

SERVICE AGREEMENT

Between:

Artist: Natasha
Phone: 0432282142
Email: natashagitapearson@gmail.com
ABN: 87 286 047 757

and

Tuggeranong Community Arts Association, known as
"Tuggeranong Arts Centre (TAC)"
ABN: 66 461 861 538
Contact: Ann McMahon
Phone: 6293 1443
Email: ann.mcmahon@tuggeranongarts.com

Project: Creative Kitchen Development project.

Budget: Artists fee is \$1000.00.

Collaborator: Kyle Kirkpatrick, Interactive Sound Designer

Location: South Canberra; Erindale or Greenway, to be advised

SECTION 1: BACKGROUND

PROJECT DESCRIPTION

A garden will be transformed into an immersive audio experience for participants to wander through at their leisure and interact with in various ways.

Using their experience in game audio, programming and sound creation, Natasha Pearson (Composer) and Kyle Kirkpatrick (Sound Designer) will create a novel experience through speakers and sensors placed strategically throughout the garden.

The garden would be sectioned into two or more areas that match the existing nature/architecture (i.e. Spooky Trees, Whimsical Pathway, Romantic Arch) and the music the speakers play will change based on where the participants choose to go.

The garden will also have movement sensors installed which will tell the closest speakers to play additional audio layers or effects accordingly (such as birds chirping, crickets, frogs, or rain.) These sensors can be placed with ordinary structures like stairs to play different sounds on each step, or a hopscotch that triggers different drums on certain squares.

This audio experience will aim to encourage play and connection with existing outdoor spaces.

Supported by



SERVICE AGREEMENT PERIOD

This agreement commences on 24/10/2024 and expires on 15/6/2025 unless otherwise advised or terminated as per the terms of this agreement.

LEAD ARTIST

The lead artist reports directly to Ann McMahon of Tuggeranong Arts Centre.

The Artist must:

- hold Public Liability insurance and provide a copy of their certificate of currency;
- hold a current working with vulnerable people's card and provide a copy to TAC

KEY PERSONNEL

Position	Name	Phone Number	Email
Public Programs	Ann McMahon	62931443	ann.mcmahon@tuggeranongarts.com
Lead Artist	Natasha Pearson	0432 282142	natashagitapearson@gmail.com
Engineer/Technician	Kyle Kirkpatrick	0423 240 361	kylebkirkpatrick@live.com

PARTNER ROLES AND OBLIGATIONS

Tuggeranong Arts Centre is responsible for providing funding as agreed.

Providing marketing support in the form of flyers and posters, social media posts, etc as requested or negotiated with the artist.

Artist is responsible for devising and delivering the project and for procuring all materials and equipment.

Artist is to provide:

- invoices for payment, including an ABN in accordance with schedule below;
- documentary video and/or images during the project and
- a one-page report and up to 10 images at the conclusion of the project
 - Describe activities undertaken
 - Learnings
 - Next steps/intentions after the project has concluded

MARKETING INFORMATION

Please provide up to 4 images (1-2MB for marketing, including an image of the artist) for social media and reporting purposes.

For each image, please provide a caption and include the photographers name.

Artist to complete the marketing section below	
Project	Interactive Garden Development Project
Please provide further information: Plans, stages, Testing, Engagement opportunities?	<div> Stages: Marketing Materials (Press Packet & Poster) Social Media Campaign Launch Day Event Post-Project Video </div> <div> Estimated Dates: . </div>
Image captions for images provided.	TBA

TIMELINE

Artist to complete.

Commencement date: 01/01/2025

Date report to be completed and returned to TAC: 30/06/2025

SECTION 2: TERMS AND CONDITIONS

1. Tuggeranong Arts Centre will provide comprehensive and professional coordination services in respect to the above reference project.
2. The artist and accompanist will fulfil their obligations to this agreement.
3. Both parties will not disclose the other parties' confidential information, unless written approval or where legally compelled to do so.
4. Tuggeranong Arts Centre maintains Public Liability insurance in relation to the provision of the services.
5. Tuggeranong Arts Centre may terminate this Agreement with immediate effect if:
 - Work deliverables are unable to be completed within the time specified
6. All expressions used in this Agreement in relation to rights in copyright will be construed as defined in the Copyright Act 1968 (Cth).
7. Materials produced as a result of this agreement remain the intellectual property of the producers and Tuggeranong Arts Centre will acknowledge them appropriately in all promotional and documentary publications. Producers provide a royalty free unlimited license to use material produced during the event for marketing, reporting and documentary purposes.

PAYMENT SCHEDULE

When is the payment due?	Payment amount
On signing and returning this agreement	\$900
On submitting a project report at the conclusion	\$100

To receive the payments listed above, please provide a tax invoice for the indicated amounts, when submitting your signed agreement to commence your project and the project report at the conclusion. Your invoice should contain a unique number, the date, your ABN and bank details and indicate if you are registered for GST.

SECTION 3: AGREEMENT

DISPUTE RESOLUTION

We hope that all participants in this project act professionally and courteously at all times. Should a dispute arise between any party in this MOU, then all relevant parties shall make themselves immediately available to conduct good faith negotiations in an effort to resolve the dispute.

Disputes should first be reported to the Tuggeranong Arts Centre who will follow the procedures in Tuggeranong Arts Centre Complaints and Grievances Policy.

TERMINATING OUR AGREEMENT

If a breach of this agreement occurs by either party, either party may terminate this agreement at any time by written notice of intent to the other, if the notified party fails to remedy a breach of this Agreement within the specified period given in writing. TAC may terminate this Agreement by written notice at any time with immediate effect if the School fails to fulfill the commitments of this agreement.

FORCE MAJEURE

If fires, floods, strikes, labour troubles, or other industrial disturbances, inevitable accidents, war, embargoes, blockades, legal restriction, riots or insurrections or any other event beyond the reasonable control of the artist or TAC occurs, which prevents the School from carrying out the activities outlined in this agreement in full or in part, TAC shall not be liable to the Artist for any further amount under this Agreement. Furthermore, the activities set out in this agreement are subject to any change necessitated by COVID-19 restrictions imposed by the ACT Government or decided by Tuggeranong Arts Centre (or other party if applicable). In the event of cancellation due to Covid 19 implications, TAC will nominate to provide a partial payment to acknowledge work completed prior to cancellation.

Ann McMahon

Name
Tuggeranong Arts Centre



Signature

Date: 25/10/2024

Natasha Pearson

Name:
Artist



Signature

Date 11/12/2024