

Contract for the Sale of an Artwork

AGREEMENT made as of the _____ day of _____, 19____, between _____
 (hereinafter referred to as the "Illustrator"), 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 Illustrator has created the Work and has full right, title, and interest therein; and
 WHEREAS, the Illustrator 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 condi-
 tions hereinafter set forth, and other valuable considerations, the parties hereto agree as follows:

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

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

If the Work is part of a limited edition, indicate the method of production _____; the size of the
 edition _____; how many multiples are signed _____; how many are unsigned _____; how many are
 numbered _____; how many are unnumbered _____; how many proofs exist _____; the quantity of any prior
 editions _____; and whether the master image has been cancelled or destroyed yes no.

- 2. Sale.** The Illustrator 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 Illustrator 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 this Agreement.
- 5. Delivery.** The Illustrator Collector shall arrange for delivery to the following location: _____
 _____ no later than _____, 19____. The expenses of delivery
 (including, but not limited to, insurance and transportation) shall be paid by _____.
- 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 _____
- 7. Copyright and Reproduction.** The Illustrator reserves all reproduction rights, including the right to claim statu-
 tory 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 Illustrator. All approved reproductions shall bear the
 following copyright notice: © by (Illustrator's name) 19____.
- 8. Miscellany.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and per-
 sonal 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 provi-
 sions 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.

Illustrator _____ Collector _____