THE ARTIST'S RESERVED RIGHTS TRANSFER AND SALE AGREEMENT
SECOND EDITION

The accompanying form is the second edition of the contract conceived by Seth Siegelbaum and drafted by Robert Projansky, a New York attorney, in 1971. It has been revised by Mr. Projansky.

The original contract was well-received by artists, but distribution was limited and its legal language was rather forbidding. The version published on this poster is much shorter, easier to read and easier to use.

WHAT THE CONTRACT DOES

The contract is designed to give the artist:

- 15% of any increase in the value of each work each time it is transferred;
- a record of who owns each work at any given time;
- the right to have the work remain unaltered by the owner;
- the right to be notified if the work is to be exhibited;
- the right to show the work for 25 years every five years (at no cost to the owner);
- the right to be consulted if restoration becomes necessary;
- all of any rental income paid for the work, if there is any there;
- all reproduction rights.

The economic benefits would last for the artist's lifetime, plus the life of a surviving spouse, plus 21 years, so as to benefit the artist's children while they are growing up. The aesthetic controls would last for the artist's lifetime.

WHEN TO USE THE CONTRACT

The contract form is to be used when the artist parts with each work FOR KEEPS:

Whether by sale, gift, or trade for things or services; whether it's a painting, a sculpture, a drawing, a non-object piece or any other fine art, trade, gift, or exchange, whether recorded, whether unrecorded, whether in words, whether verbally or in writing, whether recorded, whether unrecorded, whether for a sum of money, whether for nothing, whether for a free and clear transfer, whether for a property or financial interest, whether for a personal or corporate interest, whether for a profit or loss, whether for a fixed or variable compensation, whether for a lump sum or for a series of payments, whether for a single transfer or for a series of transfers, whether for a single work or for a series of works, whether for a single contract or for a series of contracts, whether for a single work or for a series of works, whether for a single contract or for a series of contracts.

In short, this contract will help you discover who your friends are.

If a buyer wants to buy but doesn't want to sign, tell him that all your work is sold under the contract, that it's standard for your work.

You can point out to the reluctant buyer:

The contract doesn't cost anything unless your work appreciates in value; most artists don't.

If he makes a profit on your work, you get only a small percentage of it—about the equivalent of a welder's tip.

If you like, you can offer to take your prospective 15% payment in something other than money, or to give it a partial credit against a new work.

Or you can offer to put an original value that's more than what he's paying, giving him a free ride on part of any prospective profit.

Of course, if a collector buys a work refusing to sign the contract he will have to rely on good will when he wants you or your dealer to appraise, restore or authenticate it. Why he should expect to find good will there is anybody's guess.

Is the buyer really going to pass up your work because you ask him to sign this contract? Work that he likes and thinks is worth having? If the answer is yes, given the fact that it doesn't cost him a thing to give you, the artist, the respect that you as the creator of the work deserve—if that will keep him from buying, he is too stubborn and foolish for anyone to try to how to illuminate him. Non-use of the contract is a dumb criterion for selecting art.

ENFORCEMENT

First, let's put this in perspective: most people will honor the contract because most people honor contracts. Those who are likely to cheat you are likely to be the same ones who gave you a hard time asking about the contract in the first place. Later owners will be more likely to cheat you than the first owner, but there are strong reasons why both first and future owners of your work should fulfill the contract's terms.

What happens if owner #1 sells your work to owner #2 and doesn't send the transfer form? (He's not sending your money, either.)

Nothing happens. (You don't know about it yet.)

Sooner or later you do find out about it because the grapevine will get the news to you (or your dealer) anyway. Then, if owner #1 doesn't come across you sue him. He will be stuck for 15% of the profit he makes OR 15% of the increase in value to the time you heard about it, which may be much more. Also, note that if you have to sue to enforce any right under the contract, Paragraph 14 gives you the right to recover reasonable attorney's fees in addition to any other remedy to which you may be entitled. Clearly, owner #1 would be foolish to take the chance.

As to satisfying values, there will be such pressure from new owners to put up high values as there is from old owners to put up low values. In 95% of the cases the amount of money to be paid the artist won't be enough to make them lie to you (in unison).

SUMMARY

We realize this contract, like its predecessor, will disturb some dealers, museums and high-powered collectors, but the ill returns are universally acknowledged to exist and no other practical way has ever been devised to cure them.

It's purpose is to put you—the artist—in the same position as the woman behind the rent-a-car counter. He didn't write his contract, either, but he says: if you want it, sign here. You do the same.

Using this contract doesn't mean all your world relationships will be strictly business hereafter or that you have to enforce every right down to the last penny. Friends will still be friends and if you want to waive your rights you can, but they will be YOUR rights and the choice will be YOURS.

The contract in its prior form has been used by many artists—known, well-known and unknown. Use it. It's enforceable. The more artists and dealers who use it, the better and easier it will be for everybody to use it. It requires no organization, dues, meetings, registration or government agency—just your desire to protect the integrity of your art.

What it gives you, the artist, is a legal tool you can use to establish continuing rights in your work at the time you transfer it whether or not you use the contract is up to you. Consider the contract as a substitute for what is available otherwise: nothing. This has been created for no recompense to the author for just the pleasure of attacking a challenging problem, and it is based on the feeling that there should ever be a question about artists' rights in reference to their art, the artist is more right than anyone else.

Please POST, REPRODUCE and USE this poster freely. The poster is not to be sold. The cost of the production, printing, and distribution of this document has been underwritten by Associated Councils of the Arts, 1564 Broadway, NY, NY 10036. If you use this contract please let us know. Address all substantive queries to Artists' Rights Association, 27 West 15th St., NY 10011.

AGREEMENT OF ORIGINAL TRANSFER OF WORK OF ART

Fill in names, addresses of parties

Purchaser: ____________________________ address:

Artist: ____________________________ address:

WHEREAS Artist has created that certain Work of Art ("the Work")

Title: ____________________________
dimensions: ____________________________
media: ____________________________

WHEREAS the parties want the Artist to have certain rights in the future economics and integrity of the Work.

The parties mutually agree as follows:

1. SALES. Artist hereby sells the Work to Purchaser at the agreed value of $ ____________

2. RETRANSFER: If Purchaser in any way whatsoever sells, gives or trades the Work, or if it is inherited by Purchaser, or if a third party pays compensation for its destruction, Purchaser (or the representative of his estate) must within 30 days of (a) Pay Artist 15% of the gross art profit, if any, on the transfer; and

(b) Sign a transfer agreement which attaches a copy of this Agreement to the transfer agreement.