



## Musician Contract

### The Art of Music Exhibition at Augusta & CO.

This Music-to-Art Inspiration Agreement ("Agreement") is entered into as of \_\_\_\_/\_\_\_\_/2026 ("Effective Date"), by and between the Greater Augusta Arts Council ("Organizer"), and the undersigned musician or rights holder ("Musician").

#### 1. Purpose of Agreement

The purpose of this Agreement is to permit the Organizer to use selected musical works provided by the Musician to inspire participating visual artists to create new, original visual artworks for a curated art exhibition (the "Exhibition," titled *The Art of Music*).

#### 2. Musical Works Covered

The Musician agrees to submit one or more original musical works (the "Music") for inclusion in a Spotify playlist curated by the Organizer specifically for the Exhibition. The Musician represents that they own or control all necessary rights to the Music submitted under this Agreement.

#### 3. Grant of Limited License

The Musician grants the Organizer a **non-exclusive, royalty-free, revocable license** to:

- Share the Music via a Spotify playlist created for the Exhibition.
- Provide access to the Music through QR codes, links, or other digital means within the gallery space.
- Link to the Music on the Organizer's website and official social media platforms.
- Reference the Music and Musician in promotional materials related to the Exhibition.

This license is granted solely for purposes related to the Exhibition and associated promotion.

#### 4. No Transfer of Copyright

Nothing in this Agreement shall be construed as a transfer of copyright or ownership. All right, title, and interest in the Music remain with the Musician.

## **5. Creation of Visual Artwork**

The Musician acknowledges and agrees that participating visual artists will create **new, original visual artworks** inspired by the Music. These artworks shall not incorporate, reproduce, sample, or otherwise use the Music itself, lyrics, or album artwork, and shall constitute independent works of authorship owned solely by the visual artists.

## **6. Attribution**

The Organizer agrees to make reasonable efforts to credit the Musician by name in connection with the Spotify playlist, gallery labels (where applicable), and online promotional materials related to the Exhibition.

## **7. Representations and Warranties**

The Musician represents and warrants that:

- The Music is original and does not infringe upon any copyright, trademark, or other proprietary rights;
- The Musician has the full authority to enter into this Agreement and grant the rights described herein;
- The use of the Music as permitted under this Agreement will not violate any agreement with a third party.

## **8. Term and Termination**

This Agreement shall remain in effect from the Effective Date through the conclusion of the Exhibition and its related promotional period, not to exceed the duration of the Exhibition or 4 months, unless terminated earlier by either party with written notice.

Upon termination, the Organizer will remove links to the Music from the gallery space. Links will remain searchable on the Greater Augusta Arts Council's website and social media. The Spotify playlist may remain live subject to Spotify's platform policies unless removal is specifically requested by the Musician.

## **9. Compensation**

The Musician acknowledges that participation is voluntary and that no monetary compensation is provided for the use of the Music under this Agreement, unless otherwise agreed to in writing.

The Musician can submit merchandise to be approved by Management and sold on a commission basis in the Augusta & Co. Gallery.

- The recipient will supply a consignment agreement to the musician each time new works is received by the recipient, along with merchandise inventory provided by the artist. The gallery may not raise this price without written permission from the artist, except for the adding of sales tax.
- The musician's retail price, less the recipient's commission of 40%, will be remitted to the musician within thirty (30) days of the date of closing of the exhibition for on-line sales of artworks, the musician's retail price, less the recipient's commission of 30%, will be remitted to the artist within thirty (30) days of the date of closing the sale. The title of those works remains with the musician until the works are sold and the musician is paid in full, at which time the title passes directly to the purchaser. Even after sale, the musician retains all reproduction rights to the merchandise, and it is the responsibility of the gallery to advise all buyers of this fact.
- The recipient will assume full responsibility for the merchandise. It is the responsibility of the recipient to repair or replace any item that is not in the condition in which it was received.
- The recipient will assume full responsibility and be strictly liable for any consigned works lost, stolen, damaged or destroyed while in the recipient's possession.
- The musician may withdraw any or all items consigned on thirty (30) days' notice. The recipient may return to the musician all items without notice.
- The musician shall be responsible for bringing works from his/her place of business or dwelling to the recipient. The recipient shall NOT cover the cost of returning and properly insuring unsold items to the musician. All works must be picked up in person by the musician at the close of the exhibition/appointed time. If items are not picked up at the appointed time, after 60 days the artworks will be considered abandoned and all rights to merchandise will be forfeited to the recipient.
- The consigned works will be held in trust for the benefit of the artist and will not be subject to claim by a creditor of the recipient.
- The musician represents and warrants that the consigned property is the original work of the musician, and that sale of the property does not violate any property right or copyright and does not contain any libelous or unlawful matter.

## **10. Indemnification**

The Musician agrees to indemnify and hold harmless the Organizer from any claims, damages, or expenses arising from a breach of the representations and warranties set forth in this Agreement.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

**12. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral. Any amendments must be made in writing and signed by both parties.

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**Musician (Printed) Name:** \_\_\_\_\_

**Musician Signature:** \_\_\_\_\_

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

**Greater Augusta Arts Council Representative:** \_\_\_\_\_

**GAAC Signature:** \_\_\_\_\_

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