

## CONTRACT FOR ART PUBLISHED WITH NON SEQUITUR PUBLISHING

*Firstly, a few important definitions...*

- I. *“Publisher” refers to Non Sequitur Publishing.*
- II. *“Artist” refers to an artist, of any medium, entering into a partnership with Non Sequitur Publishing, in accordance with the terms set out below.*
- III. *The “Work” refers to the actual artwork that the Publisher and Artist are working together to create and promote, whichever medium it is*
- IV. *“Expenditure” – there are two forms of this.*
  - a) *Financial expenditure (Clauses 2, 6, and 15). This refers to any money that has been exchanged in return for any aspect of the production, dissemination or promotion of the Work, which includes, but is not limited to, the physical production of the Work, venue hire costs, photocopying/printing costs, public transport costs, and purchasing licences, permits, domain names or associated online accounts.*
  - b) *Time/labour expenditure (Clauses 3, 7, 9, 13, 14, 15 and 16). This is divided into two sections,*
    - i) *Allocated timeframes and deadlines for both the Publisher and the Artist (Appendix 1), and*
    - ii) *Timesheets for both the Publisher and the Artist to fill in on an ongoing basis (weekly) (Appendix 1).*
- V. *“Advertising” refers to any online or offline, paid or unpaid, document (s), word(s) or image(s) intended to enlarge the audience of the Work*

1. The term of this contract is two (2) years.
2. The financial arrangement is simple – the cost of any printing, promo etc will be shared by the Artist and Publisher, at the same ratio as the profits. In other words, for example, if the Artist covers 50 percent of the budget (Publisher pays the other 50 percent), he/she/they get 50 percent of profits. Similarly, 70/30, 80/20, 90/10. This amount is

completely negotiable, but the primary benefit for the Artist is the more they contribute, the higher their royalties.

3. The nature of working with the Publisher, along with all aspects of this contract, is that of a COLLABORATIVE PARTNERSHIP. Effects of this are a) Neither the Artist or the Publisher are primarily responsible for the outcomes, positive or negative, of this relationship b) The relationship between the Artist and Publisher is a GROUP EFFORT, especially in terms of distribution, promotion, costs, and logistics. Who can do what for who will be negotiated before signing, and any information deemed important to the working relationship between the Artist and the Publisher (for instance, known sponsorship contacts, distribution points or assigned duties) will be added as appendixes.
4. Non Sequitur Publishing is loudly and proudly environmentally friendly – all works will be printed with the maximum percentage of recycled material (preferably 100 percent). Non Sequitur Publishing's published works are ENTIRELY plastic-free, regardless of medium (if your medium is plastic, or utilises plastic in any way, then you have to use your imagination (unless it is pre-existing plastic)).
5. Non Sequitur Publishing's image and branding, while proudly independent and artistically niche market, is outwardly professional, accessible and post-DIY, and artists must appreciate and adhere to this ethos, including all promotional material, on and offline "presence", and behaviour at launch events.
6. All financial decisions that affect both parties (eg reprints, promotional material costs, multimedia costs) must be approved in writing by both parties BEFORE spending the money, otherwise costs will be covered only by the party that actually spends the money. When the financial outlay is likely to be substantial (let's just say over \$100), written

estimates and quotes from various sources should be presented, assuring that it adheres to the environmental ethos of Clause 4.

7. Distribution – as stated in clause (3), the relationship between the Artist and the Publisher is that of a COLLABORATIVE PARTNERSHIP/GROUP EFFORT. Consequently, the Artist and Publisher will pool contacts and opportunities for distribution options, for instance contacts or friends in book shops and festivals in Melbourne and other cities. Distribution is the hardest aspect for an independent publisher, however, the internet and the opportunities it represents can make things much easier, for instance ebooks and online distribution (see clauses (14) and (17)).
8. Storage of printed works – when a run of multiple copies is printed, where these will be stored will be agreed upon, and added as an appendix, before signing.
9. Launches – These will be organised on a case by case basis, but, generally, once a venue is selected, the Publisher and the Artist will agree upon allocated duties, including venue booking, media releases (production and distribution of), promotions (eg interviews) and sponsorship. These duties will be agreed upon, delegated, and recorded under the title of Time/Labour Expenditure (see Appendix 1).
10. Artistic control – while the Publisher endeavours to let the Artist retain 100 percent artistic control over the content, the Artist must realise that the Publisher is also acting as a manager, in that the Publisher is attempting to present the Artist's work in the best possible light. This will probably mostly/solely manifest in cover artwork and promotional material, which will most likely be agreed upon by

consensus between the Publisher and the Artist after multiple options are explored.

11. Copyright/intellectual property – this is owned and managed dually by the Artist and the Publisher during the entire duration of the contract. During this period, the Publisher will not interfere with the work artistically in any way without the written permission of the Artist (for instance, rewrites or edits to written works, or any additions or omissions to any other artistic Work). At the end of the duration of this contract, all copyright and intellectual property rights associated with the Work will revert back to solely to the Artist in all territories and (as far as Non Sequitur Publishing is concerned), in perpetuity. If the Artist wishes to sign with another company during this period, the Artist must inform the Publisher to initiate negotiations. An impartial third party will be introduced if needed, but this should not be necessary if communication and transparency, from the Artist to the Publisher and vice-versa, is established from the beginning.
12. All possible cross-promotional opportunities will be discussed with the Publisher and the Artist together in advance, and if opportunities exist, they will be included in this contract as an appendix (this is flexible though, depending on the individual opportunity).
13. Interview opportunities – as stated in clause (3), this is a COLLABORATIVE PARTNERSHIP/GROUP EFFORT. Therefore, akin to distribution (see clause (7)), this will involve pooling the resources of both the Publisher and the Artist, for instance contacts in PBS, RRR, 3CR, Melbourne Writer’s Festival, Emerging Writer’s Festival, and various art and music festivals across Melbourne and beyond.
14. Multi-platform/multi-medium opportunities – the Publisher welcomes all forms of mixed-medium artistic opportunities, for instance books

with interactive media components utilising mobile phone technology, Choose-your-own-adventure-style artworks, or any other multi-platform or audience-participation artistic experiment. If the Artist's work is more of a conventional nature, then electronic versions can be made of it (eg Kindle versions of books, Bandcamp/Soundcloud-available MP3s of music) as part of a GROUP EFFORT under both the Artist's and the Publisher's name.

15. Book keeping – who will be responsible for this will be agreed upon before signing (for instance, the Artist may be more qualified for the job, or vice-versa), but all records will be strictly transparent for both the Artist and the Publisher, and will be kept in a shared file in Dropbox and/or hard copies. All sales by the Artist should be made known to the Publisher, as copies will be accounted for prior to reprints (not totally strict, but remember it's best for both parties to keep track of all copies, hence the 50 / 50 arrangement).
16. Promotional copies of works – promotional copies will be allocated for works, the numbers of which will be based on “exposure opportunities” basis (eg giving copies to your mates won't help exposure, but giving them to specific show radio announcers in community radio might (unless your mates are actively helping with promotion, eg dropping flyers, doing poster runs and the like)).
17. Online opportunities / online presence – all titles will be available on [www.nonsequiturpublishing.com](http://www.nonsequiturpublishing.com), as well as the Publisher's Facebook page, Instagram, WhatsApp, WeChat etc. All artwork images will be watermarked. There will be links to external sites for all artists. Having said this, as stated in clause (3), this is a COLLABORATIVE PARTNERSHIP, and, thus, the Artist is expected to contribute to an online presence, which will be allocated and recorded as Time/Labour Expenditure (see Appendix 1).

18. Merchandising – for a five (5) year period from the date of the signing of this contract, signalling the beginning of the relationship between the Publisher and the Artist, merchandise, including, but not limited to, posters, T-shirts, badges, stickers, mugs, hats etc, must have Non Sequitur Publishing’s (readable) logo on it whenever the merchandise is promoting a work which has been published by Non Sequitur Publishing. Exceptions would be when the merchandise is too small for the logo, in which case the website, [www.nonsequiturliterary.com](http://www.nonsequiturliterary.com), should be somewhere on it, for instance on the outer rim of a badge.
19. While Non Sequitur Publishing advocates an environment of healthy artistic collaboration and negotiation, the Publisher’s decision is final.
20. Termination of contract – if either the Artist or the Publisher believes the other is not fulfilling their duties or tasks as stated in this contract, an impartial third party will be introduced to see if the problem can be solved, or, if not, how the contract will be terminated and any remaining Work will be disseminated. The “impartial third party” can be from many places, for instance there are many avenues of free legal advice, in the arts industry and outside. This third party will be approved by both Artist and Publisher to assure impartiality.
21. EXPERIMENT, be OPEN TO NEW IDEAS, and, most importantly, HAVE FUN. If you’re not having fun, it’s not worth doing!

Date \_\_\_\_\_

Artist Name \_\_\_\_\_

Artist Signature \_\_\_\_\_

Publisher name \_\_\_\_\_

Publisher Signature \_\_\_\_\_

**Appendixes -**

**1.**

**A) Task Allocation and timeframes/deadlines**

<b><u>PUBLISHER</u></b>		<b><u>ARTIST</u></b>	
<b><u>TASK</u></b>	<b><u>Deadline date OR time to be spent on Task per week</u></b>	<b><u>TASK</u></b>	<b><u>Deadline date OR time to be spent on Task per week</u></b>

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