

Sales Contract

- by Always Art Staff



When you partner with a gallery, you will have to sign a contract for sales made of your artwork. It is important to have a clear understanding of these documents so that you do not wind up in a misunderstanding and so that you clearly know what you are entitled to within each sale. Here are the components of the sales contract that you should check for and what they mean.



- **Price:** This should outline the price of the artwork, as well as any sales tax, delivery charges, or other fees owed, plus the total.



- **Commit date:** This is the date the sale is made, which is when it becomes legally binding. This should also include the names of the parties involved, including the artist and/or gallery and the buyer.



- **Size:** Include the dimensions of the piece, as these are highly correlated to price and will be tracked over time throughout your career and through the provenance of each work.



- **Details of the work:** This includes the title, date of creation, location of the signature, the medium, framing specifications and edition (if applicable).



- **Rights statement:** This is like a copyright clause that explains what rights each party has to the images.



- **Signatures:** The document is not legally binding until it is sold, so ensure both parties have signed the form.



- **Contact info:** Include the name, phone number, address, and email of both the artist and the buyer.

You can find sample contracts online which you can use if you sell without a gallery; however, if you sell through a gallery, they will have their own contract forms. They will also have stipulations about commission, so make sure you have those discussions before you agree to work together so that you understand clearly how much you will make off a sale.

SALES CONTRACT SAMPLE

DISCLAIMER: The following sales agreement sample is intended to provide a general idea of commonly used terms and should not be considered as legal advice. For personalized legal advice regarding your sales agreement, it is crucial to consult with a qualified attorney.

This Sales Agreement is entered into as of _____, 20____, between, [ARTIST NAME] ("Artist") and [COLLECTOR NAME] ("Collector") with respect to the sale of a specific work of art ("Artwork").

1. Description of Artwork.
Title: _____
Medium: _____
Size: _____
Year of creation: _____
Edition: _____
Framing information: _____
Signed by Artist (Yes/No): _____
Signature Location: _____

2. Sale.
Artist agrees to sell to Purchaser the Artwork created by Artist titled "ARTWORK TITLE". Title shall transfer to the Purchaser at such time as the Artist receives full payment.

3. Price and Payment.
Collector agrees to purchase the Work for the agreed-upon price, and shall also pay any applicable sales taxes. The Collector is responsible for the payment of delivery fees including but not limited to insurance, and transportation.
Purchaser agrees to pay the Artist a total of \$ _____ via _____ (method of payment). The payment is due on _____ (due date).

4. Copyright and Reproduction.
The artist reserves all reproduction rights, including the right to claim statutory copyright, in the Artwork. The Artwork may not be reproduced in any manner without the express, written consent of the Artist.

5. Re-sale.
Purchaser agrees not to resell the Artwork for a period of at least (7*) years from the purchase date.

Signed by the Artist	Signed by the Collector
Artist's Name _____	Collector's Name _____
Signature _____	Signature _____
Date: _____	Date: _____



If you are ever unclear about your documents or the contract, always contact a lawyer for input or explanation so that you can be sure you do not agree to something detrimental. Don't enter an agreement quickly or sign anything you don't understand or consent to.



Check out plenty more tips for artists on cleanbreakpodcast.com

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