

(SAMPLE)

Hybrid One

You are buying an original work of art. Because the value of an artwork is partly a function of its scarcity, the Artist requests that you sign a Transfer Agreement and Record. This is a way of keeping in touch with the Artist; of authenticating the uniqueness of your purchase for your own records; and when you part with the artwork or rent it out, this agreement gives the Artist a modest percentage of your profit.

Transfer Agreement and Record (“TAR”)

This Sale Agreement between the Artist and Purchaser gives the Artist certain rights in the future economics and integrity of the Artwork.

ARTIST:	Kira Od	PURCHASER:	John Doe
ADDRESS:	PO Box 70173	ADDRESS:	1234 Main Street
	Sunnyvale, CA 94086-0173		San Francisco, CA 94103
	USA		USA
PHONE:	(408) 245-1294	PHONE:	(415) 437-0000

TITLE OF ARTWORK: *HYBRID ONE*
MEDIUM: Bronze
DIMENSIONS: 25” H x 10” W x 8” D
YEAR OF ©: 1995
EDITION SIZE: 10
EDITION NUMBER: #5/10

SALE PRICE:	11,700.00 (Reflects 10% discount off \$13K price)
8.25% SALES TAX:	965.25
SHIPPING:	700.00 (Includes custom reusable crate)
SUBTOTAL:	N/A
LESS 50% NONREFUNDABLE DEPOSIT:	N/A
BALANCE DUE:	N/A
TOTAL:	\$13,365.25

- COPYRIGHT:** The Artist has registered this Artwork with the Copyright Office and reserves all rights to reproduce the Artwork.
- NONDESTRUCTION:** The purchaser will not permit any intentional destruction, damage, or modification of the Artwork.
- RESTORATION:** If the work becomes damaged, the Purchaser will consult the Artist and give the Artist first opportunity to restore it, if practicable.
- MORAL RIGHT:** The Purchaser will not use the Artwork in a way that discredits the Artist’s reputation or that violates the spirit of the work.
- ARTIST’S ACCESS:** The Artist may have access to the Artwork for photographic or scanning purposes at no expense to the Purchaser, upon reasonable notice.
- ARTIST’S EXHIBITION:** Every 5 years, for up to 60 days, the Artist may exhibit the Artwork at a nonprofit 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.
- PURCHASER’S EXHIBITION:** Before committing the Artwork to an exhibition, the Purchaser will notify the artist and disclose all the details of the exhibit that the Purchaser is aware of.
- TRANSFER:** If the Purchaser sells, trades, gifts, or wills the Artwork in any way, the Purchaser, or a representative of his estate, shall, within 30 days:
 - Determine the Accepted Value of the Artwork at the time of transfer. (If the Artwork is sold for money, then its Accepted Value is the new sale price; if it is transferred in any other way, its Accepted Value is its fair market value at the time of transfer.)
 - Determine the Gross Profit made on the transfer, if any. (The Gross Profit is the difference between the sale price on this Agreement, or on the most recent TAR (Transfer Agreement and Record); and the Accepted Value of the Artwork at the time of transfer.)
 - Get the new owner to ratify this Agreement by signing a properly filled-out TAR.
 - Deliver the signed TAR and 15% of any Gross Profit made, to the Artist.
- NOTICE:** A Notice shall be kept permanently affixed to the Artwork at all times, advising that ownership, transfer, exhibition, and reproduction of the Artwork is subject to this Agreement.

10. **TRANSFEREES BOUND:** Anyone who becomes owner of this Artwork, with its affixed Notice, becomes bound to this Agreement as if he had signed a TAR when he acquired the Artwork.
11. **NONDELIVERY:** If the Artwork is transferred and the Artist does not receive a signed TAR and 15% of any Gross Profit made within 30 days of the transfer; the Artist may use the fair market value of the Artwork, either at the time of transfer, or at the time the Artist discovers the transfer, to compute the Gross Profit and the Artist's 15%.
12. **PROVENANCE:** Upon request, the Artist will furnish to the Purchaser or his successors a written history and provenance of the Artwork, covering this Agreement, TAR's, and all exhibition information known to him.
13. **RENTS:** If the Artwork is rented, the Purchaser and his successors agree to pay the Artist 50% of the rents within 30 days of receipt.
14. **ADDRESS CHANGES:** Both the Artist and the Purchaser shall notify one another prior to any changes of address.
15. **EXPIRATION:** With the exception of Paragraphs 3, 5, 6, and 7, which apply only for the Artist's lifetime; this Agreement binds the parties, their heirs, and all their successors in interest, for the life of the Artist and the Artist's surviving spouse, plus 21 years; and all the Purchaser's obligations are attached to the Artwork and accompany ownership of the Artwork.
16. **ATTORNEY'S FEES:** In any proceeding to enforce any part of this Agreement, the aggrieved party will be entitled to reasonable attorney's fees, plus any available remedy.

Unless otherwise noted, the Purchaser received the Artwork in perfect condition.

_____ Date
Kira Od, Artist

_____ Date
John Doe

NOTICE:

Ownership, transfer, exhibition,
And reproduction of this Artwork
Is subject to a written Agreement
Dated:

01 January 2004

Between the Artist:

Kira Od

PO Box 70173

Sunnyvale, CA 94086-0173

USA

(408) 245-1294

And the Purchaser:

(Artist has a copy of the Agreement)

**Cut along dotted line and
Affix to Artwork upon transfer**