

ARTISTIC
ACCOUNTABILITY

THE ARTIST CONTRACT

BASED ON THE ORIGINAL CONTRACT BY EARL NEWTON

THE ARTIST CONTRACT

www.thelaymangroup.org

Based on the original contract of Earl Newton (www.earlnewton.com),
film director and Layman Group Creative Advisor.

INTRODUCTORY CLAUSE

This Artist Contract constitutes a binding agreement between "The Layman Group, Inc." and _____ ("The Artist"), describing the terms of the decision by The Artist to pursue/continue a career as a "professional" artist.

The above signed artist & The Layman Group, Inc. both recognize that this contract holds no legal repercussions for either party, but rather serves as a mutual source of artistic accountability between The Artist and our organization.

In this contract, "Work" shall constitute projects (in any medium of Art or creativity) that meet the characteristics described in Part I (Job Description).

I. JOB DESCRIPTION

To create (or help to create) "works of art" and/or experiences (the "Work") that fulfill at least one (ideally all) of the following characteristics:

- 1) Inspiring
- 2) Enlightening
- 3) Fun
- 4) Educational
- 5) Creative

To meet or surpass a series of goals in a given span of time. These goals will be discussed/shared with a member of The Layman Group staff in order to provide means of following up ("Action) discussed in Part VII of this contract.

To perform (or cause to be performed) the duties necessary to enable The Artist's Work to be created/sustained over a long period of time. Including (not limited to):

- 1) Support duties (research, maintaining proper working conditions)
- 2) Networking (meetings, attending parties and social functions, volunteering time or advice)
- 3) Marketing (Building a fan base, communicating projects to potential supporters, producers, or exhibitors)
- 4) Setting limits and taking time off (mental and physical)

"Success" shall be defined as "creating an honest connection, through the Work, with an audience large enough to support The Artist in his/her endeavors."

II. TERMS

In order to effectively conduct this job, the following terms should be followed:

A) Consistent Focused Effort, Five Days a Week - Minimum

Steady, regular EFFORT creates a flow that builds upon itself exponentially. It is agreed that "stopping and starting" only lengthens the process, and wastes the intervening time between efforts. This five day per week minimum shall represent a significant act of consistency needed to remain engaged in The Artist's Work. "Effort" shall be defined as paying work, personal projects, disciplined education, artistic training or networking. "Effort" is not: browsing YouTube aimlessly, reading the same book you've read before, or chatting.

_____ (allotted time per day)

An estimated allotted time available each day to dedicate as "Effort."

B) Pace Yourself. Extra hours are acceptable as the situation demands, but should be examined with a critical eye, and vacations (both mental and physical) of the short and long form should be considered mandatory and healthy.

C) Work should be prioritized according to the following list:

1. Work necessary to maintaining a basic standard of living
2. Work necessary to improve my position in my career
3. Work that is personally fulfilling or educational
4. Work that improves my standard of living

C -A) REORDERING PRIORITIES

Given the nature of the business, these priorities will naturally shift to accommodate new pressures. This contract adds another pressure: #3 cannot fall to the bottom permanently

It must occasionally take precedence over the others. While the others serve necessary external needs, #3 recognizes the internal need to explore and relish the joy of pure creation, and that is the fuel that powers the other three.

Without #1, #2, and #4, we have no way to improve the platform upon which we do our work. Without #3, there is no reason to do any work at all.

D) Special Priority Given to Original Material

Due to The Artist's diversified skill set, there is a proven temptation to fall back to a secondary creative position. This is natural, and even beneficial, but should not become the rule. The Artist acknowledges that the only way this contract can be fully fulfilled is through the regular creation and completion of Original Material.

III. CONDITIONS

Given the special circumstances of The Artist's chosen career field, certain working conditions (and methods of dealing with them) must be accepted.

A) Completion Trumps Perfection

The desire for the best possible work is natural, and in the long-run, a strength. In the short term, it can be a cancer. If it becomes apparent that actual creation has eroded into "tweaking" or infinite "editing," The Artist agrees to push on and finish the work before any further serious editing.

B) Multiple Drafts are Part of the Process

With A) in mind, The Artist acknowledges that revisiting a work – especially after a period of rest – is a necessary and healthy part of the process. **Nothing is ever perfect the first time.**

C) Know What You Want

Clarity of vision (either through inspiration or, more likely, regular effort) is the most important facet of The Artist's work. Vagueness or indecisiveness is anathema, and should be dispelled as soon as possible. This should not imply that The Artist can or should have all the answers; only that The Artist is responsible for maintaining the search.

D) You Must Refuel

The Artist acknowledges the creation of art is a mentally and spiritually draining/intense process. Part of this process necessitates downtime: the healing, the recuperation, and the mental refueling. In periods of rest, The Artist should actively seek out new passions, inspiration and ideas. This should not be limited to items of "haute couture." The goal is to find new things with which to fall in love.

E) Acknowledge Criticism

The Artist acknowledges that criticism (public and private) is a natural condition of the position, and that the healthiest response is polite silence or a gracious expression of appreciation. The Artist further acknowledges that criticism should be ignored almost entirely, especially the non-specific (positive or negative). Statements to be ignored include the following:

- "That was awesome!"
- "Clearly the Artist has no future in the business."
- "You're amazing!"
- "You're terrible."

Trusted sources can (and should) be consulted, and generally gauging public reception can be helpful, but The Artist agrees to remember that all criticism, at its core, is out-of-date.

It's directed at the past, and in order to fulfill their work correctly, The Artist must live thoroughly in the present.

F) Seek Your Passion

With E) in mind, The Artist agrees to trust their own feelings first, in selecting and developing Work. Open-mindedness to valid points is critical, but The Artist acknowledges that, in order to survive, they have to seek their own satisfaction first. The Artist acknowledges this may lead to pursuing projects that aren't "business-friendly." Care should be taken in the budgeting of time, but The Artist acknowledges that sometimes one cannot predict the business potential of an idea, and that, if the idea otherwise has merit, they are bound by this agreement to explore it to their reasonable satisfaction.

The Artist further acknowledges that to break F) is to guarantee certain failure. Success can only be found by refining the Work to more purely reflect The Artist's internal experience, not by diluting it to fit a preconceived idea of an abstract audience. In other words, there are a thousand ways to fail grasping at someone else's vision of success. There is only one way to succeed at pleasing yourself.

G) Be Honest

The Artist dedicates himself/herself to being emotionally and factually truthful, and to look for, and reveal for others, the truth in all things. This is done for the purpose of fostering good relationships, establishing a good reputation, and building an internal consistency that will resonate in the Work.

H) Seek the Positive

With G) in mind, careful distinction should be made between "honesty" and "negativity." The core of this position is to discover what's worth telling, and tell it well. Negativity, arrogance, and close-mindedness are the chief hindrances to that aim. This also applies to The Artist's interactions with others. The Artist agrees to maintain a positive, humble demeanor at all times, to the best of their ability.

I) Difficult Relationships

The Artist acknowledges that some difficult relationships can and should be tolerated for the greater good of the Work, and that is a condition of the position. Like any other working environment, individuals are brought together because of their talent and their professionalism, not their conversation skills.

IV. OUT OF BOUNDS

The Artist agrees that the following conditions are considered "out of bounds," and cannot be expected to perform under such. These conditions are grounds to restructure or, in worst case, discontinue a project:

A) Unethical, Immoral, or Dangerous Behaviors or Messages

Although moral gray areas exist everywhere, and some leniency is expected in the face of difficult circumstances, The Artist agrees not to betray their core beliefs about themselves and the Work in the pursuit of their duties. This should be judged on a case by case basis, and The Artist should look to their own feelings and trusted advice for the best solution.

B) Omni-Tasking

The Artist agrees that while many works can be performed by a single person, total self-reliance is an inefficient cancer that can destroy a career. The Artist agrees to cultivate and maintain relationships as needed to assist in ancillary duties surrounding the creation of the Work.

C) Toxic Relationships

The Artist acknowledges that if a relationship becomes too toxic to the process to foster a healthy creative environment, action must be taken. If negotiations, discussions, or any such relations fail to serve as a productive/environment, the relationship should be politely severed (either by removing the individual from the project, or bowing out) until such time as a healthy environment can be restored. It should be further noted that a negative relationship does not grant clearance to a shouting match or a dramatic exit. All terminations and exits should be handled with an eye to the long term.

V. TERMS OF EXIT

This outlines the circumstances necessary to consider, and to eventually execute, a cancellation of this contract.

A) Failure to meet goals

The terms of this contract require specific progress as specified in the attached sheet. Should any annual goal not be met twice in a row, or any five-year goal missed entirely, that shall be grounds for Probation.

B) Dissatisfaction with Circumstances

If The Artist should become dissatisfied with their circumstances, and find himself/herself in a position where, although they regularly exercise their duties, they no longer draw enjoyment from the Work, then that shall be considered grounds for Probation.

VI. PROBATION

Probation is a transitory situation mutually executed by both parties and based upon circumstances outlined in this contract. It consists of a trial period of three months (optionally extendable to six months) wherein the grounds for Probation are attempted to be cleared (meeting goals, changing unsatisfactory circumstances, etc). If, by the end of the period, the situation is the same, then the contract shall be declared terminated, and all requirements and responsibilities will cease thereafter.

VII. AMENDMENTS

The Artist acknowledges the potential of Amendments being made to this contract, on which both parties (The Artist & The Layman Group, Inc.) must agree and sign.

VII. SIGNATURE & ACTION

The below signed "Artist" hereby agrees that this contract of accountability permits The Layman Group, Inc. to periodically provide the artist with support in maintaining the principles of this contract. Such support will consist of, but is not limited to: (1) periodically checking in on The Artist's productivity and progress in obtaining his/her stated goals.

DATE

Artist Email Address

Artist Contact #

Artist Name (Print)

Artist (Signature)

THE LAYMAN GROUP

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