

EXAMINATION AGREEMENT

Dated 2017

Please fill out the following information.

WORK

Title _____

Date _____

Media _____

Signature / Inscription _____

Where found on Work _____

Dimensions _____

Condition / Conservation Notes

PROVENANCE

Current Owner

Name _____

Address _____

Phone _____

Date Acquired _____

Collection Credit _____

As you wish to be credited for publication if accepted by AMCR

Acquired from

Name _____

Address _____

Phone _____

Date Acquired _____

Previous Owners *Please include address, phone numbers, and any and all bills of sale.*

Date Acquired

Exhibition History:

Publication History:

Notes:

1. This letter agreement, including the above information supplied by you, when signed by you and AMCR shall constitute our understanding. You hereby submit the above-referenced Work to AMCR for possible inclusion in the Agnes Martin Catalogue Raisonné Catalogue (“Catalogue”) to be published by Artifex Press LLC and agree to be bound by the terms herein.
2. You grant AMCR the right, permission and full consent to photograph the Work at its own expense for possible or actual inclusion in the Catalogue. You grant AMCR permission and full consent to take paint samples, consult experts of any nature, conduct such tests and undertake any other actions as it deems necessary or desirable in connection with its examination of the Work in its absolute discretion at your sole expense, payment for which shall be promptly made to AMCR by you when invoiced. AMCR may publish and retain records of results of any tests, photographs (including those taken by AMCR or any third party), or expert findings obtained from any such examination(s), for any and all purposes that AMCR deems appropriate.
3. AMCR will review the Work at its sole discretion in a timely manner. The submission of this agreement is in no way shape or form an assurance that the submitted work will be included in the Catalogue. The AMCR may in its absolute discretion refuse for any reason whatsoever not to include such Work in the Catalogue. AMCR’s review of the Work is not intended and shall not be construed as a warranty or an authentication of any kind. AMCR expressly disclaims any liability whatsoever to you or anyone else for any reason related to its conduct, activities, and determinations pursuant to this agreement.
4. If AMCR decides to include the Work in the Catalogue, you will be notified in writing and advised of the registration number. A photograph of the Work will be reproduced in the Catalogue together with its provenance.
5. You are simultaneously herewith providing full proof of insurance for the stated value of the Work and/or an amount determined by AMCR to be sufficient. Proof of insurance must show that: (a) You are the owner of the Work; (b) You are listed on the insurance policy as the insured party; (c) AMCR is listed on the insurance policy as an additional insured party; and (d) The insurance policy provides for wall-to-wall coverage of the Work. Proof of insurance of the Work is attached hereto as Exhibit A. You acknowledge, agree and understand that AMCR does not and will not carry insurance for the Work and is not liable whatsoever for any damage to or any loss of the Work, whether occurring during travel to or from or while in the custody or control of AMCR, whether from any cause including, but not limited to, fire, theft, vandalism, negligence, accidents, acts of God, or any other causes. AMCR has no legal or financial responsibility whatsoever for damage or loss due to any tests made or actions taken either by or on behalf of AMCR in relation to the examination of the Work.

6. You acknowledge that AMCR may respond to any third party requests for information about the Work when AMCR, in its sole and absolute discretion, deems such requests appropriate. AMCR shall have the right to treat any opinions on or findings about the Work as public information and provide information about the Work at any time to any person or entity for any reason.
7. You, at your sole expense, shall arrange for the packing, delivery and pick up of the Work, at your own expense, according to the date, time and location to be specified by AMCR in writing. You understand that any attempt to deliver the Work outside of the specified date, time frame, or location may be refused. The Work will be removed from its frame and matting prior to delivery at your sole expense. In the event the Work is not reclaimed following its review and/or examination, you authorize AMCR to deliver the Work to a warehouse of its choosing to be stored on your account and at your sole expense.
8. You hereby expressly warrant and represent: (a) that any and all information supplied by you herein above is true, accurate and complete and you understand that it will be materially and substantially relied upon by AMCR, including ownership, provenance, and condition supplied by you; (b) no relevant information concerning the Work related to the AMCR decision making process has been withheld; (c) you are the exclusive legal Owner of the Work and have full legal title thereto; (d) the Work was not stolen or the subject of any claim, suit or demand while you have been the title holder of such Work or while the Work has been in your possession or control or in the possession or control of any other person or entity.
9. You hereby fully indemnify, defend, and hold AMCR, its Committee Members, agents, employees, attorneys, its successors, assigns, related or affiliated companies inclusive of parent and subsidiary companies and Artifex Press LLC fully harmless (including all of such companies' directors, agents, and attorneys) ("AMCR Companies and Personnel") from and against any and all losses, liabilities, claims, demands, causes of action, damages, fees, costs, including reasonable attorneys fees, whether or not covered by insurance, arising out of, resulting from any breach by you of any representations and warranties recited herein.
10. No legal action or legal claim of any kind shall be made by you against AMCR and the AMCR Companies and Personnel based upon this agreement. You expressly, knowingly and voluntarily waive such right. In the event you make a legal claim of any kind against AMCR and/or the AMCR Companies and Personnel, you will be fully responsible for payment of any and all reasonable legal fees, costs, and expenses (which shall be paid promptly upon demand) of AMCR and the AMCR Companies and Personnel.
11. This agreement shall be governed by the laws of the State of New York without regard to conflict of law principles. The language of this agreement shall be construed as a whole according to its fair meaning. The language of this agreement is not to be construed for or against any party.
12. Any and all disputes whatsoever arising hereunder, shall be exclusively litigated and determined in the United States District Court for the Southern District of New York or by the Supreme Court of the State of New York for New York County, and by entering into this agreement, the parties expressly and irrevocably consent to sole and exclusive jurisdiction in only those courts and no other courts or jurisdictions whatsoever and neither party shall make any claim or demand in any other jurisdiction or forum whatsoever and the parties expressly waive any right to object to such jurisdiction, or the convenience of such forum.
13. You hereby waive and expressly disavow any right to a trial by jury in a court action or proceeding on any matters concerning this agreement.
14. If any provision of this agreement shall for any reason be held invalid, illegal or unenforceable, same shall not affect the validity of this agreement or any other provision hereof and this agreement shall be interpreted and construed as if such provision, to the extent invalid, illegal or unenforceable, had not been contained herein.

15. Any decision made whatsoever by the AMCR may be changed in the future without any legal effect or consequences related to such a decision made by AMCR. AMCR expressly reserves the right to withdraw, edit or amend its opinion and/or findings of the Work at any time and accordingly, any Work accepted for inclusion in the Catalogue may be withdrawn from the Catalogue.

AGREED TO:

By: _____
AMCR LLC

By: _____
OWNER