

TheBROOSE Museum
www.broose.com

THIS AGREEMENT made and entered into this ____ day of October, 2018, by and between Broose Dickinson ("Artist/Lendee"), and _____ ("Purchaser/Lender"), hereby describes the terms under which Artist shall sell work based on the condition subsequent to sale:

WHEREAS, Artist created the Work and continues to hold copyright ownership and title interest therein and

WHEREAS, Artist wishes to sell the Work, and

WHEREAS, Purchaser has viewed the Work and wishes to purchase it and

WHEREAS, Artist wishes to display the Works in an exhibition scheduled for the year 2020.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **PERIOD OF LOAN:** The period of the loan shall be from September 2020 to November 2020.
2. **LOCATION OF THE EXHIBITION:** The Exhibition will be held at the Tate Modern, London.
3. **TITLE:** Title shall officially pass to Purchaser at the end of the loan period, which shall be at the conclusion of the future exhibition of this Work.

TERMS AND CONDITIONS

1. Description of Work. The Artist describes the Work as follows:

Title: Artist Collector Card #____

Medium: inkjet print on paper hand cut to Size

Size: 2.5" x 3.5"

Mounting: Snap Design Trading Card Holder

Year of Creation: 2010

Signed by Artist: No

2. Sale. The Artist hereby agrees to sell the Work to Collector. Title shall pass to the Collector at such time as full payment is received by the Artist pursuant to Paragraph 4 hereof.

3. Price. The Purchaser agrees to purchase the work for the agreed price of \$_____ under the condition that the Collector agrees to loan the Work in the year **2020** for a period of two months for an art exhibition. Purchaser, purchaser's heirs, or heirs at law, may be given notice upon which delivery of Work must be fulfilled to the specified location provided by Artist.

4. Payment. Payment shall be made in full prior to the signing of this agreement.

5. Delivery. The Work shall be delivered by post upon the signing and return of this agreement.

6. Risk of Loss and Insurance. The risk of loss or damage to the Work and the provision of any insurance to cover such loss or damage shall be the responsibility of Purchaser from the time of Delivery. Purchaser will provide the Lender a certificate evidencing such insurance coverage and expressly naming the Lender as an insured party.

7. Copyright and Reproduction. The Artist 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 notice: © Broose 2010

8. Care, Preservation, and Exhibition. The Works will receive the same degree of care that Purchaser gives comparable property of its own. Precautions will be taken to protect the Work from fire, theft, mishandling, dirt, and insects, and from extremes of light, temperature, and humidity while in the Purchaser's custody. Evidence of damage while in the Purchaser's custody will be reported immediately to Artist.

9. Miscellaneous. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by 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 Texas.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Artist Name
Broose Dickinson

Purchaser Name

Artist Signature

Purchaser Signature