

# Estate Agreement



Agreement made on \_\_\_\_\_  
between Artists Rights Society, Inc. (hereafter, "ARS") of 65 Bleecker, 12th Floor, New York, NY 10012,  
and the estate of \_\_\_\_\_  
(hereafter, "the Estate") of: \_\_\_\_\_

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1. The Estate hereby authorizes ARS to act as its representative in North America and worldwide, via its sister societies abroad, with regard to the licensing of reproductions of the Works of:

\_\_\_\_\_  
(hereafter, "the Artist"). Whenever it becomes possible and available, ARS shall endeavor to obtain and distribute Resale Royalties to the Artist.

2. ARS shall undertake to the best of its ability to monitor licensed uses and reproductions of the Works including the name, signature, and logo of the Artist. ARS agrees to be guided by any special instruction received from the Estate with regard to the granting or withholding of authorizations and the reduction or waiving of fees in cases deemed appropriate by the Estate.

3. ARS will in the case of books and magazines (excluding covers) use its discretion in granting licenses, provided no such book or magazine is entirely devoted to or constitutes a monographic study of the Artist's oeuvre. For all such monographic requests, ARS will notify the licensee regarding any special conditions required by the Artist for reproduction.

4. ARS will submit to the Estate requests received for the following categories of reproduction for its review and approval prior to granting permission for such reproduction:

- a. Posters
- b. Calendars
- c. Greeting Cards
- d. Postcards
- e. Merchandise & Products
- f. Advertising
- g. Monographs
- h. Book and Magazine covers
- i. Promotional materials
- j. Electronic media
- k. Motion pictures, including videos
- l. TV programs where 50% or more of the illustrations are of the work of the Artist

5. ARS shall promote the use of the Artist's works when reasonable, which may include using reproductions of the Artist's works in ARS' promotional material and social media.

6. All fees received by ARS for the reproduction of the works of the Artist shall be divided on the basis of 25% to ARS and 75% to the Estate. All of ARS' expenses for its activities on behalf of the Estate shall be derived from ARS' own share.

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7. ARS will advise its members appropriately and provide access to its legal department, to provide support in response to intellectual property law questions involving the Artist's works, at ARS' discretion.
8. ARS shall submit a report and payment to the Estate on a semi-annual basis. Such report shall contain the name of the Licensee, the title of the Work reproduced, the type of use made, and the fee paid for such use. The report shall be accompanied by a check for the entire amount shown to be due the Estate for that period.
9. ARS shall include as a condition of each license a requirement that the following copyright notice accompanying the licensed reproduction:  
  
**© [year of publication] Name of the Estate / Artists Rights Society (ARS), New York**
10. The term of this agreement shall be for three years. It shall be automatically renewable for successive three-year terms, unless one party sends to the other, at least three months prior to the expiration of any term, written notice of its intent to terminate the agreement. Notwithstanding the above, either party may terminate this agreement at any time upon sixty (60) days' written notice to the other party.
11. The Estate represents and warrants that it possesses the right to act as the sole representative of the Artist's Estate, and control the Estate's intellectual property rights in the works, and that this Agreement does not conflict with or violate the rights of any individual or entity. The Estate shall indemnify and hold ARS harmless from and against all liabilities, claims, costs and expenses that ARS may incur as a result of any breach of the Estate's representations and warranties made herein.
12. This agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

If the above meets with your approval, kindly indicate your agreement by signing below and returning one copy to ARS.

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Executor Signature

\_\_\_\_\_  
Executor Name                      Artist's country of birth

\_\_\_\_\_  
Artist's website

\_\_\_\_\_  
Email /contact information

\_\_\_\_\_  
Artist's birth and death dates

\_\_\_\_\_  
Date

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Theodore H. Feder, President  
Artists Rights Society, Inc. (ARS)

\_\_\_\_\_  
Date