

Gallery-Buyer Art Sales Agreement

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

Use: This form can be used to document the sale of a work of a consigned work of art by a gallery to a buyer. Art is classified as a “good” under the Uniform Commercial Code, and an art gallery would be classified a “merchant” under the 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.

NOTE: This form warrants to the buyer that the work being sold is an original creation of the artist. The gallery should use a consignment agreement in which the artist makes such a warranty to the gallery.

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

GALLERY-BUYER ART SALES AGREEMENT

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

WHEREAS the Gallery is in the business of exhibiting original works of art on consignment from artists for the purpose of promoting the artist and selling the art;

WHEREAS the Buyer desires to purchase an original work of art from the Gallery;

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

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

The Work is an original creation of the artist named below (the "Artist"):

2. **Warranty by the Gallery.** The Gallery warrants that the Work described above is an original creation of the Artist named, on consignment to the Gallery, 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

4. **Delivery.** The Gallery 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 Gallery, 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 Gallery 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.

GALLERY

BUYER

By: _____

Its: _____