

CONTRACT TO CREATE A LIMITED EDITION

AGREEMENT made as of this _____ day of _____, _____, between
Full Name of Artist (“Artist”), located at _____ and
Community Arts Agency, Inc. (“Agency”), located at _____.

WHEREAS, the Artist is a professional artist who creates works of visual art, including limited editions, for sale and exhibition; and

WHEREAS, the Agency operates a community arts agency and desires to diversify its sources of funding for revenue and support of its programs, and has reached agreement with the Artist jointly to publish and sell a limited edition print as a way to increase income and provide additional financial support for the Agency; and

WHEREAS, the Artist and Agency wish to work together with respect to the Artist’s creation of a limited edition which shall be published by the Agency pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, terms and conditions set forth herein and other valuable consideration, receipt being acknowledged, the Parties mutually agree as follows:

1. Creation and Title. The Artist hereby agrees to create a limited edition of a fine print (herein the “edition”) and warrants that the Artist shall be the sole creator of the edition, that the Artist is and shall be the owner of unencumbered title in the copyrights for the original work of art and of the edition, and that no prints shall exist other than those specified in Paragraph 2. Agency shall have the licenses and rights to market, sell and receive all of those proceeds from sales of the edition in support of its programs as mutually agreed and set out herein.
2. Description of the Edition and Artist’s Certification. The edition shall conform to the following description:

Title: *	(*To Be Determined by the Artist)
Medium: +	(+To Be Determined by the Parties)
Price: +	
Colors: *	
Size: *	
Paper: *	
Number of Prints: +	
Year Printed: +	

At the conclusion of the creation of the edition, the Artist shall date, sign and number the prints. The Artist shall certify to the Agency that the edition conforms to the descriptive information in this Paragraph 2 and shall also certify the year printed; the authorized maximum number of prints to be signed or numbered; the authorized maximum number of unsigned or unnumbered prints; the number of proofs created (including trial proofs, Artist's proofs, right to print proof, other printer's proofs, Agency's proofs, and any other proofs); the total size of the edition; whether or not the plates, stones, blocks or other master image have been cancelled or altered (or, if not cancelled or altered, the restrictions and safeguarding of that master image); any prior or subsequent editions created from the master image; in the event of other editions, the size of all other editions and the series numbers of the present edition; and the name of the workshop where the edition was created.

3. Copyright and Production. The Artist reserves all remaining reproduction rights, including the right to claim statutory copyright, in the original work of art and in the limited edition and in any work created by the Artist during the process of creating the limited edition. The edition may be photographed or reproduced by Agency for advertising and marketing purposes in any manner whatsoever without the express, written consent of the Artist. The Artist shall have the right to control any further use of the plates and agrees not to make any derivative work based on the edition without the prior written consent of Agency. The Artist irrevocably grants to the Agency the exclusive right to include images of the edition in its catalog, postcards, educational materials, and inclusion on its internet web site, and for other promotional materials and opportunities, provided catalogs and promotional materials are not offered for sale. The edition and all approved reproductions shall bear the following copyright notice: © (Artist Name) (Date). The Agency shall register the copyright with the Copyright Office in the name of the artist within three months of publication.
4. Artistic Control. The Artist shall have artistic control over the creation of the edition. All artistic decisions shall be made solely by the Artist. The Artist shall have no obligation to sign the edition until the Artist is satisfied with its quality and deems it to be finished. Artist shall not unreasonably withhold approval or signature.
5. Costs of Creating the Edition. The Agency shall be solely responsible for and shall timely pay all costs of creating the edition per the publication agreement with the printer. The Agency shall approve in advance and pay any additional costs deriving from the Artist's exercise of artistic control pursuant to Paragraph 4.
6. Advances to Artist. The Artist shall receive payment of \$_____.00 payable upon the signing of the edition, or as the parties may otherwise agree if the Artist is making a donation or gift of all of Artist's time and contribution as a way of supporting the Agency. In addition, the Artist shall at the time of signing receive ten (10) artist's proofs from the edition which the Artist shall be free to sell at any time and in any territory at the price specified in Paragraphs 4 and 9 and shall not be obligated to share the proceeds of the sales with the Agency.

7. Territory, Term, and Termination. The Agency shall have the right to sell the edition in the following territory: world rights for a period of twenty (20) years from the date first set forth above. The term shall automatically renew for additional one-year periods unless notice of termination is given by either party thirty (30) days in advance of the renewal date. The Agency's rights shall be exclusive only with respect to the sale of the edition described in Paragraph 2, and Artist shall remain free to create and sell art work of any kind.
8. Pricing and Commissions. The price for each print shall be \$_____.00, which may be reduced up to ten (10) per cent for normal trade discounts. Net receipts, which are monies actually received by the Agency shall be retained by the Agency.
9. Loss or Damage and Insurance. The Agency shall be responsible for loss of or damage to the edition from the date of delivery to the Agency until the date of delivery to any individual purchaser, the edition is sold, or if this Agreement is terminated by mutual agreement of the parties.
10. Promotion. The Agency agrees to promote the edition in its newsletter, catalog, by press release, by direct mail, on its website and by advertising. The Agency agrees that all promotion shall be dignified and in keeping with the Artist's reputation as a respected professional. The Artist consents to the use of Artist's name and Artist's portrait, picture, or photograph in the promotion, provided that Artist shall have the right to review any promotion and Agency shall change promotion if Artist objects on the ground that it is harmful to the Artist's reputation.
11. Non-Assignability. Neither party shall have the right to assign this Agreement without the prior written consent of the other party. The Artist shall, however, have the right to assign monies due to Artist under the terms of this Agreement.
12. Notice. Any notice or communication permitted or required to be given to a party pursuant to the terms hereof, shall be deemed given when personally delivered or when sent postage prepaid, by registered or certified mail, return receipt requested. Either party may change address for the receiving of notices by notifying the other party in writing.
13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter contained in it and supersedes all prior and contemporaneous representations, oral or written agreements or understandings between the parties respecting its subject matter.
14. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respect legal representatives, heirs, successors and assigns. Whenever in this instrument a reference to any party is made, the reference shall be deemed to include a reference to the legal representatives, heirs, successors and assigns of any party hereto.

15. Amendment. No amendment, modification, change or supplement of this Agreement shall be binding unless executed in writing by the parties hereto.
16. Waiver. No consent or waiver, express or implied, of any one provision of this Agreement shall constitute a waiver of any other provision, nor shall any one waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party against whom the waiver is asserted.
17. Governing Law. Agreement shall be construed and interpreted in accordance with, and governed by the laws of the State of Georgia. Time is of the essence.
18. Interpretation. If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and shall in no way be impaired.
19. Remedies. In the event of a breach or threatened breach of the provisions of this Agreement, either party shall be entitled to any specific legal or equitable remedy available unless provisions hereinafter providing for arbitration shall apply.
20. Mediation. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, is subject to mediation. If an ambiguity arises regarding this Agreement upon which the parties cannot agree or a dispute arises as to completion of a provision, the parties shall promptly communicate in a good faith effort to resolve the issue, but if they are unable to reach resolution, they shall submit the issue to mediation. A Party desiring mediation shall give notice (containing a general description of the controversy) to the other Party and designating by name and address a mediation service. The other Party shall agree to use the mediation service unless within five (5) days from the date of said notice they select and provide the name and address of a second mediation service. The selected mediation service shall mediate the dispute between the parties.
21. Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not effect interpretation of the paragraphs.
22. Terminology. All personal pronouns used in this Agreement, whether use in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural or vice versa.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above. (Signatures on Following Page.)

ARTIST

COMMUNITY ARTS AGENCY, INC.

By: _____

Date

Date

Attachments: (List)