



*(Name of artist)*

url title .com  
website, 2012  
unique piece



**(NAME OF ARTIST) WEBSITE SALES CONTRACT / CERTIFICATE OF AUTHENTICITY**  
(hereinafter: 'CONTRACT')

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**The undersigned:**

A. [Name of artist], a \_\_\_\_\_ citizen, with e-mail address \_\_\_\_\_  
(hereinafter: ARTIST);

&

B. the last mentioned owner on page 4 (hereinafter: OWNER).

**Taking into account:**

- a. that ARTIST has created a website, (hereinafter: ARTWORK), consisting of a website, its domain name and this CONTRACT;
- b. that ARTIST and OWNER envision having the ARTWORK preserved and exhibited in the best possible way;
- c. that OWNER desires to purchase the ARTWORK and that ARTIST is willing to sell the ARTWORK to OWNER, subject to the rights and obligations set forth herein; and
- d. that OWNER may transfer the ARTWORK to a subsequent OWNER subject to the limitations set forth below.

**Have agreed the following:**

1. **Artwork.** ARTIST has created an ARTWORK, consisting of a website, its domain name and this CONTRACT.
2. **Purchase.** OWNER shall purchase ARTWORK for valuable consideration paid to ARTIST or ARTIST'S agent.
3. **Delivery.** The delivery of the ARTWORK, pursuant to paragraph 4, shall take place within thirty (30) days after payment to ARTIST or his agent.
4. **Transfer of electronic data.** Upon signing this CONTRACT, ARTIST will provide OWNER 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 may only be used for purposes for which ARTIST has given written consent.
5. **Transfer of domain name.** Upon receipt of valuable consideration pursuant to paragraph 3, ARTIST will transfer the domain name to OWNER.

6. **Artist's Obligations.**
  - a. ARTIST will transfer electronic data as provided in paragraph 4;
  - b. ARTIST shall add the name of OWNER to the website;
  - c. ARTIST will credit OWNER whenever the ARTWORK is exhibited or cited in publications.
  
7. **Owner's Obligations:**
  - a. OWNER will annually renew the domain name,  
so that ARTWORK will remain continuously accessible;
  - b. OWNER will keep the website online and completely accessible to the public.
  
8. **Resale rights.** Collector may resell ARTWORK, provided:
  - a. that ARTWORK remains one piece as defined in paragraph 4;
  - b. that ARTIST is provided with the name and contact details for the subsequent OWNER;
  - c. that the new OWNER signs this CONTRACT and provides ARTIST with a copy of said signed CONTRACT;
  - d. the subsequent OWNER will adhere to the obligations set forth in this CONTRACT.
  
9. **Intellectual property rights.** The intellectual property rights, including but not limited to copy-right shall remain with ARTIST.
  
10. **Exhibition rights.**
  - a. Both ARTIST and OWNER have the right to exhibit and publish ARTWORK provided that the following credit is included anywhere that the work is presented:  
  

*url equals title .com (year)*  
*by (Name of artist)*  
Website, dimensions variable, duration infinite  
Unique  
Courtesy of *(Name of Owner)*.
  
  - b. OWNER shall not use ARTWORK in connection with any advertising campaigns.
  
11. **Applicable law and competent court.** This CONTRACT is governed by and shall be construed in accordance with the laws of the State of California and the parties irrevocably submit to the exclusive jurisdiction of the courts of California.

By signing this Contract / Certificate of Authenticity,  
the parties below agree to the rights and obligations set forth above.

**Artist**

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

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

**Owner #1**

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

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

**Owner #2**

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

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

**Owner #3**

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

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

**Owner #4**

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

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

**Owner #5**

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

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