

# REPRODUCTION LICENCE AGREEMENT

(with Artist's Royalty Rights)

This Agreement made in duplicate is between:

\_\_\_\_\_ (herein called "the Artist")

of \_\_\_\_\_ (address)

whose GST/HST registration number is \_\_\_\_\_

and \_\_\_\_\_ (herein called "the Licensee")

of \_\_\_\_\_ (address)

whose GST/HST registration number is \_\_\_\_\_

on \_\_\_\_\_, 20\_\_\_\_\_.

The parties agree as follows:

## 1. Definitions

"Agreement" means this agreement and any schedules, exhibits, addendums, written amendments or appendices attached to it.

"Artist" means the artist identified above.

"Licensee" means the licensee identified above.

"Work" means the works of art entitled described in article 2.1.

## 2. Grant of Licence

2.1 Subject to articles 2.2 and 2.3, the Artist grants to the Licensee an exclusive non-transferable personal worldwide licence to reproduce, distribute, offer for sale and sell the following Work at the selling prices listed below:

Title	Medium	Selling Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

2.2 The Artist grants the Licensee the right to:

(A) reproduce each Work in its entirety (without cropping, bleeding, alteration or overprint) in any manner or medium. Fee \$ \_\_\_\_\_.

(B) reproduce a detail of each Work, subject to the provision that credit be given to the Artist and the Work, by including the title and the Artist's name when the Work is being reproduced and noting that this is a reproduction of a detail of the original Work. Fee \$ \_\_\_\_\_.

# BILL OF SALE AGREEMENT

(without Resale Royalty clause)

[Artist's Trade Name] \_\_\_\_\_

[GST/HST registration number] \_\_\_\_\_

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

1. **Purchaser** \_\_\_\_\_  
(name)

\_\_\_\_\_  
(address)

2. **Title of Work of Art** \_\_\_\_\_

3. **Description of Work of Art**

a) Materials / medium \_\_\_\_\_

b) Dimensions \_\_\_\_\_

c) Theme \_\_\_\_\_

d) Other relevant information \_\_\_\_\_

\_\_\_\_\_

4. **Price** \$ \_\_\_\_\_

5. **Provincial Sales Tax (if any)** \$ \_\_\_\_\_

6. **GST/HST (if any)** \$ \_\_\_\_\_

7. **Total Amount Payable** \$ \_\_\_\_\_

8. **Balance due** \$ \_\_\_\_\_

9. **Date Balance is Due** (or other terms of payment) \_\_\_\_\_

Copyright is reserved by the Artist. The Work remains the property of the Artist until the full amount owing is paid to the Artist.

\_\_\_\_\_  
Artist (or Artist's Authorized Agent)

\_\_\_\_\_  
Purchaser (or Purchaser's Authorized Agent)

# BILL OF SALE AGREEMENT

(with Resale Royalty clause)

This Agreement made in duplicate is between:

\_\_\_\_\_ (herein called "the Artist")

of \_\_\_\_\_ (address)

whose GST/HST registration number is \_\_\_\_\_

and \_\_\_\_\_ (herein called "the Purchaser")

of \_\_\_\_\_ (address)

on \_\_\_\_\_, 20\_\_.

The parties agree as follows:

## 1. Definitions

"Agreement" means this agreement and any schedules, exhibits, addenda, written amendments or appendices attached to it.

"Work" means the work or works of art described in Schedule "A" attached to and forming part of this Agreement, but does not include the copyright in the work or works so described.

## 2. Work Sold

2.1 The Artist agrees to sell and the Purchaser agrees to buy the Work.

## 3. Price of the Work

3.1 The price of the Work is	\$ _____
Sales Tax	
GST/HST	\$ _____
Provincial	\$ _____
The total amount payable by the Purchaser	\$ _____
Amount received from Purchaser	\$ _____

[If the Work is not paid for in full at the time of purchase, add the following:

3.2 The Purchaser shall pay to the Artist the balance of \$ \_\_\_\_\_ on \_\_\_\_\_.  
Interest will be added to all amounts overdue thirty (30) days at the rate of \_\_\_\_\_% per annum.]

[If the Work will be paid for in more than two instalments, add the following:

3.2 The total amount payable [or the balance payable] shall be paid in \_\_\_\_\_ equal monthly instalments, beginning \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_.

Time is of the essence in this Agreement. Each instalment, if unpaid when due or upon acceleration, shall bear interest at \_\_\_\_\_% per annum from the due date or date of acceleration, and upon default in

# BILL OF SALE AGREEMENT

(with Resale Royalty clause)

*payment of any instalment upon the due date thereof, all remaining instalments shall without delay become due and payable at the option of the Artist without notice provided that in default of payment the total amount owing shall, at the option of the Artist and upon written notice to the Purchaser become payable forthwith.]*

## **4. Copyright**

- 4.1 The Artist warrants that he or she is the owner of the copyright in the Work. Copyright is retained by the Artist and has not been assigned.
- 4.2 All moral rights in the Work are retained by the Artist and have not been waived.
- 4.3 A valid copyright notice (as required by the *Universal Convention*) has been placed on the Work which is visible and legible upon reasonable inspection.
- 4.4 Before reproducing, publishing or exhibiting the Work in public, the Purchaser shall obtain the written consent of the Artist.

## **5. Receipt**

- 5.1 A copy of this Agreement shall be the receipt for the Purchaser for this sales transaction.

## **6. Liability**

- 6.1 All liability for the Work is transferred to the Purchaser upon signing of this Agreement.

## **7. Non-destruction**

- 7.1 The Purchaser shall not distort, mutilate, modify or destroy the Work without the prior written consent of the Artist.

## **8. Restoration and Repair**

- 8.1 The Purchaser will use its best efforts to maintain, restore and preserve the Work and will bear responsibility and costs for same.
- 8.2 If any restoration or preservation of the Work is required that affects the artistic integrity of the Work, the Purchaser agrees to contact and consult with the Artist before effecting any restoration or preservation, and to give the Artist the first opportunity to carry out such restoration or preservation.
- 8.3 Should the Artist be unavailable, unwilling or unable to carry out such restoration or preservation, the Purchaser shall make all reasonable efforts to maintain the artistic integrity of the Work in any restoration or preservation it undertakes.

## **9. Resale Rights**

- 9.1 On resale or other transfer of the Work the Purchaser shall pay the Artist fifteen percent (15%) of the difference between the sale price of the Work (inclusive of any commission or other expenses incurred by the Purchaser to effect the sale) and the sale price payable by the Purchaser to the Artist under this Agreement. If the Work is transferred other than by sale, fifteen percent (15%) of the increase in the fair market value of the Work as of the date of the transfer shall be paid to the Artist. All amounts owing to