

**SPECIMEN ONLY**

*Artwork 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 APRA Foundation Berlin, 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:**

**5.1. Handling Fee:** The Borrower shall pay APRA an art handling flat fee of €250.- 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 *Video & Soundwork Rental Application*.

**5.2. Temporary Storage Expenses at Hasenkamp International Art Transport, Berlin:** The Borrower shall cover the expenses per hour for Hasenkamp's staff to retrieve the artwork(s) inside APRA storage and to repack them for transport, whether or not the Borrower chooses Hasenkamp to ship the artwork(s) to and from the exhibition venue.

**6. PRODUCTION WITH A DIGITAL FILE:** The Borrower shall provide APRA with a signed Image Reproduction Permission Agreement. APRA will 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

<p>adrianpiper.com contact@adrianpiper.com Tel/ Fax +49 (0) 30 4403-9244 Postfach 2 88 52 10131 Berlin Germany</p>	<p style="text-align: center;">Founder &amp; Trustee: Adrian M. S. Piper</p> <hr style="width: 30%; margin: auto;"/> <p><i>All proceeds from the production, sale, rental, exhibition, publication or archival examination of work by Adrian Piper support the APRA Foundation Berlin (APRA), a research archive and website at adrianpiper.com 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 in the arts and sciences by funding research that exemplifies, models, analyzes and/or theorizes the multidisciplinary expressions of the self encouraged by globalization and cross-cultural journeying.</i></p>	<p>VAT Nr.: DE 340 099 898 Steuer Nr.: 27 / 643 / 03707 APRA Foundation Berlin Weberbank Actiengesellschaft IBAN: DE95 1012 0100 1004 0787 76 BIC: WELA DE 33 WBB SWIFT: HELA DE 33</p>
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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).

**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 to the public:** The Borrower shall supply visual images of the Artist's Work(s) in the form of slides, photographs, digitized images on disk, 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.

**11.3.2. 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.

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

**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 APRA Foundation Berlin	Date
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## 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 Adrian Piper  
 Research Archive Foundation Berlin. © APRA Foundation Berlin.  
 APRA Inventory #  
 [Insurance valuation:] €  
 Special Instructions:

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

[image] 1. [Title, date]  
 [Correct caption information:] Genre, materials, dimensions. Collection Adrian Piper  
 Research Archive Foundation Berlin. © APRA Foundation Berlin.  
 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 APRA Foundation Berlin'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 APRA Foundation Berlin, 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:

<p>Hasenkamp          Tabbertstr. 13          D-12459 Berlin          T: +49 30 3469-040          F: +49 30 3469-0444          E: info@hasenkamp.com          W: www.hasenkamp.com</p>	<p>Kroll Art &amp; Projects          Sickingenstr. 20-28          D-10553 Berlin          T: +49 30 3496 1750          F: +49 30 3496 1759          E: info@kroll-art.de          W: www.kunstspedition-kroll.de</p>	<p>Brandl Transport GmbH Berlin          Lise-Meitner-Str. 41          D-10589 Berlin          T: +49 30 343-557-950          T: +49 30 343-557-959          E: info@brandl-transport.com          W: <a href="http://www.brandl-transport.com/english/index.php">http://www.brandl-transport.com/english/index.php</a></p>
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These companies 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 Federal Express 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 German 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

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. (EU Enterprises only):	

<p><b>BANK TRANSFER INSTRUCTIONS</b></p> <p>Please transfer the sum of €---- plus any applicable Collector bank transfer fees, ensuring that the APRA Foundation Berlin receives the complete and total sum of €---- to</p> <p>Account Name: APRA Foundation Berlin                  Bank: Weberbank Actiengesellschaft                  Hohenzollerndamm 134                  14199 Berlin                  Germany                  IBAN: DE95 1012 0100 1004 0787 76                  BIC: WELA DE DI WBB                  SWIFT: HELA DE FF                  Invoice Number: -----  <b>Please cite this invoice number in your transfer.</b>                  Total Amount Due: €----</p>
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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 @ €250.00 ea.
<b>TOTAL NUMBER OF WORKS:</b>	<b>4</b>	<b>SUBTOTAL:</b>	
		<b>EU:</b>	
		<b>+VAT 7%:</b>	
		<b>NON-EU:</b>	
		<b>+ International Wire Transfer Fee:</b>	
		<b>TOTAL AMOUNT DUE within 30 days of invoice date:</b>	

EU VAT RETURN

adrianpiper.com contact@adrianpiper.com Tel/ Fax +49 (0) 30 4403-9244 Postfach 2 88 52 10131 Berlin Germany	Founder & Trustee: Adrian M. S. Piper <hr/> <p><i>All proceeds from the production, sale, rental, exhibition, publication or archival examination of work by Adrian Piper support the APRA Foundation Berlin (APRA), a research archive and website at adrianpiper.com 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 in the arts and sciences by funding research that exemplifies, models, analyzes and/or theorizes the multidisciplinary expressions of the self encouraged by globalization and cross-cultural journeying.</i></p>	VAT Nr.: DE 340 099 898 Steuer Nr.: 27/ 643/ 03707 APRA Foundation Berlin Weberbank Actiengesellschaft IBAN: DE95 1012 0100 1004 0787 76 BIC: WELA DE DI WBB SWIFT: HELA DE FF
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