

AGREEMENT of ORIGINAL TRANSFER of ARTWORK

Artist: XYZ
Address: P. O. Box 111
_____ Street, _____ city.
Phone: _____

Purchaser: _____
Address: _____
Phone: _____

1. **Sale:** Artist hereby sells the **Work** to **Purchaser** at the agreed value of \$ _____
2. **Notice of Exhibition:** Before committing the **Work** to a show, **Purchaser** must give **Artist** notice of interest to do so, telling the **Artist** all the details of the show that **Purchaser** then knows.
3. **Provenance:** Upon request, **Artist** will furnish **Purchaser** and his successors a written history and provenance of the **Work**, based on the **Artist's** best information as to shows.
4. **Artist Exhibition:** **Artist** may show the **Work** for up to 60 days once every five years at a non-profit institution at no expense to the **Purchaser**, upon written notice no later than 120 days before opening and upon satisfactory proof of insurance and prepaid transportation.
5. **Non-Destruction:** **Purchaser** will not permit any intentional destruction, damage or modification of the **work**.
6. **Restoration:** If the **Work** is damaged, **Purchaser** will consult **Artist** before any restoration and must give **Artist** first opportunity to restore it, if practicable.
7. **Rents:** If the **Work** is rented, **Purchaser** must pay **Artist** 50 percent of the rent within 30 days of receipt.
8. **Reproduction:** **Artist** reserves all copyrights and rights to reproduce the **Work**.
9. **Notice:** A **notice**, in the form below, must be permanently affixed to the **Work**, warning that ownership, etc., are subject to this **contract**. If, however, a document represents the **Work** or is part of the **Work**, the **Notice** must instead be a permanent part of that document.

NOTICE:

Ownership, transfer, exhibition and reproduction of this **Work of Art** are subject to a certain **Contract** dated _____ between:

Artist: XYZ
Address:
P.O. Box _____

and

Purchaser: _____
Address: _____

Phone: _____

Phone: _____

- **Expiration:** This **contract** binds the parties, their heirs and all their successors in interest, and all **Purchaser's** obligations are attached to the **Work** and go with ownership of the **Work**, all for the life of the **Artist** and **Artist's surviving spouse** plus 21 years, except the obligation of Paragraphs 2, 3, and 4 shall last only for **Artist's lifetime**.
- **Attorney's Fees:** In any proceeding to enforce any part of this **contract**, the prevailing party shall be entitled to reasonable attorney's fees in addition to any available remedy.

Date: _____

Artist: _____

Purchaser: _____