



ADRIAN PIPER RESEARCH ARCHIVE FOUNDATION

gGmbH

**AGREEMENT OF ORIGINAL TRANSFER OF WORK OF ART**

Fill in date, names and addresses of parties	This agreement made this _____ day of _____, 2_____, by and between The APRA Foundation representing Adrian Piper (hereinafter the "Artist"), residing at <u>Reinickendorfer Straße 117, 13347 Berlin, Germany,</u> and _____ (hereinafter the "Collector"), residing at _____ _____
Fill in data identifying the Work	Venue Tax Identification #: _____ WITNESSETH: WHEREAS the Artist has created that certain work of art, Title: _____ Inventory #: _____ Date: _____ Material: _____ Dimensions: _____ Description: _____ (hereinafter "the Work"); and WHEREAS Artist is willing to sell the Work to Collector and Collector is willing to purchase the Work from Artist, subject to mutual obligations, covenants, and conditions herein; and WHEREAS Collector and Artist recognize that the value of the Work, unlike that of an ordinary chattel, is and will be affected by each and every other work of art the Artist has created and will hereafter create; and WHEREAS the parties expect the value of the Work to increase hereafter; and WHEREAS the parties wish the integrity and clarity of the Artist's ideas and statements in the Work to be maintained and subject in part to the will or advice of the creator of the Work, NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations the parties hereto agree as follows:
Fill in price or value; strike out one not applicable	<b>PURCHASE AND SALE. ARTICLE ONE:</b> The Artist hereby sells to Collector and Collector hereby purchases the Work from Artist, subject to all the covenants herein set forth (for the price of _____) (at the agreed valuation for the purposes of this agreement of _____).
Fill in name, address of Artist's agent, if any; strike out one not applicable	<b>FUTURE TRANSFERS. ARTICLE TWO:</b> Collector covenants that in the event Collector shall hereafter sell, give, grant, barter, exchange, assign, transfer, convey or alienate the Work in any manner whatsoever or if the Work shall pass by inheritance or bequest or by operation of law, or if the Work shall be destroyed and insurance proceeds paid therefore, Collector or Collector's personal representative shall make every reasonable effort to file a current TRANSFER AGREEMENT AND RECORD in the form and containing the information set forth and called for in the specimen hereunto annexed and made a part hereof, completed and dated, and subscribed by Collector or Collector's personal representative and Collector's transferee, with the (Artist at the address set forth above) (Artist's agent for the purpose: _____) at: _____ within thirty days of such transfer, distribution, or payment of insurance proceeds.
	<b>PRICE/VALUE. ARTICLE THREE:</b> The "price or value" to be entered on a TRANSFER AGREEMENT AND RECORD shall be: (a) the actual selling price if the Work is sold for money; or (b) the money value of the consideration if the work is bartered or exchanged for a valuable consideration; or (c) the fair market value of the Work if it is transferred in any other manner.
	<b>TRANSFEREES TO RATIFY AGREEMENT. ARTICLE FOUR:</b> Collector hereby covenants that he or she will not hereafter sell, give, grant, barter, exchange, assign, transfer, convey or alienate the Work in any

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Founder: Adrian M. S. Piper

	manner whatsoever or permit the Work to pass by inheritance or bequest or by operation of law to any person without making every reasonable effort to procure such transferee's ratification and affirmation of all the terms of this Agreement and transferee's agreement to be bound hereby and to perform and fulfill all of the Collector's covenants set forth herein, said ratification, affirmation and agreement to be evidenced by such transferee's subscription of a current duly completed and filed TRANSFER AGREEMENT AND RECORD.
Strike out one not applicable	<b>PROVENANCE. ARTICLE FIVE:</b> Artist hereby covenants that (Artist) (Artist's agent for the purpose as set forth in ARTICLE TWO) will maintain a file and record of each and every transfer of the Work for which a TRANSFER AGREEMENT AND RECORD has been duly filed pursuant to ARTICLE TWO herein and will at the request of the Collector or Collector's successors in interest, as that interest, furnish in writing a provenance and history of the Work based upon said records and upon Collectors' notices of proposed public exhibitions and will certify in writing said provenance and history and the authenticity of the Work to Collector and his or her successors in interest, and, at Collector's reasonable request, to critics and scholars. Said records shall be the sole property of the Artist.
	<b>EXHIBITION. ARTICLE SIX:</b> Artist and Collector mutually covenant that (a) Collector shall give Artist written notice of Collector's intention to cause or permit the Work to be exhibited to the public, advising Artist of all details of such proposed exhibition which shall have been made known to Collector by the exhibitor. Artist shall forthwith communicate to Collector and the exhibitor any and all advice or requests that she may have regarding the proposed exhibition of the Work. (b) Artist's failure timely to respond to Collector's timely notice shall be deemed a waiver of Artist's rights under this article, with respect to such exhibition and shall operate as a consent to such exhibition and to all details thereof of which Artist shall have been given timely notice.
	<b>NON-DESTRUCTION. ARTICLE SEVEN:</b> Collector covenants that Collector will not intentionally destroy, damage, alter, modify or change the Work in any way whatsoever.
	<b>REPAIRS. ARTICLE EIGHT:</b> Collector covenants that in the event of any damage to the Work, Collector shall consult with Artist prior to the commencement of any repairs or restoration and if practicable Artist shall be given the opportunity to make any required repairs or restoration.
	<b>REPRODUCTION. ARTICLE NINE:</b> Artist hereby reserves all rights whatsoever to reproduce for public media purposes only or, in case of destruction or damage sufficient to block restoration only, exactly reconstruct the Work where possible to do so by Artist's own hand. Artist shall not unreasonably refuse permission to reproduce the Work in catalogues and the like incidental to public exhibition of the Work. Artist is strictly prohibited from otherwise producing any multiples, copies, or editions of the Work except by explicit written permission of Collector. Collector is strictly prohibited from otherwise producing any multiples, copies, or editions of the Work except by explicit written permission of Artist.
	<b>NON-ASSIGNABILITY. ARTICLE TEN:</b> No rights created in the Artist and for the Artist's benefit by the terms of this Agreement shall be assignable by Artist during the Artist's lifetime, except that nothing herein contained shall be construed as a limitation on Artist's rights under any copyright laws to which the Work may be subject.
Strike out (a) if not applicable	<b>NOTICE. ARTICLE ELEVEN:</b> Artist and Collector mutually covenant that there shall be permanently affixed to the Work a NOTICE of the existence of this Agreement and that ownership, transfer, exhibition and reproduction of the Work are subject to the covenants herein, said NOTICE to be in the form of the specimen hereunto annexed and made a part of this Agreement. (a) Because the Work is of such nature that its existence or essence is represented by documentation, or because documentation is deemed by Artist to be part of the Work the permanent affixing of said NOTICE to the documentation of the Work shall satisfy the requirements of this article.
	<b>TRANSFEREES BOUND. ARTICLE TWELVE:</b> In the event the Work shall hereafter be transferred or otherwise alienated from Collector or Collector's estate in any manner whatsoever, any transferee taking the Work with notice of this Agreement shall in every respect be bound and liable to perform and fulfill each and every covenant herein as if such transferee had duly made and subscribed a properly executed TRANSFER AGREEMENT AND RECORD in accordance with ARTICLE TWO and ARTICLE FOUR herein at the time the Work was transferred to him or her.
	<b>EXPIRATION. ARTICLE THIRTEEN:</b> This Agreement and the covenants herein shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all other successors in interest and the Collector's covenants do attach and run with the Work and shall be binding in perpetuity.
	<b>WAIVERS NOT CONTINUING. ARTICLE FOURTEEN:</b> Any waiver by either party of any provision of this Agreement, or of any right hereunder, shall not be deemed a continuing waiver and shall not prevent or estop such party from thereafter enforcing such provision or right, and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such terms or

	provisions, but the same shall continue in full force and effect.
	<b>AMENDMENT IN WRITING. ARTICLE FIFTEEN:</b> This Agreement shall not be subject to amendment, modification, or termination, except in writing signed by both parties.
	<b>ATTORNEY'S FEES. ARTICLE SIXTEEN:</b> In the event that either party shall hereafter bring any action upon any default in performance or observance of any covenant herein, the party aggrieved may recover reasonable attorneys' fees in addition to whatever remedies may be available to him or her.

IN WITNESS WHEREOF, the parties have set their hands and seals to the Agreement as of the day and year first above written.

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Fill in NOTICE in full (Do not remove from original)

## NOTICE

Ownership, Transfer, Exhibition and Reproduction of this Work of Art are subject to covenants set forth in a certain Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, by and between

The APRA Foundation and \_\_\_\_\_

one original of which is on file with The APRA Foundation at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Artist)

\_\_\_\_\_  
(Collector)

**SPECIMEN - SPECIMEN - SPECIMEN**

Fill in ONLY:

data identifying the Work

names of parties ("between \_\_\_\_\_ and \_\_\_\_\_")

date

(Do not remove from original)

**TRANSFER AGREEMENT AND RECORD**

To: Know ye that \_\_\_\_\_ residing at \_\_\_\_\_ has this day transferred all his or her right, title and interest in that certain Work of Art known as:

Title: \_\_\_\_\_ Inventory #: \_\_\_\_\_

Date: \_\_\_\_\_ Material: \_\_\_\_\_

Dimensions: \_\_\_\_\_ Description: \_\_\_\_\_

to \_\_\_\_\_ residing at \_\_\_\_\_ transferee, at the agreed price or value of \_\_\_\_\_. Transferee hereby expressly ratifies and affirms all the terms of that certain Agreement made by and between \_\_\_\_\_ and \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, and agrees to be bound thereby and to perform and fulfill all of Collector's covenants set forth in said Agreement.

Done this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_  
(Collector)

\_\_\_\_\_  
(Transferee)