

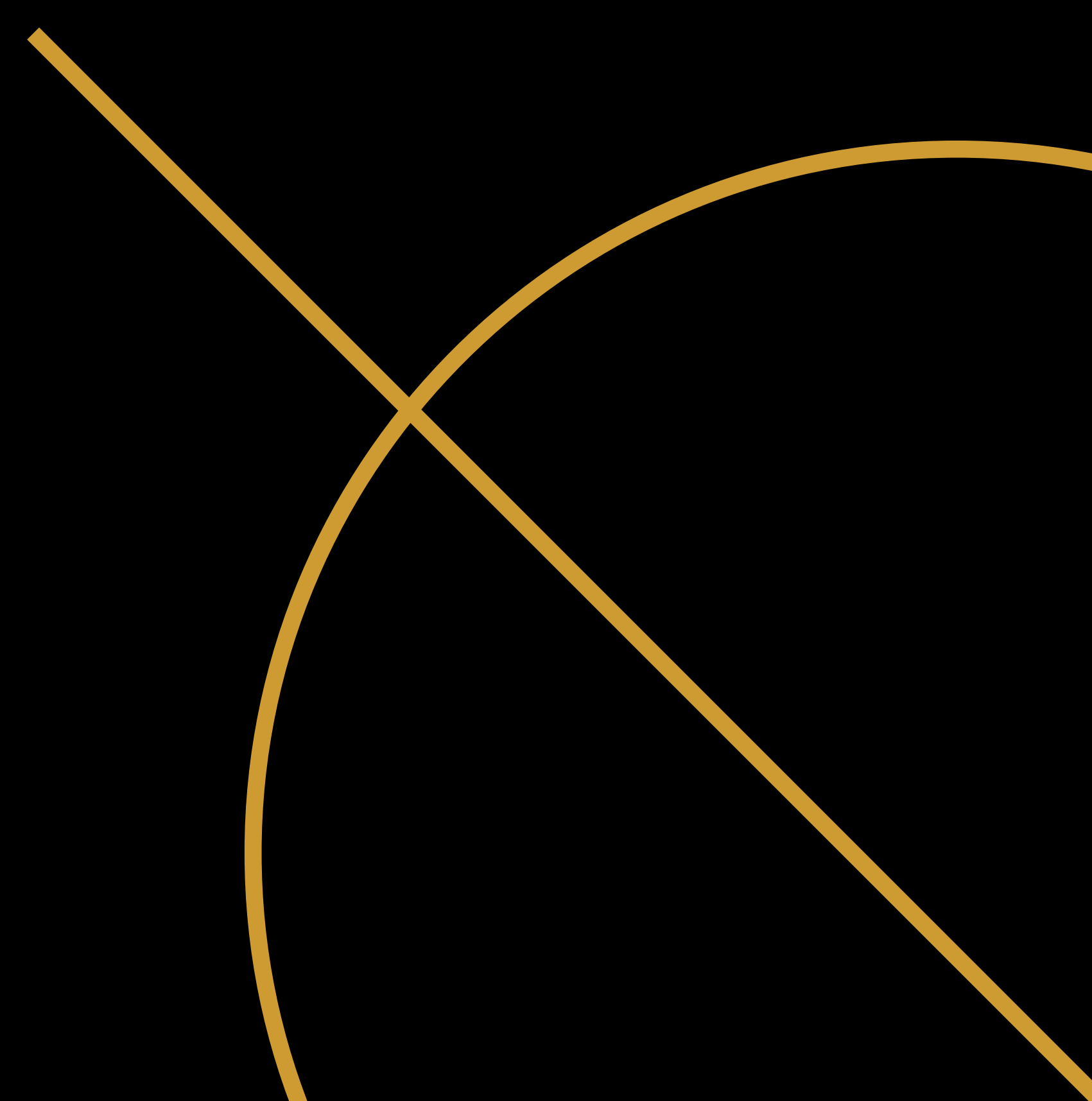


VIVID ARTS ELITE

CIRCLE



Legal Forms Templates For
Creative Artists



VIVID ARTS ELITE CIRCLE

ARTWORK COMMISSION CONTRACT

This AGREEMENT made as of the _____ day of _____, 20____, between _____ (hereinafter referred to as the "Artist"), located at _____ and _____ (hereinafter referred to as the "Purchaser"), located at _____.

WHEREAS, the Purchaser wishes to commission the Artist to create a work of art ("the Work") in the Artist's own unique style; and

WHEREAS, the parties wish to have the creation of this work of art governed by the mutual obligations, covenants, and conditions herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. Preliminary Design. The Artist hereby agrees to create the preliminary design for the Work in the form of studies, sketches, drawings, or maqueaes described as follows: _____ in return for which the Purchaser agrees to pay a fee of \$_____ upon the signing of this Agreement.

The Artist shall deliver the preliminary design to the Purchaser within _____ days of the date hereof. The Purchaser may, within two weeks of receipt of the preliminary design, demand changes, and the Artist shall make such changes, provided, however, that the Artist shall not be obligated to work more than _____ hours making changes.



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2. Payments. Upon the Purchaser's giving written approval of the preliminary design, the Artist agrees to proceed with construction of the Work, and the Purchaser agrees to pay the price of \$_____ for the Work as follows: _____% upon the giving of written approval of the preliminary design, _____% upon the completion of the Work. The Purchaser shall pay the applicable sales tax, if any, with the final progress payment.

3. Delivery. The Artist agrees to complete the Work within _____ days of receiving the Purchaser's written approval of the preliminary design. This completion date shall be extended for such period of time as the Artist may be disabled by illness preventing progress of the Work. The completion date shall also be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to illness, fire, theft, and natural disasters.

4. Insurance, Shipping, and Installation. The Artist agrees to keep the Work fully insured against fire and theft and bear any other risk of loss until delivery to the Purchaser. In the event of loss caused by fire or theft, the Artist shall use the insurance proceeds to recommence the making of the Work. Upon completion of the Work, it shall be shipped at the expense of _____ to the following address specified by the Purchaser:_____.

5. Termination. This Agreement may be terminated on the following conditions:

(A) If the Purchaser does not approve the preliminary design pursuant to Paragraph 1, the Artist shall keep all payments made and this Agreement shall terminate.



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(B) The Artist shall have the right to terminate this Agreement in the event the Purchaser is more than sixty days late in making any payment due pursuant to Paragraph 2, provided, however, nothing herein shall prevent the Artist bringing suit based on the Purchaser's breach of contract.

(D) The Purchaser shall have the right to terminate this Agreement if the Artist fails without cause to complete the Work within ninety days of the completion date in Paragraph 3. In the event of termination pursuant to this subparagraph, the Artist shall return to the Purchaser all payments made pursuant to Paragraph 2, but shall not be liable for any additional expenses, damages, or claims of any kind based on the failure to complete the Work.

(F) This Agreement shall automatically terminate on the death of the Artist, provided, however, that the Artist's estate shall retain all payments made pursuant to Paragraphs 1 and 2.

(G) The exercise of a right of termination under this Paragraph shall be written and set forth the grounds for termination.

6. Copyright. The Artist reserves all rights of reproduction and all copyrights in the Work, the preliminary design, and any incidental works made in the creation of the Work. Copyright notice in the name of the Artist shall appear on the Work, and the Artist shall also receive authorship credit in connection with the Work or any reproductions of the Work.

7. Nondestruction, Alteration, and Maintenance. The Purchaser agrees that the Purchaser will not intentionally destroy, damage, alter, modify, or change the Work in any way whatsoever. If any alteration of any kind occurs after receipt by the Purchaser, whether intentional or accidental and whether done by the Purchaser or others, the Work shall no longer be represented to be the Work of the Artist without the Artist's written consent. The Purchaser agrees to see that the Work is properly maintained.



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8. Nonassignability. Neither party hereto shall have the right to assign this Agreement without the prior written consent of the other party. The Artist shall, however, retain the right to assign monies due to the Artist under the terms of this Agreement.

9. Heirs and Assigns. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives, and references to the Artist and the Purchaser shall include their heirs, successors, assigns, and personal representatives.

10. Integration. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.

11. Notices and Changes of Address. All notices shall be sent to the Artist at the following address: _____ and to the Purchaser at the following address: _____. Each party shall give written notification of any change of address prior to the date of said change.

12. Governing Law. This Agreement shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Artist _____ Purchaser _____



VIVID ARTS ELITE CIRCLE

ORIGINAL ARTWORK SALE CONTRACT

This AGREEMENT made on _____ day of _____, 20____, between _____ (hereinafter referred to as the "Artist"), located at _____, and _____ (hereinafter referred to as the "Collector"), located at _____, with respect to the sale of an artwork (hereinafter referred to as the "Original ArtWork").

WHEREAS, the Artist created the Original ArtWork and has full right, title, and interest therein; and

WHEREAS, the Artist wishes to sell the Original ArtWork; and

WHEREAS, the Collector wishes to purchase the Original Artwork;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations, covenants, and conditions hereinafter set forth, and other valuable considerations, the parties hereto agree as follows:

1. Sale. The Artist hereby agrees to sell the Work to the Collector. Title shall pass to the Collector at such time as full payment is received by the Artist pursuant to Paragraph 4 hereof.

2. Price. The Collector agrees to purchase the Work for the agreed upon price of \$_____, and shall also pay any applicable sales or transfer taxes.

3. Payment. Payment shall be made in full upon the signing of this Agreement.



ORIGINAL ARTWORK SALE CONTRACT

4. Full Description of Of Original ArtWork.

Title: _____

Medium: _____

Size: _____

Framing or Mounting: _____

Year of Creation: _____

Signed by Artist: ☐ Yes ☐ No

5. Copyright and Reproduction. The Artist reserves all reproduction rights, including the right to claim statutory copyright, in the Work. The Work may not be photographed, sketched, painted, or reproduced in any manner whatsoever without the express, written consent of the Artist.

6. Delivery. The ☐ Artist ☐ Collector shall arrange for delivery to the following location: _____ no later than _____, 20____. The expenses of delivery (including, but not limited to, insurance and transportation) shall be paid by _____.

7. Insurance. The risk of loss or damage to the Work and the provision of any insurance to cover such loss or damage shall be the responsibility of the Collector from the time of _____
_____.



ORIGINAL ARTWORK SALE CONTRACT

8. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of _____.

The parties here sign this Agreement as of the date first set forth above.

Artist_____Collector_____

SignatureSignature

Date_____



ORIGINAL ARTWORK SALE CONTRACT

MODEL RELEASE FORM

I, _____, do hereby give _____, his or her assigns, licensees, and legal representatives the irrevocable right to use my name (or any fictional name), picture, portrait, or photograph in all forms and media and in all manners, including composite or distorted representations, for advertising, trade, or any other lawful purposes, and I waive any right to inspect or approve the finished version(s), including written copy that may be created in connection therewith. I am of full age.* I have read this release and am fully familiar with its contents.

Witness_____	Model_____
Address_____	Address_____
Date _____, 20____	



VIVID ARTS ELITE CIRCLE

ARTWORK SALE - INVOICE

Artist or Artist Representative's Info:

Name:_____ Date:_____

Address & Telephone Number:_____

Collector's Info:

Name:_____

Address & Telephone Number:_____

Artwork created by _____ the Artist and sold to _____ the Collector.

Description of Artwork:

Title:_____

Medium:_____

Size:_____

Framing or Mounting :_____

Year of creation:_____

Signed by Artist: ☐ Yes ☐ No

If the Artwork is part of a limited edition, indicate the method of production _____; the size of the edition _____; how many multiples are signed _____; how many are unsigned _____; how many are numbered _____; how many are unnumbered _____; how many proofs exist _____; the quantity of any prior editions _____; and whether the master image has been canceled or destroyed

☐ yes ☐ no.



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ARTWORK SALE - INVOICE

Price	\$_____
Delivery	\$_____
Other charges	\$_____
Sales or Transfer Tax (if any)	\$_____
Total	\$_____

Method of Payment Accepted: _____

Paid on this date: _____

Payment received by: _____

Artist or Artist Representative Signature



VIVID ARTS ELITE CIRCLE

LICENSING CONTRACT TO MERCHANDISE IMAGES

This AGREEMENT made as of this _____ day of _____, 20____, between
_____ (hereinafter referred to as the "Artist"), located at
_____ and _____
_____ (hereinafter referred to as the "Licensee"), located at

with respect to the use of a certain image created by the Artist (hereinafter referred to as the
"Image") for manufactured products (hereinafter referred to as the "Licensed Products").

WHEREAS, the Artist has created the Image that the Artist wishes to license for purposes of
manufacture and sale; and

WHEREAS, the Licensee wishes to use the Image to create a certain product or products for
manufacture and sale; and

WHEREAS, both parties want to achieve the best possible quality to generate maximum sales;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants
hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

1. Grant of Merchandising Rights. The Artist grants to the Licensee the ☐ exclusive
☐ nonexclusive right to use the Image, titled _____
and described as _____,
which was created and is owned by the Artist, as or as part of the following type(s) of
merchandise: _____

for manufacture, distribution, and sale by the Licensee in the following geographic area:

_____ and for the
following period of time:

_____.



VIVID ARTS ELITE CIRCLE

LICENSING CONTRACT TO MERCHANDISE IMAGES

2. **Ownership of Copyright.** The Artist shall retain all copyrights in and to the Image. The Licensee shall identify the Artist as the creator of the Image on the Licensed Products and shall reproduce thereon a copyright notice for the Artist which shall include the word "Copyright" or the symbol for copyright, the Artist's name, and the year of first publication.

3. **Advance and Royalties.** The Licensee agrees to pay the Artist a nonrefundable advance in the amount of \$_____ upon signing this Agreement, which advance shall be recouped from first royalties due hereunder. The Licensee further agrees to pay the Artist a royalty of _____ percent of the net sales of the Licensed Products. "Net Sales" as used herein shall mean sales to customers less prepaid freight and credits for lawful and customary volume rebates, actual returns, and allowances. Royalties shall be deemed to accrue when the Licensed Products are sold, shipped, or invoiced, whichever first occurs.

4. **Payments and Statements of Account.** Royalty payments shall be paid monthly on the first day of each month commencing _____, 20____, and the Licensee shall with each payment furnish the Artist with a monthly statement of account showing the kinds and quantities of all Licensed Products sold, the prices received therefor, and all deductions for freight, volume rebates, returns, and allowances. The Artist shall have the right to terminate this Agreement upon thirty days notice if the Licensee fails to make any payment required of it and does not cure this default within said thirty days, whereupon all rights granted herein shall revert immediately to the Artist.

5. **Inspection of Books and Records.** Artist shall have the right to inspect the Licensee's books and records concerning sales of the Licensed Products upon prior written notice.

6. **Reservation of Rights.** All rights not specifically transferred by this Agreement are reserved to the Artist.



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LICENSING CONTRACT TO MERCHANDISE IMAGES

7. **Indemnification.** The Licensee shall hold the Artist harmless from and against any loss, expense, or damage occasioned by any claim, demand, suit, or recovery against the Artist arising out of the use of the Image for the Licensed Products.

8. **Assignment.** Neither party shall assign rights or obligations under this Agreement, except that the Artist may assign the right to receive money due hereunder.

9. **Nature of Contract.** Nothing herein shall be construed to constitute the parties hereto joint venturers, nor shall any similar relationship be deemed to exist between them.

10. **Governing Law.** This Agreement shall be construed in accordance with the laws of _____; the Licensee consents to the jurisdiction of the courts of _____.

11. **Addresses.** All notices, demands, payments, royalty payments, and statements shall be sent to the Artist at the following address: _____ and to the Licensee at: _____.

12. **Modifications in Writing.** This Agreement constitutes the full understanding between the parties hereto and shall not be modified, amended, or changed in any way except by a written agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Artist_____

Licensee_____

Company Name

By_____

Authorized Signatory, Title





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THANK YOU

