**CONTRACTING CONSIDERATIONS – Creative Custom Hoardings**

You should engage a lawyer to draft an Agreement. The points below are things that might be considered in that Agreement.

* Key dates-what are the terms of the Agreement (Contract) - when does it commence, and if relevant, finish?
* The artist is creating the Artwork. What does that include? For instance one or more of the following may apply-design concept, manufacture /make /fabrication / installation.
* When must work be completed?
* Payment— what is the total (inclusive or exclusive of GST). How and when will that be paid (e.g. monthly, at key milestones, at completion) should be set out in a schedule of payments attached to the Agreement. If relevant, what are your organisations conditions in relation to making payments (e.g. on the 20th of the month on supply of invoice, purchase order numbers)?
* What is the artist responsible for? For instance, supplying all materials, equipment, construction, managing sub-contractors, installation and so on.
* Set out quality priorities. Sometimes artworks are commissioned to engage community in creating work and the expectation of high quality finishes are not so high.
* Artists should warrant that the work is original and infringes no other persons copyright or supply arrangements that enable other artists work to be used. (Note, you should be clear about wanting unique artwork, or otherwise).
* Who will provide interpretation if necessary?
* What conditions will there be in place for you to accept the artwork (consider inspections if reasonable)?
* Who will own the work?
* Will you retain copyright as the commissioning organisation/person? Copyright does not prevent the artist from creating work using their usual motifs or patterns, methods or narratives but should prevent replica work being produced elsewhere.
* How will either party terminate the agreement?
* How will you manage disagreements?