

ARTIST CONTRACT AGREEMENT

Location: _____ Date: _____

Artist Information:

Full Name: _____

Address: _____

Phone / Email: _____

Client Information:

Full Name / Company: _____

Address: _____

Phone / Email: _____

Work Description:

Description of the artwork to be created by the Artist, including medium, dimensions, subject matter, and any specific requirements or instructions provided by the Client.

Project Timeline and Delivery:

The Artist agrees to commence work promptly upon execution of this Agreement and to complete the artwork within the mutually agreed timeframe. Delivery of the completed artwork shall be made to the Client's specified address or location.

Payment Terms:

Total Fee: _____ CAD

Deposit Amount: _____ CAD

Balance Due Upon Delivery: _____

Payment Method and Schedule: _____

Clause 1 – Appointment and Scope

The Client hereby engages the Artist to create the artwork described herein, and the Artist agrees to provide such services under the terms of this Agreement.

Clause 2 – Ownership and Intellectual Property

Ownership of the physical artwork shall transfer to the Client upon full payment. Notwithstanding physical ownership, the Artist retains all intellectual property rights, including copyrights, unless otherwise agreed in writing.

Clause 3 – Use of Artwork

The Client is granted a non-exclusive license to use the artwork for personal, commercial, or promotional purposes as explicitly agreed. Any reproduction, distribution, or public display beyond the agreed use requires prior written consent of the Artist.

Clause 4 – Reproduction Rights and Licensing

If the Client desires reproduction rights beyond the agreed license, such rights must be negotiated and documented in a separate written agreement.

Clause 5 – Delivery and Risk of Loss

Risk of loss or damage to the artwork passes to the Client upon delivery. The Artist is not responsible for damages incurred during shipping or after delivery.

Clause 6 – Cancellation and Refunds

Either party may terminate this Agreement by written notice. If the Client cancels after work has commenced, the deposit shall be retained by the Artist as liquidated damages. Refunds beyond the deposit are at the Artist's discretion and subject to the extent of work completed.

Clause 7 – Warranties and Representations

The Artist represents that the work is original and does not infringe upon the rights of any third party. The Client represents that any content or instructions provided do not infringe on third-party rights.

Clause 8 – Indemnification

Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising out of breach of this Agreement or infringement of third-party rights.

Clause 9 – Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Canada and the Province of Ontario. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts located within the Province of Ontario.

Clause 10 – Confidentiality

Both parties agree to keep confidential any sensitive information disclosed during the course of this Agreement, except as required by law or agreed otherwise in writing.

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings, whether written or oral.

Clause 12 – Amendments

No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.

Clause 13 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to natural disasters, acts of government, or other events of force majeure.

Clause 14 – Assignment

Neither party may assign or transfer their rights or obligations under this Agreement without the prior written consent of the other party.

Clause 15 – Severability

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

Clause 16 – Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by certified

mail, or electronic mail to the addresses provided herein.

Clause 17 – Independent Contractor

The Artist shall perform all services as an independent contractor and not as an employee, partner, or agent of the Client.

Clause 18 – Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or any other provisions.

Clause 19 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together constitute one agreement.

Clause 20 – Signatures

The parties have executed this Agreement as of the date first written above, acknowledging that they have read, understood, and agreed to all terms herein.

ARTIST'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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