



Contract for the Sale of an Artwork with Moral Rights and Resale Royalty Rights

AGREEMENT made as of the ____ day of _____, 20____, between Art Euphoria LLC (hereinafter referred to as "Art Euphoria"), located at Belle Mead New Jersey, and _____ (hereinafter referred to as the "Collector"), located at _____, with respect to the sale of an artwork (hereinafter referred to as the "Work").

WHEREAS, Art Euphoria has created the Work and has full right, title, and interest therein; and
WHEREAS, Art Euphoria wishes to sell the Work; and
WHEREAS, the Collector has viewed the Work and wishes to purchase it; and
WHEREAS, Art Euphoria wishes to have a continuing relationship with the Work after its sale, including the right to borrow the Work periodically for exhibition, restore the Work if necessary, receive a residual payment if the Work is resold at a profit, and be acknowledged as the creator of the Work; and
WHEREAS, both parties wish to maintain the integrity of the Work and prevent its destruction;
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. Art Euphoria describes the Work as follows:

Title: _____

Medium: _____

Size: _____

Year of Creation: _____

Signed by Artist: Yes No

Framing or Mounting: _____

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. Art Euphoria hereby agrees to sell the Work to the Collector. Title shall pass to the Collector at such time as full payment is received by Art Euphoria 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. Art Euphoria Collector shall arrange for delivery to the following location: _____ no later than _____, 20____. The expenses of delivery (including, but not limited to, insurance and transportation) shall be paid by _____.

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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. Art Euphoria 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 Art Euphoria. All approved reproductions shall bear the following copyright notice: © by Nancy Herrington (Year_____).

8. Nondestruction. The Collector shall not destroy the Work or permit the Work to be destroyed without first offering to return ownership of the Work to Art Euphoria or his or her successors in interest.

9. Integrity. The Collector shall not distort, mutilate, or otherwise alter the Work. In the event such distortion, mutilation, or other alteration occurs, whether by action of the Collector or otherwise, Art Euphoria shall, in addition to any other rights and remedies, have the right to have the artist Nancy Herrington's name removed from the Work and no longer have it attributed to her as its creator.

10. Attribution. Art Euphoria shall, at all times, have the right to have the artist Nancy Herrington's name appear with the Work and to be acknowledged as its creator.

11. Right to Exhibit. Art Euphoria may borrow the Work for up to 100 days once every 5 years for exhibition at a nonprofit institution. Art Euphoria shall give the Collector written notice no later than 60 days before the opening and shall provide satisfactory proof of insurance and prepaid transportation. All expenses of the loan to Art Euphoria shall be paid for by Art Euphoria.

12. Restoration. In the event of damage to the Work requiring restoration or repair, the Collector shall, if practicable, offer Art Euphoria the first opportunity to restore or repair the Work and, in any case, shall consult with Art Euphoria with respect to the restoration or repairs.

13. Resale Proceeds. On resale or other transfer of the Work for a price or value in excess of that paid in Paragraph 3, the Collector agrees to pay Art Euphoria 20 percent of the gross sale price received or, if the Work is transferred other than by sale, to pay 20 percent of the fair market value of the Work as of the date of transfer.

14. 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 New Jersey.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Art Euphoria representative _____

Collector _____

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Please sign and fax this document to us at xxx-xx-xxxx.