



Membership (ARTIST/RIGHTS HOLDER/ESTATE) AGREEMENT

Please send your completed agreement to: membership@cova-daaav.ca or by mail to the address above

Between: COPYRIGHT VISUAL ARTS – CARCC, 2 Daly Avenue, Suite 280, Ottawa, ON, K1N 6E2
referred to as "Copyright Visual Arts (COVA-DAAV)" or "CARCC"

And: ARTIST's Full Legal Name: _____

Artist's Pseudonym (if applicable): _____

Artist's Date of Birth:	dd / mm / yyyy			
Artist's Place of Birth:	City		Country	
Artist's Nationality:				

Which areas of art does the ARTIST create (check all that apply)

- Fine Art** *Ex: painting, sculpture, ceramics* (specify): _____
- Graphic/Illustration Art** **Photographic Art** **Craft**

IMPORTANT: If you are an artist, please fill out **Section A – Artist's Residential Address**.

If you are a **LEGAL REPRESENTATIVE of a deceased artist**, please fill out **Section B – Legal Rep. Information**

SECTION A Artist's Residential Address:						
Street Number		Street			Unit (if applicable)	
City		Province		Country		Postal Code
Phone			E-mail			

SECTION B Legal Representative Information						
Type of Legal Representative (Check one): <input type="checkbox"/> Estate <input type="checkbox"/> Foundation <input type="checkbox"/> Trust						
Name(s) of all Legal Representative(s)				Percentage(s) of Representative(s)		
Your First Name			Your Last Name			
Other Rep. First Name			Other Rep. Last Name			
Other Rep. First Name			Other Rep. Last Name			
Other Rep. First Name			Other Rep. Last Name			
Residential Address of Legal Representative Signing this Agreement						
Street Number		Street			Unit	
City		Province		Country		Postal Code
Phone			E-mail			
COVA-DAAV Administration will be in contact with you for additional estate information forms.						



Hereafter referred to as the "ARTIST/RIGHTS HOLDER/ESTATE"

This Agreement, including the Definitions set out below, relates to the administration of copyrights to Works now owned or controlled by the **ARTIST/RIGHTS HOLDER/ESTATE** during the term of, and beginning on the Effective Date of, this Agreement, including Works added by **ARTIST** to the **COPYRIGHT VISUAL ARTS Image Bank**.

The **ARTIST/RIGHTS HOLDER/ESTATE** grants to **COPYRIGHT VISUAL ARTS** the limited mandate to administer and to grant licenses for Exhibition (Including Professional Services), Reproduction, Telecommunication and Reprography to his-her Works and other selected rights for the purpose of licensing and authorizing their use to the **ARTIST**'s remunerative advantage during the term of this Agreement.

The ARTIST/RIGHTS HOLDER/ESTATE warrants that: 1) each of the Works is original to him/her; 2) he/she owns the copyright in and to each of the Works and that they contain nothing that is in breach of a third party's copyright or other intellectual property right or that is otherwise unlawful; and 3) that he/she has the right and authority to grant the rights to **COPYRIGHT VISUAL ARTS** referred to herein. **The ARTIST/RIGHTS HOLDER/ESTATE** agrees to indemnify and hold **COPYRIGHT VISUAL ARTS** harmless against damages, losses, expenses (including legal expenses) incurred as the result of a breach of the foregoing Warranty.

COPYRIGHT VISUAL ARTS will account for and remit, to the **ARTIST/RIGHTS HOLDER/ESTATE**, all monies received for the licensing of the **ARTIST/RIGHTS HOLDER/ESTATE**'s copyrights, less reasonable administration fees charged by **COPYRIGHT VISUAL ARTS** to Users or licensees, and applicable prescribed deductions made by foreign copyright collectives under reciprocal agreement. Such current fees and deductions are available upon request. This Agreement, including fees and deductions, is subject to the policies and regulations of **COPYRIGHT VISUAL ARTS** as they exist and are changed over time.

The ARTIST/RIGHTS HOLDER/ESTATE agrees to cooperate fully with **COPYRIGHT VISUAL ARTS** in all matters that are reasonably necessary to fulfil the terms of the Agreement. By adding Works to the **Copyright Visual Arts Image Bank**, **ARTIST/RIGHTS HOLDER/ESTATE** expressly and irrevocably authorizes **Copyright Visual Arts** to share, at its sole discretion, such images with CISAC's AIR automatic image recognition project in order to ensure the protection of images on the Internet, including the prevention of illegal use on the Internet. CISAC is an international association of copyright collecting societies. AIR is a global image identification system whose function is to prevent illegal copies of images on the Internet. For certainty, **Copyright Visual Arts** is not obligated to so share such images with CISAC.

This Agreement is valid for one (1) year from the Effective Date and is automatically renewed in one-year terms unless one party gives written notice to the other 30 days prior to the end of any term. This Agreement contains the entire understanding of the **ARTIST/RIGHTS HOLDER/ESTATE** and **COPYRIGHT VISUAL ARTS** with reference to the Works and supersedes any earlier agreement between the parties.

In the event of winding up, bankruptcy, or dissolution of **COPYRIGHT VISUAL ARTS**, the rights granted in this Agreement shall revert to the **ARTIST/RIGHTS HOLDER/ESTATE** 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.

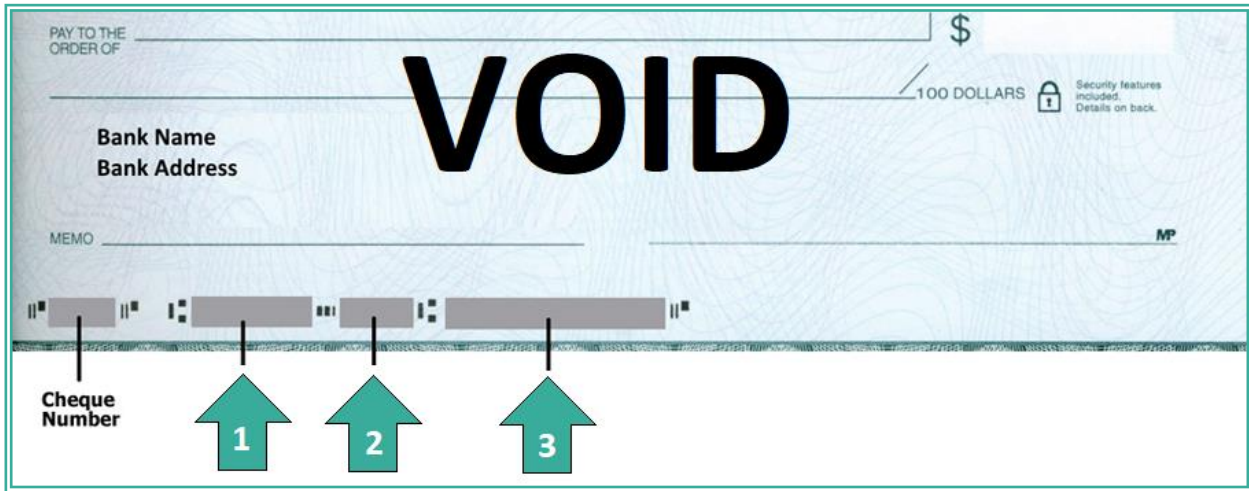
This Agreement is for the benefit of and is binding on the heirs, executors, personal representatives, assigns, or other successors of the **ARTIST/RIGHTS HOLDER/ESTATE** and **COPYRIGHT VISUAL ARTS**. Regardless of its place of physical or digital execution or performance, the provisions of this Agreement shall in all respects be construed according to, and the rights and liabilities of the parties hereto shall in all respects be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereto attorn to the jurisdiction of the courts of Ontario located in the City of Ottawa.



Please note, that you are NOT a FULLY REGISTERED ARTIST MEMBER of COVA-DAAV until this document is signed by both parties and COVA-DAAV – CARCC has a record of your SIN Number (to issue you royalties and a T5 for tax purposes) and your banking information because we do Direct Deposit ONLY. If you represent the estate of a deceased artist, we will also require the appropriate legal documentation. Please contact our office for a full list of requirements.

Social Insurance Number of individual signing the document: _____

Banking information



1. Transit (Branch) Number (5 digits)	2. Institution Number (3 digits)	3. Account Number

We invite you to email or mail (to the above address) this completed form to us. **We recommend that you include a copy of a void cheque as well.**

CONSENT & ACKNOWLEDGEMENT: By typing or writing your name below, you confirm your acceptance of this Agreement and that you agree to be legal bound by its terms and conditions.

I, _____ agree to the terms and conditions of this Agreement.

Date signed: _____

COVA-DAAV – CARCC Office Use Only

Agreed to, acknowledged, and effective this date: _____

Marcia Lea, Executive Director, COPYRIGHT VISUAL ARTS - CARCC



Definitions:

COPYRIGHT VISUAL ARTS is one of the business appellations of CARCC - Canadian Artists Representation Copyright Collective Inc.

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

Member means an Artist or Rights Holder or Estate who grants Copyright Visual Arts a mandate for the management of all his/her copyrights as well as her/his professional services related to projects concerning his-her Works.

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

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. Copyright Visual Arts includes the following two other rights under the category of Reproductions: **Reprography Right** and **Communication by Telecommunication Right**.

Reprography 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.

Communication by 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.

Advertising: reproductions made of the Work for commercial/advertising purposes; that is, when the work is reproduced in conjunction with a product or institution, rather than promoting the Work or the Artist.

Professional Services means jury, writing, preparation and/or installation services provided by Artist for a fee.