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(Signed)

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for

## Gallery



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**ALS COPY**

Ann Alpert, 107 West 11 St., New York City  
(Name and Address of Consignor)

[illegible]

### Consignor

Asst. Treasurer

Consignee, Museum of Modern Art



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# MASTER CONTRACT

between

**THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART**  
21 WEST 53 STREET NEW YORK 19, N. Y.

(hereinafter called the consignee)

and Ann Alpert

of 107 West 11th St., New York City

(hereinafter called the consignor)

WHEREAS, the parties hereto consider that the consignment of works of art pursuant to this agreement will promote their sale, since the selection of such articles by the consignee will add the distinction of expert approval; their incorporation into the Art Lending Service will result in their being viewed by a wider audience; and the leasing of such articles to individuals will provide a persuasive "on approval" period in their homes;

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree to consignment in accordance with the terms and provisions listed on the reverse side of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the date set forth below.

Consignor Ann Alpert

L. Rubenstein  
For the Art Lending Service of the Museum of Modern Art, Consignee

date December 8th, 1965



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	ALS/AAS	V. 18

## TERMS AND PROVISIONS

- 1 **Agreement to Consign.** The consignor agrees that it will, from time to time, consign to the consignee articles selected by the consignee and approved by the consignor. For articles consigned pursuant to this agreement, the parties hereto will enter into a consignment agreement on a form furnished by the consignee which will identify the article and specify the selling price at which the article may be sold during the period of consignment (including the consignee's 10% handling charge hereinafter referred to, but before deducting the prepaid rental collected by the consignee from the purchaser of the article) and, if not previously furnished by the consignor to the consignee a written authorization signed by the artist authorizing the consignment.
- 2 **Use of the Articles Consigned.** The consignee agrees to show the consigned articles from time to time to borrowers considered by the consignee to be responsible. Any article selected by any such borrower will be leased to such borrower by the consignee for periods up to three months (except for Summer Rentals up to five months) under a form of lease which will permit the borrower to display the article in the borrower's home, or office, or to display it for any non-commercial purpose. In the event that a borrower wishes to display a work of art for a commercial purpose, the consent of the consignor shall be first obtained. The rate will ordinarily be 10% of the sales price.
- 3 **Sales.** The consignor agrees that any article consigned pursuant to this agreement shall at all times be considered as being for sale at the selling price specified in the consignment agreement and that such selling price shall include an amount equal to 10% thereof as a handling charge which the consignor agrees to pay to the consignee in the event of the sale of such article. It is hereby understood and agreed that the prepaid rental received by the consignee upon the lease of any such article shall be deducted both from the selling price at which the article is sold by the consignor and from the handling charge. In the event of a sale, the consignee shall pay to the consignor all sums received by the consignee as prepaid rental which are in excess of the 10% handling charge. It is further understood and agreed that in sales of articles consigned pursuant to this agreement, the consignee assumes no responsibility other than to bring the parties together, that title will pass directly from the seller to the purchaser and payment will be made directly by the purchaser to the seller and that it will be the responsibility of the consignor to collect, report and pay the New York City sales tax when and if necessary.
- 4 **Period.** Although it is the general intent of this agreement that the period of consignment of articles consigned pursuant to this agreement will be nine months unless a different period is agreed to in connection with any particular consignment, this agreement shall remain in full force and effect as to any particular article until such article is returned to the consignor, it being hereby understood and agreed that (a) the consignee may, at its option, return any article to the consignor at any time, and (b) the consignee will return any article not then on loan to a borrower within three weeks after written request from the consignor.
- 5 **Transportation.** The consignee agrees to transport articles to its premises from any address within the limits of the City of New York, at the consignee's expense.
- 6 **Condition.** Any flaws existing in articles at the time of their consignment will be described in the consignment agreement covering the particular article and will be indicated in a diagram on the face of such agreement. The consignee agrees that if loss, damage, or deterioration shall occur, either when the article is in the direct custody of the consignee or while it is leased to one of its borrowers, it will notify the consignor in writing and in detail as soon as practicable after it is aware that such loss, damage or deterioration has occurred. The consignee further agrees that the article will not be cleaned or repaired by the consignee except with the express permission of the consignor and that borrowers will be required to agree that articles will not be cleaned or repaired by them.
- 7 **Insurance.** The consignee agrees to furnish the consignor, upon request, with a written statement as to the coverage provided by the consignee's Fine Arts insurance policy, but the consignee assumes no responsibility to the consignor with respect to the scope or enforceability of such insurance.
- 8 **Reproduction.** The consignor agrees that articles consigned pursuant to this agreement may be reframed for convenience in handling, provided they are returned to the consignor in their original frames and mats. Borrowers will be required to agree that articles will not be photographed, sketched, or otherwise reproduced except with the written consent of the consignee, which consent will be granted only upon the approval of the consignor. The consignee will refer to the consignor all requests to reproduce a work or works of an artist represented by the consignor. If the consignor grants such a request and receives a fee in return for the reproduction rights to any work or works of said artist, whether or not such work or works have been consigned to the consignee, the consignor agrees to pay to the consignee 10% of such fee.
- 9 **Return of Consignments.** Articles will be returned only to the consignor or its authorized agent, at which time the consignor will issue a receipt to the consignee acknowledging the return of the article to its premises or to its authorized agent, and providing that, if claim for damages is not made in writing within ten days thereafter, the consignee will be released from any and all responsibility with respect thereto.



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	ALS/AAS	V. 18

March 11, 1966

Miss Ann Alpert  
107 West 11th Street  
New York, N.Y.

Dear Miss Alpert:

The MATTA drawing which you consigned to us in December is no longer on exhibit in the Penthouse. I understand that you do not wish to make the work available for rentals, therefore, we are holding it now until the time you find convenient to pick it up.

Thank you.

Sincerely,

Susan Stedman  
Executive Secretary  
Art Lending Service



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December 9, 1965

Miss Ann Alpert  
107 West 11th St.  
New York City

Dear Miss Alpert:

Campbell Wyllie has asked me to send you the enclosed  
Master Contract.

Would you please read through the contract, sign both  
copies and return the white one to the Art Lending  
Service. I am also enclosing a consignment form for  
the Matta drawing. Would you sign both copies, as  
well, as return the blue one for our files.

Thank you.

Sincerely,

Susan Stedman  
Executive Secretary  
Art Lending Service

encs.