

## **INTRODUCTION**

The Rights in Works of Fine Art was enacted in 1990. It helps to protect an artist's ownership of their copyright by addressing the issue of reproductions by requiring that a customer present to a photography service, a printer or a print shop a written statement that they have the right to reproduce the work of fine art.

## **RIGHTS IN WORKS OF FINE ART**

### **ARTICLE 17**

#### **RIGHTS IN WORKS OF FINE ART**

##### **§ 10-1-510. Conveyance of rights in works of fine art; statement of customer's right or license authorizing duplication; liability**

(a) As used in this Code section, the term:

- (1) "Artist" means the creator of a work of fine art.
- (2) "Customer" means a person who contracts to have a printer duplicate a work of fine art.
- (3) "Duplicate" means to print, copy, or otherwise reproduce.
- (4) "Fine art" means a painting, sculpture, drawing, photograph, craft work, fiber-art, or work of graphic art, except a work that a customer had specifically created as a work for hire pursuant to federal copyright laws.
- (5) "Fine print" includes, but is not limited to, an engraving, etching, woodcut, lithograph, monoprint, or serigraph but does not include industrial designs.
- (6) "Industrial design" means the aesthetic appearance of an article used in commerce.
- (6.1) "Person" means an individual, partnership, corporation, association, entity, or other group, however organized.
- (7) "Printer" means a person who contracts to duplicate a work of fine art for a customer.
- (8) "Work of fine art" means any work of visual or graphic art of any media, including, but not limited to, fine art, fine print, or film.

(b) Whenever a work of fine art is sold or otherwise transferred by or on behalf of the artist who created it, or the heirs or personal representatives thereof, the right of reproduction thereof is reserved to the grantor until the right passes into the public domain pursuant to federal copyright laws unless the right is sooner expressly transferred by an instrument, note, or memorandum in writing signed by the owner of the rights conveyed or the duly authorized agent thereof. Nothing contained in this Code section is intended to prohibit the fair use, as defined in the federal copyright law (17 U.S.C. Section 107), of such work of fine art.

(c) Whenever an exclusive or nonexclusive conveyance of any right to reproduce, prepare derivative works based on, distribute copies of, or display publicly a work of fine art is made by or on behalf of the artist who created it or the owner at the time of the conveyance, ownership of the physical work of fine art shall remain with and be reserved to the artist or owner, as the case may be, unless such right of ownership is expressly transferred by an instrument, note,

memorandum, or other writing signed by the artist, the owner, or the duly authorized agent thereof.

(d) Whenever an exclusive or nonexclusive conveyance of any right to reproduce, prepare derivative works based on, distribute copies of, or publicly display a work of fine art is made by or on behalf of the artist who created it or the owner at the time of the conveyance, any ambiguity with respect to the nature or extent of the rights conveyed shall be resolved in favor of the reservation of rights by the artist or owner unless in any given case the federal copyright law (17 U.S.C. Section 1 et seq.) provides the contrary.

(e) Whenever a customer shall present to a printer for duplication information or images that include a work of fine art stored or duplicated as electronic data or in any digital form or that is transmitted to the printer as electronic data or in any digital form, it shall be the sole responsibility of the customer to provide a signed statement in compliance with the provisions of subsection (h) of this Code section to the printer that the customer has the legal right or license authorizing such duplication or that those rights have passed into the public domain pursuant to federal copyright laws.

(f) Except as provided in subsection (e) of this Code section, no printer shall enter into any agreement with any customer to duplicate a work of fine art when the customers aggregate paid and unpaid obligations to that printer for all such prior or current duplications of that work of fine art exceed \$2,000.00 unless the printer obtains, at the time such aggregate obligation first exceeds \$2,000.00, a signed statement from the customer that the customer has the legal right or license authorizing such duplication or that those rights have passed into the public domain pursuant to federal copyright laws.

(g) Any printer who duplicates a work of fine art in reliance upon a statement obtained pursuant to subsection (e) or (f) of this Code section will incur no liability for damages under subsection (j) of this Code section.

(h) The statement required by subsections (e) and (f) of this Code section:

- (1) Does not have to be sworn;
- (2) May be included on the invoice, purchase order, proposed form, or other document;
- (3) May be signed one time and kept on file for all duplications for the same customer;
- (4) May be signed by an employee or agent of the customer on the customers behalf; and
- (5) Shall be in substantially the following form:

#### A STATEMENT

The undersigned customer has obtained in writing the legal right or license which authorizes the duplication of the work of fine art which has been requested by the undersigned or those rights have passed into the public domain pursuant to federal copyright law. A printer to whom this statement is presented may rely upon it in performing the requested duplication of the work of fine art.

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(Customer's signature)

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Date

(i) Except for subsection (e) of this Code section, this Code section applies to sales, transfers, and conveyances made on or after July 1, 1990, and applies to agreements to duplicate a work of fine art made on or after July 1, 1991. Subsection (e) of this Code section applies to agreements made on or after July 1, 1996, to duplicate fine art stored, transmitted, or duplicated as electronic data or in a digital form.

(j) Any person who violates subsection (e) or (f) of this Code section or who signs the statement provided for therein knowing it to be false shall be civilly liable therefore and the person damaged thereby may recover trebled actual damages, court costs, and attorney's fees.