

**CONTRACT FOR THE COMMISSIONING OF ONE OR MORE  
PHOTOGRAPHS OR WORKS OF ART AND  
AGREEMENT ON EXERCISE OF MUTUAL COPYRIGHTS**

**1 SECTION 1 IDENTIFICATION OF THE PARTIES**

Contract between:

Artist's surname and first name: \_\_\_\_\_

Address: \_\_\_\_\_

Postal code: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Represented by: \_\_\_\_\_

Carrying on business under the corporate name (if applicable):  
\_\_\_\_\_

GST Number (if applicable): \_\_\_\_\_ QST Number (if applicable): \_\_\_\_\_

Hereinafter referred to as "the Artist".

and

Name of photographer and, if applicable, corporate name under which they carry on business:  
\_\_\_\_\_

Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Represented by: \_\_\_\_\_

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

GST Number (if applicable): \_\_\_\_\_ QST Number (if applicable): \_\_\_\_\_

Hereinafter referred to as "the Photographer".

**2 SECTION 2 OBJECT OF THE CONTRACT**

The Artist commissions the Photographer for photographic reproduction(s) (hereinafter referred to as "photograph" or "photographs") of the Artist's original work or works of art (hereinafter referred as "work" or "works") described in Section 3, under the terms set out in this contract.

**3 SECTION 3 WORKS**

The Artist's works which form the object of this contract are outlined below and in Annex A (if applicable) :

**Initials:** Photographer \_\_\_\_\_ Artist \_\_\_\_\_

**1)**

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

Format: \_\_\_\_\_

Medium/support: \_\_\_\_\_

Number of different photographs: \_\_\_\_\_

**2)**

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

Format: \_\_\_\_\_

Medium/support: \_\_\_\_\_

Number of different photographs: \_\_\_\_\_

**3)**

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

Format: \_\_\_\_\_

Medium/support: \_\_\_\_\_

Number of different photographs: \_\_\_\_\_

**4)**

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

Format: \_\_\_\_\_

Medium/support: \_\_\_\_\_

Number of different photographs: \_\_\_\_\_

**5)**

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

Format: \_\_\_\_\_

Medium/support: \_\_\_\_\_

Number of different photographs: \_\_\_\_\_

**6)**

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

Format: \_\_\_\_\_

Medium/support: \_\_\_\_\_

Number of different photographs: \_\_\_\_\_

**Initials:** Photographer \_\_\_\_\_ Artist \_\_\_\_\_

#### 4 SECTION 4 ORDER DELIVERY

The Photographer shall deliver photographic reproductions media to the Artist in the formats stipulated below within [ ] business days of taking the photographs, at the latest.

Number of digital formats:

- [ ] JPG, 72 ppi (dpi), for Internet
  - [ ] Tiff, 300 ppi (dpi), for print
  - [ ] other, specify: \_\_\_\_\_
- 

Number of print formats:

- [ ] 5x7 prints, [ ] glossy / [ ] matte
  - [ ] 8x10 prints, [ ] glossy / [ ] matte
  - [ ] other, specify: \_\_\_\_\_
- 

Other formats:

Specify number and format for each: \_\_\_\_\_

---

---

#### 5 SECTION 5 AGREEMENT ON EXERCICE OF MUTUAL COPYRIGHTS

**Whereas** the copyright on the photography of the work belong to the Photographer, subject to the rights owned by the Artist on his work.

**Whereas** the copyright on the work(s) of the Artist belong to the Artist.

**Whereas**, in accordance with the Photographer's copyright, the Artist cannot use the photograph(s) without the consent of the Photographer, subject to the provisions set out in this agreement.

**Whereas**, in accordance with the Artist's copyright, the Photographer cannot use the photograph(s) without the consent of the Artist, subject to the provisions set out in this agreement.

The Parties agree that:

- 5.1 For any use or authorization of any use of the photographs for commercial purposes, in any material form whatsoever, including by-products sourced from commerce or from independent events promotion (e.g., book cover, t-shirt, posters for sale, digital reproduction or prints in the media, festivals and events having budgets for reproduction, etc.), the royalties in consideration for the use are payable without any limitations in terms of time, media, market, or territories traded, collected and distributed by the Artist as follows:

**Initials:** Photographer \_\_\_\_\_ Artist \_\_\_\_\_

5.1.1 In the case of a photograph which resembles a “duplicate” of the work, based on the fact that the Photographer provided limited interpretation of the point of view of the form of expression or presentation:

Artist	%	
Photographer*	%	
		100 %

\* Based on current practices in such case, RAAV and CAPIC suggest 10% to the Photographer.

5.1.2 In the case of a photograph where the Photographer makes an original, or an important and meaningful contribution to the form of presentation of work (e.g., installation, performance, public art, sculpture, work in situ, etc):

Artist	%	
Photographer*	%	
		100 %

\* Based on current practices in such case, RAAV and CAPIC suggest 50% to the Photographer.

- 5.2 The Artist may use the photographs without any limitations in terms of time, media, market and territories for the purpose of promotion, education and cultural mediation of the Artist’s career and works (e.g., contemporary artistic work digital warehouse (CAWDW), Artist’s website, archives and portfolio, submission of application, reproductions in medias promoting the Artist, etc.) without accountability to the Photographer.
- 5.3 The Photographer may use the photographs without any limitations in terms of time, media, market and territories for the purpose of promotion, education and cultural mediation of the Photographer’s career and works (e.g., the Photographer’s website, archives and portfolio, submission of application, reproductions in media promoting the Photographer, etc.) without accountability to the Artist.
- 5.4 The Artist undertakes to grant credit to the photographer for any use of the photographs, and shall ensure that any third party has the same obligation.
- 5.5 The Photographer undertakes to mention the Artist’s name, the title of the work and year of realization in any publication of the photograph or for its archive, portfolio or any other form of use, or, if applicable, in accordance with an authorization otherwise given to the Photographer.
- 5.6 All payment to the Photographer from the Artist must occur within thirty (30) days following the Artist’s receipt of copyright royalties paid by the user.

## 6 SECTION 6 REMUNERATION AND MODE OF PAYMENT

6.1 Commissioning of photographs and rights are granted in exchange of a fee of \$\_\_\_\_\_ payable under the following terms: \$\_\_\_\_\_ upon the signature hereof; and \$\_\_\_\_\_ at the time of delivery by the Photographer and acceptance by the Artist of the photographs.

**Initials:** Photographer \_\_\_\_\_ Artist \_\_\_\_\_

6.2 Other than the copyright payment set out in Section 5 above, specify any other modes of payment:

\_\_\_\_\_  
\_\_\_\_\_

In the event that the Photographer does not receive full payment of the fees, the latter can, following a fifteen (15) day notice of default to which the Artist has not remedied, consider that this contract is terminated. In this case, the Artist may not use, in any way whatsoever, the photographs of his works. However, under this contract the Photographer is regarded as authorized by the Artist to own the rights of reproduction for the purpose of promoting the Photographer.

6.3 Compound interest of \_\_\_\_\_ % a month, \_\_\_\_\_ % annually, will be charged on any amount past due.

**7 SECTION 7 CUSTODY AND PRESERVATION**

7.1 The Photographer shall keep ownership of the photographs' original files (source or negative) if necessary. The Photographer shall take reasonable measures to ensure the preservation of the photographs for future reference. The Artist shall receive archival copies for preservation purposes, and to access the photographs in the event that the original files would no longer be available.

7.2 Any use of the photographs not taken in consideration by this contract shall be written and signed in duplicate by the parties and shall be attached hereto.

**8 SECTION 8 DISPUTE SETTLEMENTS**

8.1 In case of litigation, the parties agree to seek the assistance of a mediator. As needed, and upon request by one of the parties, a representative or representatives of RAAV or CAPIC may act as mediators.

8.2 The parties commit to make all reasonable efforts possible to try to resolve all disputes related to the present contract or deriving from their interpretation or their application by means of mediation in accordance with the established procedures in articles 1 to 7 and in Book VII of the Quebec Code of Civil Procedure, as defined in the Act instituting the new Code of Civil Procedure (Draft law no. 28).

8.3 If the parties have not reached an agreement in the sixty (60) days following the appointment of a mediator, if required, one of the parties could appeal to the common law courts.

**9 SECTION 9 STATUTES AND JUDICIAL DISTRICT**

This contract is governed by the laws applicable in Québec. The parties elect domicile in the judicial district of

\_\_\_\_\_.

Signed in duplicate at \_\_\_\_\_, this \_\_\_\_\_.

\_\_\_\_\_  
for the Artist

\_\_\_\_\_  
for the Photographer

**Initials:** Photographer \_\_\_\_\_ Artist \_\_\_\_\_