

Artist-Buyer Art Sales Agreement

Purpose: To provide a written record of an agreement between an artist and a buyer for the terms of the sale of an original work of art.

Use: This form can be used to document the sale of a work of art by an artist directly to a buyer. Art is classified as a “good” under the Uniform Commercial Code so that Code, or the version adopted by the state, will govern the sale unless particular terms are agreed to in writing up front.

NOTE: You are advised to consult an attorney experienced in sales transactions under the provisions of the Uniform Commercial Code if the sale involves a valuable work of art, unusual terms and conditions of sale, or if you need to change any terms other than those listed below.

This Adobe Acrobat form is fillable. That means it can be completed on the computer and then printed. The form allows the user to customize the following information:

- Name of the artist
- Name of the buyer
- A detailed description of the work of art being sold
- The purchase price and gross receipts tax rate
- The acceptable methods of payment
- The method of delivery of the art to the buyer

ARTIST-BUYER ART SALES AGREEMENT

THIS AGREEMENT for the sale of a certain original work of art is made this _____ day of _____, _____, between _____ (the "Artist") of _____, and _____ (the "Buyer") located at _____.

WHEREAS the Artist creates original works of art, possesses all legal rights in those works, and from time to time desires to sell those works, and

WHEREAS the Buyer desires to purchase an original work from the Artist;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration, the Artist and the Buyer agree as follows:

1. **Description.** The Artist agrees to sell and the Buyer agrees to buy the work of art described as follows (the "Work"):

2. **Warranty by the Artist.** The Artist warrants that the Work described above is an original creation of the Artist and that the Artist possesses all legal rights in the work.

3. **Sale price.** The Buyer agrees to purchase the Work for the sum of \$_____, plus sales tax of _____%, for a total of \$_____. Payment will be accepted in cash or by the following other methods:

Money Order	Credit Card	Personal Check	Business Check
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4. **Delivery.** The Artist agrees to immediate delivery of the Work upon payment in full unless payment is made by personal or business check in which case delivery will occur when the check has cleared as confirmed by the Buyer's financial institution. Delivery will be made as follows:

5. **Risk of loss.** The risk of loss shall pass to the Buyer upon the Buyer's receipt of the Work directly from the Artist, or if the Work is to be shipped, upon tender of delivery by the carrier so as to enable the Buyer to take delivery. Otherwise, risk of loss is governed by applicable sections of the UCC or state law.

6. **Rights.** The Artist reserves all rights in the work invested by United States and international copyright law. No reproductions or derivative works may be made of the Work without the prior express written consent of the Artist.

7. **Miscellaneous provisions:**

- a. This Agreement represents the entire agreement between the parties and is binding on the parties, their heirs, successors and assigns.
- b. If any part of the Agreement is held to be illegal or unenforceable, such holding will not affect the validity of the balance of the Agreement.
- c. This Agreement is not assignable by the Artist or the Buyer.
- d. Only written modifications signed by both parties shall be valid.
- e. This Agreement shall be covered by the laws of the State of New Mexico.

ARTIST

BUYER

By: _____

Its: _____