

Contract for the Sale of an Artwork

AGREEMENT made as of the _____ day of _____, 20_____, between _____ (hereinafter referred to as the Artist), located at _____, and _____ (hereinafter referred to as the Collector), located at _____, with respect to the sale of an artwork (hereinafter referred to as the Work).

WHEREAS, the Artist has created the Work and has full right, title, and interest therein; and
WHEREAS, the Artist wishes to sell the Work; and
WHEREAS, the Collector has viewed the Work and wishes to purchase it;
NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations, covenants, and conditions hereinafter set forth, and other valuable considerations, the parties hereto agree as follows:

1. Description of Work. The Artist describes the Work as follows:

Title: _____
Medium: _____
Size: _____
Framing or Mounting: _____
Year of Creation: _____
Signed by Artist: Yes No

2. Sale. The Artist hereby agrees to sell the Work to the Collector. Title shall pass to the Collector at such time as full payment is received by the Artist pursuant to Paragraph 4 hereof.

3. Price. The Collector agrees to purchase the Work for the agreed upon price of \$_____, and shall also pay applicable Pennsylvania (6%) plus Allegheny County (1%) (7% total) sales taxes.

4. Payment. Payment shall be made in full upon the signing of this Agreement.

5. Delivery. The Artist Collector shall arrange for delivery to the following location: _____ 20 _____ within the given timeframe of the shipping company. **Free shipping and insurance to U.S. 48 contiguous states.** International shipping and insurance quotes obtained by calling the studio.

6. Risk of Loss and Insurance. The risk of loss or damage to the Work and the provision of any insurance to cover such loss or damage shall be the responsibility of the Collector from the time of shipment.

7. Copyright and Reproduction. The Artist reserves all reproduction rights, including the right to claim statutory copyright, in the Work. The Work may not be photographed, sketched, painted, or reproduced in any manner whatsoever without the express, written consent of the Artist. All approved reproductions shall bear the following copyright notice: by (Artists name)(Year____).

8. As pursuant to the terms of purchasing outlined on the Artist's website, the Collector shall have 7 days to request a return by phone *and* email to the Artist's studio within that 7 day period from time of delivery to schedule the return. The painting must be returned immediately through the same delivery carrier as delivered, must be packaged in the same materials as delivered, and the painting must be in the exact condition as delivered. Upon return receipt of the painting to the Artist studio, and upon inspection of the painting, and if the artwork is found to be in the exact condition as sent to the Collector, a refund will be processed for the cost of the painting only (less return shipping and insurance costs) through the same payment method used by the Collector. The Collector is responsible for any and all return shipping costs and adequate insurance in the amount of the selling price of the painting. Return insurance must be purchased. Purchaser is responsible for any damage to a returned piece of artwork, unless determined that the carrier is at fault for damages.

9. Miscellany. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement 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 _____ Collector _____