

♥ COLLECTOR PURCHASE AGREEMENT ♥

I, Gillian Keller, and Collector _____ agree to the following terms of sale for my original artwork _____

NOTE Should a purchase be made online *without* communicating with the artist or signing this agreement, *the purchaser/collector has agreed to the following terms by default.*

1. CONNECTION CALL

Prior to payment and shipment-

I love to get to know my customers, who will be enjoying my art for years to come! We will also make sure we are on the same page regarding shipping, logistics, etc. as outlined below:

2. PAYMENT

- Artist provides invoice detailing the costs
- Shipping quote from FedEx prior to shipment and payment
- Payment will be collected in full prior to shipping
- **All sales are final**- No refunds or exchanges unless packaged artwork incurs damage
- **HOLDS** - If the collector pays but does *not* sign this contract or communicate with the artist about shipment *within 30 days of sale*, the artwork will be **held for 90 additional days and then be placed back on the sale market, if no communication is achieved in the additional 90 days**. Please reach out via 415-297-7456 or gilliankeller05@gmail.com to communicate with the artist re: shipping logistics.
- Returned packages will have to be shipped again, billed to the collector
- Additional fees will be applied for returned packages - for the artist to unpack, inspect artwork for damages, and re-package the art.

3. SHIPPING

Artist provides:

- Well constructed box containing well protected, wrapped, secured artwork
- Insurance up to \$3,000
- Adult Signature required
- Tracking and estimated arrival date provided same day

Collector must provide:

- Payment for shipping (if art is framed - no payment required for unframed artwork)
- Shipping address
 - Specify if this is a home address or business
 - Specify a gate code

- Name, phone number, and email address of the person receiving the shipment
 - If this is not the collector, (ie assistant or other) please connect me with them directly for logistics.
- Confirm willingness to track the package and anticipate delivery
- Confirm availability to receive the package (3 attempts)
- Recipient confirms receipt of the artwork and confirms safe delivery / no damage
Collector is solely responsible for managing these logistics after the artwork has been shipped and tracking is sent to the collector.

4. SHIPPED PACKAGE HELD FOR PICKUP

Collector agrees that:

- Pickup person has ID matching the address on the package
- Pickup person will safely transport artwork
- Pickup person or collector confirms receipt of the artwork and confirms no damage

5. RETURNED PACKAGES

Collector agrees that:

- Re-shipping fee equal to the original shipping fee will be paid by collector
- Additional artist handling fee will be applied which includes
 - Opening package
 - Inspecting for damage
 - Re-packing and re-shipping
 - Transportation to nearest FedEx location
- This additional fee ranges from \$100-\$200 depending on the size and complexity of this matter.

6. RE-SHIPMENT

The Collector agrees to abide by the aforementioned agreement, and we try again in good faith.

7. DAMAGED PACKAGES

Artist agrees to

- Collect on insurance if possible
- Rectify the situation within reasonable time period
- Offer partial or full refund to the customer if damage is irreparable

This contract exists to protect the artist and the collector.

I have never had a package lost or damaged, however I *have* had clients fail to pick up their packages, and had them returned to me. **I care deeply about the safety of my artwork, and this contract confirms that the collector agrees to honor that, by taking on responsible receipt of their package.**

GILLIAN KELLER _____ DATE _____

ARTIST

COLLECTOR _____ DATE _____

(PRINT & SIGN)

♥ ARTIST USE AGREEMENT ♥

I, *Gillian Keller*, and Collector _____ agree to the following terms of sale-

ARTIST USAGE

The artist retains sole right to reproduce the image purchased for selling prints, advertising, social media monetized content creation, and creating resale products.

The collector recognizes the artist has the SOLE right to reproduce this image.

The collector agrees that they will not use this image to market their own content, sell reproduction images, or use the image in print, blogs, or monetary content for social media influencing.

This restriction applies only to the image used by itself.

This excludes videos or photos of a content creator / collector posed with the artwork.

The TDLR:

Buying original artwork is not equal to licensing the artwork for profit or business purposes, which I do not do.

If you're taking a selfie with the art in the background, no problem. If you use the image of the art alone as, for example, a way to promote your own company, this is not allowed since this is not licensing. ***Sharing the artwork is always appreciated, but please do not affiliate my image with your company for marketing purposes without permission.***

GILLIAN KELLER _____ DATE _____
ARTIST

COLLECTOR _____ DATE _____
(PRINT & SIGN)

♥ COLLECTOR INFORMATION ♥

NAME: _____

PURCHASE DATE: _____ COMMUNICATION: YES NO HOLD: YES NO
Artwork will be held for 90 days from _____ and **will be put back on the sale market within 90 days** of said date unless communication is made with artist.

SHIPPING ADDRESS:

HOME OR BUSINESS ADDRESS? _____

GATE CODE: _____

ADDITIONAL DELIVERY INSTRUCTIONS:

PHONE NUMBER (FOR FEDEX DELIVERY):

EMAIL ADDRESS:
