

# Artist Agreement



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

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1. The Artist hereby authorizes ARS to act as his/her representative in North America and worldwide, via its sister societies abroad, with regard to the licensing of reproductions of his/her Works. Whenever it becomes possible and available, ARS shall endeavor to obtain and to 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 Artist with regard to the granting or withholding of authorizations and the reduction or waiving of fees in cases deemed appropriate by the Artist.

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 Artist requests received for the following categories of reproduction for the Artist's 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 (where less than 50%, such programs shall be governed by Paragraph 3 above)
- m. NFTs

5. ARS shall promote the use of the Artists 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 Artist. All of ARS' expenses for its activities on behalf of the Artist shall be derived from ARS' own share.

