



ARTIST AFFILIATION AGREEMENT

between Canadian Artists Representation Copyright Collective Inc. (referred to as "CARCC") and

Name: _____
(referred to as the "Affiliate", the signatory of this agreement) whose full address is

(address)

(address)

(Birth Date) _____
(Social Insurance Number)

(Telephone number) _____
(Fax)

(Email) _____
(Website)

Definitions:

CARCC means Canadian Artists Representation Copyright Collective Inc.

Affiliate means the individual member of CARCC.

CARFAC means Canadian Artists Representation / le Front des artistes canadiens.

Work means Artistic Works as defined in the Copyright Act and further shall extend to performance, film, video, or audio-visual works.

Exhibition Right means the right to present the Work (other than a map, chart, or plan) at a public exhibition, for a purpose other than for sale or hire.

Reproduction Right means the right to reproduce the Work, or any substantial part thereof, in any material form, including digital and electronic reproductions, by means now or hereafter known.

Reprography Right (part of the Reproduction Right) means the right to make visually perceivable copies of published Works by such means as photocopy, duplication (stencil), microform, or transcription / drawing for overhead or slide projection.

Telecommunication Right means the right to use a Work on radio or television and the right to the transmission of a work via cable, satellite, and telephone wires. This right also includes the right to the retransmission of the same Work.

User means any legal entity, whether individual, corporate or otherwise, who makes use of an Artist's copyrights.

Please mail two signed copies of this agreement to CARCC

Canadian Artists Representation Copyright Collective Inc (CARCC)

109A Fourth Avenue,
Ottawa, ON K1S 2L3;

T 613 232 3818;
F 613 232 8384;
Toll free 866 502 2722;

email carcc@carcc.ca
website www.carcc.ca.

This Agreement relates to copyrights to Artistic Works now owned or controlled by the Affiliate during the term of and beginning on the effective date of this Agreement. The Affiliate assigns to CARCC, for the purpose of licensing and authorizing use, all copyrights of Exhibition, Reproduction, Telecommunication, and Reprography to Artistic Works during the term of this Agreement.

CARCC has the right to license to the Affiliate's advantage the copyright to his or her Works. CARCC will account for and remit, as instructed by the Affiliate, all monies received for the licensing of the Affiliate's copyrights. In all licensing transactions of CARCC, the CARCC administrative fee will be charged to the User wherever possible. If the Affiliate is not a member of CARFAC, CARCC may deduct an additional administrative charge of 10% from monies collected for the Affiliate.

This Agreement is subject to the policies and regulations of CARCC as they exist and are changed over time.

The Affiliate warrants that the Work is original to the Affiliate, contains nothing that is in breach of copyright or that is otherwise unlawful, and the Affiliate agrees to indemnify and hold CARCC harmless against damages, losses, expenses (including legal expenses) incurred as the result of a breach of the foregoing Warranty. The Affiliate agrees to cooperate fully with CARCC in all matters that are reasonably necessary to fulfil the terms of the Agreement.

This agreement is valid for two years from the effective date and is automatically renewed in two-year terms unless one party gives written notice to the other 90 days prior to the end of any term. In the event of winding up, bankruptcy, or dissolution of CARCC, the rights granted in this Agreement shall revert to the Affiliate and the term of this Agreement shall end provided, however, that any agreements made or licenses issued prior to such an event remain in effect.

This Agreement is for the benefit of and is binding on the heirs, executors, personal representatives, assigns, or other successors of the Affiliate and the Collective.

Agreed to, acknowledged, and effective this _____ day of _____ 20_____

Affiliate: _____ CARCC: _____

Date: _____ Date: _____

