

Contract of Sale

Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the following parties:

Daniel S. DeLuca ( hereinafter referred to as the "Artist")

and

Name: \_\_\_\_\_ (hereinafter referred to as the "Collector")

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

With respect to the sale of an artwork (hereinafter referred to as the "Work"). Whereas, the Artists has created the Work and has full right, title, and interest therein; and Whereas, the Artists wishes to sell the Work; and Whereas, the Collector has viewed the work and wishes to purchase it.

Now, in consideration of the foregoing premises the parties agree to the following:

1) Description of Work:

Title: *demur*

Medium: Performance Art

Materials: Two 8lb sledge hammers, contract of sale

Date of Creation: March 3rd, 4th, and 5th - 2011

Performance description: *demur*, is a durational performance art piece created as a part of the 2011 Fountain Art Fair in New York City and in affiliation with Mobius and Grace Exhibition Space. The performance of *demur* consists of two distinct parts. The first is the action of hammering the head of a steel sledge hammer with another steel sledge hammer of the same model and make. The second is the act of offering the sale of the performance through the presence of a Contract of Sale displayed in front of the performer. The performance occurs durationally from 12pm-8pm on March 3rd, 4th, and 5th.

1) Sale: The Artist hereby agrees to sell the Work to the Collector. Title shall pass to the Collector at such time as full payment is received by the Artist pursuant of paragraph 4 hereof. The tangible goods of the sale will consist of a copy of the Contract of Sale and the two sledge hammers used in the performance.

1) Re-performance: the re-performing of the Work will be allowed only with the consent of the Artist and under terms and conditions specified by the Artist. The full terms and conditions will be made available upon request. One critical consideration of those terms is as follows:

a) The action of the sale of *demur* is an integral part of the performance which will need to be present if re-performed. The Collector must be willing to re-sell the Work if it is re-performed. A copy of the original Contract of Sale agreement will be present when re-performed and the Collector will accept the forfeit and termination of this contract of sale. However, the Collector will be granted the first opportunity to re-purchase the Work. In the case that the Work is not sold then the Collector will maintain their original title and interest to the Work.

1) Price. The Collector Agrees to purchase the Work for the agreed upon price of \$1,500.

1) Payment. Payment shall be made in full upon the signing of this agreement.

1) Risk of Loss and insurance. The risk of loss or damage to the work and the provisions of any insurance to cover such loss or damage shall be the responsibility of the collector from the time of the signing of this contract of sale.

1) Copyright and Reproduction. The Artists reserves all reproduction rights, including the right to claim statutory copyright, in the Work. The Work may not be photographed, sketched, painted, or reproduced in any manner whatsoever without the express, written consent of the Artist. All Approved reproductions shall bear the following copyright notices: © by Daniel S. DeLuca 2011.

1) Miscellany. This agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This agreement constitute the entire understanding between the parties. Its terms can be modified only buy an instrument in writing signed by both parties. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the state of Massachusetts.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Artist \_\_\_\_\_ Collector \_\_\_\_\_