

# ART BY TOM JAY

## SCOPE OF SERVICES AGREEMENT

Services Agreement: \_\_\_\_\_

Contractor: Tom Janssen

This Scope of Services is issued in relation to Services Agreement (the "Agreement") dated \_\_\_\_\_, between Tom Janssen (Art By Tom Jay) and Waterville-Elysian Morris Town School District. This Scope of Services is governed by the Agreement.

**Term:** (Start of mural prepping to desired mural completion) 6/724-11/1/24

**Project Overview:** Tom Janssen will work in partnership with students from Waterville-Elysian Morristown School District to paint a mural.

**Deliverables:**

- Leadership role as the lead artist for students.
- Painting and completion of mural.

**Payment:**

- ( ) Fixed Fee: In consideration of the Services and Deliverables, the Company shall pay to Contractor a fixed fee equal to \$4,500.00.
- ( ) The fixed fee is to be paid with 1/3 before the start of the project and 2/3 with the of the completion of the Services and the Deliverables.
- ( ) The fixed fee is to be paid in installments as noted in above section.
- ( ) Waterville-Elysian-Morris School District is hiring Tom (Jay) Janssen as the lead artist to work with students to lead, paint and complete a mural of the school's choosing.
- ( ) Both parties have communicated and agree to the following statement above.
- ( ) Materials will be provided through the grant the school has received. Tom Janssen is not required in any way to buy materials for the project he is willing to.
- ( ) Tom Janssen understands he will not be required to spend the total amount of days (\_\_\_\_\_) on the project site, as there will be some days he will not be required to be present if the students have a clear understanding on what needs to be accomplished for the day(s).
- ( ) Tom Janssen has given the estimation of two and a half weeks to complete the painting of the mural with the students. Due to unforeseen circumstances that may occur such as, but not limited to sick days, vehicle issues/transportation issues ect. This estimation is a rough estimation. Any missed days due to any (but not limited) unforeseen circumstances may result in an extended time frame from the two and a half week estimation. Tom Janssen will

continue to work (with or without students) to make up for any lost time to complete the entire painting process for the mural.

- ( ) Tom Janssen and the Waterville-Elysian Morristown School District have come to a mutual agreement with the above statement and both parties understand and have communicated the terms of the present and absent days during the creation of the mural.
- ( ) Waterville-Elysian Morristown School District may request a W-9 and invoice from Tom Janssen with accurate information.
- ( ) Tom Janssen will be present with liability insurance of his own upon first round of payment has been received and cleared by Affinity Plus Credit Union before the start date (June 10<sup>th</sup>, 2024). The first round of payment (weather paid in halves or thirds, or any other method agreed between both parties) will act as a down payment and insure the position as a lead role artist and muralist for this project.
- ( ) Upon signing and agreeing to this contract by both Tom Janssen and Waterville-Elysian Morris Town School District, both parties acknowledge any edits made to this contract must be reviewed and approved in order to complete any updates.
- ( ) Tom Janssen and Waterville Elysian Morristown School district have met and communicated on what dates Tom Janssen will not be attending specific dates during the mural creation due to other artistic employment opportunities that have been previously planned.
- ( ) Tom Janssen does not reserve the rights or ownership of the image recreated for the mural and both parties acknowledge this.
- ( ) Tom Janssen reserves the right to take credit for the lead artist role, painting and completion of this mural. This includes (but not limited) reserving the right share his participation freely on his social media and website. Tom Janssen will give proper credit to students and staff where is due.
- ( ) Tom Janssen will not use any personal information (first names, last names, addresses, emails, social media handles) of students under the age of 18 years of age for safety purposes. Tom Janssen will receive proper approval from parent(s) of students or staff members apart of the project if an individual wishes to be listed on any of Tom Janssen's social media and (or) website. Any individuals over the age of 18 must seek proper approval between BOTH Waterville-Elysian High School and Tom Janssen.
- ( ) Tom Janssen is not responsible for the attendance or absence of any students.


### **Signatures and Project Dates**

Project dates: (6/7/2024 to 11/1/24)

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

This Agreement is accepted and agreed upon by:

**Tom Janssen (Art By Tom Jay)**

By:   
Tom Janssen (artist)

**Waterville-Elysian-Morris Town School District.**

By: \_\_\_\_\_