

**CONTRACT TEMPLATE FOR PURCHASE OF A WORK OF ART BETWEEN ARTISTS AND CENTRES,
ART SPACES, PUBLIC GALLERIES OR MUSEUMS**

In [place], on [day] [month] [year]

PARTIES:

On the one hand,

[Personal details of the signatory] as [position], on behalf of [name of the entity/space/centre/institution/museum], whose registered office is at [address] and with tax identification number [Identification number] or passport for natural persons [Identification number] valid until [date], telephone [telephone number], email [email address]; (the "PURCHASER").

And on the other hand,

[Name and surnames], of legal age, of [nationality] nationality, located at [address], with tax identification, passport [identification number], valid until [date], telephone [telephone number] and email [email address]; (the "ARTIST").

Each party acknowledges the capacity and legitimate interest of the other to enter into and be bound by this contract and

STATE:

1. [Name of institution of which the centre forms part] is referred to as the PURCHASER in this contract and is the owner of [NAME OF CENTRE] which has a programme dedicated to contemporary artistic creation. Within this programme, there are a series of exhibitions, artist residencies, productions of work and a variety of activities, among which consideration is being given to the purchase of artistic works to form part of the purchaser's own collection.
2. The AUTHOR produces works of art which consist of [describe the area of art and the media in which the artist works], the quality and characteristics of which are well known to the [PURCHASER].
3. The PURCHASER is interested in acquiring the work of the ARTIST called ["name of the work"], described in the previous paragraph. [Add so many works as may be necessary].
4. Both parties wish to reach agreement and enter into this agreement for the sale and purchase of a work of art to which will take effect in accordance with the following:

PROVISIONS

I. Object of the contract

1. By means of this contract the ARTIST sells and transfers ownership of the work to the PURCHASER who accepts and acquires it. The work [description of the work sold].
2. The ARTIST declares that the ARTIST is the original rights holder and owner of all intellectual property rights in or to the named work and further declares that the ARTIST has no transferred any such right in the work deriving from creation of the work and that those rights are free of all encumbrances, charges or extant consents for third party use.
3. A photographic representation of the work is attached at Annex [number of Annex] and its technical description is as follows:
 - a. Title
 - b. Date
 - c. Materials
 - d. Measurements
 - e. Conservation measures to be applied:
 - f. Conditions for exhibition stipulated by the artist:

II. Hand-over and conservation of the work

1. On receipt of payment for the work, the ARTIST shall hand over the work and its corresponding certificate of authenticity to the PURCHASER who accepts it and declares to be satisfied. In this way, this document shall remain valid as a definitive record of due receipt of the work.
2. The PURCHASER undertakes to keep, take care of, guard and maintain the work in perfect condition and in a place which is suitable for the adequate conservation of the work.

III. Price and payment method

1. The price agreed for the sale and purchase of the work is [total amount in figures: €XX.XX, in brackets, total amount in words. For example, six hundred euros], plus any sales taxes. In the event that the PURCHASER shall have borne any costs of production of the work, the amount of the costs borne shall be deducted from the agreed sale price.
2. The PURCHASER shall pay to the ARTIST the amount of [total amount in figures: €XX.XX, in brackets, total amount in words (for example, six hundred euros), which corresponds to the agreed price, plus taxes, by bank transfer and shall deliver a copy of the document which evidences that payment to the ARTIST.
3. The parties shall pay such taxes as arise from the sale and acquisition of the work under the Law and under the law which may apply to each of them in function of their respective tax residence.

4. If appropriate, all taxes and expenses relating to the importation of the work shall be borne by the purchaser.

IV. Royalties

1. By this contract the ARTIST does not transfer or surrender the ARTIST'S moral or patrimonial rights that the Law on Intellectual Property in force in the state in which this sale and purchase is made attributes to the ARTIST as author of the work nor does the PURCHASER acquire any right to reproduce, exhibit, publish, transform or distribute the work whether in pursuit of gain or not.
2. Any public communication, reproduction, transformation or distribution of the work or its use in any other form, manner or means allowed by law, whether for the pursuit of gain or not, by the PURCHASER is subject to the prior written consent of the ARTIST or owner of rights or the rights holder.
3. The ARTIST retains the right to reproduce the work sold for personal purposes but may not transfer or commercialise such reproductions within the consent of the owner of the original.
4. The ARTIST may publish and exhibit, in a non-commercial context, reproductions of the work sold, on condition that it is expressly stated that any reproduction is a reproduction of the original.
5. The PURCHASER undertakes to respect the author's rights and patrimonial rights that arise in favour of the author of the work.

V. Notices

Any notice required to be given under or in connection with this contract shall be in writing and addressed to the email addresses that are provided for each of the parties in the descriptions of the parties to this contract.

VI. Applicable law and conflict resolution

This contract is entered into under the law of the country of origin of the contract which shall regulate any matter not covered in the clauses above. If any dispute or difference of interpretation or application of this contract should arise during its validity, the parties shall resolve it by aligning their respective interests. Should they fail so to do, the parties shall submit to the jurisdiction of the Courts and Tribunals of the city in which the contract is made and expressly waive any other jurisdiction which might otherwise be available to them.

In witness whereof, the parties sign the present contract in duplicate on the date and in the place stated.

[Official logos: project, organising centre...]

PURCHASER:

[NAME OF PURCHASER]

[If there is one: NAME AND SURNAMES OF THE REPRESENTATIVE]

[SIGNATURE]

In [place] on [day] [month] [year]

AUTHOR:

[NAME AND SURNAMES OF THE AUTHOR]

[SIGNATURE]

In [place] on [day] [month] [year]