

## ART WEBSITE SALES CONTRACT

This art website sales contract (this “**Contract**”) is made as of \_\_\_\_\_ by and between \_\_\_\_\_ (the “**Artist**”) and \_\_\_\_\_ (the “**Owner**”) and, along with the Artist, the “**Parties**”).

### RECITALS

- A. The Artist has created a web-based artwork consisting of digital files (the “**Digital Files**”) and a domain name (http:// \_\_\_\_\_) (the “**Domain Name**”) and, along with the Digital Files, the “**Artwork**”).
- B. The Owner has agreed to purchase the Artwork and the Artist is willing to sell the Artwork to the Owner, subject to the rights and obligations set forth in this Contract.
- C. The Artist and the Owner envision having the Artwork preserved and exhibited in the best possible way, with the understanding that it may not always exist online.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, the Artist and the Owner do hereby agree as follows:

- 1. **Deliverables.** After payment for the Artwork by the Owner to the Artist or an agent designated by the Artist in writing:
  - a. the Artist shall update the Digital Files as necessary to include the name of the Owner;
  - b. the Artist will provide the Owner with (i) a data storage device that contains a copy of the Digital Files, (ii) a certificate of authenticity for the Artwork and (iii) a video file consisting of a screen capture of the website (“**Documentation File**”); and
  - c. the Artist will transfer the Domain Name to the Owner.
- 2. **Artist’s Obligations.** The Artist will make a good faith effort to ensure that the Owner is credited whenever the Artwork is exhibited or cited in publications.
- 3. **Owner’s Obligations.**
  - a. The Owner shall renew the Domain Name as required so that the Artwork will remain continuously accessible;
  - b. The Owner shall host the Digital Files from a server located in \_\_\_\_\_.
  - c. the Owner shall not modify any of the Digital Files without the written consent of the Artist, unless (i) to achieve compatibility with web standards, viewing platforms or media devices, so long as the Artwork remains visually and functionally unchanged; (ii) as provided in paragraph 5(a) of this Contract; and (iii) such Digital Files were altered by a third party, in which case the Owner shall restore such Digital Files to their original state; and
  - d. the Owner shall keep the Artwork online and completely accessible to the public.
- 4. **Reversion of Artwork to Artist.** The Owner may, at any time, transfer ownership of the Artwork to the Artist by providing the Artist with the deliverables in paragraphs 1(b) and 1(c) of this Contract, at which point the Owner shall be released from the obligations in paragraph 3 of the Contract.
- 5. **Assignment rights.** Pursuant to the Assignment Agreement in Exhibit A, the Owner may assign and transfer this Contract provided that:
  - a. the Owner provides the assignee (the “**New Owner**”) with the deliverables cited in paragraph 1; and

b. the Artist is provided with the name and contact details of the New Owner.

**6. Duration.** Except as provided for in paragraph 4 of this Contract, this Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors, representatives and assigns forever.

**7. Resale royalties.** Upon sale of the Artwork by the Owner, the Owner shall pay the Artist three percent (3%) of the sale price of the Artwork.

**8. Cessation of Website.**

a. If, despite the best efforts of the Owner, the Artwork can no longer function as a web-based artwork (e.g., the Artwork becomes terminally incompatible with universal web standards, hosting providers are no longer available or other significant changes to the Internet landscape, software or hardware), then the Artwork will become the Documentation File, which the Owner can use pursuant to this Contract.

b. Except as provided in paragraph 8(a) of this Contract, if the Owner otherwise fails to keep the Artwork online (for reasons including, but not limited to, failure to renew the Domain Name), the Owner and Artist acknowledge that the Artwork will cease to exist unless and until the Owner restores the Artwork online.

**9. Intellectual property rights.** The intellectual property rights, including but not limited to copyright, shall remain with the Artist.

**10. Exhibition rights.**

a. The Artist and Owner shall each have the right to exhibit and publish the Artwork provided that the following attribution is included anywhere that the work is presented:

**[Domain Name] [Year]**  
by **[Artist]**  
Website, dimensions variable, duration infinite  
Unique  
Courtesy of **[Owner]**

b. The Owner shall not use the Artwork in connection with any advertising, marketing or promotions.

**11. Applicable law and arbitration.** This Contract is governed by and shall be construed in accordance with the laws of the State of New York. All claims and disputes arising under or relating to this Contract are to be settled by binding arbitration in a location mutually agreeable to the Parties.

By signing this Contract, the Parties below agree to the rights and obligations set forth above.

ARTIST:

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

OWNER:

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT A: ASSIGNMENT OF CONTRACT**

FOR VALUE RECEIVED, \_\_\_\_\_ (“Assignor”) hereby assigns and otherwise transfers (“assigns”) to \_\_\_\_\_ (“Assignee”) all rights title and interest held by Assignor in and to the contract described as follows:

Contract dated \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (“Artist”) and \_\_\_\_\_ and concerning the sale of a web-based artwork created by Artist (the “Contract”).

Assignor warrants and represents that the Contract is in full force and effect and is fully assignable. Assignor further warrants that it has the full rights and authority to transfer the Contract and that the Contract rights herein transferred are free of lien, encumbrance or adverse claim. The Contract has not been modified and remains on the terms contained therein.

Assignee hereby assumes and agrees to perform all remaining obligations of Assignor under the Contract and agrees to indemnify and hold Assignor harmless from any claim or demand resulting from non-performance by Assignee.

This Assignment of Contract shall become effective as of the date last executed and shall be binding upon and inure to the benefits of the parties, their successors, representatives and assigns.

Dated: \_\_\_\_\_  
\_\_\_\_\_ Assignor

Dated: \_\_\_\_\_  
\_\_\_\_\_ Assignee

**Consent**

I hereby consent to this Assignment of Contract affirming that no modification of the Contact is made or intended, except that Assignee is now and hereafter substituted for Assignor.

Dated: \_\_\_\_\_  
\_\_\_\_\_ Artist