

# How to Sell Art Like an Artrepreneur

Cover Art by Pierre-Paul Pariseau



# Welcome Artrepreneur!

The digital age has created unprecedented access and opportunities for artists to sustain a creative career. A decade ago, the art market was very different. A collector in Paris would only know about the auctions or gallery exhibitions in New York if they were on the mailing list. Now, buying art is within the reach of just about everyone with only a few clicks of the mouse.

The internet has opened up significant opportunities for selling art directly to buyers without the need for physical galleries. However, to capitalize on these opportunities, you need to do more than create your art. You must understand the complexities of your market of potential buyers and collectors.

What are their motivations? Where do they live? How should you price your work? How can you stand out from the crowd?

Creating art is a journey. So is selling it. Even the most talented artists can struggle to sell their work. Unfortunately, there's no single path or guaranteed step-by-step approach to success as a fine artist. We wish there was.

This eBook is designed to guide you on your journey to sell art online. It builds on your understanding of the business of art to help you ask the right questions and have the tools and skills you need to find your path to success.

We'll focus on how to make the most of those few seconds you have to make an impression online, how to engage your audience, and manage sales. Chockful of essential best practices, illustrative examples, and go-to resources, this eBook can take your creative career to the next level.



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# Where to Sell Your Work Online

## Online Art Marketplaces vs. a Personal Store

There are two primary ways to sell your work online: through a personal store, usually on a personal or company website, or in an online art marketplace, where you are one of many artists selling work. At first glance, most artists would probably prefer selling from their own store since there is no competition and they would have full control over how their site looks and feels. Plus, there are no commissions on sales, so artists can keep all the profits.

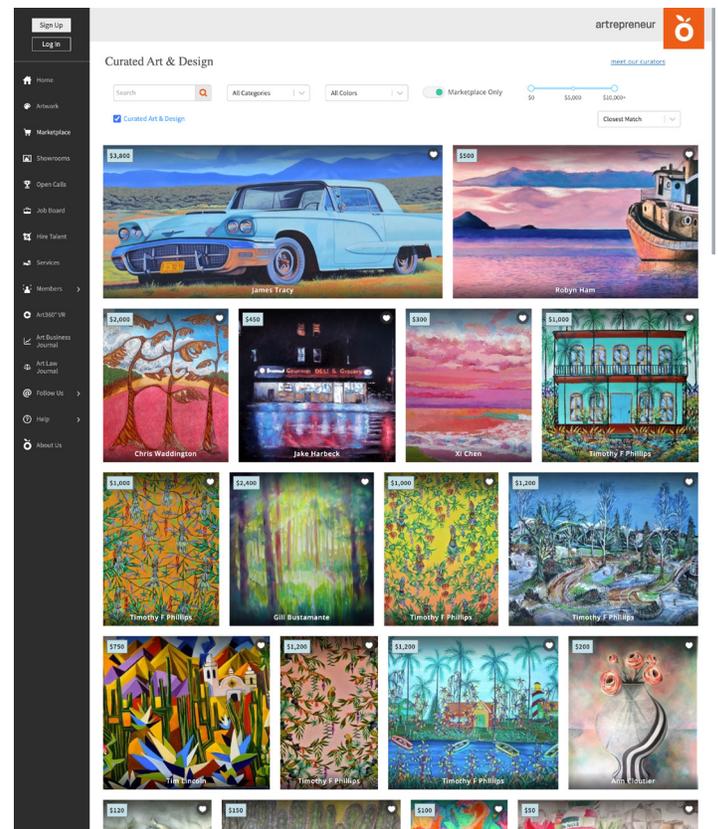
However, there are also downsides for you when selling through your own store that doesn't exist when selling through an online art marketplace. Here are a few things to consider before deciding to use an online art marketplace, a personal website, or both when selling your art online.

### DEVELOPMENT TIME AND COSTS

Building a personal site can be costly and take significant development time to get up and running properly. While website platforms, like Shopify, have made creating personal or company websites a lot easier, that doesn't mean building one is easy. If you have the necessary skills you can build the site yourself, otherwise, you may need to hire a web developer.

The average web developer hourly rate is around \$80 but those rates can vary wildly. On the bright side, you won't need to hire a developer from your local area as website development can easily be done remotely.

Many developers will also charge a monthly maintenance fee to maintain and update your store. Future changes may also require paying the developer additional fees. If you do hire a



Online art marketplaces may be more competitive than a personal store but are easier to manage while attracting more potential buyers and collectors.

developer, be sure that the process for adding and removing art is simple and can be done by you without the help of the developer.

An online marketplace, on the other hand, will get your artwork out for sale faster. The process is usually simple with minimal setup fees, if any, and doesn't require the need for a developer. Uploading or removing artwork and changing the artwork details is pretty straightforward. However, you won't have much control over the look and feel. As well, some online art marketplaces only allow works over a certain price and may have high sales commissions, increasing the costs of membership over time.

However, as will be discussed later, those costs must be weighed against access to a larger market of potential buyers and collectors.

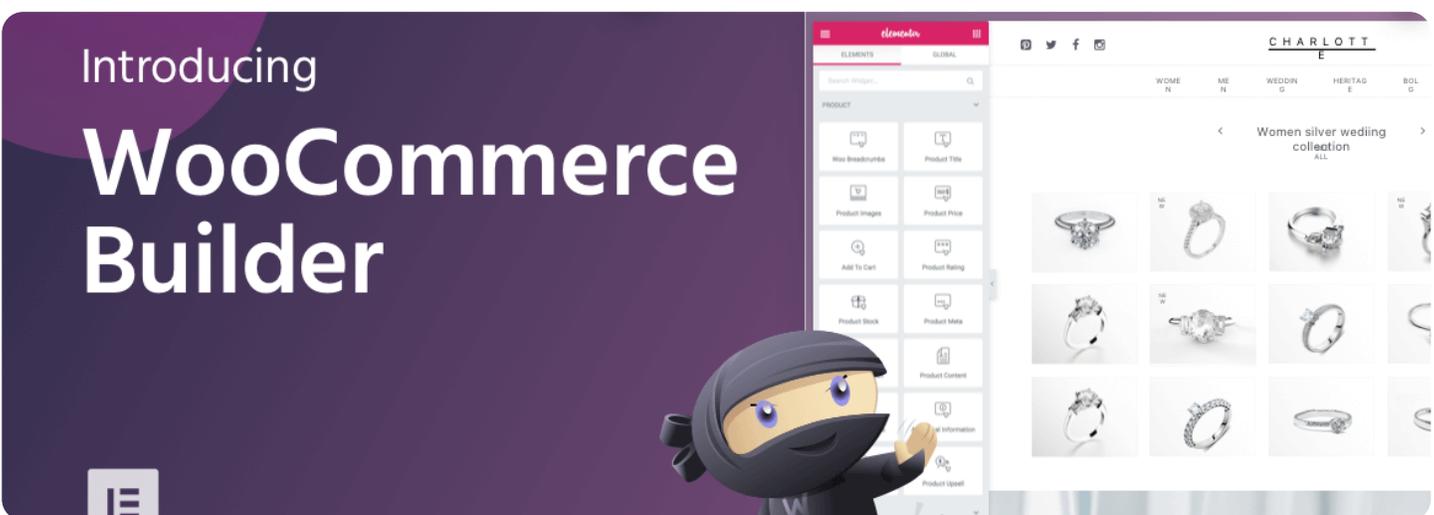
## ECOMMERCE FEATURES

There are several robust eCommerce solutions for personal stores. Connecting to a secure

merchant account, such as Stripe, so that buyers can pay with a credit card, allowing customer account logins and guest checkout, one-click refunds, inventory and order management, email templates, and customer notifications, are just a few of the features that customers expect from an online store.

The breadth of features depends upon the platform. WooCommerce for WordPress is one of the most feature-filled eCommerce solutions with dozens of add-ins that can enhance the user experience and make it easier for you to manage sales and connect with customers. However, while having an abundance of features, WooCommerce will be more difficult to deploy than a simpler platform, like SquareSpace, with longer development times and costs.

Shopify is a favorite for many artists because it has a variety of features and is relatively simple to build and maintain. However, its simplicity also means that there are limited options as compared to WordPress.



An online art marketplace is generally simpler with a limited number of features as compared to a personal store but for many artists, simpler features are sufficient to sell their work. Many advanced features, such as inventory management or tax reporting, are only important when selling hundreds of items. An online art marketplace will be a more streamlined experience for both the artist and the customer. Plus, the shorter development and maintenance time required when using an art marketplace to sell your artwork will leave you free to create new artwork, not paperwork.

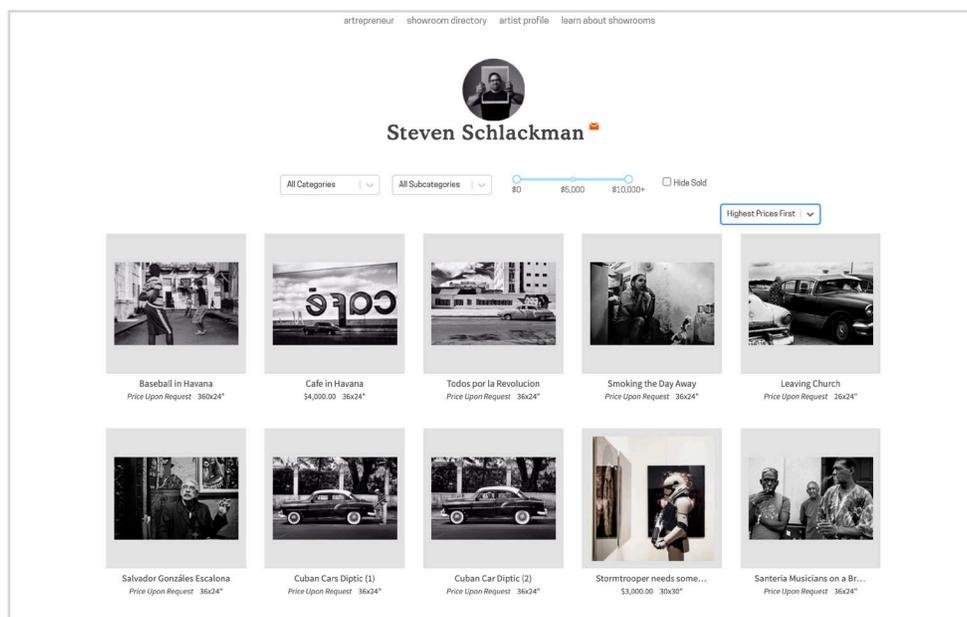
In a personal store, you are solely responsible to ensure that all parts of the buyer's transaction are carried out properly, including any returns or refunds. As you will see later, you will also need to create legal documents, such as contracts. These are usually built into the sales process of an online art marketplace.

Before deciding on which platforms are best

for you, make a list of features from each site and mark ones that you feel are critical, nice-to-have, or are not needed for selling your art online. Consider the amount of art you expect to initially add to the store, how much additional inventory you will be adding regularly, and how many pieces you expect to sell each month.

If an online art marketplace or personal store solution doesn't have what you need, you can cross it off your list. Then evaluate the nice-to-have features against the pricing and complexity of getting your store up and running to finalize a list of sites that you will use.

There is no reason you cannot build your own website and add your work to multiple online art marketplaces. However, it still pays to spend some time looking at the features so you can select the ones that are best for your needs.



Try an Artrepreneur Showroom for your personal store.

# Search Engine Optimization (SEO)

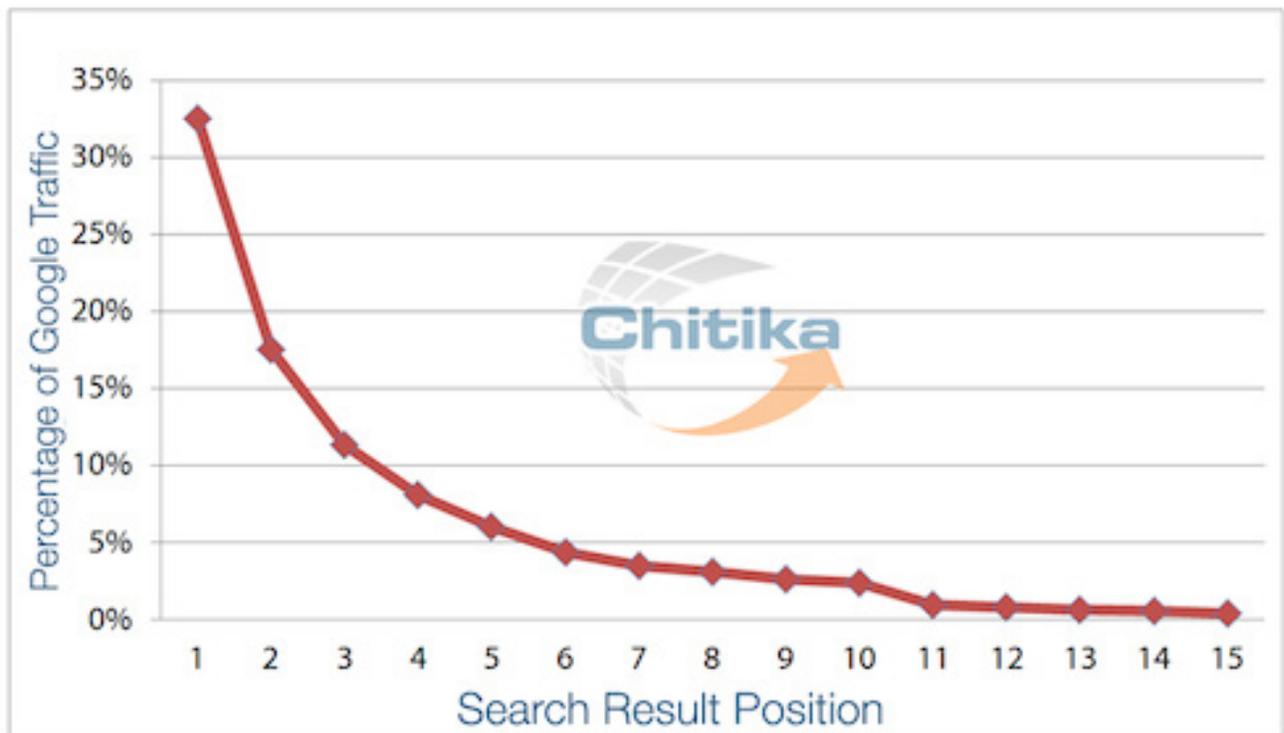
## Build an Audience Organically

One of the biggest challenges you will face in selling your art online will be driving new customers to your online artwork pages. The marketing strategies that you use will be similar for each sales platform because the marketing channels, such as social media or paid ads, are not site-specific. They will work for any site showing your work online.

One strategy, however, that is tied directly to your site is Search Engine Optimization (SEO). Whenever a user conducts an online search from sites like Google and Bing, the search results are the product of sophisticated

algorithms designed to ensure that the results are the most relevant to whatever question is being asked. If you search for a Thai restaurant, the results of your search will include Thai restaurants near your location.

The goal of SEO is to use what we know about the search engine's algorithms to maximize the potential for a web page to appear as one of the results. The closer a web page shows up near the top spot, also known as rank, the more likely it will be clicked. In fact, around 90% of users never make it past the 3rd page of a search result.



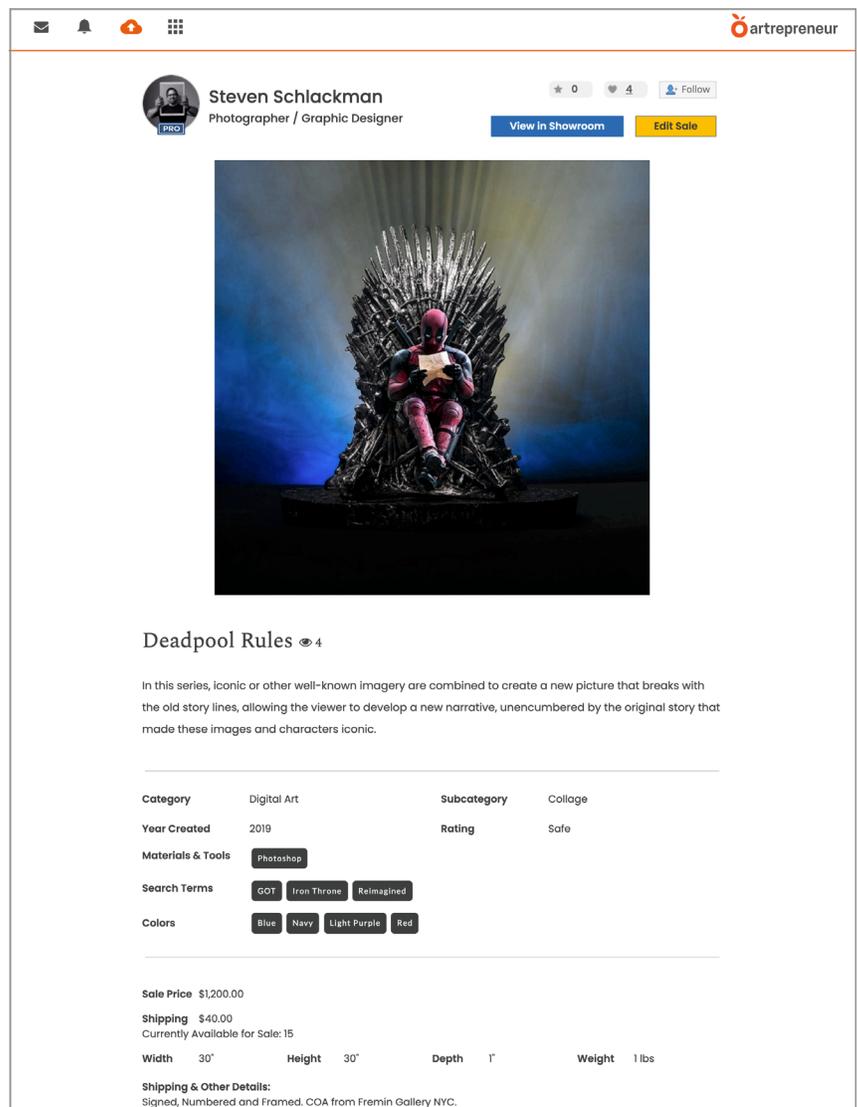
The higher the position your webpage ranks in a search result, the more likely the person searching will click on it. This graph shows the dramatic dropoff for each position in a search result.

For artists, the specific goal of SEO would be to have ranked for any searches in which your artwork pages are the most relevant answer. You don't need to rank for every search related to art, only those that are relevant to where your work is most likely to get clicked if it shows up in the results.

## SEO CAN BE DIFFICULT FOR A PERSONAL SITE

Learning SEO is a big topic and can be very time-consuming. It is certainly too big to tackle in this eBook, but there are a few things you should be aware of regarding SEO to help you when choosing personal sites vs. online art marketplaces. There are thousands of indicators that a search engine uses to decide on ranking, such as visitor traffic, the number of pages on the site, how often the site is updated, how long a visitor spends on a site, and the number of pages the average visitor looks at for each visit.

Given these factors, an online marketplace has a clear advantage over a personal store. Online art marketplaces have more of the factors that the search algorithm looks for. Instead of a few dozen



The screenshot shows a profile for Steven Schlackman, a Photographer / Graphic Designer, on the art marketplace 'artrepreneur'. The profile includes a 'View In Showroom' button and an 'Edit Sale' button. Below the profile is a large image of a Deadpool figure sitting on the Iron Throne from Game of Thrones. The listing title is 'Deadpool Rules' with 4 likes. The description reads: 'In this series, iconic or other well-known imagery are combined to create a new picture that breaks with the old story lines, allowing the viewer to develop a new narrative, unencumbered by the original story that made these images and characters iconic.' The listing includes a table of metadata:

Category	Digital Art	Subcategory	Collage
Year Created	2019	Rating	Safe
Materials & Tools	Photoshop		
Search Terms	GOT Iron Throne Reimagined		
Colors	Blue Navy Light Purple Red		

Below the table, the listing provides pricing and shipping information: Sale Price \$1,200.00, Shipping \$40.00, and 'Currently Available for Sale: 15'. Dimensions are listed as Width 30", Height 30", Depth 1", and Weight 1 lbs. Shipping & Other Details include 'Signed, Numbered and Framed. COA from Fremin Gallery NYC.'

Be sure that your artwork pages have sufficient detail for search engines to rank your work.

works on your site, an online marketplace can have 10,000 or more with new artworks being added every minute, and thousands of daily visitors viewing multiple works on each visit.

Plus, an online marketplace will have significantly more resources to dedicate to SEO implementation than you will. (This is why Amazon shows up in searches so often). To illustrate this point, type "Sell Original Art Online" into Google and review the results. You'll see that all the results are for articles on major blogs and online marketplaces.

By joining an online art marketplace, you can also benefit from that site's SEO, increasing your chances of being seen by art buyers and collectors that would be difficult to reach through your own personal store. Also, an online art marketplace employs many other methods to generate traffic, such as paid advertising, social media marketing, magazine ads, and more.

The obvious downside is that you will be competing with many other artists. You won't have that competition in your personal store but without a good SEO strategy, you may not receive much traffic, leading to little or no sales.

One word of caution, however. Search engines don't see the content of an image. In order for it to understand the image, i.e content, colors, style, medium, etc, it looks at the information available on the page, such as a description or title. It may also look at other pages that your artwork page is linked to, such as your bio or profile information. For example, if your bio states that your work is photography and your bio page are linked to your art page, the search engine can use that information to determine that the artwork images are photographs and not paintings.

Important: To take advantage of SEO, you should provide as many details about you and your work as possible.

When considering which art marketplace to join or choosing an eCommerce solution for



To learn more about SEO, check out this free resource from Search Engine Journal.

your personal store, be sure that you can add detailed information to your artwork, portfolio, and bio pages.

Make sure that titles, descriptions, sizes, pricing, locations, copyright information, personal summary, client information, or other details have their own fields, not just a single text box. This will help Google better understand the content.

## COMMISSIONS ON SELLING ARTWORK

The downside of an art marketplace can be the high commissions. This is the money or “cut” the site takes for having hosted or promoted your work. The average online art marketplace commission is around 40%, although commissions can vary dramatically.

Online commission rates can be as high or even higher than a gallery that has a physical space. The commission from your sales pays the rent, provides money to promote and market the reach of its artists, funds booth costs and travel at art fairs, or provides the advertising dollars to attract people to art exhibitions.

You’ll have to decide whether the commission for an online marketplace provides enough benefit so you don’t feel like you are just giving your money away. Also, remember that

you also won’t have to pay any up-front costs for the development of your personal store before you even sell any work. You can get your artwork out into the world quickly with little expense and only pay if you sell a work.

Some sites, like Artrepreneur, take a membership fee rather than a commission. You keep all your profit, which should easily offset the monthly fees. You may even be able to use the site as your personal store, avoiding having to develop and maintain your own website.

Still, there are many online art marketplaces to choose from so you should review the commission rates before joining. Do your research and find ones that have the right combination of visitors, artists, fees, and commissions. Be sure that whatever features or services the marketplace provides, it is worth the money.



Don’t just give away your money. Find online art marketplaces that have low commissions.

# Creating an Online Profile That Matters

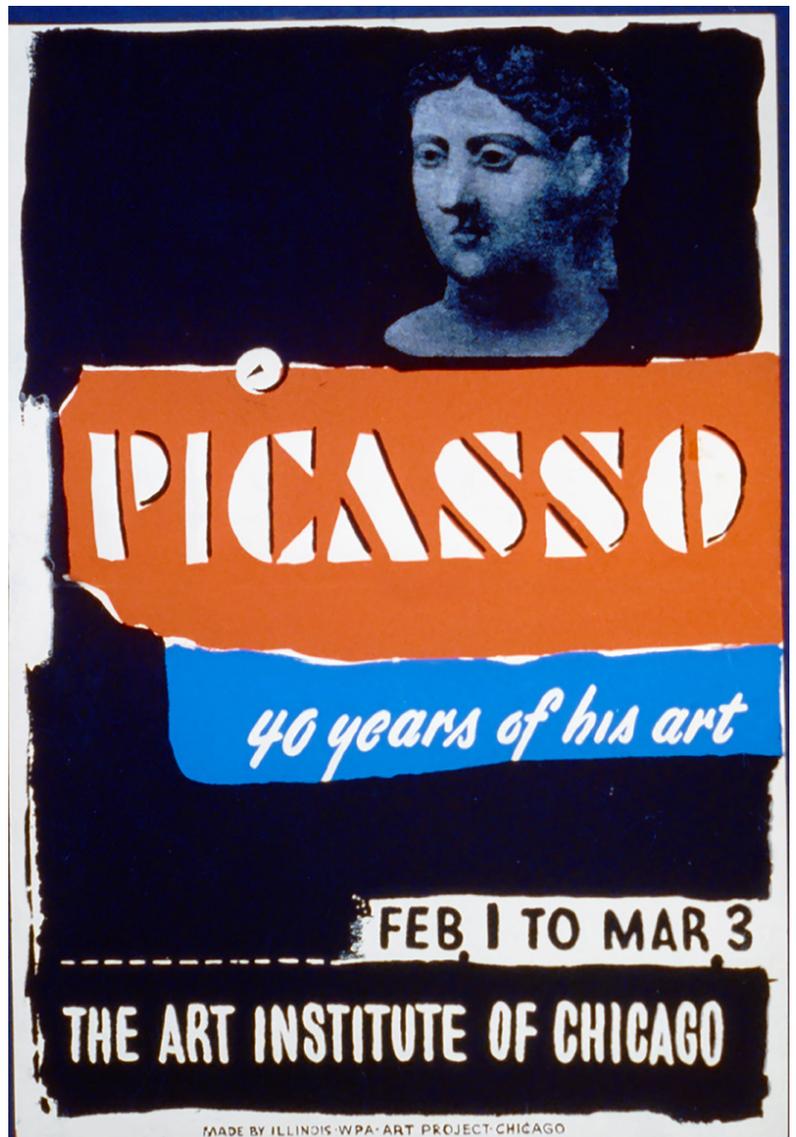
## Tell the World Your Story

It's not easy to write about yourself or your work as an artist. Visual artists communicate through images, not necessarily with the written word. While some artists may purposefully want to avoid explaining their work and leave it up to the viewer to decide, information about you and your work are critical to understanding and marketing it. Crafting what you want to say about it in a compelling and succinct way can take time and effort, but it's well worth it.

The internet has created unprecedented opportunities to reach a global audience along with significant challenges for artists to break through the constant onslaught of information, messages, and notifications clamoring for our attention.

Taking advantage of these new channels to further your career requires being more strategic about marketing your work so you can break through the noise and clutter.

In today's global marketplace, you need to use every edge you can to stand out from the crowd. So, it's critical to communicate about who you are as much as showing what you create.



Pablo Picasso's mastery at storytelling helped him rise above his contemporaries to become one of the world's greatest artists.

A compelling narrative about you and your work will connect with potential buyers and collectors, capturing their attention, which will enable you to increase your engagement with them and hopefully increase your sales.

## GOOD STORIES HELP GENERATE SALES

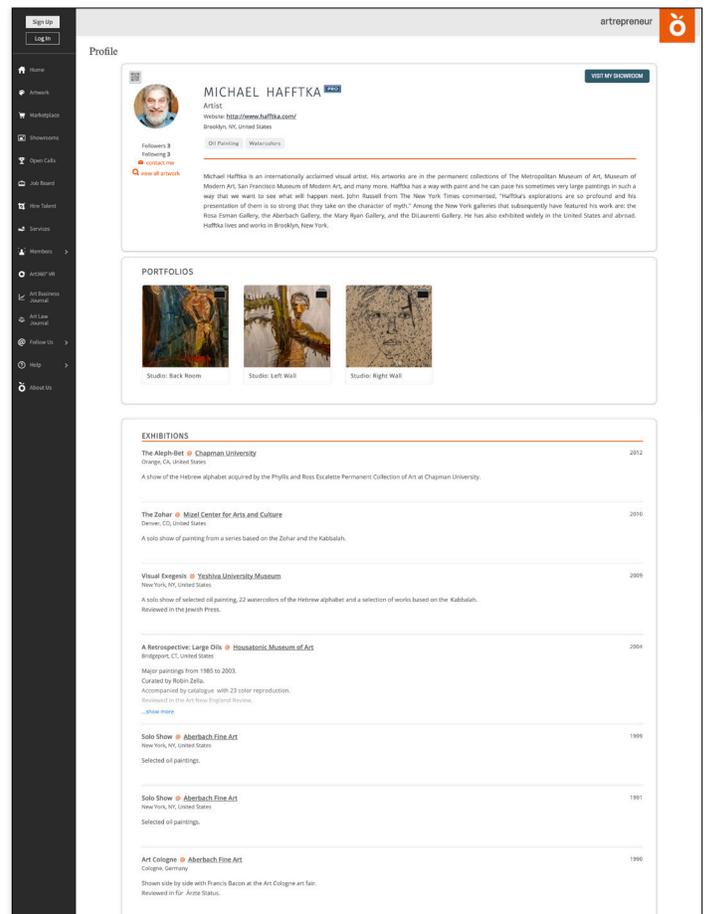
People like stories. The more interesting the story, the more time people will spend reading, listening to or watching them. Just watch visitors at an art museum. You won't find many people looking at most works for more than a few minutes but if a tour guide explains the history and nature of the work, people will be more curious and pay more attention.

It's no different when viewing your artwork online. Your work may be the thing that captures the viewer's attention, but the story will get them intrigued and wanting to know more. An interesting story can:

- Captivate a potential buyer's attention and educate them about the importance and uniqueness of your work.
- Elevate the buyer's discourse about the work with those that admire their purchase.
- Help your audience understand your creative process.
- Show how your experience, background and perspective informs your work.
- Place a value on your work.

## THE DETAILS OF YOUR STORY MATTER

Viewers can become more intrigued with your work when they understand the meaning or intention behind it. This is especially



The more detail you add to your profile, the more likely you will be found on search engines. Click image to view an example from aerial photographer, Antoine Rose.

helpful when there is similarity in style among the work. Educating the viewer on the philosophical and aesthetic choices will make your work more appealing.

**You are important too.** If the buyer doesn't make a purchase immediately, they need to remember you so that they can make a purchase later.

Knowing where you exhibited your work in the past, how long you have been an artist, other types of art you create, your education and training, articles about you, who you have

worked for/with and other highlights of your creative career, help buyers connect with you and your work.

The more buyers know about you, the more likely they will follow you on social media and continue to see more of your work and learn more about you. When they are sufficiently impressed or captivated and are ready to make an art purchase, your work will be top of mind.

***Make it memorable.*** Take advantage of targeting all the viewer's senses. Attach a video or audio clip explaining your work, creative process, or creative philosophy to make your profile more personal and memorable. Make sure your video and audio are high quality. Noisy sound or choppy video may give the impression that you don't care, which can give a poor impression of your work

and how much you care about how it is seen.

***Make it part of your workflow.*** Anything you put out into the world, whether it is a new accomplishment on your resume or CV, uploading a work on Instagram, announcing an exhibition, or even showing unfinished sketches, create compelling narratives that enhance the perception of their work and strengthen your personal brand. Spend time developing your overall narrative. Then, write interesting and informative content that deepens the viewer's understanding of your work. For example, don't say color is a major feature of your photography and then upload black & white images.

***Stories help sell your work.*** Nobody walks into a gallery and purchases a work without talking to the gallerist about it. It is the gallerist that tells the story and closes the

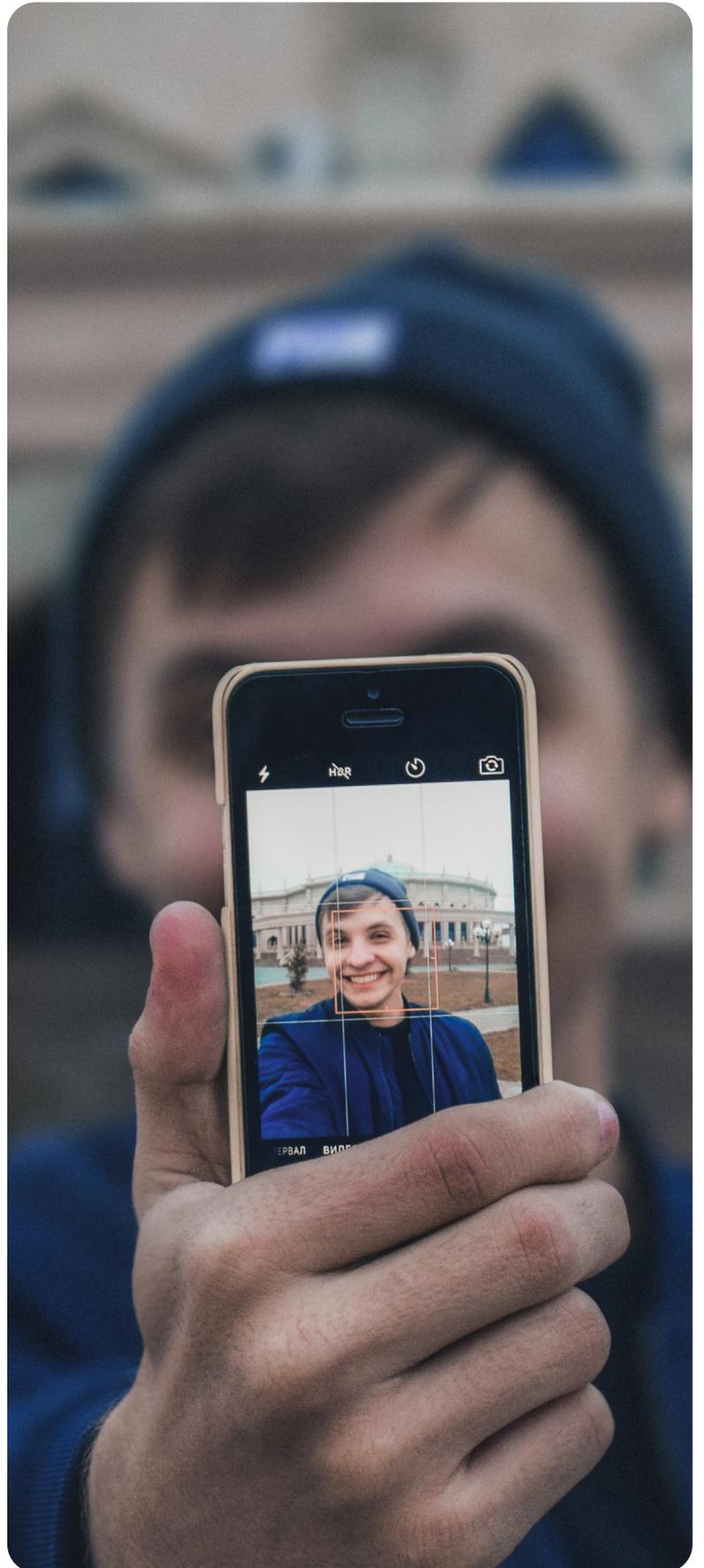


sale. Even though your art is online, you still have to tell the story and close the sale. The sales pitch is just not live and in-person.

Ultimately, your stories replace the gallerist and enhance the likelihood that a potential buyer or collector will pull out a credit card and make a purchase.

***There is no downside to telling a good story.***

Your creative philosophy and personal statement make your work come alive online and will only improve your chances of selling. For every potential buyer sitting on the fence or trying to decide between your work and one from another artist, your story can make all the difference.



Video stories can help replace the traditional role of a gallerist to tell the story of you and your work.

# Don't Devalue Your Art

Striking the right chord when pricing your artwork is tricky. Why? The art you make is personal to you and a product of your deep passion for creating. How do you put an objective price on that?

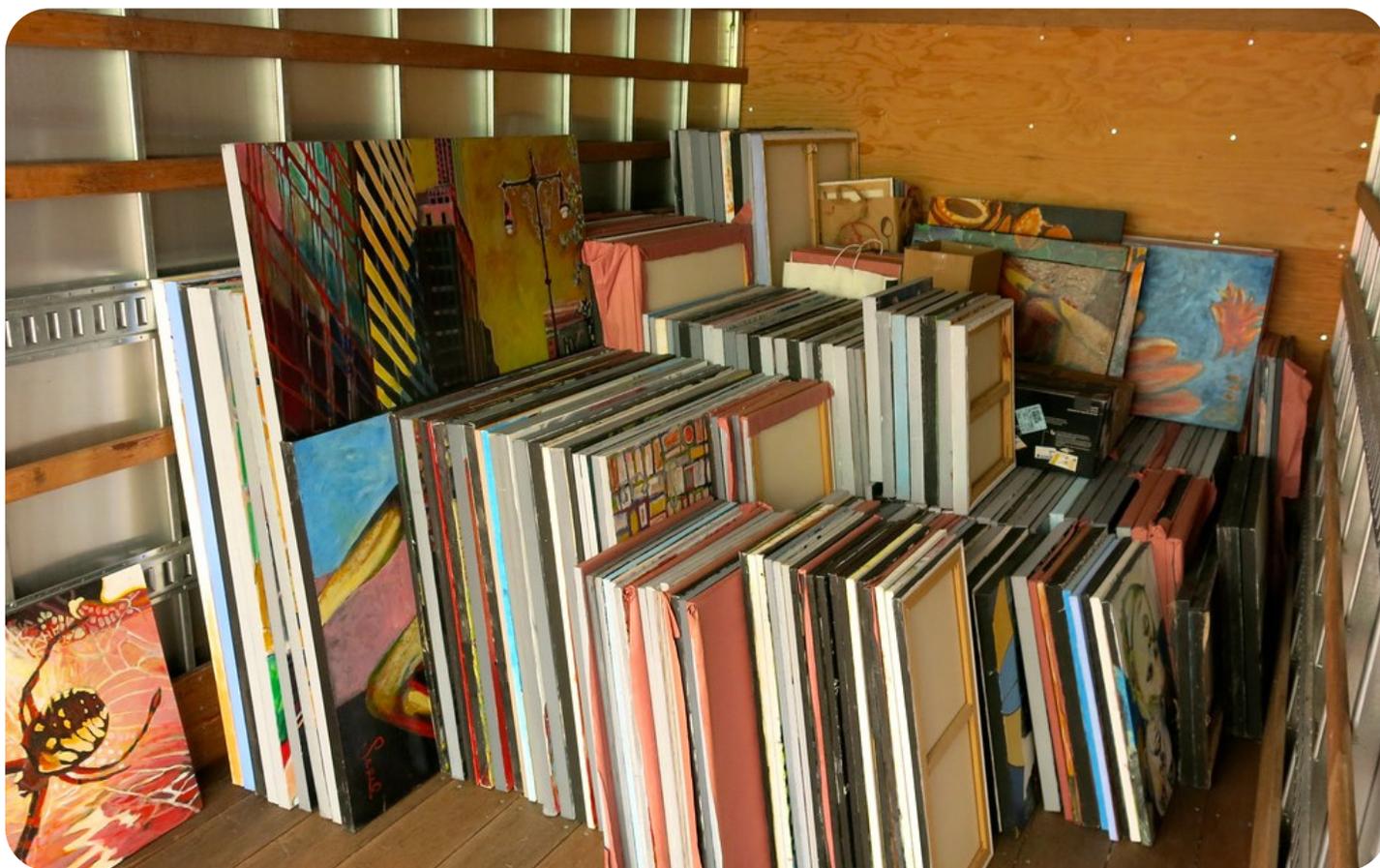
If you aren't sure how to price your art, you're in good company. Most artists and potential buyers have no idea how to value a work of art either and those who do usually have help from experts, such as galleries, appraisers, or art market specialists. Market sales reports can dictate pricing for established artists

but may have little bearing on how emerging artists should price their work.

How do you set a price for your work that makes your art attractive to potential buyers and collectors but allows you to make a profit? While there is no one way that works for everyone, there are some guiding principles that can help you get started.

## COST PLUS PRICING

The cost plus pricing model looks at all the costs associated with creating your work.



Price your work to sell, not to pile up in your studio.

Here's how it works:

1. *Calculate your monthly fixed expenses.* Fixed expenses are ones that are the same every month, such as studio rent and utilities. Add them up to get your monthly **fixed expenses**.
2. *Calculate your monthly variable costs.* Variable costs are the ones that vary every month, such as paint, canvas, clay or other art materials. You should add up all the variable costs over a period of months and divide the total by the number of months chosen to get your monthly **variable costs**.
3. *Calculate your average monthly overhead.* Add your fixed monthly expenses to your variable monthly expenses to get your average monthly **overhead**, which is the money you need to generate to pay all your expenses every month.
4. *Calculate Your Hourly Overhead.* For purposes of this calculation let's assume a 30-day month and 8-hour workday. Take your average monthly overhead and divide by 30 to get your daily overhead and then by 8 to get your hourly overhead.
5. *Determine your hourly wage.* Consider your **hourly wage** as your salary since it is the money you will have to spend on personal expenses after your overhead costs are paid. It should take into account your experience level, education, and other career milestones that create value to your buyers.

6. *Add a markup percentage.* The markup help to deal with unexpected costs that weren't anticipated in your overhead calculations, like if you had to buy or replace some equipment that may only happen once.
7. *Find the hours to create your work.* Work hours should be calculated for each work. Determine the number of hours it took to create a work.

We can create three simple equations to calculate, in order, to find a price to sell an artwork.

1. **(Overhead costs + hourly wage) x (work time) = PreMarkup Revenue**
2. **(Markup %) x (PreMarkup Revenue) = Markup**
3. **(Markup)+(Premarkup Revenue) = Sale Price**

Let's put it all together using the following assumptions:

Overhead = \$20/hr.

Hourly wage = \$15/hr

Work time = 10 hours

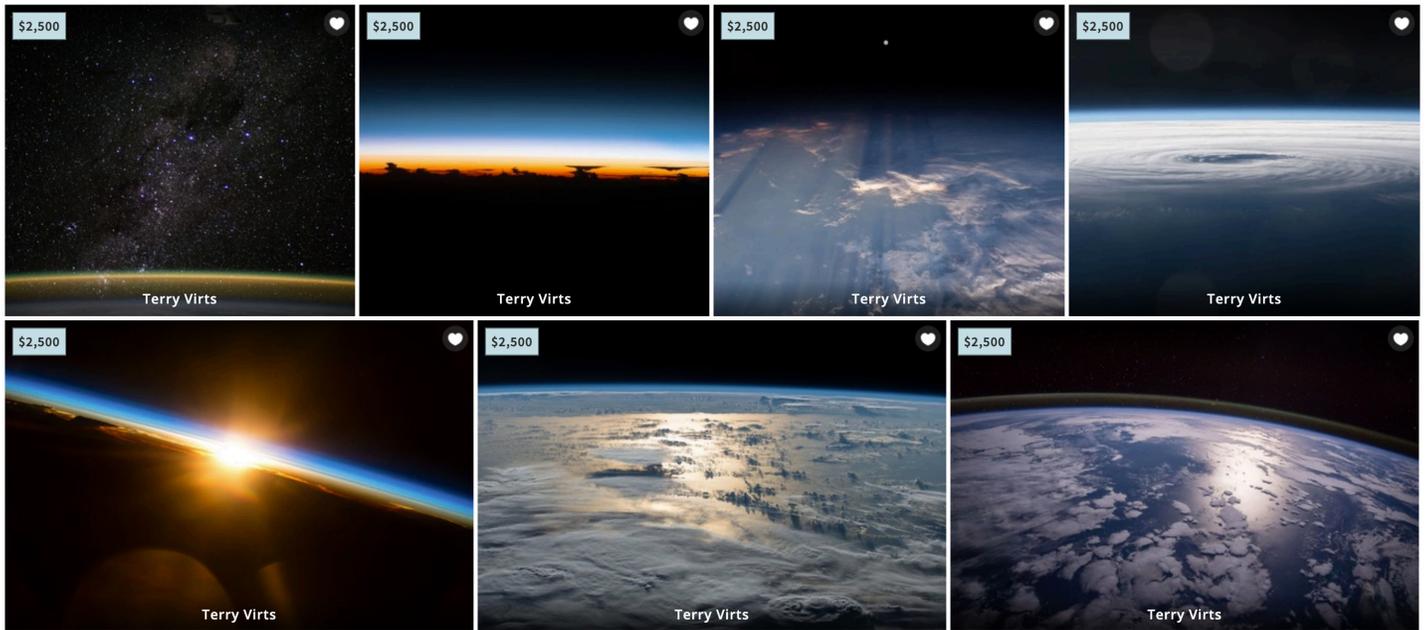
Markup Percentage = 20%

Input the numbers into the equation and you get:

$$(\$20+\$15) \times 10 = \$350$$

$$20\% \text{ markup} \times \$350 = \$70$$

$$\$350 + \$70 = \mathbf{\$420 \text{ sale price}}$$



Be sure that you have a cohesive portfolio with visually similar work at similar prices.

It is important to keep re-evaluating these numbers. Over time, you will get additional data that could impact your work, which can dramatically increase or decrease your overhead. Your wage will also change with experience and depending upon how many unexpected expenses you incur, you can also adjust your markup percentage.

Because the *Cost Plus Pricing* model doesn't take into account intangible factors, such as an artist's popularity, exhibition history, stature of their gallery representation, or social media following, this type of pricing is better suited for emerging artists.

## COMPARISON PRICING

This model is based on researching other artists with similar artworks to yours to see how your type of work is selling in the market.

Start by talking to industry members, such as gallery owners, art dealers and fellow artists who create work similar to yours. Call and ask galleries and stores that sell art for their price lists. Pay attention to the prices for pieces similar to yours in size, material, and even technique.

A commercial art gallery can mark up artwork by as much as 50% as part of its commission, so keep that in mind when evaluating gallery pricing. Here are some things to consider when comparison pricing.

- *Geographic Market.* Do you sell locally, regionally, nationally, or internationally? It doesn't pay to look at what competitive artwork sells for in Bulgaria if you sell locally in Missouri.
- *Type and Style of Art.* Oil paintings should be compared to other oil paintings.

Abstract should be compared to abstracts not portraits. Sizes should also be similar as well as edition numbers.

- Match Your Accomplishments to Similar Artists. Pay particular attention to artists who have a resume like yours. People who have been in the industry the same amount of time as well as those with of similar age, education or work experience.
- Take Commissions Into Account. Consider the revenue you would get after any commission fees instead of the retail price of the work. For example, a gallery may have a 50% commission, while work sold on a personal website may have no commission. The gallery price may be higher, yet the artist may receive less money than the sale from a personal site.
- Make Adjustment for Inventory. Don't price your work so high that you end up with a studio full of work that isn't getting sold. If your work is not selling, or conversely if it is selling too easily, then you are either pricing it incorrectly or you are reaching the wrong market.

to accurately price your work.

Depending on your artistic and commercial goals, you may want to think about your audience when deciding what artwork you create, including size, format and price. Consider what is most likely to generate a purchase based on your target market.

For example if your audience are young twenty-somethings just starting out, they may not have the money to spend thousands of dollars. Smaller, less expensive pieces may be more enticing.

You will have to juggle what you want to make against what sells. However, there is no right or wrong answer. Just try to take as many factors into account as possible so you can be as accurate as possible. It'll help you price for the market so you can sell more and make a living as an artist.

## **ADJUST PRICES FOR SPECIFIC BUYERS**

Identify the types of buyers most likely to purchase your work and engage with them to better understand their buying habits. If you are selling work online and aren't talking to your customers, it will be a lot more difficult

# Protecting Your Work

## Understand Your Rights

The internet has made it simple for artists to get their work out into the world at a much lower cost than in the past. To get your art seen by as many people as possible, your work has to be online; physical portfolios are nearly obsolete.

Unfortunately, this means that digital images are much easier to use without your permission and compensation. They are also much harder to protect. It's very easy for anyone to take screenshots of your work and then use it online. Some artists address this issue by uploading low-resolution images or placing an unattractive watermark across the

image, but that can detract from your work.

Instead of covering up your art in order to protect it, another approach is to focus on being well-compensated after you discover that your work is being used without your permission.

### THE BENEFITS OF COPYRIGHT REGISTRATION

The most successful approach to protecting your work online is by registering it with the [U.S. Copyright Office](#). Registration provides the copyright holder with several benefits



The U.S. Copyright Office is a separate federal office within the Library of Congress.

that are unavailable without a registration.

First, let's look at the rights you receive with a copyright and how you obtain those rights.

**Copyright is automatic** and provides the copyright holder with the *exclusive* right to:

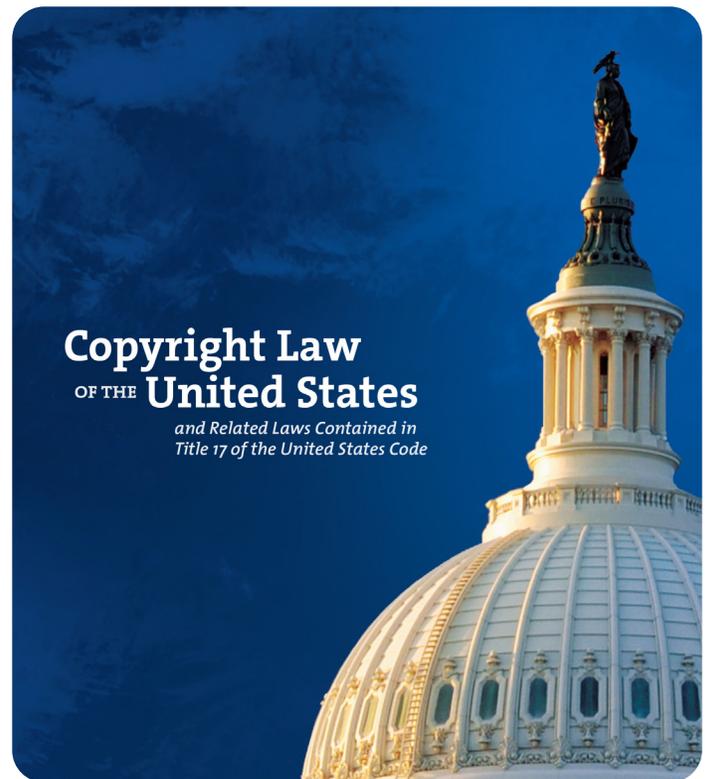
- Reproduce (make copies of) the work;
- Create derivative works based on the work (alter, remix, or build upon the work);
- Distribute copies of the work;
- Display the work publicly.

Copyright registration is not required (it only provides extra benefits). You also don't need a copyright notice (i.e. © Jim Smith 2016).

**Copyright infringement** occurs when any of your exclusive rights are violated. The problem for most artists asserting these rights is that the potential money received from a copyright infringement lawsuit (also known as damages) is often less than the cost of a lawsuit.

In most copyright infringement lawsuits, the copyright holder is only entitled to **Actual Damages**, which include the *profit* that the infringer has made from using your work, plus the licensing fee that would have been charged for its use (regardless of whether the artist would have licensed it to the infringer).

That's all. The copyright holder can't receive additional money to punish the infringer (also known as punitive damages) nor can the



Click the image to view the US Copyright Act.

copyright holder demand that the infringer pay their legal fees.

A copyright lawsuit can cost thousands of dollars. If the infringer's profit from use of the work plus the licensing fee does not amount to thousands of dollars, then you will spend more money to litigate than you will be able to receive. Most Infringements are like this.

For example, someone downloads an image of yours from Google and adds it to a blog post. The blogger (the infringer) won't profit much from using your work in the post. While there may be ads on the blog page or other revenue streams for the site in general, the profit specifically attributable to that image is difficult to calculate. In most cases, it is too little to warrant paying experts to conduct a forensic analysis.

The licensing fee for an image used on a blog would probably be only a few hundred dollars, (remember that they have not taken the physical work, only a digital image) so spending thousands on a lawsuit to receive hundreds is not a great use of your resources.

The damage award calculus changes, though, if your artwork is registered with the U.S. Copyright Office.

**Statutory damages** are *only* available if a work is registered prior to the copyright infringement or within three months of publishing. The copyright holder will receive between \$750 and \$30,000 for each infringing work, regardless of what the actual damages might be. The award received by the copyright holder will be decided by the judge or jury based on the totality of facts.

Additionally, if the infringement is “willful,” meaning that it can be proven that the infringer intentionally and knowingly committed the infringement, the damages can reach up to \$150,000 per infringement.

More importantly, *the copyright holder will be reimbursed for reasonable legal fees by the infringer*. Technically, the legal fees provision is at the discretion of the court, but rarely does the court not provide a reasonable fee reimbursement.

Since copyright is a “no fault” law, meaning that the reasons for an infringement are not a defense, if the defendant is found to have copied, publicly displayed, made derivatives or distributed the work without permission from the copyright holder, then it is an infringement. Then the question is only how much to award the copyright holder, not whether to award the copyright holder.

For example, if you purchase a stock photo from a website that did not have the right to sell it to you, and you publicly display it on your website, then you are an infringer. The fact that you purchased a stolen work without your knowledge does not matter. You may have recourse against the website that sold it to you but that is another case against another party.



Take out an insurance policy against potential infringers by registering your work with the US. Copyright Office *before an infringement occurs*.

So if you find your work being used without permission, then it is likely an infringement and so, the odds of you winning in court would be extremely high.

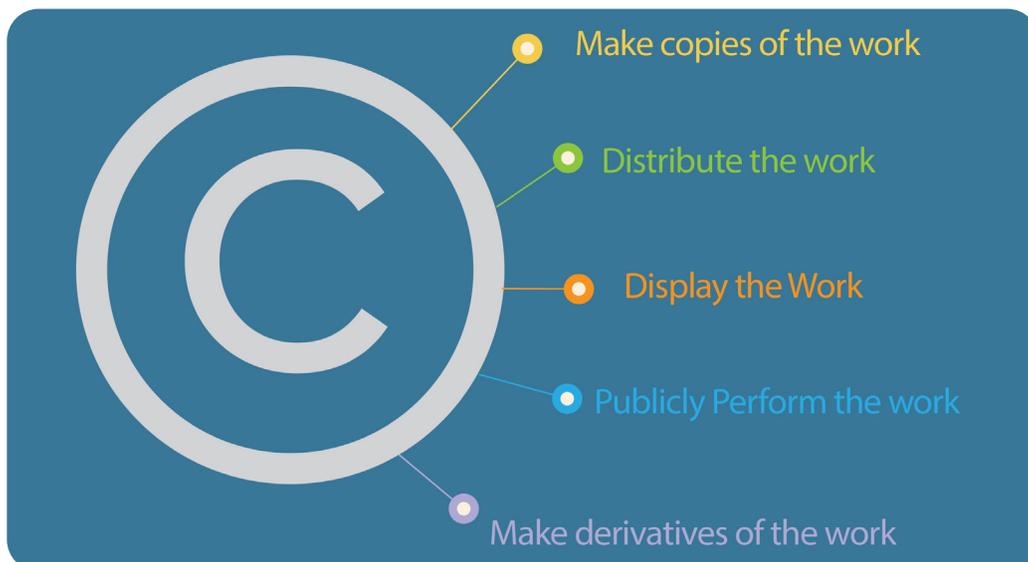
In such a case, you will likely be able to hire an attorney to handle your case *on contingency*. In a contingency fee arrangement, the lawyer who represents you will get paid by taking a percentage of your award as a fee for services. If you lose, the attorney receives nothing. Since the risk of losing a copyright lawsuit is so low and reasonable legal fees will be paid by the infringer, most copyright litigation attorneys will take the case on contingency

As well, the lawsuit will likely settle quickly because each hour your attorney works on your case, whether it's merely having discussions with opposing counsel or filing motions in court, your legal fees will be increasing, costing the infringer more and more each day the lawsuit continues.

Conversely, if you hadn't registered the work, then you pay your own legal fees and the incentive to settle the case is drastically reduced. And, as mentioned earlier, you may find your legal fees are higher than the potential damage award.

So, think of a copyright registration as insurance. The cost of copyright registration is \$35, although a series of works can be registered for \$55. Photographs also get a steep discount. You can register up to 750 photos for \$55 if those works were created in the same calendar year and were taken by the same photographer.

So, if you are putting your work out into the world and want to be reimbursed if you find your work is being used without your permission, take out a little insurance by registering your work with the U.S. Copyright Office.



These are your exclusive rights as a copyright holder.

## READ A SITE'S TERMS OF SERVICE

While they can be long and boring, take the time to carefully read a site's Terms of Service (TOS). Terms and Conditions, Terms of Use, and Terms of Service (TOS) are often used interchangeably.

Terms are included on every website, with only rare exceptions, and may also include a privacy policy, marketplace rules, and a section on copyrights.

The TOS is generally considered to be a contract between the user and the website owners. As with most contracts, it's usually long and difficult to understand for most non-lawyers. Unfortunately, whether you understand the TOS or not, you are still bound by its terms.

The TOS is necessary for any website or online marketplace because the company needs to protect itself from a variety of potential legal issues. However, that protection can sometimes go too far, giving the site owners the legal ability to use your work and personal information in ways that most users won't find appropriate.

### **Pay attention to the copyright section.**

The TOS is usually written by corporate attorneys who have a responsibility to protect their clients. As a result, they can often be overzealous in that protection to the detriment of the site's members.

Websites do need certain rights in order to

provide the services, such as being able to copy, distribute, and display your work on multiple servers around the world but the TOS is often too heavily skewed toward the company rather than protecting the artist rights.

A typical copyright clause might say :

*“. . . by uploading your work, you provide an unlimited perpetual, worldwide license to the site and third parties.”*

This clause provides the site with all the rights necessary for it to operate but it is also provides rights beyond what is necessary. This clause will also allow the site to use your work for marketing campaigns or even selling your work as prints without requiring your permission. Admittedly, a site that habitually used artists' work in an inappropriate way would likely go out of business as artists left the platform. However, misuse of artists' works can happen occasionally for non-malicious reasons but an overly broad TOS will give an artist little recourse when it happens.

So it pays to carefully review the TOS to see if there are any limits on the right you are giving away. Search for limiting terms like “you retain the copyright to your work” or “only for purposes of providing the Services to our members.”

Ultimately, you must give up some rights in order for the site to provide you with its services but by reading the TOS, you will be able to better assess any potential risks.

# Protect Yourself

## Document Your Sales

For every sale, there are two main players, the seller and buyer. Then, there is a transaction where the buyer gives the seller money in exchange for the work of art. The money is exchanged for the art and the purchase is considered complete.

Of course, this assumes that nothing goes wrong. Unfortunately, things don't always go according to plan.

Let's just look at a few examples.

1. Let's say your art is shipped to a buyer who accepts delivery. A few days later, he calls you and says the work is damaged. Can he return it? How do you know whether the buyer or shipping company damaged it?
2. The buyer receives the work and then decides she doesn't like it and wants to return it. Can she? If so, how must it be shipped and who pays for the shipping?
3. You and a buyer agree on purchase price for your work and you ship the signed lithograph as discussed. The buyer receives the work and notifies you that she was expecting the original, not a lithograph and wants her money back. Do you have to accept the return? Who is right?

What seemed like a simple transaction turns into a nightmare. Proper documentation,

The screenshot shows a form titled "Avenger Water Aerobics" on a mobile device. The form includes fields for "Type of Sale" (Escrow selected), "Email for correspondence" (steve@artpreneur.com), "Sale Price (USD)" (\$3000.00), and "Number Available" (15). It also has dropdown menus for "Photography" and "Fine Art" categories. A section titled "Additional Item details" is circled in blue and contains the text: "Signed, Limited Edition - Fine art grade pigment print, face-mounted behind acrylic. All Sales Are Final". Below this are fields for "Artwork Dimensions" (Width, Height, Depth, Weight) and a checkbox for "Do you agree to the Terms of Service and Marketplace Rules?". The form has "Submit", "Cancel", and "Delete Sale" buttons.

An online art marketplace should have a place for your terms built into the sales process.

such as a contract and bill of sale signed by both you and the buyer, would have likely solved the problems in these three scenarios.

That's all a contract really is, after all. For artists, a contract lays out the details of the art being sold, what will be given in exchange for the art, how the exchange will be made, and what process should be followed should the buyer be unhappy with the delivery.

Think of a contract as an insurance plan. If everything goes well and both parties are happy, then you probably didn't need it. If things don't go well, then a contract sets the rules for how you deal with it. The more detailed your contract terms, the less likely that there will be any misunderstandings, which may keep you from ending up in court.

However, without clearly defined terms, you and the buyer may still disagree and may end up in court. The costs associated with litigating the matter can be very high so it is much more economical to have both parties sign a contract before initiating the transaction.

Two documents that are of particular importance when selling work online are the Sales Contract and Bill of Sale.

## SALES CONTRACT

The sales contract simply lays out the terms of the sale. It's especially important with online sales to have both parties agree to the terms before the buyer gives you money and you ship the art.

For an in-person sale, the buyer sees the work, inspect its quality, agrees on the purchase price, makes the purchase, and leaves with the artwork, all at the same time. There is less that can go wrong.

In an online sale, there is a much greater opportunity for the buyer and seller to have

different assumptions so, while a sales contract is always preferred, it is even more so in an online sale.

***What to Include in a Sales Contract.*** Your contract should start with the name and address for each of both buyer and seller and if either party is a corporation, list the corporate name and address.

Next, list the following details:

- Place of Sale
- Title of Work
- Description of Work: *medium, dimensions, size of edition*
- Price
- Terms of payment

If your work is one of multiple editions, it is important to list the edition number along with the total editions for the current size. You should also list any other sizes or other editions for the work and state that no future editions will be produced.

Editions are what give the work value. The less that are available, the more that they are worth. Producing more editions at a future date will devalue the work and could put you in legal jeopardy.

You may also want to consider including a return policy, including a length of time in which the work can be returned, and under what conditions. This can include the method of that return (i.e. using an insured carrier) to ensure that the work is returned promptly and undamaged.

**IMPORTANT:** Because the laws in every state are different, you should consult an attorney when creating your contract. Otherwise, some of the terms may be invalid in your state.

If you find that you have variable terms, such as different return policies for different clients, the attorney can help you create a contract template with differing terms that you can choose from depending upon your or the purchaser's needs.

Although hiring an attorney to write a sales contract can cost several hundred dollars, you should be able to use the contract for all your future sales and minimize any issues between you and your buyers, which could end up costing you more than the attorneys writing fee. Hiring an attorney will be a one-time charge that is well worth the investment.

**Suggested Additional Clauses.** Buyer's are often unaware of the rights they receive when purchasing physical artwork. For example, selling the physical piece does not also sell the copyright. The physical work doesn't have a copyright. The copyright is in the image itself.

The buyer only receives rights related to that physical work (unless you choose to grant additional rights), such as publicly displaying the work so the buyer can hang it in his or her house or making copies for the purpose of placing the work online to resell.

Unfortunately, a buyer may not understand

the breadth of the rights granted when purchasing a physical work and may, therefore, unintentionally infringe on your rights. To avoid any misunderstanding, you may want to delineate, specifically, what rights are being granted.

An example of a copyright clause could be:

**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.*

Other laws, such as the Visual Artist Rights Act (VARA) ensure that you artwork cannot be intentionally harmed or mutilated. An additional clause may state:

**Preservation of the work.** *For as long as the buyer owns the work, the buyer hereby agrees to not intentionally alter, damage or destroy the work.*

Your attorney can help you determine the terms that are appropriate.

If you send an agreement to be signed by the buyer, consider using an online digital signature tool, like [AdobeSign](#) or [DocuSign](#). These services allow a person or entity to sign documents anywhere in the world merely by typing into it. They are legally valid in all of the United States.

**Online Art Marketplace Agreements.** If you are using an online marketplace or store to sell your work, the process may not allow for you to provide your own contract but instead must follow the general terms available as part of the site's Terms of Service, Marketplace Rules, or other documents that spells out the responsibilities of the buyer and seller.

Read these carefully to see if the terms are acceptable and whether there is a way to add additional terms, override specific clauses, or use your own sales contract instead.

If you cannot sue your own contract, consult with an attorney to ensure that the general terms are acceptable and if you can override the general terms, that you have the proper language to do so.

## SHIPPING AND PACKING

Once you have a signed agreement, you can ship the work to the buyer. We suggest using a carrier where you can track the shipment so you can verify its delivery. After all, you don't want any buyer to be able to claim the shipment never arrived.

Basic carriers like UPS and Fed-Ex also have insurance in case the work is damaged, however, the insurance will only cover a few hundred dollars so, depending upon the price of the work, you may want to consider a supplemental insurance policy for the value above what the carrier would provide.

Whether the sale was made through an online art marketplace or your own personal store, pack your work properly, according to the carrier's guidelines, otherwise, the carrier or supplemental insurance company may not cover any damage that might occur in transit.

Online art marketplaces may also require specific shippers in order for them to track the packages and verify delivery in order to release any funds held in escrow to you.

## BILL OF SALE

Whereas the sales contract sets out the rules of the sale, the Bill of Sale is a record that the



FedEx permits a maximum declared value up to \$1,000 for artwork. Click image to learn more.

buyer received the work, that it is the work agreed to in the contract, and that it arrived undamaged.

If you sold your artwork through a personal store, you can have the buyer sign the Bill of Sale digitally after the buyer has accepted the delivery.

The Bill of Sale should include the delivery date, contact information for both parties and reiterate the details of the work as stated in the sales contract.

In addition, there should be a confirmation clause stating that the artwork was received undamaged and adheres to the agreed terms in the signed sales contract.

If the work doesn't meet the terms of the contract, such as the delivery was not time, the work was damaged, or it isn't the work agreed to in the contract, then the buyer will likely not sign the Bill of Sale. The process for returning the work and reimbursement to the buyer will be detailed in the contract if it was properly drafted.

For in-person sales where the buyer pays for and leaves with the work at the same time, both the contract and the Bill of Sale can be combined into a single document. However, with an online purchase where the payment and delivery happen at different times, it's best to have the buyer sign a contract first since you want each party to agree to the terms before you pack and ship your work. The Bill of Sale should be the record of the

sale and proof that it was accepted and the sale finalized.

An online art marketplace will usually have the Bill of Sale built into their sales process, just like the contract terms. The Bill of Sale will allow the online art marketplace to release the escrow fund to the seller. Note that the marketplace may have different terminology for the Bill of sale and each marketplace process may be different.

As with your sales contract, you can create a Bill of Sale template that you can use over and over again. Consult an attorney to ensure that you are complying with the specific requirements of each state.

**ARTWORK BILL OF SALE**

This Bill of Sale (the "Agreement") is made and effective [DATE].

**BETWEEN:** [SELLER NAME] (the "Seller"), (a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at) or (an individual whose primary address is):

**AND:** [BUYER NAME] (the "Buyer"), (a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at) or (an individual whose primary address is):

Title:	Edition:
Date:	Medium:
Size:	Price:

Seller warrants and represents that the Artwork is owned free and clear and that the seller has the right to transfer title of the artwork to the Buyer. The Artwork is free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and all of the information provided in this Bill of Sale is true and accurate.

Buyer acknowledges that the Artwork has been received, has been examined, and is in good condition. The Buyer agrees that the sale is final and promises not to make any claims against the Seller based upon alleged express or implied representations, warranties or collateral agreements as to the merchantability of the Artwork.

**Copyright and Reproduction.** The copyright holder 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 copyright holder.

[ALL SALES ARE FINAL or add you return policy and packing & shipping requirements if you allow returns after this acceptance]

Signed delivered to the Buyer::

BUYER \_\_\_\_\_ SELLER \_\_\_\_\_

Print Name and Title \_\_\_\_\_ Print Name and Title \_\_\_\_\_

 Bill of Sale, by Steven Schickman, identified by Artspire, is free of known copyright restrictions.

Click image to download a sample Bill of Sale.

# Photographing Your Art

## A Video Tutorial to Help You Sell More

In our short attention span world, you have only a brief moment to capture a viewer's attention before they move on to the next work. Without quality images of your work, you may miss that opportunity.

Think of the images of your work as works of art themselves. If the photos of your work are poorly composed, blurry or lacking detail, grainy, badly lit, or contain distracting elements (your hand, a view of your living room), the viewer will likely jump to another, more eye-catching image.

Every image you post online should be created with care and attention so that you can give potential buyers the best impression of you and your work.

With just a little extra effort, you can easily take excellent photos of your work. There is

no need to hire a professional photographer or buy expensive camera equipment.

By preparing the proper setting for your artwork photoshoot, you will only need to consider a few camera basics to create images worthy of your art. You can also control the environment where you shoot your work, making sure it's free of distracting elements, movement, or changing conditions, such as lighting or distance from the camera.

To help you along, Steve Schlackman, VP of Product Innovation at Artrepreneur and a professional Fine Art photographer, created a short video tutorial, [Photographing Your Artwork to Increase Sales](#). You'll learn camera basics, lighting, studio setup, available software, and more, all without putting a dent in your wallet.



Click to watch "Photographing Your Art to Increase Sales."

# Final Thoughts

In today's global marketplace, waiting to be discovered as an artist is not an option, nor is it necessary. By selling your artwork online, you can expand your universe of potential buyers, better protect your art, and increase the audience who can appreciate it.

We hope this book has given you some new ideas to sell your work online, reinforced your current sales strategy, or both.

You can find More information on these and other topics on Artrepreneur's [Art Business Journal](#) and [Art Law Journal](#)

If you found this eBook helpful or if you have any questions about any of the topics, please contact us at [support@artrepreneur.com](mailto:support@artrepreneur.com).



# About the Authors

## STEVE SCHLACKMAN

[Steve Schlackman](#) is Chief Product Officer at Artrepreneur, focused on product development, new features, and user experience. Steve has a unique understanding of the visual art audience having worked in a number of related industries, including advertising, web and software development, graphic design, and marketing. Steve is also a registered patent attorney and fine arts photographer with exhibitions in cities like New York, Miami, and Istanbul. His work can be seen on [Artrepreneur](#) and at [Fremin Gallery](#) in New York City. He holds a JD from the University of Miami, an MS in Management from NYU's Wagner School, a Marketing MBA from Zicklin School of Business (CUNY), and a BA in Political Science from Tulane University.

## JENIFER SIMON

[Jenifer Simon](#) is a seasoned arts administrator with 20+ years of experience, a respected consultant in the private and public sectors, a master training and development specialist with three certifications, an unparalleled creative career coach, and an artist. She understands the joys and challenges of being an artist and facilitator of the arts. Both require an immeasurable commitment to ethics and a profound respect for every part of the creative process. Jenifer is Founder and Principal at [Honors in Art](#), a small business that helps individuals and organizations strengthen their impact in and through the Arts. She received a Masters in Arts Administration from Columbia University and a Bachelors in Studio Art from Skidmore College with Honors in Art.

## PIERRE-PAUL PARISEAU

A special thank you to Pierre-Paul for his cover art. [Pierre-Paul Pariseau](#) is a self-taught, award-winning illustrator who works for numerous publications in North America and Europe. His work has been part of numerous exhibitions across the globe. Pierre-Paul's work was also featured in the 2019 edition of "The Illustrator, 100 Best from Around the World," published by Taschen. His images are made from cut-outs (from magazines, books, etc.), scanned and transformed in Photoshop.

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