

## MEMBERSHIP AGREEMENT

This agreement (the “Agreement”) is made on \_\_\_\_\_ (the “Effective Date”) between Artists Rights Society, Inc. (“ARS”), located at 65 Bleecker Street, Floor 12, New York, NY 10012, and \_\_\_\_\_ (the “Artist”), located at \_\_\_\_\_.

ARS and Artist hereby agree as follows:

### **1. RIGHTS GRANTED.**

The Artist hereby authorizes ARS to act as their representative in North America and worldwide, via ARS’s sister societies abroad, for the licensing of reproductions of the Artist’s artworks (the “Works”) in accordance with the terms below. Additionally, when possible and/or available, ARS will obtain and distribute resale, reprographic, or other royalties to the Artist.

Unless otherwise agreed or directed by the Artist, all reproductions of the Works authorized by ARS will include the following copyright notice: © [Year of Publication] [Name of the Artist] / Artists Rights Society (ARS), New York.

### **2. APPROVALS.**

The following categories of reproduction are subject to the Artist’s review and approval: (i) non-paper merchandise (e.g., apparel, home goods), (ii) advertising and promotional materials, (iii) monographic publications, (iv) covers for books and magazines, (v) feature films, (vi) TV programs where 50% or more of the reproductions are Artist’s Works, and (vii) NFTs.

For uses not listed above, ARS will use its discretion in granting licenses. Some examples of uses where ARS may use its discretion in granting licenses include social media uses, postcards, calendars, educational uses, and book and magazine interiors. Notwithstanding the foregoing, following written receipt of instructions from the Artist, ARS will abide by the Artist’s directions with respect to the granting or withholding of authorizations or any special conditions.

### **3. COMPENSATION.**

ARS will collect all compensation owed in connection with reproductions of the Works authorized by ARS (the “Fees”). Fees will be paid 70% to the Artist and 30% to ARS (the “Revenue Split”); provided that ARS may retain no less than 40% of the Fees for non-museum commercial projects. ARS reserves the right to adjust the Revenue Split upon sixty (60) days prior written notice to the Artist.

On a semi-annual basis, ARS will pay the Artist their share of the Fees and will provide the Artist with a report detailing each authorized use (e.g., usage, licensee, royalty collected, and royalties collected via sister societies). If the Artist wishes for a third party to receive the Artist’s share of the Fees, the Artist and the third party must sign and submit a payee designation form (to be provided by ARS) to ARS.

### **4. TERM.**

The term of this Agreement commences on the Effective Date and continues for three (3) years (the “Term”). The Term will automatically renew for successive three (3) year terms. Each of the Artist and ARS may terminate this Agreement at any time upon sixty (60) days prior written notice to the other party. If this Agreement is terminated, termination will not affect the terms of licenses entered into by ARS as the Artist’s representative prior to the date of Agreement termination.

### **5. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.**

The Artist hereby represents and warrants that (i) they are authorized to enter into this Agreement and grant ARS the rights granted in this Agreement, (ii) they exclusively own and control all intellectual property rights in and to the Works, (iii) the permission of no other party is required in connection with ARS’s exercise of its rights granted hereunder, and (iv) unless otherwise notified by the Artist in writing for a specific Work or Works, the use and license of the Works as permitted herein will not violate or infringe upon the rights of any third party or necessitate payments by ARS or any authorized licensee to



any third party. If the Artist is a joint copyright holder in any of the Works, the Artist acknowledges that it is the Artist's sole responsibility to provide a share of the Fees to the other joint copyright holders and agrees to indemnify ARS for any Claims (defined below) resulting from the Artist's failure to do so.

The Artist will indemnify ARS from and against all third-party liabilities, claims, suits, costs and expenses (including reasonable outside attorney's fees) (collectively, "Claims") arising out of any breach or alleged breach of the Artist's representations and warranties made herein. In the unlikely event of any Claims, ARS is permitted to withhold amounts from the Fees owed to the Artist necessary to reimburse ARS for the Claims.

## **6. MISCELLANEOUS.**

This Agreement will be governed by New York law. Any dispute arising out of this Agreement will be resolved by final and binding arbitration under the rules of JAMS in effect when the arbitration is filed. This Agreement contains the parties' entire understanding, and supersedes any prior oral or written agreements regarding, the subject matter hereof. Any sections of this Agreement that by their nature should survive any termination will so survive. All notices and other communications between the parties must be in writing and will be deemed received when delivered in person or by email or facsimile or five (5) days after deposited in the mail, postage prepaid, certified or registered mail to the address above.

### **ACCEPTED AND AGREED:**

#### **THE ARTIST**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Citizenship: \_\_\_\_\_

Payee: \_\_\_\_\_

(If different from Signing Party)

#### **ARTISTS RIGHTS SOCIETY, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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