***This is not a legal document.*** *The official version of this agreement is drawn up in French. The following is a courtesy translation provided for informational purposes only. In the event of incompatibility between the French version and its English translation, the French version shall prevail. The original French version of this document can be accessed here* [*https://www.cqam.org/wp-content/uploads/2019/02/contrat-type-commande-oeuvre.pdf*](https://www.cqam.org/wp-content/uploads/2019/02/contrat-type-commande-oeuvre.pdf)

**CONTRACT TO COMMISSION AN ARTWORK**

**Names of the Parties**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (cont’d.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
GST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as the “Artist”**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (cont’d.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as the “Producer”**

**The Artist and Producer are hereinafter referred to collectively as the “Parties.”**

**1 Purpose of the Contract**

The Producer has commissioned the Artist to create a work (hereinafter referred to as the “Artwork”), under the terms set out in this agreement (hereinafter referred to as the “Contract”)..

**2 Artwork**Title:

Medium:

Description:

**3 Delivery of the Artwork**

The Artist agrees to deliver the Artwork to the Producer on the following date:

**4 Development of the Artwork**

Put a checkmark beside the situation(s) that apply and strike out any that do not apply.

(\_\_) The Producer agrees to provide the following technical assistance: \_\_\_\_\_\_\_\_\_\_\_\_\_.

(\_\_) The Artist grants the Producer the right to reuse technical elements that were used in the production of the Artwork, insofar as the use of said technical elements does not lead to the creation of a work that is similar to that of the Artist.

(\_\_) Materials will be provided by \_\_\_\_\_\_\_\_\_\_\_\_\_ under the following terms: \_\_\_\_\_\_\_\_\_\_\_\_\_.

**5 Copyright and intellectual property**

**5.1** The Artist remains the owner of the original Artwork.

**5.2** The Contract does not entail any transfer of rights; accordingly, it is agreed that the Artist shall retain ownership of all copyright in the commissioned Artwork. Any use of the Artwork, except for those provided for in this section, shall be the subject of a separate contract.

**5.3** The Producer may, however, keep a copy of the Artwork for archival purposes.

**5.4** The Producer may also disseminate the Artwork as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_.

The duration of this dissemination is as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_.

To these ends, the Artist shall approve:

(\_\_) The graphic design of all promotional materials related to the dissemination of the Artwork

(\_\_) Texts describing the Artwork

The Artist shall provide their approval promptly and may only withhold their approval if they have substantial grounds to do so.

**6 Artist’s talk**

The Artist agrees to publicly present the commissioned Artwork by giving a talk lasting (duration)\_\_\_\_\_\_\_\_\_\_\_\_\_, held at (location)\_\_\_\_\_\_\_\_\_\_\_\_\_ on (date)\_\_\_\_\_\_\_\_\_\_\_\_\_.

**7 Compensation**

**7.1** The Producer agrees to pay the Artist an amount of \_\_\_\_\_\_\_ for the production of the Artwork Payment will be made on the following date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**7.2** The Producer also agrees to:

(\_\_) Pay the Artist the following amount for the Artwork’s dissemination: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(\_\_) Pay the Artist the following amount for the Artist’s talk: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7.3** Any amounts not paid will be subject to interest at a monthly rate of \_\_\_\_\_\_\_\_\_%.

**8 Acknowledgement**

With each use of the Artwork, the Artist shall mention that the Artwork was commissioned by the Producer.

**9 Conflict resolution**

**9.1** The Parties shall attempt, in good faith and using reasonable efforts, to amicably resolve all disputes arising from or in relation to the Contract.

**9.2** If the Parties are unable to resolve the dispute amicably, the matter shall be settled by arbitration, conducted by a single arbitrator, under the rules provided in the *Québec Code of Civil Procedure*.

**9.3** The Parties do not have to resort to arbitration to file a motion for an injunction, for proceedings that may be brought before the Small Claims Division or to terminate the Contract.

**10 Contract termination**

**10.1** Should one of the Parties fail to comply with any one of the conditions set out in the Contract, the other Party may terminate the Contract on those grounds alone.

**10.2** The Party who wishes to terminate the Contract must first send the other Party written notice requiring the breach of Contract be remedied within a reasonable period of time.

**10.3** If the breach is not remedied by the end of said period, the Party who sent the first notice must send a second written notice stating that the Contract is terminated.

**10.4** The Contract will be terminated in the event of force majeure beyond the control of the Parties.

**10.5** Cancellation of the commission by either Party entitles the Artist to compensation corresponding to the work done by the Artist.

**11 Applicable law and judicial district**

This contract shall be governed by the laws in force in Québec. In the event of a dispute, the Parties agree to elect domicile in the judicial district of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Signed in two copies in** (city) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **on** (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[signature] **Producer** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature] **Artist** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Parties agree that the present agreement shall be drafted in English. Les parties aux présentes conviennent que l'entente sera rédigé en anglais.