

# Artwork Agreement

This Artwork Agreement (the "Agreement") is made between \_\_\_\_\_ ("Band") and \_\_\_\_\_ ("Artist").

The Band wants Artist to create artwork to be used in conjunction with their musical recordings. The parties agree as follows:

## Services

In consideration of the payments provided in this Agreement, Artist agrees to perform the following services and create the following artwork (the "Art"):

\_\_\_\_\_

The Art will be completed by the following date: \_\_\_\_\_.

During the process, Artist will keep the Band informed of work in progress and will furnish test prints of the Art prior to completion.

## Payment

Band agrees to pay Artist \$\_\_\_\_\_ as follows: \_\_\_\_\_ for performance of the art services and acquisition of the rights provided below.

## Rights

The rights to the artwork will be as follows: *[choose one]*

- ☐ Artist assigns to the Band all copyright to the Art and agrees to cooperate in the preparation of any documents necessary to demonstrate this assignment of rights. Artist retains the right to display the work as part of Artist's portfolio and to reproduce the Art in connection with the promotion of Artist's services.
- ☐ Artist assigns to the Band all copyright to the Art and agrees to cooperate in the preparation of any documents necessary to demonstrate this assignment of rights. Artist retains the right to display the work as part of Artist's portfolio and to reproduce the Art in connection with the promotion of Artist's services. In addition to any other payments provided under this agreement, if the Art is used on merchandise authorized by the Band that is sold to the public, Artist is entitled to the following payments, which will be paid twice a year at the end of June and December:

*[Choose one and fill in the blank]*

- |  | Amount   |
|--|----------|
| <input type="checkbox"/> Royalty on net profits from sale of merchandise | _____ %  |
| <input type="checkbox"/> Lump sum payments for every 1,000 _____ sold    | \$ _____ |

(Net profits are all revenues received minus the costs of production, shipping, and any discounts or fees paid to distributors or retailers.)

- ☐ Artist grants to the Band for the length of the copyright the exclusive worldwide right to

use, sell, modify, and distribute the Art in connection with the sale of the Band's musical recordings and for purposes of advertising and promotion of the Band's musical recordings. All other rights are reserved to Artist.

☐ Artist grants to the Band for the length of the copyright the exclusive worldwide right to use, sell, modify, and distribute the Art in connection with the sale of the Band's musical recordings and for purposes of advertising and promotion of the Band's musical recordings and in connection with Band merchandise including upper-body apparel, hats, and other items. All other rights are reserved to Artist.

☐ Artist grants to the Band for the length of the copyright the exclusive worldwide right to use, sell, modify, and distribute the Art in connection with the sale of the Band's musical recordings and for purposes of advertising and promotion of the Band's musical recordings and in connection with Band merchandise including upper-body apparel, hats, and other items. All other rights are reserved to Artist. In addition to any other payments provided under this agreement, if the artwork is used on merchandise authorized by the Band that is sold to the public, Artist is entitled to the following payments, which will be paid twice a year at the end of June and December:

*[Choose one and fill in the blank]*

Amount

☐ Royalty on net profits from sale of merchandise

\_\_\_\_\_ %

☐ Lump sum payments for every 1,000 \_\_\_\_\_ sold

\$ \_\_\_\_\_

(Net profits are all revenues received minus the costs of production, shipping, and any discounts or fees paid to distributors or retailers.)

### **Expenses**

Band agrees to reimburse Artist for all reasonable production expenses including halftones, stats, photography, disks, illustrations, or related costs. These expenses will be itemized on invoices, and in no event will any expense exceed \$50 without approval from the Band.

### **Credit**

Credit for Artist will be included on reproductions of the Art as follows:

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### **Artist Warranties and Indemnification**

Artist warrants to Band that: (a) Artist has the power and authority to enter into this Agreement; (b) the Art will not infringe any intellectual property rights or violate any laws; and (c) Artist has or will obtain all necessary rights or licenses associated with any artwork, photos, or illustrations incorporated into the Art. Artist indemnifies Band and undertakes to defend Band against and hold Band harmless (including, without limitation, attorneys' fees and costs) from any claims and damage arising out of any breach of Artist's warranties, above.

## Assignment

The Band has the right to assign its rights under this Agreement.

## Mediation and Arbitration

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-on mediator in \_\_\_\_\_. Any costs and fees other than attorneys' fees will be shared equally by the parties. If it is impossible to arrive at a mutually satisfactory solution within a reasonable time, the parties agree to submit the dispute to binding arbitration in the same city or region, conducted on a confidential basis pursuant to:

☐ the Commercial Arbitration Rules of the American Arbitration Association.

☐ the rules of \_\_\_\_\_.

Any decision or award as a result of any such arbitration proceeding will include the assessment of costs, expenses, and reasonable attorneys' fees and include a written determination of the arbitrators. Absent an agreement to the contrary, any such arbitration will be conducted by an arbitrator experienced in music industry law. An award of arbitration is final and binding on the Band Partners and may be confirmed in a court of competent jurisdiction. The prevailing party has the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this agreement.

## General Agreement

Nothing contained in this Agreement constitutes either Band or Artist a partner or employee of the other party. This Agreement expresses the complete understanding of the parties and may not be amended except in a writing signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement will be interpreted so as best to effect the intent of the parties. This Agreement is governed by and interpreted in accordance with the laws of \_\_\_\_\_. Notices required under this agreement can be sent to parties at the addresses provided below.

Band Partnership Name: \_\_\_\_\_

Band Partner Name and Title: \_\_\_\_\_

Band Partners Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Artist Name: \_\_\_\_\_

SEP

Artist Signature: \_\_\_\_\_

SEP

Address: \_\_\_\_\_

Date: \_\_\_\_\_