

Sign on the Line, Contracts, Copyright, and Murals



A contract is basically a business agreement between two sides, in this case between the artist and the mural commissioner. Optimally, it lays out the responsibilities and obligations for each side for the duration of the contract. It CAN be negotiated, either in its entirety or individual parts. While it won't prevent something going wrong, it can provide a "road map" in the event that something does.

What you would prefer and what you are offered are frequently not the same thing. But you might be able to negotiate better terms. This form is meant to act as a guideline when responding to a contract or developing your own.

Consider the issue from three points of view:

- 1) What you would prefer?
- 2) What would the commissioner prefer?
- 3) What has been your experience.?

What to look for:

1) IMAGE

Who determines the content and style of the mural?
You, the commissioner, or in negotiation.

2) PAYMENT

How much?

What formula do you use to calculate your fee?

- Concept development / maquette
- Hours/labour
- Creative talent
- Size
- Materials

Who pays for the materials, equipment, you or the commissioner?

What happens if the finished mural comes in over budget? Who pays?

2) PAYMENT STRUCTURE

How and when do you get paid?

- Invoice (net 30 days)
- COD
- Cash up front – how much (by percentage)
- Benchmark payments

If benchmark payments, how many stages, and when?

- Design / drawing phase
- In progress

3) INSURANCE

Who is responsible for ?

- property insurance (materials, equipment)
- personal liability (either you or a bystander)

while you are working on the mural, you or the commissioner?

Who is responsible for insurance once the mural is completed?

4) DEADLINES

What happens if the artist is late in meeting the completion date.

5) AFTER THE FACT RESPONSIBILITIES

After the mural is completed who is responsible for maintenance and repairs, you or the commissioner?

6) COPYRIGHT

Who owns the right to the image, you or the commissioner?

Under what conditions / terms of exclusivity

- Application
- Time
- Region

Do you have access to the mural image for your own portfolio / promo use

Can the commissioner alter the mural after-the-fact?

7) ACKNOWLEDGMENTS

How will your name and efforts be acknowledged after the fact?

8) What Else?