

PURCHASE AGREEMENT

This Purchase Agreement (“**Agreement**”) is dated as of the last dated signature below (“**Effective Date**”) and is made by and between _____, on behalf of the The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College, (“**Union**”) and the seller(s) set forth below (collectively, the “**Seller**”) of the work(s) listed below (individually or collectively the “**Work**”). This Agreement represents the entire understanding of **Union** and the **Seller** concerning the sale of the Work and supersedes all other/prior agreements. The Seller agrees to the terms on the attached **Conditions of Sale** and that this Agreement may not be modified or amended, except in writing signed by both parties.

Description of the Work

Artist: _____

Artist’s nationality: _____

Artist’s birth and death dates: _____

Title: _____

Title of series/portfolio (if applicable): _____

Date(s): _____

Medium: _____

Dimensions (H x W x D inches): _____

Framed dimensions (if applicable, H x W x D inches): _____

Value/purchase price: _____

Additional information: _____

Seller Information

Seller Name(s): _____

Address: _____

Phone: _____ Email: _____

Copyright Information (If known. If same as artist, please note that fact below.)

Copyright Holder: _____

Address: _____

Phone: _____

Email: _____

CONDITIONS OF SALE:

1. Sale: The Seller hereby sells the Work to Union, and Union hereby purchases the Work from the Seller, subject to the terms and conditions set forth in this Agreement. Seller does hereby grant and assign to Union, without restrictions or limiting conditions, the entire right, title and interest in the Work. Unless otherwise expressly stated herein, the conveyance of the Work to the Union shall not include conveyance of the copyright to the Work, which shall remain the sole property of the Copyright Holder, as identified above.

2. Purchase Price and Manner of Payment:

The purchase price of the Work is \$ _____.

Union will pay the Seller as follows: (method of payment and date):

_____.

3. Sales Tax: Union is exempt from paying sales tax in the state of _____.

4. Seller's Representations, Warranties, and Indemnification:

Seller represents and warrants that: (1) the Seller is the sole proprietor of all rights in and to the Work; (2) the Work is original and contains no material from other copyrighted or unpublished works unless it is used with the written consent of the copyright owner and of the owner of any other right(s) to or in such other works; (3) the Work does not violate or infringe any personal or property rights of others, whether common law or statutory; (4) the Work contains nothing libelous or contrary to law; (5) the Seller has not transferred, licensed or otherwise granted any rights of any kind in the Work to any other party; (6) the Seller has full power and authority to enter this Agreement; and (7) if applicable, the exportation of the Work from any foreign country has been in conformity with the laws of that country and its importation into the U.S. has been, or will be, in conformity with the laws of the U.S. The Seller indemnifies Union for a full refund of the purchase price, all legal fees, and other expenses incurred by Union in the event the Seller breaches any representations or warranties. The benefits of the representations, warranties, and indemnities contained in this Agreement shall survive completion of the transaction listed in this Agreement. In addition, to the extent any applicable law or

treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Donor has in the Work, the Donor waives those rights as to Union, its successors, licensees or assigns.

5. Title: Transfer of title of the Work and risk of loss shall pass from the Seller to Union upon:

- upon arrival at Union.
 upon payment received.

If the Work has not been transported at the time payment is received and remains under Seller's care, custody, and control, the Seller shall maintain insurance coverage on Work until such time as the Work is shipped and transit insurance is in place.

6. Expenses: All expenses, including packing/crating, shipping, and insuring (during transit for direct physical losses at an agreed upon value) for the Work to be moved to Union will be incurred by:

- Seller.
 Union.
 Other/combination, explain:

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7. Documentation: The Seller shall give Union copies of any/all documentation relating to the Work, including ownership history (provenance), copyright information, display and exhibition history, and restoration or conservation of the Work with this Agreement.

8. Installation Details: The Seller shall give Union written instructions and information about past, current, and future installations of the Work with this Agreement. If no installation details are provided, the Seller agrees that Union shall use its good faith judgment to determine an appropriate installation plan.

9. Archival Master for Time-Based Media and Digital Art: If applicable, the Seller shall provide Union with an Archival Master made from the Artist's Master (supervised by the Artist or the Artist's representative) to be in the same format as the Artist's Master with this Agreement.

10. Preservation Copies of Time-Based Media and Digital Art: If applicable, the Seller agrees that Union shall have the right to make copies and migrate media to new formats for the purpose of long-term preservation.

11. Fair Use for Educational Purposes. For avoidance of doubt, Union is part of a nonprofit educational institution whose nonprofit educational activities constitute fair use under the Copyright Act, 17 U.S.C. § 107. Encompassed in this fair use is the right to make and

distribute copies of the Work, in physical or digital formats, for educational purposes including but not limited to the following:

- a. Use or display in classroom teaching contexts, both in person and virtual/online.
- b. Online and in person exhibition and archival purposes.
- c. Social media platforms in furtherance of the institution's nonprofit educational mission and programs.

12. Confidentiality: Neither the Seller nor Union shall disclose the purchase price or other terms of this Agreement to any third party (except Union's advisors or consultants) without the other's written consent, except as necessary or as may be required by law. The terms of this paragraph shall survive the transfer of title and/or termination of this Agreement for any reason.

IN WITNESS THEREOF the Seller and Union have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College		<i>Seller</i> _____
<i>Union College</i>		
<i>Signature</i> _____		<i>Signature</i> _____
<i>Print Name</i> _____		<i>Print Name</i> _____
<i>Title</i> _____		<i>Title</i> _____