

ARTIST'S AGREEMENT OF PURCHASE
AGREEMENT OF ORIGINAL TRANSFER OF ARTWORK OR LTD ED PRINTS

This AGREEMENT, made as of the [] day of [] between

ARTIST René Campbell **ADDRESS** []

AND

PURCHASER [] **ADDRESS** []

WHEREAS the Artist has created a certain work of art for purchase (hereinafter, "the Work");

1. DESCRIPTION OF ARTWORK

TITLE [] **#** [] **DIMENSIONS** []

MEDIUM(S) []

DATE/PLACE OF COMPLETION [] **TIME TAKEN** []

FRAMING [] **ARTIST'S SIGNATURE** [] **PRINTS/MERCHANDISE** []

Artwork Image Here

2. PRICE & PAYMENT DETAILS

The PURCHASER agrees to purchase the Work for: [REDACTED] via [REDACTED]

On signing this AGREEMENT, payment will be made: [REDACTED]

Artist's Bank Account Details

ACCOUNT NAME [REDACTED] BANK NAME [REDACTED]

ACCOUNT NUMBER [REDACTED] BSB CODE [REDACTED]

3. DELIVERY DETAILS

The [REDACTED] will deliver the Work to the following address: [REDACTED]

By no later than: [REDACTED] of [REDACTED] (unless outside circumstances cause delay)

The [REDACTED] will pay for the postage, handling and delivery expenses of the Work to the Purchaser

The Work is [REDACTED] and the [REDACTED] will be responsible for framing and associated costs

The [REDACTED] will provide postage details, tracking number, and signature of delivery to Purchaser

4. DAMAGE, THEFT, LOSS & INSURANCE

The [REDACTED] will insure the Work for damage, theft or loss from the time of [REDACTED]

A refund of [REDACTED] Will be made back to Purchaser if Work is damaged and Purchaser wants to retain Ownership, OR if Work was stolen, lost or perished in transit

A refund of [REDACTED] Will be made back to Purchaser if they are highly unsatisfied with the quality of the work and DO NOT want to retain Ownership

THE ARTIST CLAIMS NO RESPONSIBILITY FOR DAMAGES, LOSS, OR THEFT CAUSED DURING POSTAGE TRANSIT.

PLEASE READ AND ACCEPT THE TERMS & CONDITIONS BEFORE SIGNING AND DATING THE FINAL AGREEMENT

5. TERMS & CONDITIONS

WHEREAS the parties want the Artist to have certain rights in the future economics and integrity of the Work. The parties mutually agree as follows:

1. **SALE:** Artist hereby sells or transfers the Work to Purchaser at the agreed value written above in **Section 2.**
2. **PAYMENT:** Full payments must be made in the signing of the Agreement. In the event that payment is made in installments, ownership of the Work will only pass from the Artist to Purchaser on receipt of payment in full. The Work will not be sent to Purchaser until the agreed payment amount has been received. Payment method is determined as written above in **Section 2.**
3. **RETRANSFER:** If the Purchaser in any way sells, gives or trades the Work, if it is inherited from the Purchaser, or if a third party pays compensation for its destruction, the Purchaser (or the representative of his/her estate) must notify the Artist within thirty (30) days.
4. **TRANSFEREES BOUND:** If anyone becomes the new owner of the Work, with notice of this contract, that person shall be bound to all its terms.
5. **COPYRIGHT & REPRODUCTION:** Artist retains full copyright and reproduction rights of the artwork unless otherwise stated. Artist also retains full copyright for any preliminary designs and incidental works made in the creation of the artwork. The artwork may not be reproduced, sold or used for any profitable purpose without the expressed written permission by the Artist.
6. **NOTICE OF EXHIBITION:** Before committing the Work to a show, Purchaser must give Artist notice of intent to do so, telling the Artist all the details of the show that Purchaser then knows.
7. **NON-DESTRUCTION:** Purchaser will not permit any intentional destruction, damage or modification to the Work.
8. **RESTORATION:** If the Work is damaged, Purchaser will agree to consult Artist before any restoration and must give the Artist the first opportunity to restore it, if practical.
9. **AUTHENTICITY & PROVENANCE:** Upon request, Artist will furnish Purchaser and their successors a written history and provenance of the Work, based upon the Artist's best information as to shows. A Certificate of Authenticity (signed and dated by the Artist) is provided with each original artwork or limited edition print.
10. **ARTIST'S ACCESS:** Artist may have access to photograph the Work at no expense to Purchaser and upon reasonable notice to Purchaser.
11. **NOTICE:** A Notice, in the form below, must be permanently affixed to the Work, warning that ownership etc., is 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.
12. **EXPIRATION:** This contract binds the parties, their heirs, 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 twenty-one (21) years, unless otherwise stated.
13. **MORAL RIGHT:** The Purchaser will not permit any use of the Artist's name or misuse of the Work which would reflect discredit on his/her reputation as an artist, or which would violate the spirit of the Work.
14. **PROMOTION:** The Artist may use any images of the Work for promotional purposes. The Artist may also sell Limited Edition Prints of the Work. Merchandise for the Work may be available at the Artist's discretion, unless otherwise negotiated with the Purchaser.
15. **EXPENSES:** The Artist and Purchaser will negotiate on which party will pay costs and expenses, including insurance, for the crating, packing and shipping of the Work for delivery to the Purchaser.

- 16. ADDRESS NOTICE:** The Purchaser is responsible for insuring that their contact details are true and correct. Either party shall notify the other party in case of change of address prior to such change.
- 17. DAMAGES, THEFT & MISPLACEMENT:** The Artist is not responsible for any damages made to the Work except for those inflicted at the fault of the Artist or during the Artist's possession. The Artist will contact the Purchaser should this occur. The Artist is also not responsible for any theft or misplacement of the Work. The Artist will ensure packaging of the Work is safe and secure, and will provide postage and tracking details to the Purchaser once the Work has been posted. The Purchaser accepts all possible risks once the Agreement has been signed and payment made. If damages have occurred, the Purchaser must notify the Artist within seven (7) days of receiving the Work, and must provide evidence of said damages. If the Work has been damaged but the Purchaser wants to retain ownership, the Artist will refund 50% of the full amount back to the Purchaser or as negotiated. If the Work is stolen, lost, or perished during transit, the Artist will refund 50% of the full amount back to the Purchaser or as negotiated. Any damages or misplacement caused at the fault of the Purchaser or during the Purchaser's possession will not be refunded.
- 18. REFUND POLICY:** If the Purchaser is unsatisfied with the Work for an appropriate reason, they must contact the Artist within seven (7) days of receiving the Work. Disliking the Work or change of mind are not considered for a refund. The Purchaser must state if they want a full refund or an alternative replacement. The Purchaser will have thirty (30) days to send the Work back to the Artist, otherwise a refund will not be made. The Purchaser must return the Work in original packaging with all documents, including this Agreement and invoice. Postage/shipping costs and expenses will be paid by the Purchaser. The refund will be paid back in full to the Purchaser at the discretion of the Artist once the Work has been received and in the described condition. For refunds regarding damages or misplacement in transit, please see **Paragraph 17** above.
- 19. MISCELLANY:** 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 the Agreement shall not be construed as a continuing waiver of other breaches of the same or other provision hereof. This Agreement shall be governed by the laws of State of South Australia.

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

I, hereby agree to abide by the Terms and Conditions as set forth above

ARTIST SIGNATURE

DATE

I, hereby agree to abide by the Terms and Conditions as set forth above

PURCHASER SIGNATURE

DATE

(COPIES OF THE SIGNED DOCUMENT WILL BE PROVIDED TO BOTH THE ARTIST AND THE PURCHASER)