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Enlarge

A Tool to Deceive and Slaughter (2009) - Caleb Larsen

Item condition: --

Time left: 5 days 3 hours (Jan 28, 2010 14:39:47 PST)

Bid history: 12 bids

Current bid: **US \$4,250.00**

Your max bid: US \$

(Enter US \$4,300.00 or more)

Place bid

Watch this item

Shipping: **\$50.00** UPS Ground | See all details
Estimated delivery within 4-9 business days

Returns: No Returns Accepted

Coverage: Pay with **PayPal** and your full purchase price is covered | See terms

Seller info

cmlarsen (42 ★)

100% Positive feedback

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Other item info

Item number: 190367275705

Item location: Seattle, Washington, United States

Ships to: United States

Payments: PayPal
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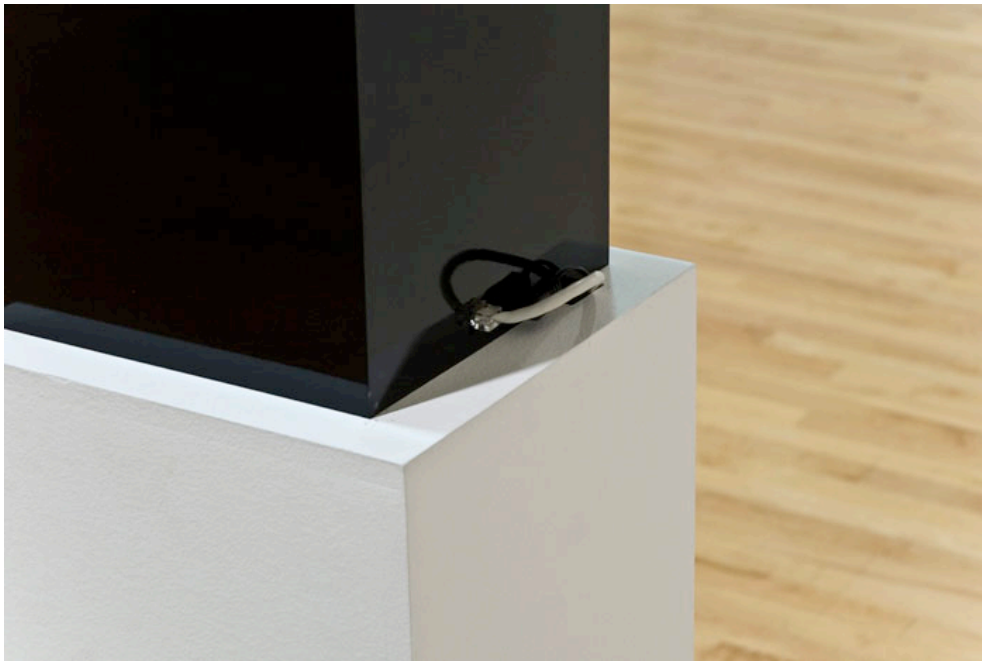
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Description

Shipping and payments

A Tool to Deceive and Slaughter (2009)





Title: A Tool to Deceive and Slaughter
Year: 2009
Artist: Caleb Larsen
Dimensions: 8"x8"x8"
Medium: Acrylic, custom electronics, programming, internet connection, online auction.
Description: This object perpetually attempts to sell itself on eBay.

NB: Before bidding you **must** agree to the below terms.

This purchase agreement was drafted with the aid of Marsha G. Ajhar of Hartman & Craven LLP, NYC.

PURCHASE AGREEMENT

THIS AGREEMENT is by and between Caleb Larsen, a U.S. citizen (hereinafter "Artist") and the "Collector", the purchaser, below identified, of an artistic work titled "A Tool to Deceive and Slaughter (2009)" by Artist, effective as of the date of execution by Collector, and thereafter by and between the current Collector and any and all subsequent new purchasers of the Artwork, also as identified below, also effective as of the date of their/its execution of this Agreement.

WHEREAS:

A. Artist has created a work of art titled "A Tool to Deceive and Slaughter (2009)" ("the Artwork") which consists of a black box that places itself for sale on the auction website "eBay" (the "Auction Venue") every seven (7) days. The Artwork consists of the combination of the black box or cube, the electronics contained therein, and the concept that such a physical object "sells itself" every week.

B. Collector understands and agrees to the underlying concept and function of the Artwork and that the sale of the Artwork by Artist is dependent and conditioned upon Purchaser's agreement and adherence to the below terms. Such terms are fundamental and crucial to the on-going viability and artistic integrity of the Artwork.

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Collector agrees that the Artwork will remain connected to a live Internet connection at all times, with disconnections allowed only for the transportation of the work from one venue to another.
2. Upon purchasing the Artwork, Collector may establish a new value for the Artwork. The new value may not exceed current market expectations for the Artwork based on the current value of work by the Artist. This value may be reassessed quarterly. This value will be set as the minimum bid of the auction. Any bid meeting or exceeding this amount will result in a legitimate sale via the Auction Venue and the Policies of the Auction Venue must be followed regarding this matter.
3. Collector must disclose the terms of this Agreement to persons bidding on the Artwork. Any successful bidder must agree to be bound by the terms of this Agreement before title to the Artwork is transferred to such bidder who shall then become the new and next Collector (the "New Collector"). These requirements and terms shall apply equally to Collector and any and all New Collectors.
4. Collector is responsible for any and all fees and charges generated by the Artwork on the Auction Venue.
5. In the event of a sale of the Artwork via the Auction Venue, Collector is required to sell the Artwork to the highest bidder. The Artwork must be properly packaged and promptly shipped to the New Collector. Prior to receipt of the Artwork, and as a prior condition to the sale and transfer of the Artwork, New Collector is required to execute this Agreement which shall evidence the

- agreement between Collector and New Collector to be bound by these terms.
6. The Auction Venue's Terms of Service must be followed at all times and any failure to follow the Auction Venue's Terms may result in additional penalty including the suspension of the Collector's Auction Venue account by the Auction Venue.
 7. The software driving the project will remain hosted on servers of the Artist's choosing to aid in maintenance. Artist will supply a copy of the software upon request by either the Collector or any New Collector.
 8. The Artwork will only be sold via Auction Venue established by the Artist. Any sale outside of this structure voids the status of the work as an Artwork. Any commission by a gallery or agent may be figured into the value of the work.
 9. The Auction Venue may change at any time at the discretion of the Artist. The Collector will be notified of any changes via registered mail.
 10. In the event of a sale the Collector agrees to pay a sum equal to fifteen percent (15%) of the Appreciated Value (as hereinafter defined), if any, occasioned by such transfer or distribution or payment of insurance proceeds to the Artist (or Artist's agent for the purpose) within thirty days of the sale.
 11. "Appreciated Value" of the Work for the purposes of this Agreement, shall be the increase, if any, in the value or price of the Work over the price for which the Collector had purchased the Artwork.
 12. Any failure to follow these terms without prior consent of Artist will forfeit the status of the Artwork as a legitimate work of art. The item will no longer be considered a genuine work by the Artist and any value associated with it will be reduced to its value as a material object and not a work of art.
 13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
 14. If any provision of this Agreement or the application of any provision to any person or to any circumstance is determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. The parties intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.
 15. No waiver by any party of any covenant or condition or the breach of any covenant of this Agreement to be kept or performed by the other party shall be construed as a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement.
 16. This agreement may be executed in two copies, each of which is deemed an original. Electronically transmitted and/fax signatures shall be treated as original signatures.
 17. This Agreement is intended to benefit and be binding upon Artist, Collector, and all those acting in concert or participation with them or under their direction or control, as well as their successors, heirs and assigns.
 18. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, with respect to such subject matter. This Agreement cannot be amended except in a written instrument executed by all parties.

Frequently Asked Questions:

- Q: Doesn't the first sale doctrine prevent you from collecting further payment past the initial sale of the item?
A: In order to be recognized as a work of art the contract must be adhered to, and regards of who owns it and who buys it the contract remains between the artist and the purchaser, not between buyer and seller.
- Q: What means does it use to connect to the Internet ? Wireless or other ?
A: It specifically connect via wired ethernet, and it automatically obtains IP through DHCP.
- Q: If I were to buy this, how long could I expect to own it before it sells itself again?
A: It is hard to say. Like any commodity it is subject to demand. It could be moments or years. The perpetual state of uncertainty and the instability of ownership are primary components of the work.
- Q: How would you handle the contingencies of ebay shutting down/going under? It seems difficult to maintain the "perpetual" state of auction for more than a few millennia.
A: The contract and the piece were designed to be platform agnostic to accommodate for this. If eBay dries up and disappears, then another platform, either propriety or public, can be used for the selling.
- Q: What happens if the minimum bid is not met for one of the sales?
A: If the minimum bid is not met, then it will repost itself a few minutes after the auction ends.
- Q: How does one use this item? Is there a manual?
A: It is largely automated, but instructions for cleaning, maintenance, etc will be given to the purchaser after the sale. Any necessary hardware and software maintenance upgrades are the responsibility of the artist.
- Q: Is the owner of the Artwork allowed to bid on it in the auction? If so, is the owner still bound by clause #10, having to pay the Artist extra money even without making a profit?
A: Hi. The owner of the Artwork is bound by the structures within which the work is being sold, in this case eBay. So bidding on something that one is selling constitutes 'shill bidding' which is against the rules on eBay. Thanks for the question!

Questions and answers about this item

Q: Presumably, since there is nothing to say otherwise, the Agreement will be held fulfilled if it is connected to a working internet connection, but not supplied with power? Jan 23, 2010

A: Since the work exists in two parts, the physical object and the perpetual auction any event that would create a scenario where one half was lost, would cause the work to be destroyed. And thus, as an artwork it would no... [Continue reading](#)

Q: Also, what kind of warranty, if any, do you offer? Jan 22, 2010

A: There is no warranty per se. The collector is responsible for the proper care and maintenance of the piece, including the proper shipping and handling during transport and setup as well the creation of a safe and... [Continue reading](#)

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