

## QUOTE

### TO CREATE & LICENCE A COPYRIGHT WORK

The Terms as stated overleaf apply to the provision by the Artist of the Work identified in this Quote.

THIS QUOTE IS VALID FOR 3 MONTHS FROM

FROM :

THE ARTIST

ABN

ADDRESS

TO:

THE CLIENT

ABN

ADDRESS

CLIENT'S NOMINEE

TEL/EMAIL

THE WORK QUANTITY  TYPE

DESCRIPTION

PAYMENT TOTAL COST \$

+ GST (10%) \$

TOTAL AMOUNT PAYABLE = \$

SCHEDULE STAGE DATE DUE PAYMENT (Inc GST)

DESIGN  \$

PRODUCTION  \$

DELIVERY  \$

COPYRIGHT LICENCE  REPRODUCE  PUBLISH  
 COMMUNICATE TO THE PUBLIC

Limited to the following purpose:

DURATION  1 YEAR  2 YEARS  5 YEARS  
 OTHER (specify) \_\_\_\_\_

TERRITORY  QUEENSLAND ONLY  AUSTRALIA  
 OTHER (specify) \_\_\_\_\_

ATTRIBUTION The Artist is to be attributed as follows:

SPECIAL CONDITIONS

SIGNED  DATE

SIGNED  DATE

**CARE SHOULD BE TAKEN IN COMPLETING EVERY SECTION OF THIS CONTRACT  
FAILURE TO DO SO MAY RESULT IN THIS CONTRACT BEING UNENFORCEABLE**

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ABN NO :



**TERMS**  
(See accompanying QUOTE)

These Terms apply to the provision by the Artist of the Work identified in the accompanying Quote. The Client shall accept the Quote and these Terms by signing the Quote or instructing the Artist to commence work. From that point, the Quote and these Terms will bind both the Artist and the Client in accordance with the laws of Queensland, Australia.

**Completion and Payment**

1. The Artist must complete the Work as described in the Quote unless delayed by circumstances beyond the Artist's control or due to some act or omission on the part of the Client.
2. The Client must make Payments in the manner set out in the Quote within 7 days of receipt of the Artist's Tax Invoice.
3. Substantial variations to the Work or any additional work, including consequential adjustments to the Payment, shall be strictly as agreed in writing between the Artist and the Client.

**Copyright and Moral Rights**

4. The Artist retains copyright in the Work and grants to the Client a non-exclusive Copyright Licence limited to the purpose/s described in the Quote. No Copyright Licence is granted until the Artist receives the full and final Payment.
5. The Client shall be under no obligation to use the Work and must not sub-licence, assign or otherwise alienate any rights in the Work without the written consent of the Artist.
6. The Artist must be attributed as the creator of the Work in the manner specified in the Quote.

**Warranty and Liability**

7. The Artist warrants that the Work does not infringe any existing copyright, is of merchantable quality and fit for its purpose. The Artist will refrain from incorporating elements derived from Indigenous cultural heritage into the Work except, if the Artist is of Aboriginal and/or Torres Strait Island descent, the Artist will refrain from incorporating elements derived from Indigenous cultural heritage into the Work without the informed consent of the traditional custodians.
8. The Artist's liability for any breach of this contract is excluded to the maximum extent possible. The Artist accepts no liability for any loss, damage, injury or death, regardless of the cause including negligence, arising from use of the work.
9. The Client is responsible to conduct their own trademark and other clearance searches to ensure that any material supplied to the Artist is available for use. The Client must obtain all necessary licences and consents to use any material that it supplies to the Artist. The Client agrees to indemnify the Artist against any claims or proceedings brought against the Artist arising from use of such material.

**Termination and Disputes**

10. Within 7 days of a breach of this contract, the innocent party agrees to give written notice to the party in breach: identifying the breach; setting out a reasonable time for rectification of the breach; and stating the consequences of the failure to rectify the breach.
11. Should the agreement be terminated as a consequence of the breach, the client must make any outstanding Payments including payment on a pro rata basis for any work completed that has not yet been invoiced.
12. The Artist and the Client agree to mediate disputes, in accordance with the rules of the Dispute Resolution Centres of Queensland or any other mutually agreed mediator, prior to having recourse to litigation unless there is a need to seek urgent injunctive relief.

**General**

13. The Artist and the Client acknowledge that the Artist is an independent contractor.
14. The Client, or the Client's Nominee, must provide the Artist with reasonable assistance in the production of the Work.
15. The accompanying Quote and these Terms constitute the entire agreement between the Artist and the Client and any amendment to this agreement must be in writing. Any Special Conditions specified in the Quote form part of these Terms. If there is any inconsistency between these Terms and a Special Condition, the Special Condition prevails.

**THIS IS A TEMPLATE ONLY AND IS NOT INTENDED FOR USE WITHOUT LEGAL ADVICE**