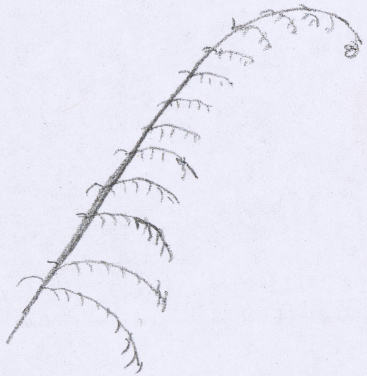
MONEY FOR NOTHING



MONEY FOR NOTHING
Dire Straits (1986)

Now look at them yo-yo's that's the way you do it
You play the guitar on the MTV
That ain't workin' that's the way you do it
Money for nothin' and chicks for free
Now that ain't workin' that's the way you do it
Lemme tell ya them guys ain't dumb
Maybe get a blister on your little finger
Maybe get a blister on your thumb

We gotta install microwave ovens
Custom kitchen deliveries
We gotta move these refrigerators
We gotta move these colour TV's

See the little faggot with the earring and the makeup
Yeah buddy that's his own hair
That little faggot got his own jet airplane
That little faggot he's a millionaire

We gotta install microwave ovesns
Custom kitchens deliveries
We gotta move these refrigerators
We gotta move these colour TV's

I shoulda learned to play the guitar
I shoulda learned to play them drums
Look at that mama, she got it stickin' in the camera
Man we could have some fun
And he's up there, what's that? Hawaiian noises?
Bangin' on the bongoes like a chimpanzee
That ain't workin' that's the way you do it
Get your money for nothin' get your chicks for free

We gotta install microwave ovens
Custom kitchen deliveries
We gotta move these refrigerators
We gotta move these colour TV's, Lord

Now that ain't workin' that's the way you do it
You play the guitar on the MTV
That ain't workin' that's the way you do it
Money for nothin' and your chicks for free
Money for nothin' and chicks for free

Money for Nothing
March– 12 April 2003

Artspace

Money for Nothing, explores the

concept of value through art.

Money for Nothing addresses the relationship

between art and

economy from the 60's to today.

Andy Warhol

BOB WATTS

Apple, 161 West 23rd Street, New York, N.Y. 10011. Telephone 989-7734

ADDENDUM TO POP-1964

March 27-April 10, 1971

Tuesday-Saturday 11:30-5:30

During the summer of 1964 the idea occurred to copyright "Pop Art", thereby taking the term off the market and preventing its use, perhaps in anticipation of its extensive consequent use as a marketing label on a variety of products.

Since "Pop Art" had already become part of art writing it was considered to be a generic term not subject to copyright. It was possible, however, to copyright "Pop Art" in any number of categories of merchandise, provided that previous use or copyright could not be discovered.

For example: "Pop Art"- category lipstick could receive a copyright, and if combined with a logo could form a trademark. In order to ascertain the extent of the prior (to 1964) use of the terms Pop and Pop Art a search was conducted of the files of the United States Patent Office. The search was completed sometime after November, 1964. These documents comprise the present exhibition.

A tentative decision was made to register Pop Art Creations in some 18 categories, but this was not carried out.

Robert Watts

Registered May 10, 1949

Trade-Mark 442,655

UNITED STATES PATENT OFFICE

Mother Hubbard Distributors, Inc.,
New York, N. Y.

Act of February 20, 1905

Application May 9, 1946, Serial No. 501,758

POP-ETTES

STATEMENT

Be it known that Mother Hubbard Distributors, Inc., a corporation duly organized under the laws of the State of New York, located at 1775 Broadway, New York, New York, and doing business at 1775 Broadway, New York, has adopted and used the trade-mark shown in the accompanying drawing, for BAKED PRODUCT—NAMELY, CROUTONS COMPOSED OF EGGS, SHORTENING, FLOUR, AND SALT—in Class 46, Foods and ingredients of foods.

The trade-mark has been continuously used and applied to said goods in applicant's business since March 28, 1946.

The trade-mark is applied or affixed to the goods, or to the packages containing the same, by placing thereon a printed label on which the trade-mark is shown.

Applicant is the owner of Registration No. 395,280 granted May 19, 1942.

MOTHER HUBBARD
DISTRIBUTORS, INC.
By A. S. ROSENBERG,
Pres.

Registered Mar. 13, 1934

Trade-Mark 310,883

Renewed March 13, 1954, to Breyer Ice Cream Company, of Philadelphia, Pennsylvania, a corporation of Delaware.

UNITED STATES PATENT OFFICE

Breyer Ice Cream Company, Philadelphia, Pa.

Act of February 20, 1905

Application October 12, 1932, Serial No. 331,175

CHOCO-POP

STATEMENT

To the Commissioner of Patents:

Breyer Ice Cream Company, a corporation duly organized under the laws of the State of Delaware, United States of America, and located at Philadelphia, Pennsylvania, and doing business at 43rd Street and Woodland Avenue, Philadelphia, Commonwealth of Pennsylvania, United States of America, has adopted and use the trade-mark shown in the accompanying drawing, for FROZEN CONFECTION, in Class 46, Foods and ingredients of foods, and presents herewith five specimens showing the trade-mark as actually used by applicant upon the goods, and requests that the same be registered in the United States Patent Office in accordance with the act of February 20, 1905 as amended.

The trade-mark has been continuously used and applied to said goods in applicant's business since August 9, 1932.

Applicant is the owner of United States trade-mark registration No. 239,683 registered on March 6, 1928.

No claim is made to the word "Pop" apart from the mark as shown, but applicant waives no common-law right to the same.

The trade-mark is applied or affixed to the goods, or to the packages containing the same by printing or lithographing the mark on bags, wrappers and/or cartons therefor or by other divers means common in the trade.

[L. S.] BREYER ICE CREAM COMPANY,
By CLYDE H. SHAFFER,
V. Pres. & Treas.

Registered Feb. 11, 1947

Trade-Mark 427,624

UNITED STATES PATENT OFFICE

Premier Plastic Corporation, Chicago, Ill.

Act of March 19, 1920

Application January 12, 1946, Serial No. 494,705

Pop-a-cig

STATEMENT

To the Commissioner of Patents:

Premier Plastic Corporation, a corporation duly organized under the laws of the State of Illinois and having an office and place of business at 3222 West Cermak Road, in the city of Chicago, county of Cook, and State of Illinois, has adopted and used the trade-mark shown in the accompanying drawing, for CIGARETTE CASES, in Class 8, Smokers' articles, not including tobacco products, and presents herewith five specimens showing the trade-mark as actually used by applicant upon the goods, and requests that the same be registered in the Patent Office of the United States in accordance with the act of March 19, 1920.

The trade-mark has been continuously used and applied to said goods in applicant's business since December 5, 1945.

The trade-mark is applied or affixed to the goods, or packages containing same, by placing thereon a printed label on which the trade-mark is shown.

The mark has been in bona-fide use for not less than one year in interstate commerce by the applicant.

The undersigned hereby appoints Lee J. Gary, 722 First National Bank Building, Chicago 3, Illinois, its attorney, to prosecute this application for registration, with full power of substitution and revocation, to make all alterations and amendments therein, to receive the certificate of registration, and transact all business in the Patent Office connected therewith.

PREMIER PLASTIC CORPORATION,
By SAM BARNBAUM,
Treasurer.

Kate Neves

TRY HARD

TELEGRAPH Gr...

PARTNERS: Paul Newman (left) and Robert Redford teamed in George Roy Hill's *Butch Cassidy and*

A BIT ... TORY

N.F.S.

Billy Apple

SANTIAGO SIERRA.
133 PERSONAS REMUNERADAS PARA SER TEÑIDAS DE RUBIO.Arsenale. Venecia. Junio de 2001
133 PERSONS PAID TO HAVE THEIR HAIR DYED BLOND. Arsenale. Venice. June 2001
b+w photograph
154,5 x 201,5 cm
Edition of 5 + 1 a.p. + 1 exhibition copy
#SS 6/01

Immigrantes contactados en la calle, fundamentalmente, vendedores ambulantes senegaleses, bangladesíes, chinos e italianos del sur, fueron contratados para que se les tiñera el pelo de color rubio. Se pagaron 120.000 liras por persona.

Immigrants that were basically contacted in the streets of Venice – street vendors from Senegal, Bangla Desh, China and Italian students from the south of the country – were asked to have their hair dyed blond. They were paid 120'000 Lire each (some 70 dollars).

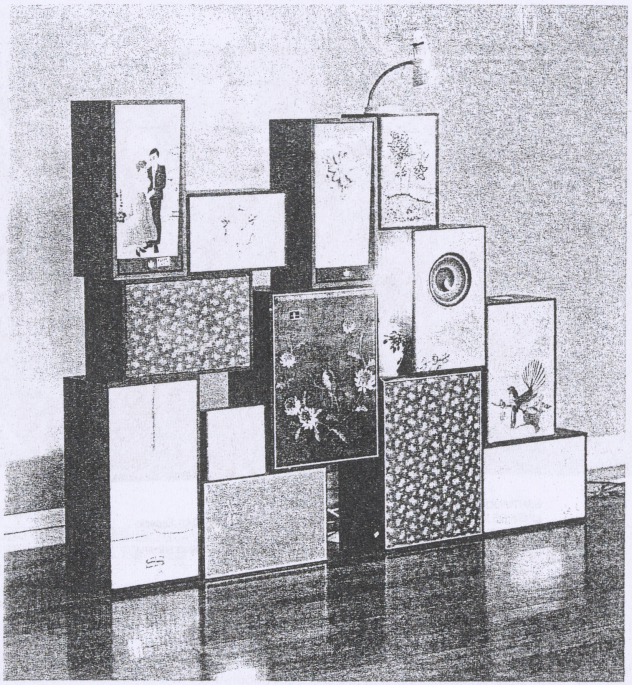
Santiago Sierra

galerie peter kilchmann limmatstrasse 270 8005 zürich switzerland
t: +41 1 440 39 31, f: +41 1 440 39 32
info@kilchmanngalerie.com, www.kilchmanngalerie.com

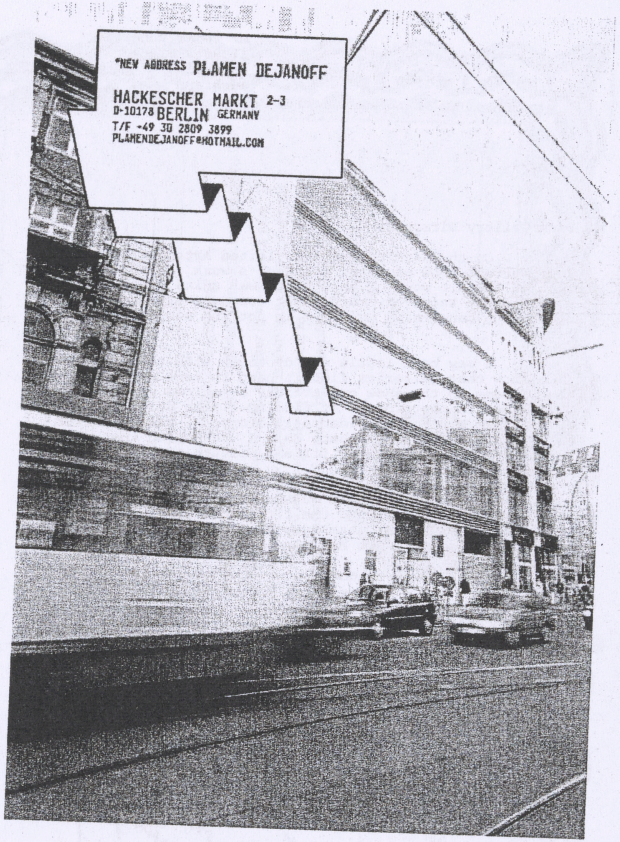
SANTIAGO SIERRA
LINEA DE 250 CM TATUADA SOBRE SEIS PERSONAS REMUNERADAS.Espacio Aglutinador. La Habana. Diciembre de 1999
LINE OF 250 CM TATTOOED ON SIX PAID PEOPLE. Espacio Aglutinador. Havana. December 1999
b+w photograph
150 x 216 cm
Edition of 5 + 1 a.p. + 1 exhibition copy
#SS 11/99

Seis jóvenes desocupados de La Habana Vieja fueron contratados por treinta dólares para que consintiesen en ser tatuados.

Six unemployed young men from Old Havana were hired for 30 dollars to agree to be tattooed.



Violet Faigan



Plamen Dejanov

Mr Peter Roberts
11 Rota Place
Parnell
Auckland

18.3.98

Dear Gallery Director,

On the 14th of March I visited Artspace to see your current show of Peter Robinson's work. I did not think much of the art work, I thought it was quite ugly. Mind you, I don't know very much about contemporary art. But a discussion concerning my taste is not the subject of this letter.

I may be a little out of touch with the times, but I do know that galleries find it hard to make ends meet. When I came to the show on Saturday I noticed your donation box, I was in the process of finding a five dollar note to drop in the box, but accidentally dropped a twenty dollar note,(I did not have my specs on). I was hoping that you could send me a cheque for fifteen dollars to correct this matter.

This may all sound quite silly, but I live on a very tight budget and need the fifteen dollars to cover all of my weekly expenses. I am sure that you can understand my problem and correct what has been made wrong.

Thank you very much.

Yours Sincerely,

Mr P. Roberts

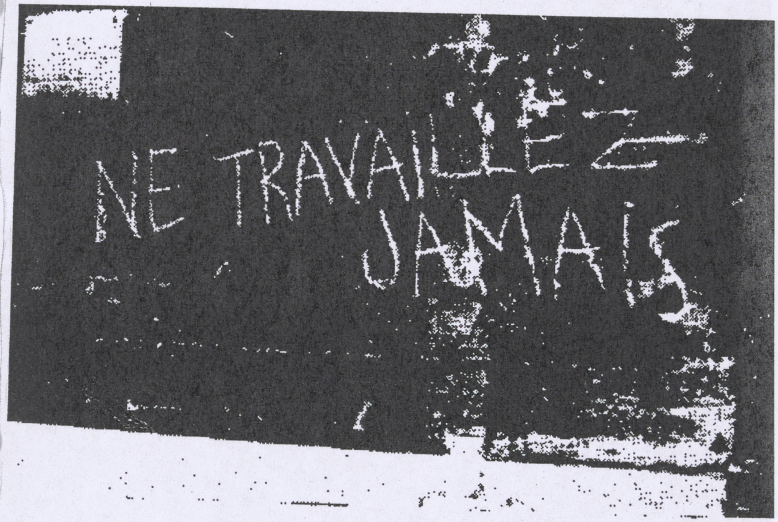
P. Roberts

Dear Mr Roberts,
I'm afraid there are no banknotes in our donations box. Perhaps you put the $20 note in another gallery's donation box. I hope you find it.
Regards...
ROBERT LEONARD
director
Artspace

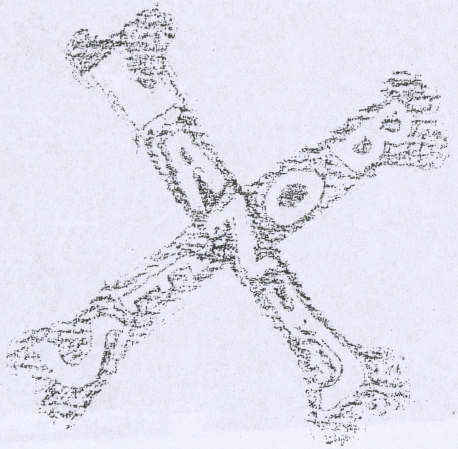
Dane Mitchell

Larry Miller

Nomeda & Gediminas Urbonas



Rirkrit Tiravanija



Lauren Winstone

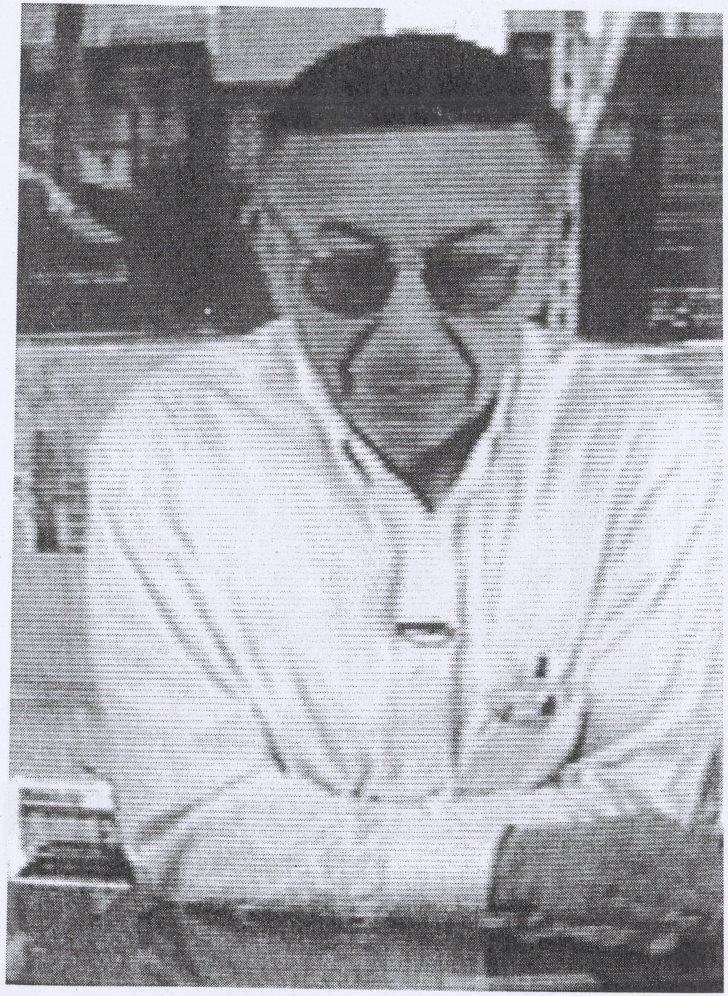
Eimi Tamua

Peter Blake

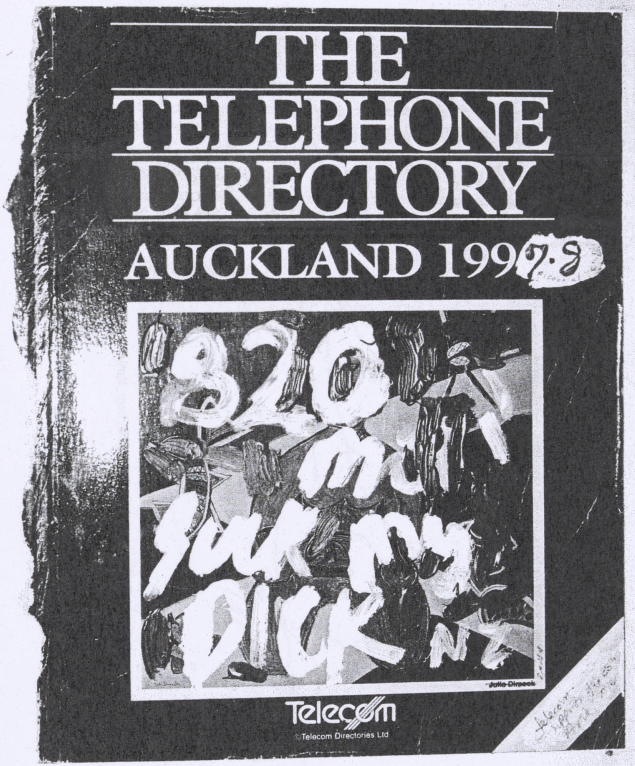
R.I.P.

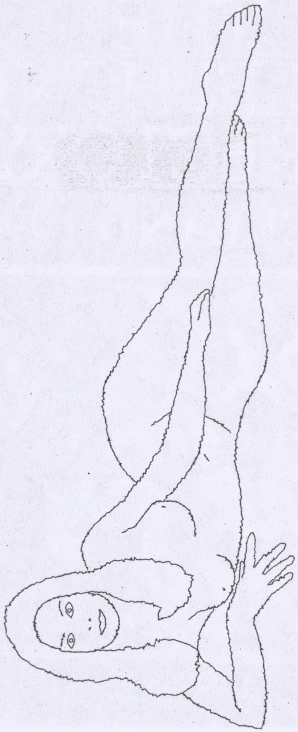
TRY HARD

Christian Jankowski



Andrew McLeod





David Hatcher

-80.7%	-6.7%	**0.0%**	-11.3%	**4.1%**	**17.6%**	-26.5%	**17.0%**
-11.2%	-11.0%	-22.8%	-6.4%	-26.7%	-6.4%	**37.1%**	-1.0%
-18.9%	**9.7%**	**5.0%**	**62.5%**	-60.5%	-70.4%	**6.1%**	**0.0%**
15.1%	-59.7%	-8.0%	**2.2%**	-32.0%	**0.0%**	**8.4%**	**0.0%**
0.0%	**14.6%**	-2.4%	-2.6%	-21.3%	**1.3%**	-0.6%	**17.5%**

David Hatcher
TOP 40 (stocks by activity, NZSE, Feb 02 - Feb 03), 2003
digital prints on blotting paper
210 mm x 297 mm each

AGREEMENT FORM:

Seth Siegelaub

AGREEMENT OF ORIGINAL TRANSFER OF WORK OF ART

Fill in date, names and addresses of parties

This agreement made this_____day of_____, 19_____, by and between _____(hereinafter the "Artist"), residing at _____and _____(hereinafter the "Collector"), residing at_____;

WITNESSETH:
WHEREAS the Artist has created that certain work of art;

Fill in data identifying the Work

Title:_____Identification #:_____

Date:_____Material:_____

Dimensions:_____Description:_____

(hereinafter "the Work"); and
WHEREAS Artist is willing to sell the Work to Collector and Collector is willing to purchase the Work from Artist, subject to mutual obligations, covenants, and conditions herein; and
WHEREAS Collector and Artist recognize that the value of the Work, unlike that of an ordinary chattel, is and will be affected by each and every other work of art the Artist has created and will hereafter create; and
WHEREAS the parties expect the value of the Work to increase hereafter; and
WHEREAS Collector and Artist recognize that it is fitting and proper that Artist participate in any appreciated value which may thus be created in the Work; and
WHEREAS the parties wish the integrity and clarity of the Artist's ideas and statements in the Work to be maintained and subject in part to the will or advice of the creator of the Work,
NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations the parties hereto agree as follows:

Fill in price or value; strike out one not applicable

PURCHASE AND SALE. ARTICLE ONE: The Artist hereby sells to Collector and Collector hereby purchases the Work from Artist, subject to all the covenants herein set forth (for the price of_____; receipt of which is hereby acknowledged) (at the agreed valuation for the purposes of this agreement of _____).

Fill in name, address of artist's agent, if any; strike out one not applicable

FUTURE TRANSFERS: ARTICLE TWO: Collector covenants that in the event Collector shall hereafter sell, give, grant, barter, exchange, assign, transfer, convey or alienate the Work in any manner whatsoever or if the Work shall pass by inheritance or bequest or by operation of law, or if the Work shall be destroyed and insurance proceeds paid therefor, Collector or Collector's personal representative shall:

(a) file a current TRANSFER AGREEMENT AND RECORD in the form and containing the information set forth and called for in the specimen hereunto annexed and made a part hereof, completed and dated, and subscribed by Collector or Collector's personal representative and collector's transferee, with the (Artist at the address set forth above) (Artist's agent for the purpose:_____at:_____) within thirty days of such transfer, distribution, or payment of insurance proceeds, and shall

Fill in name, address of artist's agent, if any; strike out one not applicable

(b) pay a sum equal to fifteen percent (15%) of the Appreciated Value (as hereinafter defined), if any, occasioned by such transfer or distribution or payment of insurance proceeds to (Artist at the address set forth above) (Artist's agent for the purpose:_____at:_____) within thirty days of such transfer, distribution, or payment of insurance proceeds.

PRICE/VALUE. ARTICLE THREE: The "price or value" to be entered on a TRANSFER AGREEMENT AND RECORD shall be:

(a) the actual selling price if the Work is sold for money; or
(b) the money value of the consideration if the Work is bartered or exchanged for a valuable consideration; or
(c) the fair market value of the Work if it is transferred in any other manner.

APPRECIATED VALUE. ARTICLE FOUR: "Appreciated Value" of the Work for the purposes of this Agreement, shall be the increase, if any, in the value or price of the Work set forth in a current duly executed and filed TRANSFER AGREEMENT AND RECORD over the price or value set forth in the last prior duly executed and filed TRANSFER AGREEMENT AND RECORD, or, if there be no prior duly executed and filed TRANSFER AGREEMENT AND RECORD, over the price or value set forth in ARTICLE ONE herein

(a) In the event a current duly executed TRANSFER AGREEMENT AND RECORD is not timely filed as required by ARTICLE TWO herein, Appreciated Value shall nonetheless be computed as if such current TRANSFER AGREEMENT AND RECORD had been duly executed and filed, with a price or value set forth therein equal to the actual market value of the Work at the time of the current transfer or at the time of the discovery of such transfer.

TRANSFEREES TO RATIFY AGREEEMENT. ARTICLE FIVE: Collector hereby covenants that he will not hereafter sell, give, grant, barter, exchange, assign, transfer, convey or alienate the Work in any manner whatsoever or permit the Work to pass by inheritance or bequest or by operation of law to any person without procuring such transferee's ratification and affirmation of all the terms of this Agreement and transferee's agreement to be bound hereby and to perform and fulfill all of the Collector's covenants set forth herein, said ratification, affirmation and agreement to be evidenced by such transferee's subscription of a current duly completed and filled TRANSFER AGREEMENT AND RECORD.

rike out one
ɔt applicable

PROVENANCE. ARTICLE SIX: Artist hereby covenants that (Artist) (Artist's agent for the purpose as set forth in ARTICLE TWO) will maintain a file and record of each and every transfer of the Work for which a TRANSFER AGREEMENT AND RECORD has been duly filled pursuant to ARTICLE TWO herein and will at the request of the Collector or Collector's successors in interest, as that interest shall appear, furnish in writing a provenance and history of the Work based upon said records and upon Collectors' notices of proposed public exhibitions and will certify in writing said provenance and history and the authenticity of the Work to Collector and his successors in interest, and, at Collector's reasonable request, to critics and scholars. Said records shall be the sole property of the Artist.

EXHIBITION. ARTICLE SEVEN: Artist and Collector mutually covenant that

(a) Collector shall give Artist written notice of Collector's intention to cause or permit the Work to be exhibited to the public, advising Artist of all details of such proposed exhibition which shall have been made known to Collector by the exhibitor. Said notice shall be given for each such exhibition prior to any communication to the exhibitor or the public of Collector's intention to cause or permit the Work to be exhibited to the public. Artist shall forthwith communicate to Collector and the exhibitor any and all advice or requests that he may have regarding the proposed exhibition of the Work. Collector shall not cause or permit the Work to be exhibited to the public except upon compliance with the terms of this article.

ike out (b)
ot required

(b) Collector shall not cause or permit any public exhibition of the Work except with the consent of the Artist to each such exhibition.

(c) Artist's failure timely to respond to Collector's timely notice shall be deemed a waiver of Artist's rights under this article, in respect to such exhibition and shall operate as a consent to such exhibition and to all details thereof of which Artist shall have been given timely notice.

ARTIST'S POSSESSION. ARTICLE EIGHT: Artist and Collector mutually covenant that Artist shall have the right, upon written notice and demand to Collector made not later than 120 days prior to the proposed shipping date therefor, to possession of the Work for a period not to exceed sixty (60) days solely for the purpose of exhibition of the Work to the public at and by a public or non-profit institution, at no expense whatsoever to Collector. Collector shall have the right to satisfactory proof of sufficient insurance and pre-paid transportation or satisfactory proof of financial responsibility therefor. Artist shall have the right to such possession of the Work for one period not to exceed sixty (60) days every five (5) years

NON-DESTRUCTION. ARTICLE NINE: Collector covenants that Collector will not intentionally destroy, damage, alter, modify or change the Work in any way whatsoever.

REPAIRS. ARTICLE TEN: Collector covenants that in the event of any damage to the Work, Collector shall consult with Artist prior to the commencement of any repairs or restoration and if practicable Artist shall be given the opportunity to make any required repairs or restoration.

RENTS. ARTICLE ELEVEN: In the event that Collector shall become entitled to any monies as rent or other compensation for the use of the Work at public exhibition, the Collector shall pay a sum equal to one-half of said monies to (Artist) (Artist's agent as set forth in ARTICLE TWO herein) within thirty (30) days of the date when Collector shall become entitled to such monies.

ke out one
applicable

REPRODUCTION. ARTICLE TWELVE: Artist hereby reserves all rights whatsoever to copy or reproduce the Work. Artist shall not unreasonably refuse permission to reproduce the Work in catalogues and the like incidental to public exhibition of the Work.

NON-ASSIGNABILITY. ARTICLE THIRTEEN: No rights created in the Artist and for the Artist's benefit by the terms of this Agreement shall be assignable by Artist during the Artist's lifetime, except that nothing herein contained shall be construed as a limitation on Artist's rights under any copyright laws to which the Work may be subject.

NOTICE. ARTICLE FOURTEEN: Artist and Collector mutually covenant that there shall be permanently affixed to the Work a NOTICE of the existence of this Agreement and that ownership, transfer, exhibition and reproduction of the Work are subject to the convenants herein, said NOTICE to be in the form of the specimen hereunto annexed and made a part of this Agreement.

e out (a) if
applicable

(a) Because the Work is of such nature that its existence or essence is represented by documentation or because documentation is deemed by Artist to be part of the Work, the permanent affixing of said NOTICE to the documentation shall satisfy the requirements of this article.

TRANSFEREES BOUND. ARTICLE FIFTEEN: In the event the Work shall hereafter be transferred or otherwise alienated from Collector or Collector's estate in any manner whatsoever, any transferee taking the Work with notice of this Agreement shall in every respect be bound and liable to perform and fulfill each and every covenant herein as if such transferee had duly made and subscribed a properly executed TRANSFER AGREEMENT AND RECORD in accordance with ARTICLE TWO and ARTICLE FIVE herein at the time the Work was transferred to him or her.

4. You and the Collector should each sign both copies, yours and his, so they will both be legal originals.
5. Before the work is delivered, be sure that a copy of the NOTICE is affixed to the work. DO NOT cut it out of one of the originals. Put it on a stretcher bar or under a sculpture base or wherever else it will be aesthetically invisible yet easily findable. It should get a coat of clear polyurethane—or something like it—to protect it. It won't hurt to put several copies of the NOTICE on a large work.

If your work simply has no place on it for the NOTICE or your signature—in which case you should always use an ancillary document which describes the work, which bears your signature, and which is transferred as a (legal) part of the work—glue the NOTICE on the document.

PROCEDURE FOR FUTURE TRANSFERS. For future transfers, the owner makes three copies of the TRANSFER AGREEMENT AND RECORD form from his original (without the words "SPECIMEN"). He then fills them out, entering the value or price that he and the next owner have agreed upon. Both the old and new owners sign ALL THREE copies of the dated TRANSFER AGREEMENT AND RECORD, each keeps one copy and the third is sent with the 15% payment (if any is required) to the artist or his/her agent. The old owner gives the new owner a copy of the original Agreement, so he will know his responsibilities to the artist and have the TRANSFER AGREEMENT AND RECORD form if HE transfers the work.

THE DEALER

If you have a dealer, he is going to be very important in getting people to sign the contract when he sells your work.

The dealer should make the use of the Agreement a policy of the gallery, thereby giving the artists in the gallery collective strength against those few collectors and institutions who do not really have the artist's interests at heart.

Remember, your dealer knows all the ins and outs that go down in the business of the art world. He knows the ways to get the few reluctant art buyers to sign the Agreement—the better the dealer the more ways and the more buyers he knows and the easier it will be. He can do what he does now when he wants things for his artists—give the buyer favors, exchange privileges, preferential treatment, discounts, hot tips, time, advice and all the other things that collectors expect and appreciate.

The Agreement only formalizes what dealers do now anyway; dealers try to keep track of the work they have sold, but now they can only rely on exhibition lists, catalogues, hit-or-miss intelligence and publicity to keep them up-to-date. The Agreement creates a very simple record system, which will automatically maintain a biography of each work and a chronological record of ownership. It is private, uncluttered and no dealer should ever have to hire another secretary to administer it; if each work engenders a dozen pieces of paper over the entire life of the Agreement, it will be a lot. The requirement of giving a *provenance* to the current owner is no more than what goes on today, but under this system it will be accurate and almost effortless.

A dealer shouldn't be expected to do this for nothing; it seems reasonable to compensate the dealer with some part of the 15% he/she is collecting for the artist, perhaps one-third of it.

When, as is often the case, an artist moves from one dealer to a more prestigious one, the first dealer might continue to collect whatever payments are occasioned by the resale of the earlier work.

When a dealer BUYS work directly from the artist (for resale or otherwise), they should write the intended RETAIL value of the work in their Agreement, NOT the actual amount of money the dealer is paying the artist, which would be less.

Getting the contract signed is mostly a state of mind. If your dealer does not think the benefits of the Agreement are important for you, he will have dozens of reasons why he can't get those few reluctant buyers to sign it; on the other hand, if he seriously wants you to have these benefits he will be able to overcome all those obstacles without losing a single sale.

THE FACTS OF LIFE: YOU, THE ART WORLD AND THE AGREEMENT

The general response to the preliminary draft of this Agreement form has been extremely favorable; the vast majority of people in the art world feel it is fair, reasonable and practical. A few have expressed certain reservations about whether or not people will actually use it. These reservations can be summed up in two basic statements:

- "... the economics of buying and selling art is so fragile that if you place one more burden on the collectors of art, they will simply stop buying art ...", and
- "... I will certainly use the Agreement—if everyone else uses it ..."

The first statement is nonsense; clearly the art will be just as desirable with as without the Agreement and there is no reason why the value of any art should be affected at all, especially if this contract is standard practice in the art world—which brings us to the second statement. If there is a problem here, this statement reflects it: it is the concern of the individual artist or dealer that the insistence on the use of the contract will jeopardize their sales in a competitive market.

If we examine this notion carefully, we see it doesn't hold up.

ALL artists sell, trade and give their work to only two kinds of people:

- those who are their friends.
- those who are not their friends.

Obviously, your friends will not give you a hard time; they will sign the Agreement with you. The ONLY trouble will come when you are selling to someone who is not a friend. Since surely 75% of all art that is sold is bought by people who are friends of the artist or dealer—friends who dine together, see each other socially, drink together, weekend together, etc.—whatever resistance may appear will come only in respect to some portion of the 25% of your work that is being sold to strangers. Of these people, most will wish to be on good terms with you and will be happy to enter into the Agreement with you. This leaves perhaps 5% of your sales which will encounter serious resistance over the contract. Even this real resistance should decrease toward zero as the contract comes into widespread use.

In a manner of speaking, this Agreement will help you discover who your friends are.

If a collector wants to buy but doesn't want to sign the Agreement, you should tell him that all your work is sold under the contract, that it is standard for your work.

If he buys work only from those few artists who won't insist on using the Agreement he is being very foolish; non-use of this Agreement is a very dumb criterion for building one's collection.

There are other things that you can point out to the reluctant collector:

- first of all, it's not going to cost him anything unless your work appreciates in value. If that doesn't cut any ice, and he wants to keep *all* of whatever profit he might make with your work, you can simply write in a higher value for it, thus giving him a free ride for the first part of the appreciation he anticipates.
- If and when he sells your work and he owes you some payment, he doesn't necessarily have to pay you with money; you can give him credit against the purchase of a new work or take payment in services or something other than money.
- of course, if a collector buys a work without the contract when the use of the Agreement has become the standard practice for the artist, the collector will have to rely on sheer good-will when he later wants the artist (or his/her dealer) to appraise, repair or authenticate it. Why he should expect to find any good-will there is anybody's guess.

Is the collector really going to pass up your work because you want him to sign the contract? Work that he likes and thinks is worth having? If the answer is yes, given the fact that it won't cost *him* anything to give you the respect that you as the creator of the work deserve—if that will keep him from buying, he is being very stubborn and foolish and nobody can tell you how to illuminate him.

Using the contract doesn't mean that all your relationships in the art world will hereafter be strictly business or that you will have to enforce your rights down to the last penny. Friends will still be friends; you will be able to waive your rights to payments (in whole or in part), your right to make repairs, to grant reproduction rights, to be consulted—but they will be YOUR rights and the choices will be YOURS.

The Agreement form has been prepared to be used by any and all artists—known, well-known and unknown. Simply make a lot of copies and use it whenever you give, trade or sell your work. It will be effective from the moment you use it. The more artists and dealers there are using it, the better and easier it will be for everybody. It requires no organization, no dues, no government agency, no meetings, no public registration, no nothing—just your will to use it. Just plug it in and watch it go—a perfect waffle every time!

ENFORCEMENT

First, let's put this question in perspective: most people will honor the Agreement because most people honor agreements. Those few people who will try to cheat you are likely to be the same kinds who will give you a hard time about signing the Agreement in the first place. Later owners will be more likely to try to cheat you than the first owner, with whom you or your dealer have had some face-to-face contact, but there are strong reasons why both first and future owners should fulfill the contract's terms.

What happens if owner #2 sells your work to owner #3 and doesn't send you the transfer form? (He's not sending your money, either.)

Nothing happens. (You don't know about it yet.)

Sooner or later you do find out about it because it takes a lot of effort to conceal such sales and the grapevine will get the news to you (or your dealer) anyway. To conceal the sale, owner #3 has to conceal the work and he's not going to hide a good and valuable work just to save a little money. And if he ever wants to sell it, repair it, appraise it or authenticate it, he MUST come to you (or your dealer). When you do find out about such a transfer—and you will—you sue owner #2, who will be stuck for 15% of the increase based on the price to owner #3 OR on the value at the time you find out about it, which maybe much higher. Clearly, a seller (in this case owner #2) would be extremely foolish to take this chance, to risk having to pay a lot of money just to save a little money.

As to falsifying values reported to the artist, there will be as much pressure from the new owner to put in a falsely high value as from the old owner to put in a low value. There are real difficulties inherent in getting two people to lie in unison, especially if it only benefits one of them—the seller. In 95% of the cases the amount of money to be paid to the artist won't be enough to compel the collectors to lie to you.

You will note that in the event you have to sue to enforce any of your rights under the Agreement, ARTICLE NINETEEN gives you the right to recover reasonable attorney's fees in addition to whatever else you may be entitled to.

SUMMATION

We realize that this Agreement is essentially unprecendented in the art world and that it just may cause a little rumbling and trembling; on the other hand, the ills it remedies are universally acknowledged to exist and no other practical way has ever been devised to cure them.

Whether or not you, the artist, use it, is of course up to you; what we have given you is a legal tool which you can use yourself to establish ongoing rights when you transfer your work. This is a substitute for what has existed before—nothing.

We have done this for no recompense, for just the pleasure and challenge of the problem, feeling that should there ever be a question about artists' rights in reference to their art, the artist is more right than anyone else.

Seth Siegelaub, 24 February 1971, New York

SEE OVERSIDE FOR AGREEMENT FORM

Please POST, REPRODUCE and USE this poster freely.
This poster is not to be sold.

All the information contained on this poster will also be contained in the April 1971 issue of Art News, Studio International and Arts Canada.

The cost of the production, printing and distribution of this poster has been underwritten by the School of Visual Arts in New York.

For further information: Seth Siegelaub, Post Office Box 350, New York 10013, U.S.A.

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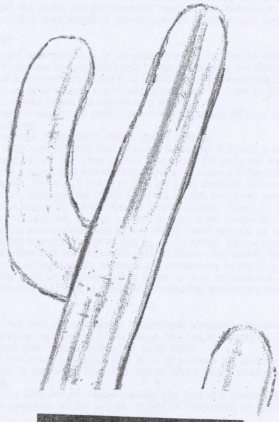

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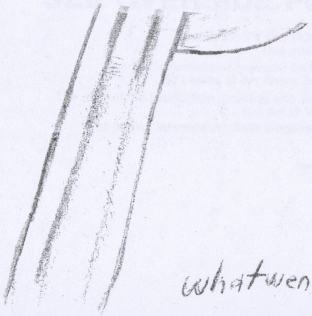

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