

Brice Marden Catalogue Raisonné Agreement

The Brice Marden Catalogue Raisonné, LLC (the “Project”) was established to prepare and publish a catalogue raisonné of the works of Brice Marden (the “Catalogue”).

The Project is pleased to review the works by Brice Marden that you own for potential inclusion in the Catalogue, subject to the conditions of this letter. Please read the conditions to submission closely before signing and returning this letter. Thank you for your time, interest and cooperation.

Your submission of your work (the “Work”) to the Project for possible inclusion in the Catalogue is subject to the following conditions:

1. You understand that submission of the Work does not guarantee its inclusion in the Catalogue.
2. You represent and warrant that you are the owner of the Work and that all information you provide to the Project is accurate to the best of your knowledge.
3. You understand that the Project may, in its sole discretion, consider the Work for inclusion in the Catalogue. You understand that there is no set time frame for this decision-making process, and that you may not find out whether the Work is included in the Catalogue until it is published (if it is published) or at all.
4. You understand that neither the Project nor any individual or entity associated with the Project, including but not limited to its members, officers, directors, employees, agents, representatives, writers, researchers, advisors, consultants, and all individuals and entities providing any funding for the Project (together, the “Project Releasees”), warrants or guarantees the correctness of the Project’s decision. You release and discharge the Project Releasees from and against any and all claims, liabilities, losses and damages, and all related costs and expenses, including reasonable attorneys’ fees, arising out of or based on the submission of the Work, or resulting from any decision rendered by the Project (or failure to render a decision) concerning the Work.
5. You agree to defend, indemnify, and hold harmless the Project Releasees from and against any and all claims, liabilities, losses and damages, and all related costs and expenses, including reasonable attorneys’ fees, arising out of, based on, or resulting from any claims asserted by you or by any third party relating to the submission of the Work, or any decision rendered (or any failure to render a decision) by the Project concerning the Work.
6. You agree that any decision of the Project to include the Work in the Catalogue may not be interpreted as a warranty or guarantee as to either the authenticity or the provenance of the Work, and may not be relied upon as such by you or by a future owner or purchaser of the Work. You also agree that no legal or equitable action may be taken in connection with any decision of the Project.
7. The terms of this letter shall be binding upon you, the Project, and the heirs, successors, and assigns of you and of the Project, each of whom (a) agrees that any and all disputes arising under or related to this letter or the submission of the Work shall be governed by and construed in accordance with the laws of the State of New York, without regard to applicable choice of law or conflicts of law rules, (b) waives any right to trial by jury in any proceeding pertaining to this letter or the submission of the Work, and (c) consents to the jurisdiction of the courts of the State of New York or the United States District Court for the

Southern District of New York, located in Manhattan, to the exclusion of all other courts and or any other venue in any such proceeding. In any proceeding to enforce any part of this agreement, the reasonable attorneys' fees and expenses of the prevailing party shall be paid by the other party.

- 8. The terms of this letter constitute the entire agreement between you and the Project as to its subject matter. No waiver or amendment of this letter is valid unless it is in writing and signed by you and the Project.

Please sign below to acknowledge that you have read and agree to comply with the requirements and terms of this letter and further agree that this letter governs the submission to the Project of this and any other works that you own.

.....
Signature

.....
Date

.....
Name

Accepted and Agreed by the Brice Marden Catalogue Raisonné, LLC

.....
Signature

.....
Date

.....
Name

Brice Marden Catalogue Raisonné Artwork Submission Form

Please complete one form per artwork. If additional space is required, please add information overleaf with the corresponding field number.

1 **Title**

2 **Date of Work**

3 **Medium**

4 **Dimensions** (H × W × D)

5 **Signature/Inscription and location on work** Please write in full or attach image.

6 **Labels** Please write in full or attach image.

7 **Current Owner**

8 **Collection Credit** Indicate here how you wish your name (and location) to appear in the publication.

9 **Current Location** (on loan, in storage, . . .)

10 **Provenance** (purchased from, date of purchase, other previous owners)

11 **If applicable, sold to, date of sale**

12 **Exhibitions**

13 **Publications**

14 **Are photographs available?** If so, please attach high-resolution digital file and include photo credit.

15 **Contact person for future inquiries** Please provide name, telephone, e-mail, fax (if applicable).

Please return the signed agreement and completed submission form by mail or e-mail to

Tiffany Bell / Brice Marden Catalogue Raisonné
131 Varick Street, #1003, New York, NY 10013

E-mail: info@bricemardencatalogueraisonne.com