



Défense et promotion
de l'œuvre de l'artiste

Jean
Metzinger

Association enregistrée N° W751263728
19 rue du Mont Cenis 75018 Paris

Agreement Letter

Date:

The owner's name:

Address:

Re: See attached Artwork Description

1. You have asked *Défense et promotion de l'œuvre de l'artiste Jean Metzinger* (the "Metzinger Association") to consider the work of art described in the attached Artwork Description ("the Artwork") for inclusion in the Jean Metzinger Catalogue Raisoné (the "Catalogue Raisoné"). This Agreement Letter (the "Agreement") describes the terms of agreement under which the Metzinger Association will consider and examine the Artwork for inclusion in the Catalogue Raisoné. The signing and/or delivery of this Agreement by the Metzinger Association does not imply inclusion of the Artwork in the Catalogue Raisoné.
2. Attached as Exhibit "A" hitherto and entirely incorporated herein is the "Catalogue Raisoné examination and research process." The owner of the Artwork hereby agrees to the "Catalogue Raisoné examination and research process."
3. You hereby represent and warrant that you are the sole and exclusive owner(s) of the Artwork ("the owner") and that the information set forth on the attached "Artwork Description" is true, complete and accurate, and you acknowledge (i) that the information will be used and relied upon by the Metzinger Association in its evaluation of the Artwork and (ii) that you have had the opportunity to seek independent counsel regarding the contents of the Agreement prior to signing it. You agree to provide the Metzinger Association, to the extent practicable, copies of all documents of which you are aware, regarding the provenance, the exhibition history, and bibliographic references (i.e., all literature describing and/or depicting the Artwork). The owner hitherto acknowledges that the documents will identify previous owners of the Artwork or the agent of the former owner of the

Artwork from whom the work was acquired. As part of its examination process, the Metzinger Association is authorized to retain this information and contact the person(s) as the Metzinger Association deems necessary for the purpose of evaluating the Artwork for potential inclusion in the Catalogue Raisonné. The Metzinger Association will receive and retain such information confidentially, except to the extent the Metzinger Association finds it necessary to use this information to further evaluate the Artwork.

4. The owner will pay all expenses associated with insurance, packing, storage, and transportation of the Artwork to and from the location where the Metzinger Association deems appropriate for its examination. The owner will insure the Artwork during transportation in accordance with the terms stated in paragraphs 3-4 of the attached Exhibit A "Catalogue Raisonné examination and research process," and while the work is in the Metzinger Association's possession against any loss or damage, for its full value as determined by owner. The Metzinger Association will have no liability to the owner, and the owner hereby indemnifies the Metzinger Association and each Indemnitee (as defined in paragraph 9 and 10 below), against any claim or liability arising through loss or damage to the Artwork.
5. The Metzinger Association will attempt to formulate an opinion on the authenticity of the Artwork, but you agree that the Metzinger Association has no obligation to formulate such an opinion. The owner further agrees that if the Metzinger Association has any reservations as to the authenticity, ownership, or provenance of the Artwork, it may in its sole and absolute discretion, decline to submit an opinion or include the Artwork in the Catalogue Raisonné.
6. The owner acknowledges and agrees that (1) the formulation of an opinion by the Metzinger Association as to whether the Artwork is authentic, and the decision to include the Artwork in the Catalogue Raisonné or not may hinge (in part) on subjective criteria; and (2) that the Metzinger Association's conclusions are opinions only, rendered in its sole and absolute discretion; and (3) the Metzinger Association's decision to include the Artwork in the Catalogue Raisonné is not a warranty of any kind.
7. The Metzinger Association reserves the right to modify or retract its opinions or findings at any time. Accordingly, any artwork accepted for inclusion in the Catalogue Raisonné may be withdrawn at any time from the Catalogue Raisonné in the sole and absolute discretion of the Metzinger Association.
8. In the event that the owner makes a legal claim of any kind against one or more Indemnitees (as the term is defined in paragraph 10 below), the owner will be fully responsible for the payment of any and all reasonable legal fees, costs and expenses of any such Indemnitees.
9. The owner agrees that the Metzinger Association may:

(1) make and retain photographic images of the Artwork; (2) reproduce those photographic images in the Catalogue Raisonné, if accepted, or any other publication of the Metzinger Association or permit reproduction in other publications pertaining to Jean Metzinger's works; (3) retain copies of all documents, information and images submitted by owner to the Metzinger Association related to this Agreement subject to the confidentiality provision stated above (paragraph 3); and (4) in the event the Artwork is accepted for inclusion in the Catalogue Raisonné, include any such information submitted by owner to the Metzinger Association in the Catalogue Raisonné.

10. The owner hereby indemnifies the Metzinger Association and all members, directors, agents, representatives, employees of, and others at any time acting on behalf of, the Metzinger Association (collectively, the Indemnitees, and individually an Indemnatee) against, and agrees to defend and hold each of the Indemnitees harmless from, any claim or liability asserted (a) by the owner or any person or entity acquiring the Artwork from the owner (buyer) or by any person or entity from whom the owner or any predecessor in interest acquired the Artwork, which claim or liability is based directly or indirectly on any opinion from the Metzinger Association relating to the authenticity of the Artwork or on any other action by the Metzinger Association or any other Indemnatee in connection with the Artwork, including, without limitation, any claim that an opinion expressed is not correct, or (b) by any other person to whom the owner or buyer has made statements or representation regarding the authenticity of the Artwork, or on any action of the Metzinger Association or any other Indemnatee in connection therewith. The owner also hereby agrees to pay or reimburse each Indemnatee for all costs and expenses incurred by any and all Indemnitees in connection with any such asserted claim or liability including without limitation the reasonable fees, costs and expenses of legal counsel.

11. The language of this Agreement shall be construed in its entirety according to its fair meaning and may not to be construed as favoring any party over another party.

12. This Agreement is the entire agreement of the parties and it supersedes any and all prior oral, written, or contemporaneous agreements or understandings with respect to the subject matter of this Agreement. No waiver, amendment, modification or supplementation of any provision of this Agreement will be valid unless it is in writing and signed by the party against whom it is asserted. This Agreement is binding on the Metzinger Association's and the owner's heirs, successors and assigns.

13. If any provision of this Agreement is for any reason held invalid, illegal or unenforceable, any such holding will not affect the validity of this Agreement or any of its other provisions. Rather, this Agreement shall be interpreted and construed as if such provision(s), to the extent held invalid, illegal or unenforceable, had not been included in the Agreement.

14. This Agreement may be executed in counterparts and delivered by mail, facsimile or PDF document, each of which shall be deemed an original and all of which shall constitute one and the same document.

15. This Agreement shall be governed by the laws of the State of New York, notwithstanding any conflict of laws rules. Any dispute relating to this Agreement shall be submitted to mediation in accordance with the World Intellectual Property Organization

(“WIPO”) Mediation Rules. The place of mediation shall be Paris, France. The language to be used in the mediation shall be English. If, and to the extent that, any such dispute has not been settled pursuant to the mediation within 90 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by Arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 90 days, either party fails to participate or to continue to participate in the mediation, the dispute shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by Arbitration in accordance with the WIPO Expedited Arbitration Rules. In either case, the place of arbitration shall be Paris, France. The language to be used in the arbitral proceedings shall be English. The dispute referred to arbitration shall be decided in accordance with the laws of the State of New York.

[Left blank intentionally]

Executed this _____ day of _____ 20____.

The Jean Metzinger Association (Défense et promotion de l'œuvre de l'artiste Jean Metzinger)

By: _____
(Signature)

Print Name: _____

Title: _____

Accepted and agreed to:

Signature of the owner

Print name of owner

Signature of 2nd owner (if any)

Print name of 2nd owner

Encl. Exhibit A

Défense et promotion de l'œuvre de l'artiste Jean Metzinger
Association enregistrée N° W751263728
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