**Sales Contract Agreement**

**of Original Transfer of Work of Art**

Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein after referred to as “the Artist”), located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein after referred to as “the Collector”), located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with respect to the sale of an artwork (herein after referred to as “the Work”).

WHEREAS, the Artist has created the Work and has full rights, 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 condition 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 the Work.** The Artist describes the Work as follows:

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Medium: \_\_\_\_\_\_\_\_\_\_\_\_ Size: \_\_\_\_\_\_\_\_\_\_\_

Year Created: \_\_\_\_\_\_\_ Framing or mounting: \_\_\_\_\_\_\_\_\_ 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 any applicable sales or transfer taxes.

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

**5. Retransfer.** If the Collector in any way whatsoever sells, gives, or trades the Work, if it is inherited from the Collector, or if a third party pays compensation for its destruction, the Collector (or the representative of his estate) must notify the artist within thirty (30) days.

**6. Transferees Bound.** If anyone becomes the new owner of the Work, with notice of this contract, that person shall be bound to all its terms.

**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 reproduced in any manner without the express, written consent of the Artist.

**8. Miscellany.** 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 the 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 set forth above.

COLLECTOR'S SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

ARTIST'S SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_