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### **NOTICE: WARNING CONCERNING COPYRIGHT RESTRICTIONS**

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**The Art Lending Service of The Museum of Modern Art  
Master Contract**

Agreement dated 3/18/81, between the Art Lending Service of The Museum of Modern Art, 21 West 53 Street, New York, N.Y. 10019, telephone (212) 956-6114 (hereinafter called the "consignee")

and Brooks Jackson Gallery Iolas  
of 52 East 57th Street, New York, N.Y.  
(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.

Richard Stoddard  
Consignor Richard Stoddard  
Gallery Manager, Brooks Jackson Gallery Iolas

Theodore A. Bauer  
For the Art Lending Service of The Museum of Modern Art, Consignee

date 3/18/81



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### Terms and Provisions

1. *Agreement to Consign.* The consignor agrees that it will, from time to time, consign to the consignee works of art selected by the consignee and approved by the consignor. For works of art 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 work of art and specify the selling price at which the work of art may be sold during the period of consignment (including the consignee's 20% handling charge hereinafter referred to, but before deducting the prepaid rental collected by the consignee from the purchaser of the work of art). The consignor shall furnish the consignee a written authorization signed by the artist authorizing the consignment or evidence that the consignor is the owner of the works of art consigned.
2. *Use of the Works of Art Consigned.* The consignee agrees to show the consigned works of art from time to time to potential lessees considered by the consignee to be responsible. Any work of art selected by any such lessee will be leased to such lessee 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 lessee to display the work of art in the lessee's home or office, or to display it for any non-commercial purpose. In the event that a lessee 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 work of art 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 20% thereof as a handling charge which the consignor agrees to pay to the consignee in the event of a sale of such work of art. It is hereby understood and agreed that in the event of a sale the prepaid rental received by the consignee upon the lease of such work of art shall be deducted both from the selling price at which the work of art is sold by the consignor and from the handling charge. Any rental payments received from lessees who do not purchase the work of art shall be retained by the consignee as its property and shall not be deducted from the selling price or from the handling charge when the work of art is sold. It is further understood and agreed that in sales of works of art consigned pursuant to this agreement, the consignee assumes no responsibility other than to bring the parties together, that title will pass directly from the consignor to the purchaser, and that it will be the responsibility of the consignor to collect the purchase price from the purchaser even if the consignee does the billing.
4. *Period.* Although it is the general intent of this agreement that the period of consignment of works of art consigned pursuant to this agreement will be one year 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 work of art until such work of art is returned to the consignor, it being hereby understood and agreed that (a) the consignee may, at its option, return any work of art to the consignor at any time, and (b) the consignee will return any work of art not then on loan to a lessee within three weeks after written request from the consignor.
5. *Transportation.* The consignor agrees to transport works of art to the consignee at the consignor's expense. The consignee agrees to pay the cost of return transportation to the consignor only within the limits of the City of New York.
6. *Condition.* Any flaws existing in works of art at the time of their consignment will be described in the consignment agreement covering the particular work of art. The consignee agrees that if loss, damage, or deterioration shall occur, either when the work of art is in the direct custody of the consignee or while it is leased to one of its lessees, 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 work of art will not be cleaned or repaired by the consignee except with the express permission of the consignor and that lessees will be required to agree that works of art 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 works of art 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. Lessees will be required to agree that works of art 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. If the consignor approves such a request and receives a fee in return for the reproduction rights to any work of art consigned to the consignee, the consignor agrees to pay the consignee 20% of such fee.
9. *Return of Consignments.* Works of art 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 work of art 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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# THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART

## CONSIGNMENT AGREEMENT

Brooks Jackson Gallery Iolas, 52 East 57th Street, New York, N.Y.

PL5-6778

(Name and Address of Consignor)

hereby consigns to the Art Lending Service of the Museum of Modern Art, 21 West 53rd Street, New York 19, New York, pursuant to and upon the terms and conditions set forth in the agreement between the parties, hereto, dated March 18, 1981, providing for the consignment of various works of art, the following described article(s), and hereby agrees that the selling price at which the article(s) may be sold during the period of the consignment (including the consignee's 20% handling charge, but before deducting the prepaid rental collected by the consignee from the purchaser) is as stated below:

ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
801-339	Franco CIARLO	UNTITLED, fresco transfer on tarlaten (circa 52 x 96")	\$5000	For Sale Only	80	ns	gallery agrees to exhibit unframed and uncovered in Penthouse Exhibition
		To be delivered to the Art Lending Service on March 24, 1981.					

Executed in duplicate on the date set forth above

*Richard Fadden*  
Consignor

Asst. Treasurer

Consignee, Museum of Modern Art



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IN

ON:

Date:

Order No.:

Tel. 586-4200

15%

and delivered to the Art Lending Service of the Museum of Modern Art, the following items:

[illegible]























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# THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART

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## CONSIGNMENT AGREEMENT 5/12/64

Alexander Iolas Gallery, 15 East 55th St., New York City 22  
(Name and Address of Consignor)

hereby consigns to the Art Lending Service of the Museum of Modern Art, 21 West 53rd Street, New York 19, New York, pursuant to and upon the terms and conditions set forth in the agreement between the parties, hereto, dated November 4, 1957, providing for the consignment of various works of art, the following described article(s), and hereby agrees that the selling price at which the article(s) may be sold during the period of the consignment (including the consignee's 10% handling charge, but before deducting the prepaid rental collected by the consignee from the purchaser) is as stated below:

ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
634-590	Martial RAYSSE	BLANCHIREMENT VOTRE collage (15 1/2 x 12) xxxxxxxx	\$150.	10-15	62	back	Good
634-591	Dorothea TANNING	UNE LUNE DANS L'AUTRE oil (12 x 9) oil (12 3/4 x 9 1/2)	\$650.	35-52	61	lr	Good
<del>634-592</del>	<del>XXXXXXXXXX</del>	<del>FLOWERS</del> <del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>				
592 634-592	GPLY Wm N. Gopley	NO. 1 "MIN AND SIN" oil & collage (17 1/2 x 23 1/2) xxxxxxxx (30 x 24)	\$600.	30-45	63 xx	-	Good
634-593	MASUROVSKY	#62 - 17 ink (30 x 24) xxxxxxxx (24 3/4 x 18 3/4)	\$250.	15-22	62 xx	lm	Good
634-594	MATTA	UNTITLED #34 mixed media (19 3/4 x 25)	\$600.	30-45	63	-	Good

Executed in duplicate on the date set forth above

Consignor *Brooks Jackson*  
Asst. Treasurer  
Consignee, Museum of Modern Art *Shirah Rubenstein*







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THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART

ALS COPY

CONSIGNMENT AGREEMENT

4/13/62

IOLAS GALLERY - 123 East 55 Street, New York City  
(Name and Address of Consignor)

hereby consigns to the Art Lending Service of the Museum of Modern Art, 21 West 53rd Street, New York 19, New York, pursuant to and upon the terms and conditions set forth in the agreement between the parties, hereto, dated 11/4/57, providing for the consignment of various works of art, the following described article(s), and hereby agrees that the selling price at which the article(s) may be sold during the period of the consignment (including the consignee's 10% handling charge, but before deducting the prepaid rental collected by the consignee from the purchaser) is as stated below:

ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
612-645	CRIPPA	THE SUN collage	\$650	35-52	61	bk	board warped- frame <del>FRAME</del> rubs edges nails in back
612-646	PANIARAS	UNTITLED #24 oil	\$150	10-15	60	ll	frame nicked
612-647	PANIARAS	UNTITLED #18 oil	\$150	10-15	60	bk	frame soiled

Executed in duplicate on the date set forth above

Consignor

*Robert Jackson*  
Consignee, Museum of Modern Art

Asst. Treasurer











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THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART

ALS COPY

CONSIGNMENT AGREEMENT — ~~November 4, 1957~~

IOLAS GALLERY 123 EAST 55TH STREET, NEW YORK CITY, NEW YORK  
(Name and Address of Consignor)

hereby consigns to the Art Lending Service of the Museum of Modern Art, 21 West 53rd Street, New York 19, New York, pursuant to and upon the terms and conditions set forth in the agreement between the parties hereto, dated November 4, 1957, providing for the consignment of various works of art, the following described article(s), and hereby agrees that the selling price at which the article(s) may be sold during the period of the consignment (including the consignee's 10% handling charge, but before deducting the prepaid rental collected by the consignee from the purchaser) is as stated below:

Artist	Title	Price	Rental	Date	Signature	Condition
LS 578-79 Harold STEVENSON THE INNER VOICE DECAYS oil 25x32		300	15-22	1956	<i>[Signature]</i>	frame chipped in several places

Executed in duplicate on the date set forth above.

*[Signature]*  
Consignor

*[Signature]* Asst. Treasurer  
Consignee, Museum of Modern Art



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**THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART**  
**CONSIGNMENT AGREEMENT** SEPTEMBER 1, 1957

ALS COPY

**IOLAS GALLERY, 123 EAST 55 STREET, NEW YORK**

(Name and Address of Consignor)

hereby consigns to the Art Lending Service of the Museum of Modern Art, 21 West 53rd Street, New York 19, New York, pursuant to the terms and conditions set forth in the agreement between the parties hereto, dated May 24, 1957, providing for the consignment of various works of art, the following described article(s), and hereby agrees that the selling price at which the article(s) may be sold during the period of the consignment (including the consignee's 10% handling charge, but before deducting the prepaid rental collected by the consignee from the purchaser) is as stated below:

Artist	Title	Price	Rental	Date	Signature	Condition
LS 567-433	(5/24/57)					
MATTA						
COMPOSITION		\$500	25-37	no	no	frame loose
oil	36x28 framed					

Executed in duplicate on the date set forth above.

Consignor

*Alexander Iolas*

Asst. Treasurer

Consignee, Museum of Modern Art



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**THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART**  
**INDIVIDUAL CONSIGNMENT AGREEMENT**

ART LENDING SERVICE INVENTORY COPY

Consignment Agreement Dated May 8, 1953Consignment No. LS-523-365Alexander Iolas Gallery

(Name of consignor)

of 46 East 57th St. New York, N.Y.

(Address of consignor)

hereby consigns to the Art Lending Service of The Museum of Modern Art, 21 West 53rd Street, New York 19, New York, pursuant to and upon the terms and conditions set forth in the agreement between the parties hereto, dated \_\_\_\_\_, providing for the consignment of various works of art, the following described article:

Artist's name: Jeanne ReynalTitle of work: Study in BlackMedium: mosaicDate on work: ☐ yes ☒ no; if so, date \_\_\_\_\_Signature on work: ☐ yes ☒ no; if so, location \_\_\_\_\_Accessories: Paintings: ☒ framed ☐ matted ☐ glazed ☐ noneSculpture: pedestal or separate base ☐ yes ☐ no☐ separate base, but bolted onPrints: ☐ matted ☐ glazed

Condition: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

and hereby agrees that the selling price at which the article may be sold during the period of the consignment (including the consignee's 10% handling charge, but before deducting the prepaid rental collected by the consignee from the purchaser) is..... \$ 450.00

Executed in duplicate on the date set forth above.

Rental Fee: 1st month \$

Deposit for: 2nd month \$

Deposit for: 3rd month \$

Total required in advance \$

Two months rental

Required in advance \$25<sup>00</sup>

*Returned to gallery 1/26/54  
 at Mr. Iolas's request  
 delivery made to  
 Benet Strickland  
 304 E 61 St  
 NYC  
 No blue*

Assistant Treasurer



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## THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART

## INDIVIDUAL CONSIGNMENT AGREEMENT

## ART LENDING SERVICE INVENTORY COPY

Consignment Agreement Dated May 7, 1953Consignment No. LS-523-366Alexander Iolas Gallery

(Name of consignor)

of 46 East 57th St. New York, N.Y.

(Address of consignor)

hereby consigns to the Art Lending Service of The Museum of Modern Art, 21 West 53rd Street, New York 19, New York, pursuant to and upon the terms and conditions set forth in the agreement between the parties hereto, dated \_\_\_\_\_, providing for the consignment of various works of art, the following described article:

Artist's name: Jeanne ReynalTitle of work: "The Duo"Medium: mosaicDate on work: ☐ yes ☒ no; if so, date \_\_\_\_\_Signature on work: ☐ yes ☒ no; if so, location \_\_\_\_\_Accessories: Paintings: ☒ framed ☐ matted ☐ glazed ☐ noneSculpture: pedestal or separate base ☐ yes ☐ no☐ separate base, but bolted onPrints: ☐ matted ☐ glazed

Condition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and hereby agrees that the selling price at which the article may be sold during the period of the consignment (including the consignee's 10% handling charge, but before deducting the prepaid rental collected by the consignee from the purchaser) is..... \$300.00

Executed in duplicate on the date set forth above.

Assistant Treasurer



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## THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART

## INDIVIDUAL CONSIGNMENT AGREEMENT

ART LENDING SERVICE INVENTORY COPY

Consignment Agreement Dated May 21, 1952Consignment No. LS-52-551Rental Fee: 1st month \$ 15Deposit for: 2nd month \$ 10Deposit for: 3rd month \$ 10Total required in advance \$ 35Two months Rental  
Required in advance \$ 250(Name of consignor) Iolas Galleryof 46 East 57th Street  
(Address of consignor)

hereby consigns to the Art Lending Service of The Museum of Modern Art, 21 West 53rd Street, New York 19, New York, pursuant to and upon the terms and conditions set forth in the agreement between the parties hereto, dated \_\_\_\_\_, providing for the consignment of various works of art, the following described article:

Artist's name: MattaTitle of work: STUDY FOR A CASTMedium: oilDate on work: ☐ yes ☒ no; if so, date \_\_\_\_\_Signature on work: ☐ yes ☒ no; if so, location \_\_\_\_\_Accessories: Paintings: ☒ framed ☐ matted ☐ glazed ☐ noneSculpture: pedestal or separate base ☐ yes ☐ no☐ separate base, but bolted onPrints: ☐ matted ☐ glazed

Condition: \_\_\_\_\_

and hereby agrees that the selling price at which the article may be sold during the period of the consignment (including the consignee's 10% handling charge, but before deducting the prepaid rental collected by the consignee from the purchaser) is..... \$ 450.00

Executed in duplicate on the date set forth above.

Assistant Treasurer







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ART LENDING SERVICE  
of the MUSEUM OF MODERN ART  
21 West 53rd Street  
New York 19, N. Y.

**OUT**

(2) ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

Date:

ON:

Order No:

TO: Iolas Gallery  
15 East 55th St.  
NYC

The undersigned acknowledges receipt of the following items heretofore delivered and/or consigned to the Art Lending Service of the Museum of Modern Art:

ALS NO.	ARTIST	TITLE	MEDIUM	VALUE
734-438	Harry STEVENSON	STUDY FOR ALTER OF PEACE	oil on paper	\$2000

(Please sign and return THIS copy; the blue copy is for your files.)

The undersigned reserves the right to inspect the returned articles and to make claim for damages in writing within ten days of the date of the receipt by the undersigned of the aforementioned articles if they are found not to have been returned in satisfactory condition, it being understood and agreed that if such a claim is not made within such period the Art Lending Service of the Museum of Modern Art is released from any and all responsibility with respect to such articles.

Date Received

(Signed)

for

Gallery



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# OUT

**DELIVERED THE FOLLOWING ITEMS**

Date:

ON: 9/65

Order No:

TO: Iolas Gallery  
15 East 55St.  
New York 22, New York

[illegible]

**(Please sign and return THIS copy; the blue copy is for your files.)**

The undersigned reserves the right to inspect the returned articles and to make claim for damages in writing within ten days of the date of the receipt by the undersigned of the aforementioned articles if they are found not to have been returned in satisfactory condition, it being understood and agreed that if such a claim is not made within such period the Art Lending Service of the Museum of Modern Art is released from any and all responsibility with respect to such articles.

Date Received \_\_\_\_\_

10/12/65

**(Signed)**

*B. Jackson*

f

Colns

Gallery



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ART LENDING SERVICE  
of the MUSEUM OF MODERN ART  
21 West 53rd Street  
New York 19, N. Y.

OUT

(2) ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

Date:

ON: 4/65

Order No:

TO:

Iolas Gallery 15 ~~XXXXXX~~  
15 East 55th St.  
New York 22, N.Y.

The undersigned acknowledges receipt of the following items heretofore delivered and/or consigned to the Art Lending Service of the Museum of Modern Art:

ALS NO.	ARTIST	TITLE	MEDIUM	VALUE
634-593	MASUROVSKY	#62-17	ink	\$250.
634-591	TANNING	UNE LUNE DANS LAUTRE	oil	\$650.
634-592	CPLY	MIN AND SIN	oil	\$600.

(Please sign and return THIS copy; the blue copy is for your files.)

The undersigned reserves the right to inspect the returned articles and to make claim for damages in writing within ten days of the date of the receipt by the undersigned of the aforementioned articles if they are found not to have been returned in satisfactory condition, it being understood and agreed that if such a claim is not made within such period the Art Lending Service of the Museum of Modern Art is released from any and all responsibility with respect to such articles.

Date Received

4/29/65

(Signed)

B. Jackson

for

Heas

Gallery



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# OUT

Date: \_\_\_\_\_

Order No:

TO: Iolas Gallery~~15~~  
15 E. 55th St.  
New York 22

[illegible]

**(Please sign and return THIS copy; the blue copy is for your files.)**

sibility with respect to such articles.

Date Received Jan 15 65 (Signed) Brooks Jackson for WLAS Gallery



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Date:

Order No:

[illegible]

**(Please sign and return THIS copy; the blue copy is for your files.)**

Date Received Jan 20 1965 (Signed) Brooks Jackson for Wlass Gallery



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# OUT

Date: \_\_\_\_\_

Order No:

The undersigned acknowledges receipt of the following items heretofore delivered and/or consigned to the Art Lending Service of the Museum of Modern Art:

[illegible]

**(Please sign and return THIS copy; the blue copy is for your files.)**

Date Received \_\_\_\_\_ (Signed) \_\_\_\_\_ for \_\_\_\_\_ Gallery



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ART LENDING SERVICE  
of the MUSEUM OF MODERN ART  
21 West 53rd Street  
New York 19, N. Y.

**OUT**

(2) ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

Date:

ON: 5/5/64

Order No:

TO: Iolas Gallery  
15 East 55 St.  
New York City

The undersigned acknowledges receipt of the following items heretofore delivered and/or consigned to the Art Lending Service of the Museum of Modern Art:

ALS NO.	ARTIST	TITLE	MEDIUM	VALUE
623-676	Bernard PFRIEM	HEAD WITH PENCIL	pencil	\$225.
	PANZARIS	UNTITLED #21	oil	\$150.

(Please sign and return THIS copy; the blue copy is for your files.)

The undersigned reserves the right to inspect the returned articles and to make claim for damages in writing within ten days of the date of the receipt by the undersigned of the aforementioned articles if they are found not to have been returned in satisfactory condition, it being understood and agreed that if such a claim is not made within such period the Art Lending Service of the Museum of Modern Art is released from any and all responsibility with respect to such articles.

Date Received Mar. 5. 64 (Signed) Brook Jackson for Iolas Gallery



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## OUT

Date: \_\_\_\_\_

TO: Iolas Gallery  
123 E. 55th St.  
NYC

Order No:

[illegible]

**(Please sign and return THIS copy; the blue copy is for your files.)**

Date Received 2/28/63 (Signed) Charlotte Gelbertson for Alexander Iolas Gallery







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# OUT

Date: \_\_\_\_\_

Order No:

TO: Iolas Gallery  
123 E. 55 St.  
NYC

[illegible]

**(Please sign and return THIS copy; the blue copy is for your files.)**

The undersigned reserves the right to inspect the returned articles and to make claim for damages in writing within ten days of the date of the receipt by the undersigned of the aforementioned articles if they are found not to have been returned in satisfactory condition, it being understood and agreed that if such a claim is not made within such period the Art Lending Service of the Museum of Modern Art is released from any and all responsibility with respect to such articles.

Date Received \_\_\_\_\_

\_\_\_\_\_(Signed)

fo

## Gallery



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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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ART LENDING SERVICE  
of the MUSEUM OF MODERN ART  
21 West 53rd Street  
New York 19, N. Y.

OUT

(2) ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

ON: 1/10/62  
TO:

Date:

Order No:

Iolas Gallery  
123 E. 55 St.

The undersigned acknowledges receipt of the following items heretofore delivered and/or consigned to the Art Lending Service of the Museum of Modern Art:

ALS NO.	ARTIST	TITLE	MEDIUM	VALUE
601-619	STEVENSON	FARM COUPLE	pencil	\$300
601-618	STEVENSON	HORSE	pencil	\$200

(Please sign and return THIS copy; the blue copy is for your files.)

The undersigned reserves the right to inspect the returned articles and to make claim for damages in writing within ten days of the date of the receipt by the undersigned of the aforementioned articles if they are found not to have been returned in satisfactory condition, it being understood and agreed that if such a claim is not made within such period the Art Lending Service of the Museum of Modern Art is released from any and all responsibility with respect to such articles.

Date Received Jan 10 62 (Signed) B. Jackson for Iolas Gallery



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ART LENDING SERVICE  
of the MUSEUM OF MODERN ART  
21 West 53rd Street  
New York 19, N. Y.

OUT

(2) ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

ON: June 27, 1957

TO:

Iolas Gallery

=123 East 55th Street

Date:

Order No:

The undersigned acknowledges receipt of the following items heretofore delivered and/or consigned to the Art Lending Service of the Museum of Modern Art:

ALS NO.	ARTIST	TITLE	MEDIUM	VALUE
567-432	Nejad	The Cupola of Islam	oil	400.00

(Please sign and return THIS copy; the blue copy is for your files.)

The undersigned reserves the right to inspect the returned articles and to make claim for damages in writing within ten days of the date of the receipt by the undersigned of the aforementioned articles if they are found not to have been returned in satisfactory condition, it being understood and agreed that if such a claim is not made within such period the Art Lending Service of the Museum of Modern Art is released from any and all responsibility with respect to such articles.

Date Received June 27 (Signed) B. Jackson for Iolas Gallery



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**OUT**

ART LENDING SERVICE  
of the MUSEUM OF MODERN ART

21 West 53rd Street

New York 19, N. Y.

231 East 55th St.

Hahn Brothers Trucking

(Please sign and return THIS copy; the blue copy is for your files.)

DELIVERED THE FOLLOWING ITEMS

ON: Tuesday, April 28, 1953

TO: Iolas Gallery  
XXX 46 East 57th St.

(2) ALS GALLERY FILE

Date:

Order No: 58718

The undersigned acknowledges receipt of the following items heretofore delivered and/or consigned to the Art Lending Service of the Museum of Modern Art:

ALS NO.	ARTIST	TITLE	MEDIUM	VALUE
523-352	Donati	Billiards	oil	600
523-353	Donati	Family Tree	oil	600
523-354	Donati	Biography	oil	600
52-551	Matta	Study for a Cast	oil	450

The undersigned reserves the right to inspect the returned articles and to make claim for damages in writing within ten days of the date of the receipt by the undersigned of the aforementioned articles if they are found not to have been returned in satisfactory condition, it being understood and agreed that if such a claim is not made within such period the Art Lending Service of the Museum of Modern Art is released from any and all responsibility with respect to such articles.

Date Received: \_\_\_\_\_ (Signed) A. D. L. for \_\_\_\_\_ Gallery



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## The Museum of Modern Art

50th Anniversary



Richard Stoddard  
Brooks Jackson Gallery Iolas  
52 East 57 Street  
New York, New York 10022

July 7, 1981

Dear Richard:

Enclosed please find the Franco Ciarlo transparency loaned  
to us for the Surfaces/Textures exhibition.

Thank you for your cooperation and support.

Sincerely,

Theodore A. Bonin  
Assistant  
Art Lending Service

TB/hf  
enclosure



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# BROOKS JACKSON GALLERY IOLAS

February 24, 1981

OK → 90

Museum of Modern Art  
Att: Ted Bonin, Art Lending Service  
11 West 53<sup>rd</sup> Street  
New York, NY 10019

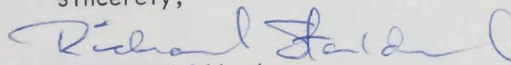
Dear Ted Bonin,

Enclosed please find the FRANCO CIARLO 4X5 transparency that you were originally interested in. I'm sorry I did not get a chance to drop it by last week.

In regard to your request for a smaller CIARLO painting I'm sorry to inform you that there are none available.

If I may be of any further service do not hesitate to contact me.

Sincerely,

  
Richard Stoddard  
Gallery Manager

encl: FRANCO CIARLO 4 x 5 transp.

52 EAST 57TH STREET

NEW YORK, N. Y. 10022

212 PL 5-6778



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Alexander Iolas Gallery,  
15 East 55 Street,  
New York 22,  
New York.

October 21, 1970

Mr. Brooks Jackson  
Alexander Iolas Gallery  
15 East 55 Street  
New York, NYC

This is to notify you of the sale of the ST. PHALLÉ:  
ROSE drawing, to Mr. Dustin Hoffman, 67, W. 55 St.  
NYC.

This is to inform you of the sale of the CPLY ink:  
BALLAD OF BASEY'S BILLY GOAT (ALS 678-325) to Dr. Louis  
Adler of 18 Westlane Rd., Houston, Texas 77019. The price of  
\$300.00, less the Art Handling Charge, plus US New York Sales  
Tax. Please bill us in the amount of \$238.50, which represents  
the purchase price less the Art Lending 10% handling, plus  
6% tax. Thank you for your interest in the Lending Service.

Please

Thank you for your interest in the Art Lending Service;

Sincerely,

*Suzanne Mitchell*

Suzanne Mitchell  
Art Lending

Shawn J. Pringle  
Art Lending Service



The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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Mr. Charles Jackson  
Alexander Iolas Gallery  
15 East 55 Street  
New York City  
Alexander Iolas Gallery,  
15 East 55 Street,  
New York 22,  
New York.

October 2. 1969

Dear Mr. Iolas,

This is to notify you of the sale of the ST. PHALLE:  
ROSIE (LS6564890) drawing, to Mr Dustin Hoffman, 67, W. 55 St.  
NYC. 656-899

Please send your bill to THE ART LENDING SERVICE in  
the amount of \$286.20 which represents the purchase price of  
\$300.00, less the 10% Handling Charge, plus 6% New York Sales  
Tax.

Thank you for your interest in the Lending Service.

Sincerely,

Aline M. Hill  
ART LENDING SERVICE

Shawn J. Pringle  
Art Lending Service



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27 February 1969

Mr. Brooks Jackson  
Alexander Iolas Gallery  
15 East 55 Street  
New York City

Dear Mr. Jackson:

CPLY: MADAME LA MARQUISE (LS 678-324)  
Robert J. Devaney  
110 West 15 Street New York City

237.50  
250.60

Aline M. Hill  
ART LENDING SERVICE



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October 23, 1968  
29 January 1969

Mr. Brooks Jackson  
Alexander Iolas Gallery  
15 East 55 Street  
New York City

Dear Mr. Jackson:

CPLY in: paper: MAN (LS 656-902) no MATTA crayon  
on Mr. William Bernstein  
85 East End Avenue NYC

Please bill the borrower Mrs. Elizabeth Maguire,  
1654 32nd Street, Washington, D.C., in the amount  
of \$190.00 the \$88.25 rental received. Enclosed  
is our bill 200.00 the balance of the Handling Charges.

Thank you.

Sincerely yours,

Mrs. Dorcas Andrews  
Executive Secretary  
ART LENDING SERVICE

Aline M. Hill  
ART LENDING SERVICE  
cc: Mrs. Maguire



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October 23, 1968

Charlotte Gilbertson  
Alexander Iolas Gallery  
15 East 55 Street  
New York 10022

Dear Miss Gilbertson:

This is to confirm the sale of the MATTA crayon  
on paper (LS 667-833).

Please bill the borrower Mrs. Elizabeth Maguire,  
1655 32nd Street, Washington, D.C., in the amount  
of \$800. less the \$68.25 rental received. Enclosed  
is our bill for the balance of the Handling Charges.

Thank you.

Sincerely yours,

Mrs. Horace Andrews  
Executive Secretary  
ART LENDING SERVICE

Purchased by Mrs. Elizabeth Maguire  
enc. 1655 32nd St. N.W.  
Washington, D.C.

cc: Mrs. Maguire



The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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October 12, 1967

Miss Charlotte Gilbertson  
Alexander Iolas Gallery  
15 East 55 th St.  
New York City

Dear Miss Gilbertson:

This is to notify you of the sale of the MATTA  
drawing (LS 667-834).

Enclosed please find our Purchase Order #18804 in  
the amount of \$760.00 which represents the purchase  
price, plus the New York Sales Tax, less the 10% Art  
Lending Service Handling Charge. Please send your bill  
to the Treasurer's Office of the Museum. From there a  
check will be issued to you.

Thank you.

Sincerely yours,

Frances T. Fangboner  
Art Lending Service

enc.

Purchased by Mrs. Elizabeth Maguire  
1655 32nd St. N.W.  
Washington, D.C.

cc: Mr. and Mrs. Berliner



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March 25, 1959

January 20, 1967

Dear Mr. Iolas:

This is to confirm the sale of the Harold Stevenson oil,

THE INNER VOICE BEGAYS

Miss Charlotte Gilbertson

Would you Iolas Gallery to bill the purchaser, Mr. William

S. Brower 154 East 55 Street Street, New York City in the

amount of \$15 rental received. Enclosed is

our bill for the balance of the handling charge due the

Lending Service. Dear Miss Gilbertson:

Our thanks for your cooperation in this matter.

This is to notify you of the sale of the RAYSSSE collage,  
Variation Sur un Palmier, LS 656-901.

Please bill the borrower, Mr. and Mrs. Alexander Berliner  
of 450 East 63d Street, New York, in the amount of \$300.  
less the \$23.10 rental received. Enclosed, is our bill  
for the balance of the handling charges. Service

Thank you.

Sincerely yours,

Mr. Alexander Iolas  
Iolas Gallery  
123 East 55th Street  
New York 22, New York

Susan Stedman  
Executive Secretary  
Art Lending Service

enc.

cc: Mr. and Mrs. Berliner



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March 25, 1959

Dear Mr. Iolas:

This is to confirm the sale of the Harold Stevenson oil,  
THE INNER VOICE DECAYS.

Would you be good enough to bill the purchaser, Mr. William  
S. Brower of 414 East 52nd Street, New York City in the  
amount of \$300, less the \$15 rental received. Enclosed is  
our bill for the balance of the handling charge due the  
Lending Service.

Our thanks for your cooperation in this matter.

Sincerely yours,

Mrs. Daniel B. Davis  
Art Lending Service

Mr. Alexander Iolas  
Iolas Gallery  
123 East 55th Street  
New York 22, New York

Mr. Alexander Iolas  
Iolas Gallery  
123 East 55th Street  
New York 22, New York

Randy J. Westroff  
Executive Secretary  
Art Lending Service

Sincerely,

Barbara Seaman

Art Lending Service

PO # 15557

Encl



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October 29, 1954

February 19, 1958

Mr. Alexander Iolas  
Iolas Gallery  
145 East 57th Street  
New York 22, New York

Dear Mr. Iolas,

Dear Mr. Iolas:

This is to confirm the sale of the Matta oil Composition LS 567-433.  
regard to the sale of the Jeanne Reynal mosaic, LS 150, con-  
Since the purchaser has paid us directly, we enclose a check for \$450.  
to cover the purchase price of \$500.00 less the 10% Art Lending Service  
handling charge. The purchaser had the following Resale number M-27-307.  
the full purchase price (\$500.00) of the mosaic to Mr. Valentine  
Thank you for your cooperation in this matter. 10.

Enclosed you will find a statement for the Art Lending Service  
10% handling charge incurred in this sale. Sincerely yours,

Thank you for your kind attention to this matter, and please be  
assured of our appreciation for your continuing cooperation  
with the Art Lending Service.

Nancy J. Wosstroff  
Executive Secretary  
Art Lending Service

Sincerely,

Mr. Alexander Iolas  
Iolas Gallery  
123 East 55th Street  
New York 22, New York

Barbara Cusack

Art Lending Service

PO#15557

Exch.



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ART LENDING SERVICE  
of the MUSEUM OF MODERN ART  
29 West 53rd Street  
New York 19, N. Y.

MAILED 10

Oct. 29/54

FROM: Mrs. Cusack

(Sales Gallery)

October 29, 1954

and delivered to the Art Lending Service of the Museum of Modern Art, the following:

ALS NO.

C. A.

SENT TO

DATE

BY

REMARKS

FILE

Mr. Alexander Iolas  
Iolas Gallery  
46 East 57th Street  
New York 22, New York

Dear Mr. Iolas:

This is to confirm our telephone conversation with Mr. Mann in regard to the sale of the Jeanne Reynal mosaic, THE DUO, consigned to us May 7, 1953.

Would you, therefore, be good enough to forward a statement for the full purchase price (\$300.00) of the mosaic to Mr. Valentine Peratt, 11720 Edgewater Drive, Cleveland 7, Ohio.

Enclosed you will find a statement for the Art Lending Service 10% handling charge incurred in this sale.

Thank you for your kind attention to this matter, and please be assured of our appreciation for your continued fine co-operation with the Art Lending Service.

Sincerely,

Barbara Cusack

Art Lending Service

enc.



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IN

Date:

ON: November, 1957  
FROM: Rene Bouche  
(Iolas Gallery)

Order No:

[illegible]

REjected	Too EXPensive
RECalled	Out SIZE
REPair	POOR renter



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IN

Order No:

[illegible]

REjected	Too EXPensive
RECalled	Out SIZE
REPair	POOR renter



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IN

Date: \_\_\_\_\_

ON: May 24, 1957

FROM:  
Tolas Gallery  
123 East 55th Street

Order No.

[illegible]

REjected      Too EXPensive  
RECalled      Out SIZE  
REPair      POOR renter



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IN

(2) ALS GALLERY FILE

Date: \_\_\_\_\_

Order No 58718

## PICKED UP

ON: Tuesday, April 28, 1953

FROM: Iolas Gallery  
46 East 57th St.

and delivered to the Art Lending Service of the Museum of Modern Art the following items:

[illegible]

\*Reasons for Return:

REjected	Too EXPensive
RECalled	Out SIZE
REPair	POOR renter



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IN

## Gallery messenger

## PICKED UP

ON: April 14, 1953

FROM: Iolas Gallery

(2) ALS GALLERY FILE

Date: \_\_\_\_\_

Order No:

and delivered to the Art Lending Service of the Museum of Modern Art the following items:

[illegible]

\*Reasons for Return:

REjected	Too EXpensive
RECalled	Out SIZE
REPair	POOR renter



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Solas

Artist	Title	A.L.S.	No. Dated Received	25-50	51-125	126-225	226-350	351-550	551-750	Frames	Gallery changes	Date Received	Receipt	Receipt Received	Date Sold	C.A. Received	
				25-50	51-125	126-225	226-350	351-550	551-750								
Malta, Hugo	Study for a Cast	551	5/1/52					450									
"	Study in Space	552	"					500									
Pfriem	Dark Legend	553	"					400									
								450									

In

A.L.S. June 30, 1952

4.28.53

5.5.52

5.5.52 X

Recalled for show







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## 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 each separate article 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 the 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, there shall be 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 of from one to three months under a form of lease which will permit the borrower to display the article in the borrower's home.
- 3 **Sales.** The consignor agrees that any article consigned to the consignee pursuant to this agreement shall at all times be considered as being on sale at the selling price specified in the consignment agreement relating to any particular article, and that such selling price shall include an amount equal to 10% of such selling price 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 amount of the prepaid rental collected by the consignee upon the lease of any such article to any particular borrower shall not exceed the 10% handling charge and, in the event of sale, shall be deducted both from the selling price at which the article is sold by the consignor to the borrower of such article and from the handling charge. It is further understood and agreed that in sales of articles consigned to it 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 from 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 on those sales on which its collection is 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 within six 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.
- 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 redelivery 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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SUPPLEMENTAL AGREEMENT

This supplemental agreement shall be attached to and made a part of the Master Contract between The Art Lending Service of The Museum of Modern Art as consignee and Iolas Gallery as consignor dated the 30th day of January, 1961. ~~XXXXXX~~

It is agreed by and between the parties hereto that paragraph 2 of the Terms and Provisions of this contract be amended to read as follows:

"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 a period of from one to two months, or any portion thereof, under a form of lease customarily used by the consignee and which will permit the borrower to display the article in the manner and for the purposes set out below, when such display will not depreciate the value of the article as a work of art. The consignee shall be the sole judge as to whether or not such display will depreciate the value of the article as a work of art.

"(a) The borrower may display the article in connection with any merchandise display, whether in the display windows of a store or on the premises thereof. The fee charged by the consignee for such display shall be 10% of the selling price (as computed according to paragraph 3 of the Terms and Provisions of this contract) for each week or fraction thereof during which the article is retained by the borrower. In no case shall the lease be for a period longer than two calendar months.

"(b) The borrower may display the article on any television broadcast. The fee charged by the consignee for such display shall be 10% of the selling price (as computed according to paragraph 3 of the Terms and Provisions of this contract) for each week or fraction thereof during which the article is retained by the borrower.

"(c) The borrower may display the article for any other business or commercial purpose such as, but not limited to, display in apartment house lobbies, model homes and on the premises of business offices. The fee charged by the consignee for such display shall be double the fee charged for non-commercial display, which fees are set out below in subdivision (d). The leases for such display shall be for a period of not more than two calendar months.

"(d) The borrower may display the article non-commercially in a home, place of business, school or a charitable or similar organization. The fee charged by the consignee for such display shall be as follows:



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2.

<u>Selling Price of Article</u>	<u>Two Months' Rental</u>
\$up to - 125	\$ 5.00
126 - 200	10.00
201 - 300	15.00
301 - 400	20.00
401 - 500	25.00
501 - 625	30.00
626 - 750	35.00

"The consignee agrees that all works rented for the purposes set out in subparagraphs (a), (b) or (c) will bear both the name of the consignor and the artist.

"It is agreed by the consignee that in the cases of the artists whose names are set out below and who are represented by the consignor, the use and display by the borrower of the work of such artists shall be restricted to the categories set opposite their names.

<u>Name of Artist</u>	<u>Permitted Categories of Display</u>
-----------------------	--

"Where the consignee receives rentals under leases providing for display of the articles for the purposes set out in subdivisions (a), (b) or (c) of paragraph 2, the consignee shall pay one-half (1/2) of such rentals to the consignor for the account of the artist whose work is so displayed. Such payments shall be made semi-annually on September 1st and March 1st of each year."

It is agreed by and between the parties hereto that paragraph 3 of the Terms and Provisions of this contract be amended to read as follows:

"3. Sales. The consignor agrees that any article consigned to the consignee pursuant to this agreement shall at all times be considered as being for sale at the selling price specified in the consignment agreement relating to any particular article and that such selling price shall include an amount equal to 10% of such selling price 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 any such 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 to it pursuant to this agreement, the consignee assumes no responsi-



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3.

bility other than to bring the parties together, that title will pass directly from the seller to the purchaser and payment will be made directly from 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 on those sales on which its collection is necessary."

It is agreed by and between the parties hereto that paragraph 8 of the Terms and Provisions of this contract be amended to read as follows:

"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."

Initialed by consignor:

Brooks Jackson.  
EL

Initialed by consignee:  
For The Art Lending Service