

CONTRACT FOR SALE

This Sale of Fine Art Agreement is entered into as of _____,
between _____
(hereinafter referred to as the "Photographer"), 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 Photographer has created the Work and has full right, title, and interest therein; and

Whereas, the Photographer 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 Photographer describes the Work as follows:

Title: _____

Medium: _____

Size: _____

Framing or Mounting: _____

Signed by Photographer or Not Signed by Photographer

The Photographer _____ that this work is unique (one of a kind).

If the Work is part of a limited edition, specify it and include: 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.

2. Sale. The Photographer 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 Photographer 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.

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5. Delivery. The Photographer or Collector shall arrange for delivery to the following location:

_____ no later than _____. 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 Collector Insurance Responsibility Start Date.

7. Copyright and Reproduction. The Photographer 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 Photographer. All approved reproductions shall bear the following copyright notice: "(c) by _____."

8. 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 State of Governing Law.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.