

# ♥ COLLECTOR PURCHASE AGREEMENT ♥

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

## 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
- 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. 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 CONTACT INFORMATION ♥

NAME: \_\_\_\_\_

SHIPPING ADDRESS:

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HOME OR BUSINESS ADDRESS? \_\_\_\_\_

GATE CODE: \_\_\_\_\_

ADDITIONAL DELIVERY INSTRUCTIONS:

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PHONE NUMBER (FOR FEDEX DELIVERY):

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EMAIL ADDRESS:

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