRARY,

(hereinafter "HPL")

-and-

(Hereinafter the "Artist")

WHEREAS:

1. HPL held a competition to choose an artist to provide a work of art (the "Artwork") for the _____ Project which involves the provision of a work of art to be installed on _____.
2. HPL has chosen the Artist to provide the Artwork.

IN CONSIDERATION of the mutual covenants herein contained, the parties agree as follows:

1. The Artwork

- (a) The Artwork will be created and provided to HPL by the Artist for installation.
- (b) The design of the Artwork, the particulars of its composite materials, and the rest of the Artist's submission to the competition are collectively attached hereto as Appendix "A" and form an integral part of this Agreement.
- (c) The Artist acknowledges and agrees there may be other artwork produced and installed on or for _____ and therefore he/she/they will not be the exclusive artist for _____. HPL will or may enter into agreements with other artists for artwork for _____.

2. Term

This Agreement shall take effect as of the date first above written. The Artist shall complete all the work and services contemplated by this Agreement on or before _____ unless this Agreement is terminated earlier as set out herein (the "Term").

3. Artist's Obligations

- (a) The Artist agrees to provide all labour for the production of the Artwork and its delivery to HPL. HPL will be responsible for printing and installing the Artwork.
- (b) The Artist will collaborate with all persons engaged in the Project of which the Artwork is to be a part, and to exercise skill and diligence in producing and executing the Artwork.
- (c) The execution of the Artwork is solely the responsibility of the Artist. Some limited assistance may be provided by HPL staff.
- (d) Upon request, the Artist will provide HPL with information regarding the Artist's professional history, working process, concept and biography. The Artist hereby consents and authorizes HPL to use and disclose such information, including the Artist's name, in HPL's publicity, promotion and advertisement of the Project, Artwork and related activities, as HPL deems necessary or desirable.
- (e) The Artist acknowledges and agrees that HPL will be responsible for all publicity, promotion and advertisement of the Project and related administrative activities.
- (f) The Artist will be available at all reasonable times, upon reasonable notice by the HPL, to attend any related events, presentations, celebrations or necessary meetings for the creation, execution and publicity of the Artwork.
- (g) The Artist will not directly or indirectly disclose or use, at any time, any confidential information acquired in the course of this Agreement.
- (h) HPL reserves the right to suspend work in the event of an emergency.

4. Payment

- (a) HPL will pay a commission to the Artist in the total sum of _____ dollars (\$____.00), exclusive of any applicable HST, as follows,
 - _____ upon provision of any additional drawings, studies or reports (e.g. engineering drawings) as required HPL or his/her/their designate
 - _____ upon ____% completion of fabrication
 - _____ upon ____% completion of fabrication

[insert terms as per Call for Artists document]

5. Intellectual Property

- (a) The Artist represents, warrants and agrees that the Artwork, including any alterations which may be agreed to by Artist and HPL, does not breach any existing copyright or other intellectual property rights.

- (b) Subject to the rights given to HPL pursuant to this Agreement, the Artist will retain the copyright and other intellectual property rights relating to the Artwork.
- (c) The Artist hereby grants to HPL, a perpetual, world-wide, exclusive, irrevocable, transferable, royalty-free, fully paid-up right and licence: (a) to use, reproduce and distribute, in any form, the Artwork or any part thereof for public display, community promotion, and non-commercial or educational purposes; (b) to authorize other persons, including representatives, agents, contractors or sub-contractors, to do any of the former on behalf of HPL; and (c) to reprint and replace the artwork due to vandalism, damage or wear.
- (d) The Artist acknowledges that the Artwork was created specifically for the HPL's Project, and therefore, the Artist agrees to not sell or licence the design of the Artwork to any other party.
- (e) The Artist reserves the right to be identified as creator of the Artwork. HPL will give credit to the Artist as creator of the Artwork in such manner as HPL deems appropriate in its sole discretion.
- (f) As a provision of the Artwork to HPL, HPL has the right to retain the digital file of the Artwork and reprint as necessary due to vandalism, damage or wear.
- (g) As of provision of the Artwork to HPL, HPL has the sole right to move, deaccession or dispose of the Artwork, in whole or in part, for the remainder of the Term and at any time after the Term, as it deems necessary or desirable.

6. Termination

This Agreement may be terminated by HPL:

- (i) at any time upon written notice to the Artist. The Artist will be reimbursed in direct proportion to the percentage of the Artwork completed at the time notification was received in writing; and/or
- (ii) in the event the Artist breaches any of his/her/their obligations under this Agreement, provided that HPL has first notified the Artist of the breach and given him/her/them an opportunity to remedy the breach on such terms and within such time frame as reasonably stipulated by HPL.

7. General Terms

- (a) If a section or part or parts of a section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties as though such section or parts or parts thereof had never been included in this Agreement.
- (b) Any notice required or desired to be given by any party hereunder shall be in writing and may be personally delivered or sent by prepaid registered mail or facsimile transmission to the other party at its address for service or at such other address as either party may so notify to the other. Every such notice shall be deemed to be received, if personally delivered, on the date of delivery; or if mailed as aforesaid in Ontario, on the fourth (4th) business day after its mailing date; or if sent by facsimile transmission, on the date of successful transmission, and if such

date is not a business day, then on the first business day thereafter. Addresses for service shall be as follows:

To: the Artist
[insert address]

To: Hamilton Public Library
55 York Boulevard
PO Box 2900
Hamilton, Ontario.
L8R 3K1
Attention: Dawna Wark

- (c) Any information which is collected HPL under this Agreement is subject to the rights, obligations and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.
- (d) Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- (e) This Agreement constitutes the entire agreement between the parties hereto with respect to all the matters herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made a part hereof.
- (g) This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province sitting in Hamilton shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.
- (h) A reference to any act, by-law, rule, regulation or policy or to a provision thereof shall be deemed to include a reference to any act, by-law, rule, regulation, policy, or provision enacted in substitution therefor or amendment thereof.
- (i) In this Agreement, wherever the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary have been made.
- (j) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and permitted assigns.

- (k) None of the terms or obligations of this Agreement shall be assigned by the Artist without the express prior written consent of HPL.
- (l) No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented.
- (m) The headings to each section are inserted for convenience of reference only and do not form part of the Agreement.
- (n) This Agreement shall not be construed to constitute an agency, partnership or joint venture between the parties hereto.
- (o) All obligations of the Artist shall expressly, or by their nature, survive termination or expiration of this Agreement (including but not limited to those relating to intellectual property rights and indemnity) until, and unless, they are fulfilled, or by their nature expire.
- (p) Each of the parties hereto will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement, and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent, the provisions of this Agreement.
- (q) The Artist will disclose to HPL, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest, and will comply with any terms and conditions that HPL may reasonably prescribe as a result of the disclosure. The Artist represents and warrants that as at the date of execution of this Agreement, he/she has no actual, potential or perceived conflict of interest with HPL or the Project, and there is no reason HPL would not want to enter into this Agreement with the Artist.