

A written agreement outlines the terms of sale of your artwork, and is crucial to document the key considerations, obligations and rights involved with your work and for the purchaser.

A sample agreement is available for download from the Arts Law website, which can be edited and tailored to your context. Alternatively you can document the terms of the agreement in a letter or email.

Key considerations in an agreement for sale of work includes:

IDENTIFY THE PARTIES

Clearly state who is buying and who is selling the artwork.

IDENTIFY THE ARTWORK

Detail the specifics of the work, including title, medium, dimensions, etc.

PARTNERSHIPS/COLLABORATION

If another artist/body was involved in the creation of the work, be sure they are included in the agreement to avoid future complications.

OUTLINE THE TERMS OF PAYMENT

Include when, how and to whom the payment is to be made. Make sure you include GST if you are registered. 30 days for payment is standard, and interest may be charged if payment has not been made after this date. Ensure that ownership of artwork does not take place until payment has been made.

COPYRIGHT

As an artist you will retain copyright of the work even though you no longer own the physical work – this should be documented in the agreement.

MORAL RIGHTS

As an artist you have moral rights over the work, which includes that you be attributed as the artist/creator, that the work is not falsely attributed to someone else, and that the work cannot be altered/modified. Make sure this is stated in the agreement.

REPRODUCTION

Clarify whether the purchaser/owner has the right to reproduce the work. If so detail the terms of reproduction, i.e. The owner must seek written permission and/or there is a reproduction fee to be paid to the artist.

RESALE ROYALTY

You are entitled to royalties if the work is resold by the purchaser. Check the Copyright Agency | Viscopy Resale Royalty website for details. Works sold for over \$1,000 are entitled to a 5% resale royalty.

LOANS

If you plan to exhibit the sold work in future, document the terms for loaning back your work from the purchaser. This can include insurance, returning the work, damage to the work whilst on loan, crediting the owner, etc.

DISPUTE RESOLUTION

Be sure to include a dispute resolution clause in your agreement, so you have a clear procedure for communication and resolution if something goes awry.

CHANGES TO THE AGREEMENT

Circumstances may change, be sure to include details for if and how the agreement may change in the future, usually through stipulating mutual written consent from both parties.

LINKS

Arts Law Centre of Australia provides sample agreements for sale of artwork.
www.artslaw.com.au

Copyright Agency | Viscopy website has information about resale royalty and licensing fees.
www.copyright.com.au

NAVA Code of Practice contains more information about best practice standards and artist rights.
www.visualarts.net.au/codeofpractice