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

Modern	ent dated <u>June 3, 1975</u> , between the Art Lending Service of The Museum of Art, 21 West 53 Street, New York, N.Y. 10019, telephone (212) 956-6114 after called the "consignee"))1
and	John Torson	1
of	340 East 63 Street, New York, N.Y. 10021	
(herein	after 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 Other 9. Oson

For the Art Lending Service of The Myseym of Modern Art, Consignee

date June 54, 1975

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Terms and Provisions

- 1. Agreement to Consign. The consigner 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 \$\frac{15}{2}\$—% 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.
- 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 __15__% 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 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.
- 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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Schedule C, attached hereto and made a part of the Master Contract between the Art Lending Service of The Museum of Modern Art as consignee and John Torson as consignor dated the 20th day of July , 1972

It is agreed by and between the parties hereto that, pursuant to paragraphs 1 and 3 of the Terms and Provisions of this contract, the handling charge be amended to read as 15%, effective August 1, 1972.

Consignee: Jane Mehaleh

For the Art Lending Service

For the Art Lending Service

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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 John Torson
340 East 63 Street

344 East 55th Street, New York, New York

(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

For the Art Lending Service of the Museum of Modern Art, Consignee

date March 12, 1958

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TERMS AND PROVISIONS

- 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 consignent 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 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.
- 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 on 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 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 John Torson as consignor dated the 31st day of January, 1961.

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 simtlar organization. The fee charged by the consignee for such display shall be as follows:

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Selling Price of Article Two Months! Rental . \$ 5.00 \$up to - 125 10,00 201 - 300 15.00 301 - .400 20.00 25.00 401 - 500 - 625 501 30.00 - 750 35.00 626

"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.

Name of Artist Permitted Categories

Of Display

"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 smminumually 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 hardling 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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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 low of such fee."

Initialed by consignor:

Initialed by consignee: For The Art Lending Service

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PL1-4975

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

John Tor	son 340 East 63rd	Street, NYC 10021			P	L1-49	75
	dress of Consignor)						Vl
pon the ter roviding fo ne article(s)	ms and conditions set forth or the consignment of vario) may be sold during the p	vice of the Museum of Modern Art, 21 West in the agreement between the parties, hereto, us works of art, the following described artic period of the consignment (including the cons nee from the purchaser) is as stated below:	, dated :le(s), and	hereby a	grees th	nder.	selling price at which
ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
812-106	Joseph CORNELL	HOW TO MAKE A RAINBOW screenprint with varnished stencil 116/125 (19 1/2	\$850	\$85	72	1r	good; plexi frame
		x 15 1/2) 19 3/4 x 15 3/4					

Consignee, Museum of Modern Art

Asst. Treasurer

Executed in duplicate on the date set forth above

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CONSIGNME	NT AGE	REEN	MENT								
John A.	Torson,	340	East	63rd	St.,	New	York,	N.Y.	10021	PL1-4975	
(Name and Address of		***************************************	.,	************	**************	**********					

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 June. 8, ...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:

Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
Joseph CORNELL	HOW TO MAKE A RAINBOW, screenprint w/varnish sten- cil 19/125, (I: 14" x 11") 20" x 16"	\$850	\$85	72	1r	good, plexi- glass frame
1						
	Joseph CORNELL	Joseph CORNELL HOW TO MAKE A RAINBOW, screenprint w/varnish stencil 19/125, (I: 14" x 11") 20" x 16"	Joseph CORNELL HOW TO MAKE A RAINBOW, screenprint w/varnish stencil 19/125, (I: 14" x 11") 20" x 16" **Social Screenprint w/varnish stencil 19/125, (I: 14" x 11")	Joseph CORNELL HOW TO MAKE A RAINBOW, screenprint w/varnish stencil 19/125, (I: 14" x 11") 20" x 16" \$850 \$85	Joseph CORNELL HOW TO MAKE A RAINBOW, screenprint w/varnish stencil 19/125, (I: 14" x 11") 20" x 16" **850 \$85 72	Joseph CORNELL

Consignor John a. Torson

Executed in duplicate on the date set forth above

Consignee, Museum of Modern Art

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



(4) ALS GALLERY FILE

Date:

ON:

PICKED UP

Order No.:

FROM: John A. Torson, 340 East 63rd St., New York, N.Y. 10021

PL1-4975

June 8, 1981

20%

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

ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
801- 437	Joseph CORNELL	HOW TO MAKE A RAINBOW, screenprint w/varnish sten- cil 19/125, (I: 14" x 11") 20" x 16"		\$85		11	good, plexi- glass frame
	No Person	The Park of the Pa					
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			*				

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THE ART LENDIN	NG SERVICE O	F THE	MUSEUM	OF	MODERN ART	
CONSIGNMENT	AGREEMENT					

John Torson 340 E 63 New York NY

PL1-4975

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

ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
80 1- 260	Ben BENSON	UNTITLED watercolor collage (8"x% 1/2") 18"x15 3/4"	\$800	\$80	/80	ОВ	good over- matted welded aluminum frame
801 - 261	Gunnar NORRMAN	THE BALCONY Aquatint 11/25 (6 3/8"x 4 3/8") 14 3/4"x 12 3/4"	\$\$50	\$45	' 79	LR	overmatted wood silver- lacquered frame
		14 3/4"x 12 3/4"					slightly scratch
		4.					
		•					
		*					
		*					

Consignor John as Torson
Asst. Treasurer

Executed in duplicate on the date set forth above

Consignee, Museum of Modern Art

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THE ART LENDING	SERVICE	OF	THE	MUSEUM	OF	MODERN A	ART
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CO14.	DIGNMI	NT AG	REEMENT					
	John A.	Torson,	340 East	63rd St	New York,	N.Y. 1	0021	PL1-4975
(Name ar	d 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. 1/30/81, 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 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- 258	David HOCKNEY	THE COMMISSIONER, (HENRY GELDZAHLER), lithograph 36/(16" x 20") 22" x 26"	\$1100 50	\$110	79	1r	Light wood frame, good

Consignor John a. Towson
Asst. Treasurer

Executed in duplicate on the date set forth above

Consignee, Museum of Modern Art

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

(4) ALS GALLERY FILE

PICKED UP

Date:

ON.

Order No.:

FROM: John A. Torson, 340 East 63rd St., New York, N.Y. 10021

PL1-4975

1/30/81

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

ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
801 - 258	David HOCKNEY	THE COMMISSIONER, (HENRY GELDZAHLER), lithograph 36/(16" x 20") 22" x 26"	\$1100 50	\$110	79	1r	Light wood frame, good
		0.34 2 17 3/4					
		The later of the state of the s					
			3				

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THE	ART	LENDING	SERVICE	OF	THE	MUSEUM	OF	MODERN	ART

CONSIGNMENT	AG	REEN	MENT							
John Torson,	340	East	63rd	Street,	New	York,	N.Y.	10021	PL1-4975	
(Name and Address of Consi							************	***************************************	***************************************	

ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
801-	Henri MATISSE	SAINT DOMINIQUE, lithograph 34/100 (11 3/8 x 7 1/8) 23 x 17 1/2	\$2500	\$250	51	1r	frame
801 - 209	Henri MATISSE	PETIT NU ASSIS A LA CHEMINE lithograph 1/10 (artist's proofs)* (12 1/4 x 9 3/8)	\$6000	\$600	25	1r	good: overmatted in gold leaf frame
		21 3/4 x 17 3/4					
		*This lithograph was printe in black in an edition of 75 and in gold in an editi					
		of 10.					1

Consigna John a. Torson
Asst. Treasure

Executed in duplicate on the date set forth above

Consignee, Museum of Modern Art

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ART LENDIN	NG SERVICE O	F THE MUSEUM C	OF MODERN ART		
CONSIGNMENT	AGREEMENT				
John Torson	340 East 63rd	Steeet, New York,	N.Y. 10021	PL1 - 4975	-
(Name and Address of Consider					

ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
801 - 201	Joseph CORNELL	UNTITLED (How To Make A Rainbow) screenprint with varnish and stencil 104/125 (19 1/2 x 15 1/2) 21 x 16 1/2	(\$795) \$845	\$85	72	1r	plexibox frame
		21 x 16 1/2					

Consignor Asst. Treasurer

Executed in duplicate on the date set forth above

Consignee, Museum of Modern Art

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

(4) ALS GALLERY FILE

PICKED UP

ON:

Order No.:

FROM:John Torson 340 East 63rd Street, New York, N.Y. 10021 PL1 - 4975

12/16/80

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

ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
801- 201	Joseph CORNELL	UNTITLED (How To Make A Rainbow) screenprint with varnish and stencil 104/125 (19 1/2 x 15 1/2) 21 x 16 1/2				1r	plexibox frame
		21 x 16 1/2					
-							
			-				

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THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART

CONSIGNMENT AGREEMENT

ALS No.	Artist	Title - Medium	Price	For Sale	Date	Sig.	Condition
801-163	Jasper JOHNS	THE CRITIC SMILES, hand- colored lithograph 12/40 (13 x 11 1/4) 28 x 21 1/2	\$1800 INSURAL	CE VALU	66 JE	1r	good plexi
			m	ot for	sol	<u>e</u>	
				£ ~			

Copsigner a. Torson
Asst. Treasure

Asst. Treasurer

Executed in duplicate on the date set forth above

Consignee, Museum of Modern Art

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

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

PICKED UP

ON:

(4) ALS GALLERY FILE

Date:

Order No.:

FROMJohn Torson, 340 East 63rd Street, New York, N.Y. 10021

PL1- 4975

November 21, 1980

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

Not for Sale							C liki	
ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition	
801-163	Jasper JOHNS	THE CRITIC SMILES, hand-colored lithograph 12/40 (13 x 11 1/4) 28 x 21 1/2	\$1800 INSURA	NCE VAL	06 UE	1r	good plexi box	
							,	

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

ALS COPY

THE	ART	LENDING	SERVICE	OF	THE	MUSEUM	OF	MODERN AR	T
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hereby con upon the t providing the article	erms and conditions set forth for the consignment of varion (s) may be sold during the	price of the Museum of Modern Art, 21 V in in the agreement between the parties, he ous works of art, the following described period of the consignment (including the gnee from the purchaser) is as stated bel	article(s), and consignee's\$18	uly 10 hereby a	grees t	hat the	selling price at	which
790 - 601	Henri MATISSE	RECLINING NUDE WITH WRAF AND HEAD STUDY; ink(11 x	\$19,800		nd	esta stan		btass
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						1	1	
	1							

Consigner a Torson

Asst. Treasurer

Executed in duplicate on the date set forth above

Consignee, Museum of Modern Art

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

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

(4) ALS GALLERY FILE

Date

Order No.:

PICKED UP

ON:

FROM: John A. Torson 340 East 63rd Street NyY.C. 10021 (212)PL1-4975

July 10, 1980

\$1800

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

ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition	
790 - 601	Henri MATISSE	RECLINING NUDE WITH WRAP AND HEAD STUDY; ink(11 x 19 18 x 21 3/4	\$19,800	FS0	nd	estat stamp 11	e good;	btas
-								
,								

J. L. a. Tom

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

ALS COPY

THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART

	FORMENT AGREEM Forson 340 East 63	rd Street N.Y.C. 10021		PL 1-49	75		
(Name and A	ddress of Consignor)	. u ou cet N. 1. t. 10021	***************************************	***************************************		***************************************	
upon the te providing for the article(s	rms and conditions set forth or the consignment of varions i) may be sold during the	rvice of the Museum of Modern Art, 21 Wes in the agreement between the parties, hereto us works of art, the following described art period of the consignment (including the con nee from the purchaser) is as stated below:	o, dated icle(s), and isignee's	hereby o	grees t	hat the	
ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
790 -4 表表 599	David HOCKNEY	THE RESTAURANTEUR, etching (16 1/4 x 13 1/4)22 3/4 x	\$1350	\$135	72	1100	good; ash wood

790 -4 克莱 599	David HOCKNEY	THE RESTAURANTEUR, etching (16 1/4 x 13 1/4)22 3/4 x edition: 8/80	\$1350	\$135	72	ur	good; ash wood frame
		A STATE OF THE PARTY OF THE PAR					
		1					
							-

Consigner A. Toson Asst. Tre

Asst. Treasurer

Executed in duplicate on the date set forth above

Consignee, Museum of Modern Art

	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.

PICKED UP

ON:

(4) ALS GALLERY FILE

Order No.:

PL 1-4975

FROMPhn Torson 340 East 63rd Street N.Y.C. 10021

ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
790 -4 72 599	David HOCKNEY	THE RESTAURANTEUR, etching (16 1/4 x 13 1/4)22 3/4 x edition: 8/80	\$1350	\$135	72	ur	good; ash wood frame
		edition: 8/80					
	1						
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	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

ALS COPY

THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART

oon the ter oviding fo e article(s)	ms and conditions set forth in the consignment of various may be sold during the p	rice of the Museum of Modern Art, 21 West in the agreement between the parties, hereto, is works of art, the following described artic eriod of the consignment (including the consider the from the purchaser) is as stated below:	le(s), and	May 10, hereby ag	198 rees t	D hat th	e selling price at wh
ALS No.	Artist	Title - Medium	Price	Rental	Date	Sig.	Condition
790 - 472	David HOCKNEY	THE RESTAURANTEUR, etching 8/80, (16 1/2 x 13 1/4) 21 1/2 x 18 1/2	\$1350	\$135	72	ur	beveled silve frame

Consignee, Museum of Modern Art

Executed in duplicate on the date set forth above

Asst. Treasure

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GALLERY COPY

THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART

Jone Feininger Untitled (figures) watercolor 9 3/8 x 12 1/2 \$4500 SOLD fra Sold To: BEA ASSOCIATEB One Citicorp Center- 58th Floor 153 East 53rd Street New York, New York 10022 * Retail-\$4,500 Wholesale-\$3,500			Date	Rental	Price	Title - Medium	Artist	ALS No.
One Citicorp Center - 58th Floor 153 East 53rd Street New York, New York 10022 * Retail-\$4,500	amed-good			SOLD		(figures) watercolo 12 1/2		790-293
One Citicorp Center - 58th Floor 153 East 53rd Street New York, New York 10022 * Retail-\$4,500								
* Retail-\$4,500				h Floor	r- 58t et	One Citicorp Cente		
* Retail-\$4,500 Wholesale-\$3,500					10022	New York, New York		
					A		* Retail-\$4,500 Wholesale-\$3,500	
		+						

Consignor

Consignee, Museum of Modern Art

Executed in duplicate on the date set forth above

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

ALS COPY

THE ART LENDING SERVICE OF THE MUSEUM OF MODERN ART

or the consignment of various	the agreement between the parties, hereto, works of art, the following described articled of the specimens of finduction the specimens of the	ele(s), and	hereby ag	rees th	nat the	selling price at
	iod of the consignment (including the cons from the purchaser) is as stated below:	Price	see b		Sig.	Condition
Lyonel FEININGER	UNTITLED (figures) watercold 9 3/8 x 12 1/2	or	SOLD		org.	framed-ggod
	SOLD TO: BEA ASSOCIATES One Citicorp Cente	er- 58t	h Floor			
	153 East 53rd Stre New York, New York	10022				
* Retail-\$4,500 Wholesale-\$3,500						
						8
				2		

Consignor

Consignee, Museum of Modern Art

Executed in duplicate on the date set forth above

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

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



ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

ON: 1/28/82

John Torson 340 E. 63rd. St. New York, N.Y.

PL-1-4975

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
790-472	David HOCKNEY	THE RESTAURANTEUR	etching 8/80	\$1350
812-106	Joseph CORNELL	HOW TO MAKE A RAINBOW	screenprin with var- nished stencil	t \$850
			Stencti	
3				

(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.

te Received 1-28-87

(Signed)

John G. Torson

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

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



ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

ON: Oct. 17, '81

TO: Ben Benson 2205 Ridge

Evanston, Illinois 60201

n as per tohnTorson

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
801-260	Ben BENSON	UNTITLED	watercolor collage	\$800
	•			
3				

(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.

te Received 10/17

(Signed)

Ben Benny

Gallen

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

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



ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

ON: 9/1/81

TO:

John Torson

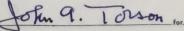
The undersigned acknowledges receipt of the following items heretofore delivered and/or consigned to the Art Lending Service of the Museum of Modern Art:

ALS NO.	ARTIST	TITLE	MEDIUM	VALUE
801 - 209	Henri MATISSE	PETIT NU ASSIS A LA CHEMINEE	lithograph 1/10	\$ 6000
707-	Commonth State	CANSLIA I	I I I I I I I I I I I I I I I I I I I	9430
3				
			-	

(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 10-19-8/



	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

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



ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

ON: 7/31/81

TO: John A. Torson 340 E. 63rd. St. NYC 10021

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
789 - 094	Ellsworth KELLY	MELON LEAF	lithograph 22/75	\$650
789- 484	Ellsworth KELLY	CAMELLIA I	lithograph 22/75	\$600
9				

(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 1-31-81

___(Signed).

Joh q. Torson

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

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



ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

ON: 1/24/80 3/8/81

John Torson 340 East 63rd Street New York, N.Y. 10021

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
801-163	Jasper JOHNS	THE CRITIC SMILES	Hand colore lithograph	d (INSURANCE \$1800
)				

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.

3-8-81

Date Received

__(Signed)_

John a Torson for

Gallery

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

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

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



ALS GALLERY FILE

DELIVERED THI	FOI	LOWI	NG	ITEMS
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ON:__

TO: John A. Torson 340 East 63rd Street NYC 10021

PL1-4975
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
790- 601	Henri MATISSE	RECLINING NUDE WITH WRAP AND HEAD STUDY	înk	\$19,800
3				
			,	

(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 10-8-80

John a. Torson for

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

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



ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS
ON: 10/17/80

TO:

John Torson

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
789-373	Jasper JOHNS	THE CRITIC SMILES	1itho. 12/40	\$1800
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(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 - 17 -80

_(Signed)____

John 9. Torson, for

Gallery

F 697 -1

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

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



ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

ON: June 16, 1980

Picked up by: John Torson

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
790 - 472	David HOCKNEY	THE RESTAURANTEUR	etching 8/80	\$1350.00
		HOP OF SHIPE PLEASES	depostati	\$2,600
)				-

(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

6-16-80

__(Signed).

Joh 9 Torson

	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.



ALS GALLERY FILE

DELIVERED THE FOLLOWING ITEMS

ON: April 8, 1980

TO: John A. Torson 340 East 63rd. St. New York, N.Y. 10021

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
789-355	Henri MATISSE	TETE DE FEMME AU CHAPEAU A FLEURS, LES YEUX NOIRS	drypoint, 7/15	\$2,500
789-356	Henri MATISSE	HEAD OF IRENE VIGNIER	drypoint	\$2,500
			*	

(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 4-2

1-80

___(Signed)_

John G. Torson

	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.

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	II.

ALS GALLERY FILE

		FOLLOWING	ITEMAS
DELIVERED	THE	FOLLOWING	IIEWS

ON:

TO:

PL1-4975

John Torson 340 East 63rd Street

New York, N.Y.

PL1-

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
789-095	Ellsworth KELLY	CAMELLIA I	lithograph 22/75	\$600
		terast.m.m.m	The Capper 100	705 ago
	The Parallel	Services Acces		
	Ange yes y	II os em der exeme	E STRICE for	
		ter took alter Server		
	The same A. Con-			

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

MOUTA DE 4.

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_

The Museum of Modern Art Archives, NY

Collection: Series.Folder:

ALS / AAS

T. 47 1

The Museum of Modern Art

11 West 53 Street, New York, N.Y. 10019 Tel. 956-6100 Cable: Modernart

Mr. John Torson 340 East 63rd Street New York, N.Y. 10021

November 30, 1981

Dear John:

This is to inform you of the sale of the Gunnar NORRMAN aquatint BALCONLY 11/25 (ALS #801-261)

to Jane G. Eskind 6000 Dunham Springs Road Nashville, Tenn. 37205

Please send a bill to the ART LENDING SERVICE for \$ 389.70 , which represents the purchase price of \$ 450.00 , less the 20% Art Lending Service handling charge, plusx 8% New York City Sales tax.

8.25%

The description of the lending Service

Thank you for your interest in the Lending Service.

Sincerely,

Theodore A. Bonin Assistant Art Lending Service

TB/bt

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

John Torson 340 East 63rd Street New York, N.Y. 10021

September 15, 1981

Dear John:

the Joseph Cornell screenprint HOW TO MAKE A RAINBOW 19/125 (ALS #801-432)

John Kois 300 E. 56th Street New York, N.Y.

734.40 850.00

20%

Theodore A. Bonin Assistant Art Lending Service

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

Mr. John Torson 340 East 63rd Street New York, N.Y. 10021

August 31, 1981

Dear John:

the David HOCKNEY lithograph,

THE COMMISIONER, 36/50, 1979 (ALS #801-258)

Frances Denney
Attention: Mrs. Gary Beller
437 Madison Avenue
New York, N.Y. 10021

950.40

20%

Theodore A. Bonin Assistant Art Lending Service

TB/bt

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	I.471

John Torson 340 East 63rd Street New York, N.Y. 10021

June 3, 1981

Dear John:

screenprint UNTITLED (HOW TO MAKE A RAINBOW) 104/125 (ALS # 801-201)
Mr. Jeffrey Weiss
111 Eigth Avenue New York, N.Y. 10011

676.00 And respect the purchase price of 845.88 as the 20% are Lending Service handling

NO TAX - - EXEMPT # 11-249-7855 Thank you for your interest in the Lending Service.

Sandra Lang Administrator Art Lending Service

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	ALS / AAS	T.471

The Museum of Modern Art

11 West 53 Street, New York, N.Y. 10019 Tel. 956-6100 Cable: Modernart

John Torson 340 East 63rd. St. New York, N.Y. 10021

April 30, 1981

This is to inform you of the sale of Henri MATISSE: SAINT DOMINIQUE, lithograph 34/100 (ALS # 801-210)

to Lucretia Lee Scott of 10 East End Ave. New York, N.Y. 10021

Please send a bill to the ART LENDING SERVICE for \$2160.00 , which represents the purchase price of \$2500.00 , less the 20% Art Lending Service handling charge, plus 8% New York City Sales tax.

Thank you for your interest in the Lending Service.

Sincerely,

Sandra Lang Art Lending Service