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Contract for the Sale of an Artwork

DISCLAIMER: This sample contract is written as a checklist and guide only. You should in no way use this contract in its current state as a binding agreement between you and any individual, corporation, gallery, or venue. When entering into an agreement with any institution for short- or long-term work, a lawyer or attorney skilled in legal practices pertaining to the arts should review any contracts before signing. You can use this contract as a starting point for drafting an agreement for a commission, but do not rely on this contract in its present form and do not sign it until you have had legal counsel look at it and suggest alterations or changes.

AGREEMENT made as of the _____ day of _____, 20____, between _____ (hereinafter referred to as the "Artist"), located at _____, and _____ (hereinafter referred to as the "Purchaser"), 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 Purchaser has viewed the Work and wishes to purchase the Work; 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:

Work Title: _____
Date of Creation: _____
Signature location: _____
Medium: _____ Size: _____
Framing specifications: _____
Edition: _____

If the work is an edition, there are laws that require you to include the following information:

Method of production (lithograph, silk-screen, digital print):

Size of the edition (how many prints did you make): _____
How many multiples are signed: _____
How many are unsigned: _____
How many are unnumbered: _____
How many proofs exist: _____
The quality of any prior editions: _____
Whether the master image has been canceled or destroyed:

Sale

The Artist hereby agrees to sell the Work to the Purchaser. Title shall pass to the Purchaser at such time as the Artist receives full payment.

Signatures:

Signed by _____ (Artist) On _____ (date)

and _____ (Purchaser) On _____ (date)

Date of sale: _____
 Artist's name: _____
 Artist's address: _____
 Artist's phone number and email: _____

Purchaser's name: _____
 Purchaser's address: _____
 Purchaser's phone number and email: _____
 Description of the Work: _____

This Invoice is for the following Artwork created by the Artist and sold to the Purchaser (include the following information):

Artwork information

Title: _____ Size: _____
 Inventory Number: _____
 Year of Creation: _____ Framing or Mounting information: _____
 Medium: _____ Location of Signature: _____
 Work Dated: _____ Letter of Authenticity: Y N

Editions

Method of production (lithograph, silk-screen, digital print): _____
 Size of the edition (how many prints did you make): _____
 How many multiples are signed: _____
 How many are unsigned: _____
 How many are unnumbered: _____
 How many proofs exist: _____
 The quality of any prior editions: _____
 Whether the master image has been canceled or destroyed: _____

Pricing

Price of the artwork sold: _____ Sales or transfer tax (if applicable): _____
 Delivery charges: _____ Other charges: _____
 Total: _____

Payment agreement

Information regarding payments (details on payment schedule): _____
 Date of final payment: _____

Signatures

Signed by _____ (Artist) On _____ (date)

and _____ (Purchaser) On _____ (date)