



CONTRACT OF SALE

1- IDENTIFICATION OF THE PARTIES

FRANCE TRUELLE, legal person of private law having her main business address at 10525, Rancourt Street, Montreal, Quebec, H2B 2P4, tel.: 514-627-4994, email: francetrudelleartiste@gmail.com, herein represented by **France Trudelle** duly authorized as she so declares;

Herein after named "**THE ARTIST**"

AND

@@@@, legal person of private law having its main business address at _____, Quebec, _____, doing business under the name of _____ (If needed): no T.P.S. : no T.V.Q. : tel.: _____, email: _____ herein represented by **XXXXX XXXXX**, _____, duly authorized as he/she so declares;

Herein after named "**THE CLIENT**"

2- OBJET OF THE CONTRAT

THE ARTIST, executor and owner of the work described in article 3, author, first and current holder of the royalties on this work, sells said **ARTWORK** to **THE PURCHASER** with the conditions stated in these presents.

3- PRÉSENTATION OF THE ARTWORK

Title : _____
Year of creation : _____
Format : _____
Medium / support : _____
Description: Photocopy attached hereto

Herein after named "**THE ARTWORK**"

4- COPYRIGHT

- 4.1 **THE ARTIST** yields none of her copyrights, given that an assignment or a licence of copyright must be found in a separate contract. It was therefore agreed that the Artist remains the holder of all copyright, including the right to exhibit **THE ARTWORK** publicly, the right to reproduce **THE ARTWORK** in all forms and all processes, as well as the right to publicly communicate **THE ARTWORK** in a non material form, and this, for all countries and for the duration of the copyright.
- 4.2 Notwithstanding the foregoing, **THE CLIENT** can reproduce **THE ARTWORK** for purposes of personal archives or for insurance purposes only. Any other use requires the permission of **THE ARTIST**.

5- TERMS OF SALES

- 5.1 AMOUNT: the sale of **THE ARTWORK** is granted against the sum of _____ \$ (according to canvas size), all applicable taxes not included. The sale does not include any framing, base or other support.
- 5.2 TERMS: the sums due are payable under the following terms:
- THE TOTALITY** of the sums due, including all additional expenses as mentioned in article 6 of the presents, will have to be paid upon the signing of these presents. No delivery will be carried out prior to the full authorization of said payment .
- 5.3 **THE ARTIST** accepts the following methods of payment :
- 5.3.1 Interac transfer of funds to francetrudelleartiste.com. This payment method is preferred because it requires no waiting time for payment clearance. Should this method be used, **THE ARTIST** will provide adequate instructions to **THE CLIENT**.
- 5.3.2 A PayPal link is available on **THE ARTIST**'s website. Should **THE CLIENT** not have a PayPal account, a payment by credit card option will be available during the process. **THE ARTIST** will provide adequate instructions to **THE CLIENT**.
- 5.3.3 Certified checks or money orders which must be issued and payable in Canadian dollars and payable to the order of France Trudelle.
- 5.4 **THE ARTIST** remains the sole owner of **THE ARTWORK** until total payment by **THE CLIENT**.

5.5 In the absence of payment of the selling price within the terms specified in these presents, **THE ARTIST** will be entitled to consider the sale resolved by right. However, before thus proceeding, **THE ARTIST** will have to notify **THE PURCHASER** by registered mail that a thirty (30) days deadline is given to him to pay all sums due. Should **THE PURCHASER** fail to comply with this summons, **THE ARTIST** will be entitled to keep, in addition to **THE ARTWORK**, all sums previously given by **THE PURCHASER**.

5.6 All sums due at maturity carry interest at the cumulative rate of 1 % (one percent) per month, namely 12 % (twelve percent) annually.

6- SHIPPING, HANDLING AND INSURANCE COSTS

If applicable, all packing, insurance and delivery costs of **THE ARTWORK** are payable by **THE PURCHASER**.

7- CARE AND MAINTENANCE

7.1 As soon as **THE PURCHASER** is in possession of **THE ARTWORK** he becomes responsible for its conservation including all charges inherent to its care and maintenance. **THE PURCHASER** is declaring to have received said **ARTWORK** in good condition and acknowledges the fact that he does not have the right to make changes to **THE ARTWORK** either in full or in part.

7.2 **THE PURCHASER** hereby commits to care and maintain the condition of **THE ARTWORK** by adopting attitudes and actions likely to ensure optimum environment for perennality.

7.3 **THE PURCHASER** hereby commits to informing **THE ARTIST** when and if **THE ARTWORK** must be restored so that he can be involved with the project and be able to convey information and/or techniques necessary for the restorer to have a good comprehension of **THE ARTWORK**.

7.4 In the case where **THE ARTWORK** was not delivered to **THE PURCHASER** at the signing of the contract, it shall be remitted to him on the _____(date) and **THE PURCHASER** undertakes to sign a receipt specifying the state of the work.

8- ACCESS TO AND BORROWING OF THE ARTWORK

8.1 **THE PURCHASER** shall give **THE ARTIST** access to and allow the borrowing of **THE ARTWORK**, so **THE ARTIST** can exercise her copyright.

8.2 A notice of at least 15 (fifteen) days shall be given by **THE ARTIST** to **THE PURCHASER** prior to the date of access or borrowing. This notice will have to inform **THE PURCHASER** of the length of the loan and the modalities.

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- 8.3 When required, **THE ARTIST** undertakes to pay packing, insuring and transportation fees of **THE ARTWORK**, as well as to assume partial or total loss of said **ARTWORK** as long as she has it in her possession.
- 8.4 The access and borrowing should be allowed to **THE ARTIST** without monetary consideration while **THE ARTIST** commits to exercise her right within reasonable limits.
- 8.5 Unless otherwise specified by **THE PURCHASER**, **THE ARTIST** hereby commits to making sure that **THE PURCHASER** is identified as the legal owner of **THE ARTWORK** in any exhibit it will be borrowed for and in any catalogue where it may appear.
- 8.6 **THE ARTIST** hereby acknowledges that a quality reproduction was done of her **ARTWORK** for the purpose of exercise of copyright, other than her right of exhibition.

9- RESALE RIGHT

- 9.1 **THE PURCHASER** hereby commits to notify in writing **THE ARTIST** or her successors in title of intent to resale or transfer **THE ARTWORK** to a third party within thirty (30) days of the sale. The notice will indicate the name of said party and his address and telephone number. The Purchaser will notify the third party that **THE ARTIST** has reserved all its copyrights, particularly the right of exhibition including a right of access to **THE ARTWORK**.
- 9.2 In case of resale or transfer of the artwork, The Purchaser undertakes to remit to **THE ARTIST** or her successors five percent (5%) of the price obtained upon this resale or transfer.

10- DISPUTE SOLVING

- 10.1 The parts hereby commit to make all possible and reasonable efforts to solve any disagreement relating to the present contract or arising from its interpretation or application by way of mediation in accordance with the procedure described in articles 1 to 7 and in the Book VII of the Code of Civil Procedure of Quebec, as specified in the Law instituting the new Code of Civil Procedure (bill No 28).
- 10.2 If the parties have not reached an agreement in the sixty (60) days following the appointment of the mediator, one of the parties will be able to resort, if necessary, with the Courts of common right. They thus expressly give up the application of article 37 of the Law on the professional statute of the artists of visual arts, the trades of art and the literature and on their contracts with the diffusers.

Page 5/...

INITIALES : Client _____ Artiste _____

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11- LAWS AND JUDICIAL DISTRICT

This contract is governed by the laws of Quebec. The parties elect domicile in the legal district of Montreal.

12- SIGNATURES

This contract and its appendices if necessary constitute the entirety of the agreement between the parties. Any modification or any amendment to said contract will have to be evidenced in writing by the parties.

13- SIGNATURES

Le présent contrat et ses annexes le cas échéant constituent l'intégralité de l'accord intervenu entre les parties. Toute modification ou tout amendement de celui-ci devra être constaté par écrit par les parties.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN DUPLICATE IN MONTREAL, THE _____, 20____

THE ARTIST

France TRUELLE

THE PURCHASER

XXXXX XXXXX

INITIALES : Client _____ Artiste _____