

AGREEMENT FOR REPRODUCTION OF WORK OF ART

(Example)

This agreement, is made on the (DD) of (MM,) (YY) by and between **ABC** of Art Studios ("**Artist**") of (Street Address, City, State, Zip) and (**Name**) of (Street Address, City, State, Zip) of (Company Name.) (**Second Party**.)

WHEREAS, **Artist** desires to create the new and original image, "**Title**," (**Work of Art**) and to have it reproduced as printed T-Shirts and

WHEREAS, **Second Party** is in the business of printing, selling, publishing and publicly distributing printed T-Shirts.

NOW, THEREFORE, in consideration of the premises, the consideration mentioned, and the mutual promises made, the parties agree as follows:

1. **Second Party** agrees to pay the **Artist** for the rights to print the **Artist's work**, titled, "**Title**," on T-Shirts and sell and distribute these T-Shirts on the terms of this **Agreement**, and **Artist** agrees to create "**Title**" suitable for reproduction on T-Shirts.

Edition size is without limit, and will not be signed or numbered. One proof copy shall be furnished to the **Artist**.

2. The parties agree that the **Artist** shall receive 13.5% of the wholesale price of each T-Shirt with the image of "**Title**" printed on it. Payment to the **Artist** shall be delayed until (MM) (DD), (YY), after which back payments are due and thereafter payments are due on the 10th of each month. **Artist** has the right to examine any and all records related to T-Shirts with the image of "**Title**" printed on them.
3. **Artist** agrees to design, execute, and produce "**Title**" in a form suitable for a print shop to make separations that can be used by the **Second Party** to print "**Title**" on T-Shirts, and **Artist** agrees to include the title, "**Title**," the copyright notice, date of publication, and the **Artist's name** (ABC) on the "**Title**" image. The **Second Party** agrees to include the title, "**Title**," the copyright notice, date of publication,

and the **Artist's name** (ABC) on each and every T-Shirt with the image, "**Title**" printed on it. **Artist** shall apply for copyright registration in the name of the **Artist** and shall retain ownership of the original **Work of Art**, all incidental work related to it, and all other reproduction and derivative work rights, including merchandising rights, use of rights, publication rights and foreign edition rights except those covered by this Agreement.

4. **Artist** agrees to maintain the wholesale and retail prices established by the **Second Party**. **Artist** also agrees to allow the **Second Party** to have the sole and exclusive rights to produce, sell, and distribute all T-Shirts with the "**Title**" image printed on them for the duration of this Agreement.
5. The terms of the Agreement shall be for five years from the date of execution or unless sooner terminated. **Second Party** has first rights to renew or extend the term of the Agreement.
6. **Artist** agrees that the **Work of Art** to be created shall be a new and original **Work of Art** created by the **Artist** and will be delivered to the **Second Party** by the (DD) of (MM,) (YY.)
7. **Second Party** shall have the right, in it's reasonable discretion, to accept or reject the finished **Work of Art** by the **Artist**. In the event that the **Second Party** finds the finished **Work of Art** unacceptable for any reason, **Second Party** may request the **Artist** in writing to make specific changes. If the **Artist** refuses to make the changes **Second Party** requests, or if **Second Party** deems the **Work of Art** so unsatisfactory that it cannot be made acceptable, **Second Party** shall have the right in his sole discretion to reject the **Work**. If **Second Party** finally rejects "**Title**" by the **Artist**, the **Artist** reserves all copyright rights and shall have the right to sell or otherwise dispose of it in any way he may choose.
8. **Second Party** shall have the right to use the **Artist's name**, portrait and biographical material to publicize and advertise sales of the edition but not as an endorsement of any product or service and likenesses will not be presented to the public in a questionable, undignified or derogatory manner affecting the **Artist's** standing in his profession.
9. **Second Party** agrees that he shall not alter, in any way, the **Work of Art** without the express written consent of the **Artist** with the following exception:

Second Party may include the phrase, "ABCDEFGG" on the printed **Work of Art**

in a type size smaller than, and below the **Artist's name**. Slight changes in color due to the printing process are understood to be expected, but any major alterations must be approved by the **Artist**, in writing.

10. **Second Party** agrees that the **Artist** must receive authorship credit and notice of copyright in **Artist's** name including affixing the copyright symbol, the date and name of the **Artist** on all reproductions of the **Work** covered by this agreement.
11. This agreement embodies and contains the entire agreement and understanding of the parties and shall be binding upon their respective heirs, legal representatives, successors and assigns.
12. Each party shall take any steps and execute, acknowledge and deliver any further documents that the other party may reasonably request to carry out the intent and purpose of this agreement.
13. This agreement may not be assigned by the **Second Party** to another person or party without the prior written consent of the **Artist**.
14. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any suitable remedy.
15. All notices and other communications shall be in writing and shall be deemed to have been given when delivered or mailed first class, postage prepaid, addressed to the party as set out above, or as they may otherwise designate in writing.
16. This Agreement may be amended, waived, discharged, modified or terminated only by an instrument in writing signed by both parties.
17. This Agreement is entered into in the State of California, contains covenants to be performed within the State of California and shall be construed in accordance with and governed by the laws of the State of California.
18. If the following Special Stipulations conflict with any of the foregoing provisions, the following stipulations are agreed to by the Parties and shall control over any printed portion of this Agreement:

IN WITNESS WHEREOF, the **Parties** have signed this Agreement on the (DD) day of (MM.) (YY.)

Artist

Second Party

Second Party
