

ROBERT RAUSCHENBERG CATALOGUE RAISONNE

Artwork Submission Agreement

The Robert Rauschenberg Foundation is in the process of preparing a catalogue raisonné of the paintings and sculpture by Robert Rauschenberg to be published digitally in a series of releases. To provide information about a painting or sculpture that you own and believe to be created by Robert Rauschenberg, please fill out this form and return it to us.

Only the artwork's owner or the owner's agent with appropriate power of attorney may sign this form. Any information that you provide will be held in confidence and will not be shared outside the Robert Rauschenberg Foundation without your prior written consent.

By submitting your work for possible inclusion in the catalogue raisonné, you agree to the following Terms and Conditions:

1. You acknowledge and agree that submission of the artwork does not guarantee its inclusion in the catalogue raisonné.
2. You represent and warrant that you are the owner of the artwork, that you have sole title to the work, and that all information you provide to the Robert Rauschenberg Foundation is accurate to the best of your knowledge.
3. The Robert Rauschenberg Foundation has sole discretion over whether to include a work in the catalogue raisonné. You agree that any decision to include or not include the artwork in the catalogue raisonné may not be interpreted as a warranty or guarantee as to either the authenticity or the provenance of the work. The Foundation has no obligation to explain our decision or to give you the opportunity to review our decision. There is no set timeframe for this decision-making process.
4. You understand and agree that neither the Robert Rauschenberg Foundation nor any individual associated with the catalogue raisonné warrants or guarantees the correctness of its decision with respect to the artwork. Accordingly, you release and discharge the Foundation, its members, officers, employees, consultants, writers, contractors, agents, and advisors, whether in such capacities or individually, and the heirs, successors and assigns of each of them (together, the "Releasees") from any and all "Claims". The term "Claims" shall mean any and all claims, causes of action, suits, rights, demands, debts, liabilities, losses, damages, costs or expenses, including attorneys' fees and disbursements, whether at law or in equity, arising out of or in connection with the submission of the work to the Robert Rauschenberg Foundation (including, but not limited to, any damage to or loss of the work) or any decision rendered (or not rendered) by the Foundation concerning the work.

5. You agree to defend, indemnify, and hold harmless the Releasees from and against any and all Claims or any breach of these Terms by you or any person (other than the Robert Rauschenberg Foundation or a Releasee), including the legal fees, costs and expenses of enforcing the right to indemnification under this paragraph.
6. If we decide to inspect your painting or sculpture in person, you will be solely responsible for maintaining any fine art insurance covering the artwork during our inspection and will provide proof of insurance satisfactory to the Robert Rauschenberg Foundation. You acknowledge, agree, and understand that the Foundation does not carry insurance for the artwork and is not liable for any damage or loss related to inspection.
7. You authorize the Robert Rauschenberg Foundation to make and retain photographs of the work and use these photographs and photographs of the work that you submit to us in connection with the publication of the catalogue raisonné.
8. These Terms shall be binding upon the parties and their respective heirs, successors, and permitted assigns (including in your case your successors in ownership of the work). Any and all disputes arising under or related to these Terms 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. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York located in the Borough of Manhattan in the City of New York or, only if such court does not have subject-matter jurisdiction, the Supreme Court of the State of New York, New York County. Any right to trial by jury in any proceeding pertaining to these Terms or the submission of the work is waived.
9. These Terms constitute the entire agreement between you and the Robert Rauschenberg Foundation as to its subject matter. No amendment of these Terms is valid unless it is in writing and signed by you and the Foundation. The term “include” and its variants shall be construed in each instance to be followed by the words “without limitation”.

Signature: _____ Date: _____

Name: _____

Accepted and agreed:

Jackie Foster
Project Manager, Robert Rauschenberg Catalogue Raisonné

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Artwork Submission Form

Please complete one form per artwork.

Title

Date of work

Medium

Dimensions (H × W × D)

Signature and location on work *(please write in full or attach image)*

Inscriptions, markings, and/or labels *(please write in full or attach image)*

Current owner

Address

Phone number

Email address

Collection credit *(e.g. "Collection of Jane Doe, New York" or "Private Collection")*

Date of acquisition

Acquired from

Provenance (*previous owners, dates of purchase*)

Exhibition history

Publication history

Photography and documentation

Please include photographs of the front and back of the work. Please also send any documentation you have pertaining to the work such as invoices, conservation or condition reports, loan requests, correspondence, etc.

Contact for future inquiries (please provide name, email address, and telephone number)

Please return signed agreement and completed form by mail or email to:

Jackie Foster
Project Manager, Catalogue Raisonné
Robert Rauschenberg Foundation
381 Lafayette Street
New York, NY 10003

Email: cr@rauschenbergfoundation.org