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Contract for Transmission, Sales and/or Rental Media

DISCLAIMER: This sample contract is written as a checklist and guide only. You should in no way use this contract in its current state as a binding agreement between you and any individual, corporation, gallery, or venue. When entering into an agreement with any institution for short- or long-term work, a lawyer or attorney skilled in legal practices pertaining to the arts should review any contracts before signing. You can use this contract as a starting point for drafting an agreement for a commission, but do not rely on this contract in its present form and do not sign it until you have had legal counsel look at it and suggest alterations or changes.

Date of the Agreement: _____

This agreement is between _____ (the Artist) and _____ (the Distributor)

AGREEMENT made as of the _____ day of _____, 20____, between _____ (hereinafter referred to as the "Artist"), located at _____ (city and state, country if necessary), and _____ (hereinafter referred to as the "Distributor"), located at _____ (city and state, country if necessary), with respect to the commissioning of an artwork (hereinafter referred to as the "Work").

Commission

The Distributor commissions the Artist to create a media work with the working title of _____ hereinafter referred to as "the Work."

The Artist(s) shall have the right to the following facilities for the production of the Work, which shall be provided either without charge, or with the following charges:

The Work shall be approximately _____ minutes in length, and deal with the subject of:

All artistic decisions with respect to the Work shall be made by the Artist(s).

Payment

For the rights to transmission of the Work granted to the Distributor, the Artist shall be paid the sum of \$_____. _____% of the fee shall be paid upon the execution of this contract, with the remainder to be paid the day of transmission.

The Distributor shall reimburse the Artist(s) for the following expenses:

Ownership and Copyright

All rights, title, and interest in and to the Work and all constituent creative and literary elements shall belong solely and exclusively to the Artist(s), including ownership of copyrights and the master, as well as any copies created for the purposes of transmission.

It is understood that the Distributor shall copyright the Work in the Artist's name(s), and all rights not specifically granted to the Distributor are expressly reserved to the Artist(s).

Grant of Transmission Rights

The Artist(s) grant the Distributor the _____ exclusive/ _____ non-exclusive right to releases of the Work in the following formats for a period of _____ days/months:

A release is defined as _____ performances/screenings of the Work in a consecutive period, beginning with the first day the Work is transmitted/screened.

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Integrity of the Work

The Distributor shall not have the right to edit or excerpt from the Work except with the written consent of the Artist.

The Artist(s) agree to the following terms for distributing excerpted Works in the following formats, for advertising or promotion:

Credit to the Artist and copyright for the Work shall be supplied whenever the Work is reproduced for advertisement, publicity, catalog, or publication purposes.

Damage, Loss, or Insurance

The Distributor shall be responsible for loss or damage to works in their possession for purposes of commissioning the Work from the time of shipment from the Artist through the time of delivery back to the Artist.

The Distributor shall insure each aforementioned Work for the benefit of the Artist for the full value listed on the Schedule of Artworks included in this agreement.

Should the Distributor be at fault for lost or damaged Work listed on the attached Schedule of Artworks, the Distributor shall pay the Artist the full retail value for the lost or damaged Works.

Sales/Rental

Work commissioned by the Distributor may be duplicated for sales or rental under the following conditions:

The Distributor has _____ exclusive / _____ nonexclusive rights to the sales of the Artists' commissioned Work.

The Distributor may sell _____ copies of the Work for the following duration of time, under the following conditions:

The price of the Work sold shall be as follows:

The rental price for the Work shall be as follows:

Marketing

The Artist grants the Distributor the rights to market the Work in the following manner:

The Artist reserves the right to preview and approve any and all marketing material prior to their release.

Accounting

The Distributor shall provide quarterly reports to the Artist(s) that include a list of items sold or rented.

The Distributor shall also include attendance figures and ticketing information (# sold, price per ticket) for any screening.

The Distributor shall maintain accurate books and documentation with respect to all transactions entered into for the Artist.

Upon written request, the Distributor shall permit the Artist or their authorized representative to examine the books and documentation during normal business hours.

Publicity

The Artist grants the Distributor permission to use the Artists' name or biography for publicity purposes on the following conditions:

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The Artist(s) grants the Distributor permission to use the attached Publicity Images for publicity purposes on the following conditions:

Termination

If the Work in question is not shown for any reason, the Artist is still entitled to timely payment as detailed in this agreement.

This agreement may be terminated by either party giving 60 days written notice to the other party.

This agreement shall automatically terminate with the death of the Artist; the death or employment of the Distributor elsewhere (name specifically) _____; the Distributor moving outside the area of _____; or the Distributor becomes bankrupt or insolvent.

The Distributor may terminate this agreement if the Artist has not followed through with terms listed in this contract or the Work is not completed in a timely manner as per the following conditions:

Upon termination of this agreement, all copies of the Work shall be returned to the Artist no later than _____ after agreement is terminated.

Arbitration

All disputes arising under this agreement shall be submitted to binding arbitration before _____ in the location of _____ and the arbitration award or judgment may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum of less than \$_____.

Modification of Contract

All modifications of this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties hereto.

Governing Law

This agreement shall be governed by the laws of the State of _____.

Signatures:

Signed by _____ (Artist) On _____ (date)

and _____ (Distributor) On _____ (date)

Distributor Address: