

# Artist Listing Agreement



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

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

Length of Placement: \_\_\_\_\_

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

OFFICE ONLY

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

Agent: \_\_\_\_\_

Artist: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

Phone: \_\_\_\_\_

email: \_\_\_\_\_

Website: \_\_\_\_\_

THIS AGREEMENT is entered into this day of \_\_\_\_\_ 201\_, by and between  
ARTTRA, LLC, a Kansas corporation and \_\_\_\_\_ (Artist), hereby agree as follows:

**1. Original Artwork:** ARTTRA agrees to display Artist original art listed in this agreement's Addendum B & C on its web art gallery located at [www.ARTTRAc.com](http://www.ARTTRAc.com) for a period of ninety (90) days. ARTTRA will offer for sale and collect payment for the sale of the artist's original artwork. ARTTRA shall pay to Artist a royalty of (65%) sixty-five percent of the agreed selling price that ARTTRA and Artist set at the time of this agreement. A list of Artist's original artwork shall be included in Addendum B & C of this agreement. The artwork will remain in the possession of the Artist during this entire period (except for the time needed to photograph it if needed). ARTTRA will notify the artist within a 24 hour period when a piece is sold and the delivery and/or shipping will be the responsibility of the Artist. The Artist agrees to do this within 2 days (48 hours) of being notified of the sale.

**2. Giclée Prints – Reproductions, Limited Editions, Signed by the Artist Digital Prints:** ARTTRA agrees to display in its online art gallery located at [www.ARTTRAc.com](http://www.ARTTRAc.com) for a period of ninety (90) days and offer for sale and take orders on a print-on-demand basis, the artist's limited edition, signed prints. ARTTRA shall pay to Artist, a royalty equal to fifty (50%) percent of the listed selling price on the website and that was agreed upon within this agreement on Addendum B & C. ARTTRA shall cover all printing costs of the reproductions done at the ARTTRA facility. ARTTRA and Artist together shall set the selling price, quantity and size of each limited edition. ARTTRA agrees not to exceed or oversell the limited edition quantity. A list of agreed upon limited edition images by the Artist shall be included in Addendum B & C of this Agreement. Artist further agrees to provide to ARTTRA the original piece of art for photography for each image displayed in the web gallery (or provide a professional image that meets the ARTTRA requirements). At the expiration of this Agreement the display images shall be taken down but the images remain archival property of ARTTRA, not to be used or sold in any way.

**3. Statements.** ARTTRA shall provide Artist with an accurate and complete statement setting forth the original work of art and reproductions sold during the quarter, the gross proceeds there from the amounts due Artist.

**4. Payment.** Payment to the Artist shall be made by ARTTRA, LLC no more than 30 days after the full payment has been received, and will include all commissions due for any/all artworks sold.

**5. Marketing.** ARTTRA shall have the rights to market Artist's work and shall be responsible for all the expenses incurred in that marketing effort. The parties agree that ARTTRA's marketing efforts may include electronic media, advertising in periodicals and trade publications, brochures or other written material regarding Artist, and the displaying of Artist's works at trade shows.

**6. Care and Insurance.** ARTTRA shall exercise all due and responsible care in handling, storage, and temporary delivery to other persons of said art works until Artist has been paid for such art works or they have been returned to Artist's possession.

**7. Covenants and promises of Artist.** Artist hereby covenants, promises, represents and agrees as follows:

- a.** Artist represents that he has title to each and every work of art he delivers to ARTTRA. Artist authorizes ARTTRA during the period of this Agreement to deliver title to the artwork covered by this Agreement to purchasers and to collect from them a price established by ARTTRA.
- b.** To deliver artwork created by Artist for purpose of sale and display in return for payment in accordance with the provisions of Paragraph 4 of this Agreement. Artist represents that each work of art delivered to ARTTRA under this Agreement is bona fide, original work of art created by Artist.
- c.** Artist further represents that he has no contractual agreement, deal, or understanding, whether oral or written, with any other person, group or entity, which prohibits or limits the artist from entering into this Agreement.
- d.** Artists agrees to indemnify ARTTRA from any liability, lawsuit or damages that ARTTRA may suffer as a result of claims, demands, costs, attorney fees, judgments, and or any other expenses against ARTTRA made by any person, group, or entity that they had an exclusive agreement, deal, or understanding with Artist for the sale of works of art of Artist and any reproductions of any nature of such work of art.

**8. Terms and Termination:** This Agreement shall begin on the date written above and shall continue for a period of ninety (90) days unless earlier terminated as provided in this Paragraph:

- a.** Either party may terminate this Agreement at any time upon the material breach by the other party of any of the obligations contained herein if such breach shall not have been remedied with then (10) days of receipt of written notice of said breach.
- b.** After termination of this Agreement, ARTTRA may continue to sell originals and/or signed reproductions owned/purchased by ARTTRA from such artist.

**9. Assignment.** Either party without the written consent of the other party hereunder, shall assign neither this Agreement, nor any of the rights or obligations.

**10. Arbitration.** Any claim, controversy or dispute or whatever nature arising out of or concerning the Agreement, or breach thereof, shall be resolved by final and binding arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) shall be binding and may be entered in any court, within the State of Kansas, having jurisdiction thereof. One arbitrator is chosen by ARTTRA and one by the Artist and third to be selected by the two arbitrators so chosen in accordance with American Arbitration Association Rules of Practice and Procedure. They in effect shall conduct the arbitration before a panel of three (3) arbitrators. The parties shall be entitled to only such discovery as is permitted by the Kansas Code of Civil Procedure. The Arbitrators shall have full power to make such orders, rules and regulations, as they shall deem just and expedient in respect to any procedure of matter involved in this arbitration. The Arbitrators shall have the authority and power to request the production of any books or records in the possession or control of either of the parties and to order that either of the parties shall have access to and be permitted to inspect and makes copies thereof. If either party refuses or neglects to furnish the papers or information requested by the Arbitrators, the Arbitrators shall be empowered to make an ex parte award against such party. The Arbitrator shall have the power to order and direct or shall deem necessary to be done by either the parties, including, but not limited, interim awards, provisional remedies, and temporary injunctive relief.

**11. Law.** This Agreement shall be governed and interpreted under the laws of the State of Kansas. This Agreement may be executed in fax counterparts.

**12. Severability.** If any clause in this Agreement is declared illegal or invalid, the balance of this agreement shall remain enforceable, its clauses being severable.

**13. Entire Agreement.** This written Agreement contains the sole and entire Agreement between the parties and shall supersede any and all other agreements, oral or written, made by ARTTRA and Artist. The parties acknowledge that neither of them has made any representations except those specifically set forth herein and that they have relied on their own judgment in entering into the same.

\_\_\_\_\_  
Artist\_\_\_\_\_  
Date\_\_\_\_\_  
Dennis Dierks, President  
ARTTRA, LLC.\_\_\_\_\_  
Date