Diana*

**[insert date]**

SALE AGREEMENT

**[Insert client name]**

**[Insert client address]**

Diana
Via San Calocero 25
20123 Milano, IT

THE ARTWORK ("THE WORK"):

**Merlin Carpenter** *After John Hoyland 20.4.66, 2009*, 2017

Cardboard, plastic, and acrylic on canvas 231x 299 x 5.5 cm



The above Work is sold to the purchaser, ('the Client') on the understanding that for the Work to remain authentic as an artwork the painting beneath the outer surface of the Work (the "Painting") must remain in its fully wrapped state until John Hoyland's (1934-2011) potential copyright in this underlying Painting, as accorded protection under prevailing UK copyright law, ceases to subsist. According to current UK copyright law, the Painint can only be unveiled on 31st December 2081 (i.e. 70 years from the end of the calendar year of John Hoyland's death). In other words, unveiling the Painting (even if inadvertently) by removing the cardboard and plastic wrapping before the end of the copyright term would be akin to permanently damaging or destroying the Work. If this were to happen the Painting must be physically destroyed immediately without any record being made of this process. The artist, Merlin Carpenter (the "Artist") reserves his legal rights (to the fullest extent permitted by law) to prevent in such circumstances the sale, display or reproduction of the Work.

The term of copyright protection currently afforded to artistic works under UK law may be revised, so the date on which the Painting may be unveiled may be subject to change. However the Painting must stay wrapped at least until December 2081 even if the term of protection is reduced. On 31st December 2081, or on later date if the term of copyright protection is so extended, the Work should be unwrapped. At this point, the underlying painting becomes the Work, and the wrapping is no longer part of the Work.

Throughout the term of copyright protection, the Work can to be re-taped or repaired as necessary even if this subtly alters the surface appearance of the Work.

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**The Client is required to transfer the obligations set out in this sale agreement to any subsequent purchaser of the Work. A new sales agreement will be issued by the artist Merlin Carpenter or his Estate upon request.**

**This agreement is governed by English law and jurisdiction.**

ACCEPTANCE OF CONDITIONS OF SALE

I CONFIRM my acceptance of the artist's conditions of sale and instructions set out above as part of the purchase of the Work.

…….. Date
Purchaser

…….. Date
Diana

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