

Helen Bailey

SALE OF ARTWORK

THIS IS AN AGREEMENT BETWEEN:

Helen Patricia Bailey (Australian Business Number 80 173 574 328)

of

Post Office Box 1283, Camden, New South Wales, Australia

(Artist)

AND

[NAME, ACN/ABN]

of ***[ADDRESS, TELEPHONE, FAX]***

(Purchaser)

THE PARTIES AGREE AS FOLLOWS:

1. Sale and purchase of the Work

- 1.1. The Artist sells the work described in item 1 of the Schedule (**Work**) to the Purchaser, and the Purchaser buys the Work from the Artist, on the terms of this agreement.

2. Delivery

- 2.1. The Artist must deliver the Work to the Purchaser, or the Purchaser must collect the Work, according to item 2 of the Schedule.

3. Payment

- 3.1. The Purchaser must pay the Artist the amount specified in item 3 of the Schedule for the Work (**Price**), according to the method and by the due date specified in item 4 of the Schedule.

4. Goods and Services Tax

4.1. No Goods and Services Tax (**GST**) is payable in respect of any good supplied under this agreement.

5. Representation and warranty

5.1. The Artist represents and warrants that the Artist owns all rights, including copyright, in the Work.

6. Transfer of ownership of the Work

6.1. Subject to clause 6.2, title to the Work passes to the Purchaser when the full Price is paid to the Artist by the Purchaser.

6.2. Risk in the Work remains with the Artist until the Work is delivered to the Purchaser or collected by the Purchaser or the Purchaser's agent or courier.

7. Copyright and moral rights; Resale of the Work

7.1. The Artist retains all intellectual property, including all copyright, in the Work. Without limiting this, the Purchaser must not reproduce the Work or let anyone else reproduce the Work without the Artist's prior written consent.

a The Purchaser will comply with the moral rights provisions contained within the *Copyright Act 1968 (Australia)* in relation to the Artist's moral

8. General provisions

8.1. The parties acknowledge that the Artist is an independent contractor and that nothing in this agreement creates any relationship of joint venturers, partnership, agency or employment between the parties.

8.2. A notice required to be given under this agreement may be delivered by hand, or sent by pre-paid post or fax to the address of the party indicated at the top of this agreement. Notices are taken to have been served when received, or within 2 business days of having been sent, whichever occurs first.

8.3. Neither party may assign, subcontract, novate or otherwise divest this agreement or any of the rights or obligations under this agreement without the other party's prior written consent.

8.4. Subject to clause 8.5, this agreement is the entire agreement between the parties regarding its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.

- 8.5. This agreement may only be modified by a written amendment signed by the parties.
- 8.6. Invalidity of any clause of this agreement will not affect the validity of any other clause except to the extent made necessary by the invalidity.
- 8.7. This agreement is governed by the law in force in New South Wales, Australia. The parties submit to the jurisdiction of the courts of that State and any court competent to hear appeals from those courts.

EXECUTED AS AN AGREEMENT

Signed by the Artist:

Signature:

Helen Patricia Bailey

Date:

Signed by the Purchaser:

Signature:

Name:

Date:

SCHEDULE

Item 1 The Work	Title: *[DETAILS]* Medium: *[DETAILS]* Dimensions: *[DETAILS]*
Item 2 Delivery/Collection	Who: When: How:
Item 3 Price	\$*[AMOUNT]*
Item 4 Payment method / Due date	How [EG CASH, CHEQUE, OTHER METHOD]: When [GIVE ANY INSTALMENT DETAILS]: