

# ART WEBSITE SALES CONTRACT / CERTIFICATE OF AUTHENTICITY

(hereinafter: the 'Certificate of Authenticity')

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[INSERT NAME OF ARTIST]  
[INSERT WEBSITE URL]  
website, [INSERT YEAR]  
unique edition

**The undersigned:**

A. [INSERT NAME], a [INSERT NATIONALITY] citizen, with e-mail address [INSERT E-MAIL ADDRESS] (hereinafter: the 'Artist');

and

B. the last mentioned collector on page 4 (hereinafter: the 'Collector').

**Taking into account:**

- a. that Artist has created an artwork, consisting of a website and this Certificate of Authenticity;
- b. that Artist and Collector envisage to have the artwork preserved and exhibited in the best way possible;
- c. that Collector is interested to purchase the artwork and that Artist is willing to sell the artwork to Collector, subject to the rights and obligations set forth herein; and
- d. that by signing this Certificate of Authenticity by a successive Collector, the rights and obligations set forth in this Certificate of Authenticity for a Collector, will automatically pass on to the purchasing Collector and the Purchasing Collector will adhere to these rights and obligations.

**Have agreed the following:**

1. **Artwork.** Artist has created an artwork, consisting of a website and this Certificate of Authenticity (hereinafter also: the 'Artwork'). Images of the website, being part of the Artwork are depicted on page 1.
2. **Purchase.** Artist sells and Collector purchases the Artwork for the price as agreed upon in writing between the parties (hereinafter: the 'Purchase Price').
3. **Delivery.** The delivery of the Artwork, pursuant to paragraph 4, shall take place within fourteen (14) days after payment of the Purchase Price.
4. **Transfer electronic data disc.** Upon signing this Certificate of Authenticity, Artist will provide Collector with a signed and numbered disc, containing:
  - a. online files, necessary to run the website;
  - b. exhibition files, which will be self playing and compatible with both mac and pc;
  - c. source files, which can be used for future restoration; and
  - d. reference images, which can be used for (among others) catalogues.
5. **Transfer domain name.** Upon payment of the Purchase Price pursuant to paragraph 3, Artist will have the domain name, being part of the Artwork, transferred to Collector.
6. **Technical platform.** Collector may transfer the Artwork to other technical platforms, if such transfer is necessary to keep the Artwork accessible to the public. In such event, Collector may change the Artwork but only if and to the extent necessary for the transfer to a new platform.

7. **Obligations Artist.** Artist shall add the name of Collector to the website, being part of the Artwork.
8. **Obligations Collector:** The Collector shall:
  - a. renew the domain, being part of the Artwork, always in time in order to have the Artwork accessible;
  - b. as long as it is technically feasible, keep the website, being part of the Artwork, on-line and accessible to the public;
  - c. always show the Artwork on the latest and most appropriate technologies;
  - d. ask Artist through written consent if the Artwork is to be exhibited in commercial spaces, being any space other than public and art spaces;
  - e. ask Artist through written consent if the Artwork is to be reproduced for purposes other than catalogues and art magazines, such as reproductions for advertisements, movies, photo's, merchandising etc.; and
  - f. not use the Artwork for the promotion of any services or products of any kind.
9. **Resell rights.** Collector may resell the Artwork, provided:
  - a. that the Artwork remains one piece, meaning that all elements as referred to under paragraph 4, including the domain name, remain together in one hand;
  - b. that Artist is informed with the name and contact details of the consecutive Collector;
  - c. that the purchaser signs this Certificate of Authenticity and that Collector provides Artist with a copy of that signed Certificate of Authenticity; and
  - d. the consecutive Collector to whom he sells the Artwork, adhere to the rights and obligations set forth in this Certificate of Authenticity in paragraphs 2, 3, 4, 5 and 7.
10. **Intellectual property rights.** The intellectual property rights, such as the copyrights, vested in (any part of) the Artwork, remain with Artist. Upon payment of the Purchase Price, Artist grants to Collector the right to exhibit and sell the work, to the extent permitted in this Certificate of Authenticity.
11. **Exhibition rights.** Both Artist and Collector have the rights to exhibit and publish the Artwork, provided that the following credits will be mentioned: [year], [INSERT NAME ARTIST], [name work]; courtesy of [name Collector].
12. **Applicable law and competent court.** This Certificate of Authenticity is governed by and shall be construed in accordance with the laws of the [INSERT COUNTRY OF RESIDENCE ARTIST] and the parties irrevocably submit to the exclusive jurisdiction of the courts of [INSERT CAPITAL CITY IN COUNTRY OF RESIDENCE].

**To be signed in twofold by each successive purchaser of the Artwork!**

By signing this Certificate of Authenticity, you, the (successive) Collector of the Artwork, accepts the rights and obligations set forth above for Collector.

**Artist**

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

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

**Collector #1**

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

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

**Collector #2**

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

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

**Collector #3**

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

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

**Collector #4**

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

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

**Collector #5**

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

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