



SCHOOL DISTRICT NO. 44 (NORTH VANCOUVER)

721 CHESTERFIELD AVENUE, NORTH VANCOUVER, B.C., CANADA V7M 2M5

TELEPHONE (604) 987-8141

FAX (604) 987-7154

MEMORANDUM

TO: Bill MacDonald.

DATE: October 14, 1992.

FROM: L. Berg.

SUBJECT: Contract - Gathy Falk.

I attach Gathy Falk's copy of the agreement between her and the Board. It has now been executed by the Board. I have retained the other executed copy on file.

Bill, it's customary, at your request, for you to deliver the executed contract to the patron artist so I assumed that you would want to do so again in this case. Let me know if you would rather use another process.

Could I bore you with a piece of information from my long-ago studies on matters of contracts? It's my understanding that a contract is arguably not in place unless the last step has been accomplished. This step is - delivery. I only say this to ask you to make sure that, when you finish that last step of completing a binding contract, you have something to hand to indicate that it was in fact not only signed but - delivered.

LB/jc

THIS AGREEMENT made effective the 25th day of September, 1992,

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO. 44 (NORTH VANCOUVER)

(the "School Board")

OF THE FIRST PART

AND:

GATHIE FALK

(hereinafter called "Falk")

OF THE SECOND PART.

WHEREAS Falk has created a limited edition serigraph described as "NORTH SHORE ROSES" and has donated it to the School Board's "Artists for Kids" program (the "Program");

AND WHEREAS the School Board now intends to market the edition of 150 prints of "NORTH SHORE ROSES" to raise funds for the Program;

NOW THIS AGREEMENT WITNESSES that, in consideration of One Dollar (\$1.00) now paid by the School Board to Falk and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Falk will permit the School Board to, and the School Board will, at its own expense, produce 150 prints, plus 15 artist's proofs and 3 printer's proofs of "North Shore Roses" as a limited edition, and Falk will sign and number each print.
2. All proofs of the serigraph, except 3 printer's proofs and 15 artist's proofs, will be destroyed immediately upon completion of the limited edition. Falk will receive, at no cost to her, the 3 printer's proofs and 15 artist's proofs, to use as designated by her at her sole discretion.

3. The School Board will bear the cost of printing and selling the edition of 150 prints and will be entitled to all profits derived therefrom.
4. The School Board will have the right to publish promotional literature and advertisements of the prints.
5. Falk shall own the copyright of "NORTH SHORE ROSES" and all prints and reproductions.
6. The School Board hereby indemnifies Falk against all costs, expenses, claims, demands, and other liabilities of whatsoever nature, except those which are voluntarily incurred by Falk, arising out of or in connection with the said prints or the advertising and marketing thereof, or the School Board's exercise of the rights granted under this Agreement.
7. The School Board's rights and obligations under this Agreement shall not be assigned without the prior written consent of Falk. Subject thereto, the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

THE COMMON SEAL of THE BOARD)
 OF SCHOOL TRUSTEES, SCHOOL)
 DISTRICT NO. 44 (NORTH)
 VANCOUVER) was hereunto)
 affixed in the presence of:)

M. Watt)
 Authorized Signatory)

[Signature])
 Authorized Signatory)

SIGNED, SEALED AND DELIVERED)
 by Gathie Falk in the presence)
 of:)

G. Falk)
 GATHIE FALK)

B. McDonald)
 Witness)
2588 EAST 24th AVE VAN.)
 Address)
TEACHER)
 Occupation)