

actually incurred. The Sponsor agrees in such a case to attempt to reschedule the Artist's appearance at a mutually acceptable future date.

**5. Late Payment.** The Sponsor agrees that, in the event it is late in making payment of amounts due to the Artist under Paragraphs 2, 3, or 8, it will pay as additional liquidated damages \_\_\_\_\_ percent in interest on the amounts it is owing to the Artist, said interest to run from the date stipulated for payment in Paragraphs 2, 3, or 8 until such time as payment is made.

**6. Copyrights and Recordings.** Both parties agree that the Artist shall retain all rights, including copyrights, in relation to recordings of any kind made of the appearance or any works shown in the course thereof. The term "recording" as used herein shall include any recording made by electronic transcription, tape recording, wire recording, film, videotape, or other similar or dissimilar method of recording, whether now known or hereinafter developed. No use of any such recording shall be made by the Sponsor without the written consent of the Artist and, if stipulated therein, additional compensation for such use.

**7. Insurance and Loss or Damage.** The Sponsor agrees that it shall provide wall-to-wall insurance for the works listed on the Schedule of Artworks for the values specified therein. The Sponsor agrees that it shall be fully responsible and have strict liability for any loss or damage to the artwork from the time said artwork leaves the Artist's residence or studio until such time as it is returned there.

**8. Packing and Shipping.** The Sponsor agrees that it shall fully bear any costs of packing and shipping necessary to deliver the works specified in Paragraph 7 to the Sponsor and return them to the Artist's residence or studio.

**9. Modification.** This contract contains the full understanding between the parties hereto and may only be modified in a written instrument signed by both parties.

**10. Governing Law.** This contract shall be governed by the laws of the State of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Artist \_\_\_\_\_ The Sponsor \_\_\_\_\_  
Company Name

By \_\_\_\_\_  
Authorized Signatory, Title

**Schedule of Artworks**

	<b>Title</b>	<b>Medium</b>	<b>Size</b>	<b>Value</b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____