



SPECIMEN ONLY

Artwork Group Exhibition & Loan Agreement

PREAMBLE. In this Agreement, for purposes of defining the conditions under which Adrian Piper's artwork shall be exhibited, "the Artist" denotes Adrian Piper. "APRA" denotes the Adrian Piper Research Archive Foundation, and during her lifetime, Adrian Piper specifically. "The Borrower" denotes

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the borrower, curator, director, or other individual in an official capacity representing the gallery, museum, or other art institution wishing to exhibit Adrian Piper's art work in a non-commercial solo or group exhibition. "The Venue" denotes

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the gallery, museum, or other art-institutional space at which the work is to be exhibited. "The Work(s)" denotes those works by Adrian Piper selected by agreement between APRA and the Borrower for exhibition in the Venue and listed by title, date, correct caption and APRA inventory number in an **Addendum #1: Consignment of Artwork** to this Agreement. This Agreement describes the conditions under which APRA agrees to exhibit the Artist's Work(s) in a solo or group exhibition at the Venue. Each of two signed and dated copies of this Agreement shall be in the possession of APRA and the Borrower respectively in advance of shipment of the Work(s) to the Venue.

1. SHIPPING: The Borrower shall pay all costs of shipping the Work(s) to the Venue and back to APRA. The Borrower shall follow all relevant guidelines in the attached **Addendum #2: Art Shipping Instructions to Venues**.

2. INSURANCE: The Borrower shall adequately insure the Work(s) while in transit to the Venue, from the Venue back to APRA, as well as while in the Borrower's care at the Venue and at any other interim traveling Venues arranged by the Borrower and approved in writing by APRA.

3. CERTIFICATE OF INSURANCE: The Borrower shall provide APRA with a valid and current Certificate of Insurance from its insurer, confirming comprehensive coverage of the work, in advance of shipment of the Work to the Venue.

4. CONSIGNMENT FORM: The Borrower shall provide APRA with a signed Consignment Form, attached as **Addendum #1: Consignment of Artwork**, in advance of shipment of the Work to the Venue.

5. ART HANDLING FEE: The Borrower shall pay APRA an art handling flat fee of £300.- per discrete Work as listed in **Addendum #1: Consignment of Artwork** and as aggregated in **Addendum #3: Art Handling Invoice**, in advance of shipment of the Work to the Venue. This fee shall not apply to time-based media rentals falling under the terms of APRA's *Audio & Video Rental Application*.

6. WORKS PRODUCED WITH A DIGITAL FILE: The Borrower shall sign APRA's Image Reproduction Permission Agreement. APRA shall provide the digital file(s) in advance of the exhibition. The Borrower shall cover the production costs for the print of the digital file(s). After completion of the printing production, the Borrower shall destroy the digital file(s), video-document its destruction, and provide APRA with this video documentation.

7. CONDITION REPORTS: The Borrower shall issue and send to APRA an Arrival Condition Report within two weeks of the arrival of the Work(s) on the Borrower's premises. The Borrower shall issue and send to APRA a Departure Condition Report within two weeks of the departure of the Work(s) from the Borrower's premises.

8. FRAMING: The Borrower shall cover costs of framing previously unframed Work(s).

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United Kingdom

All proceeds from the sale, rental, exhibition, publication or production of work by Adrian Piper support the Adrian Piper Research Archive Foundation, aka APRA, a Scottish Charitable Incorporated Organization (SCIO) regulated by the Scottish Charity Regulator (OSCR) and established for the benefit of those students, scholars, curators, collectors, writers, and members of the general public who have a constructive curiosity or scholarly or professional interest in Piper's work in art or philosophy. APRA aims to advance multidisciplinary creative inquiry and education in the arts and sciences by funding research that exemplifies, models, analyzes and/or theorizes the multidisciplinary expressions of the self that are encouraged by globalization and cross-cultural journeying.

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9. INSTALLATION: The Borrower shall consult with APRA as to the correct installation of the Work(s). If and only if the Borrower and APRA mutually agree that APRA's more direct participation in the installation and/or exhibition of the Work(s) at the Venue is necessary, the Borrower shall arrange and pay the costs of round-trip transportation, meals, room and board for the Artist and/or her assistant(s); or, after the Artist's demise or incapacitation, for the Director of APRA.

10. STORAGE AND APRA INVENTORY: The Borrower shall return the Work(s) to APRA's storage facility within a month following the closing date of the exhibition. APRA shall pay all costs of storage of the Work(s) in the APRA storage facility and maintenance of the APRA inventory.

11. PUBLICITY:

11.1. Announcement: The Borrower shall pay all costs incurred in the design, production, printing, and shipping of the announcement.

11.2. Press Clippings: The Borrower shall supply APRA with a digitally formatted publicity packet of critical reviews of and articles about the Work and exhibition in the Venue.

11.3. Visual reproductions:

11.3.1. supplied by APRA: The Borrower shall follow APRA's Reproduction Permissions procedure, available at http://adrianpiper.com/edinburgh/reproduction_permissions.shtml, in order to request for publication by the Borrower or by the press any images of Work(s) created by the Artist.

11.3.2. supplied to the public: The Borrower shall supply visual images of the Artist's Work(s) in the form of slides, photographs, digitized images, or 4x5" transparencies to meet all of those requests from the public which are made directly to the Venue; and shall pay duplication costs for this purpose.

11.3.3. supplied to APRA: The Borrower shall supply APRA with high-resolution (minimum 300 dpi TIFF-formatted) digital reproductions, and Digi-Beta PAL-formatted video or film footage, of all images of the Work(s) taken by the Venue on its premises; and shall pay duplication costs for this purpose.

11.3.4. appearing in the catalogue: The Borrower shall deliver to APRA one high-resolution duplicate of each reproduction, from whatever source, that appears in the catalogue, in advance of its publication, for further non-profit use by APRA at http://adrianpiper.com/edinburgh/reproduction_permissions.shtml

11.4. Advertisement: The Borrower shall pay all costs of magazine, journal, newspaper, or other periodical advertisements.

11.5. Advance Approval of Advertising and Publicity Material: The Borrower and any other interim traveling Venues arranged by the Borrower and approved in writing by APRA shall submit to APRA for final approval or correction any advertising and publicity texts that mention the Artist or the Work(s), including but not limited to press releases, wall labels, visitor information texts and audio lectures, online visitor information, catalogue essays and texts, etc.

12. SCOPE OF THIS AGREEMENT: This Agreement supercedes earlier versions of same. It shall apply to a one-time exhibition of the Artist's Work(s) as listed in the **Addendum #1: Consignment of Artwork**, and does not imply or obligate either APRA or the Borrower to future exhibitions of the Artist's work.

13. ADJUDICATION OF CONFLICTING CLAIMS AMONG BORROWERS AND/OR VENUES: The Borrower and the Venue shall recognize APRA as an independent contractor that may maintain this Art Exhibition & Loan Agreement with more than one Borrower and/or Venue simultaneously. Should conflicting claims or requests arise between two or more Borrowers regarding the exhibition of work(s) by the Artist not specifically included in the **Addendum #1: Consignment of Artwork**, APRA shall adjudicate any such conflicting claims or requests in accordance with reasonable, impartial and interpersonally defensible standards of fairness *regardless of advantage*. The Borrower and the Venue shall abide by APRA's decision.



[Borrower's signature]

[name]

[title]

[institution]

[address]

[address]

[address]

Date

Artist's Signature

Director

Adrian Piper Research Archive

Foundation

Date

Addendum #1: Consignment of Artwork

Consignee:
Title:
Venue Name:
Venue Address:
Venue Address:
Venue Address:
Telephone Number:
Fax Number:
Email Address:

For exhibition, [title]
Venue 1: [name, address]
from [opening day/month/year]
to [closing day/month/year]

WORK CONSIGNED:

[image] 1. [Title, date]
 [Correct caption information:] Genre, materials, dimensions. Collection and © Adrian Piper
 Research Archive Foundation.
 APRA Inventory #
 [Insurance valuation:] £
 Special Instructions:

[image] 1. [Title, date]
 [Correct caption information:] Genre, materials, dimensions. Collection and © Adrian Piper
 Research Archive Foundation
 APRA Inventory #
 [Insurance valuation:] £
 Special Instructions:

[image] 1. [Title, date]
 [Correct caption information:] Genre, materials, dimensions. Collection and © Adrian Piper
 Research Archive Foundation.
 APRA Inventory #
 [Insurance valuation:] £
 Special Instructions:

The Consignee is responsible for all insurance coverage of the work(s) during transit and while in his/her/its possession, and for all costs relating to packing, shipping, and customs. If Consignee represents an exhibition venue, it accepts the terms of the Adrian Piper Research Archive Foundation's *Artwork Exhibition & Loan Agreement* or *Artwork Exhibition & Placement Agreement* (attached where relevant). Should the Consignee be or represent a Dealer, he or she is prohibited from sub-consigning the Work to another dealer.

The Consignee indicates his/her/its agreement with these terms by returning one signed and dated copy of this form to APRA in advance of shipment of the work(s).



[Signature of Consignee]

Date

Addendum #2: Art Shipping Instructions to Venues

(1) After all paperwork is received at the Adrian Piper Research Archive Foundation, a minimum of *one week's advance notice* to APRA's Registrar is needed for all packing and shipping to any Venue. APRA cannot guarantee that the work will be shipped on time if this minimum is not met. Nothing will be shipped out without a final approval from APRA's Director.

(2) For reasons of insurance liability, APRA cannot be responsible for packing, shipping or unpacking any artwork. It is APRA's Registrar's responsibility to oversee the process of packing, shipping, unpacking and removing discarded packing materials from APRA's premises. The venue must assume full responsibility for that process, and for all charges connected with packing, shipping, unpacking, removing discarded materials from APRA's premises, and insurance.

(3) APRA strongly recommends that the Venue use one of the three following experienced, reliable art handling companies when artwork is sent from or returned to APRA:

Constantine Scotland North Caldeen Road Coatbridge North Lanarkshire, ML5 4EF Scotland UK T: +44 (0)12 3675 0055 E: enquiries@constantinemoving.com W: www.constantinescotland.co.uk/	Cadogan Tate: London Fine Art Services, Alpha House 90A Durnsford Road London, SW19 8HQ, UK T: +44 (0)70 8971 4300 E: fineartuk@cadogantate.com W: www.cadogantate.com/	Momart Ltd. HX1 1 Harbour Exchange London, E14 9GE UK T: +44 (0)20 7426 3000 E: enquiries@momart.co.uk W: www.momart.com/
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These companies also offer packing, crating and fine art storage as well. They come directly to the storage area, pack the work, and load the truck. They also return the work directly into the storage facility, unpack it, and remove discarded packing materials.

(4) Whatever shipper the Venue chooses must agree to

(4.1) schedule at least a week *in advance* with APRA's Registrar when the work is to be packed and picked up and/or returned;

(4.2) for pick-up, pack the work on APRA's premises;

(4.3) for return, bring the work *directly into* APRA's storage facility, unpack it and remove discarded packing materials from APRA's premises.

(5) If the shipping company the Venue chooses is not on APRA's approved list, the Venue must supply APRA with its credentials. APRA will need to verify the company's credentials *in advance*, in order to ascertain that its shipping and insurance practices are acceptable. APRA will not work with a freight shipping company such as Yellow Freight in the U.S., or DHL or UPS in Germany, and will refuse any shipment that comes by these methods.

(6) If the Venue chooses to ship using its own Fed Ex account, the following conditions apply:

(6.1) Fed Ex as a shipping method is approved by APRA only for multiples with a value up to £10,000.00.

(6.2) APRA must receive *advance* verification that the Venue's insurance covers this method. Otherwise another shipping method must be used.

(6.3) In accordance with Scottish tax law, the waybill and other shipping documents must each include the title of the work plus the APRA inventory number listed in **Addendum #1**.

(6.4) Venues wishing to ship larger works are strongly urged to use one of the art handling companies recommended in (3), above.

Addendum #3: Art Handling Invoice



ADRIAN PIPER
RESEARCH ARCHIVE
FOUNDATION



INVOICE DATE:	
INVOICE NUMBER:	
EXHIBITION TITLE:	
EXHIBITION DATES:	
VENUE NAME:	
BILLING STREET ADDRESS :	
CITY:	
STATE:	
POSTAL CODE:	
SHIPPING STREET ADDRESS:	
CITY:	
STATE:	
POSTAL CODE:	
COUNTRY:	
CONTACT PERSON:	
TELEPHONE NR.:	
FAX NR.:	
E-MAIL ADDRESS:	
VAT NR.:	

BANK TRANSFER INSTRUCTIONS:	
Please transfer the sum of £---.-- plus any applicable venue bank transfer fees, ensuring that APRA receives the complete and total sum of £---.-- to	
<i>Account Name:</i>	Adrian Piper Research Archive Foundation
<i>Bank:</i>	Weatherbys Bank Ltd. Sanders Road Wellingborough NN8 4BX Northamptonshire, UK
<i>IBAN:</i>	GB97 WBYS 6093 0314 0533 33
<i>SWIFT:</i>	WBYS GB22
<i>Invoice Number:</i>	----- Please reference this number in your transfer.
<i>Total Amount Due:</i>	£---.-- within 30 days of invoice date

Works listed below are prepared for shipment once official electronic funds transfer confirmation and venue Certificate of Insurance are received at registrar@adrianpiper.com.

TITLE OF WORK	DATE	APRA INVENTORY #	HANDLING FEE @ £300.- ea.
TOTAL NUMBER OF WORKS:		SUBTOTAL:	
		UK +VAT 7%:	
		NON-UK: + International Wire Transfer Fee [£40.00]:	
		TOTAL AMOUNT DUE within 30 days of invoice date:	

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