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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Siegelaub	I.A.99

28 NOV 71

Dear Mr. Siegelaub,

I read with interest in the December issue of "American Artist" the short, but informative article on "The Artist's Reserved Rights Transfer and Sale Agreement".

Could you please send me a copy of the contract, so that I might share it with other artists in this area.

I think it's one of the most fantastic things to come around for the artist's cause in years.

I'm enclosing a stamped, self-addressed envelope for your use.

Thanks way ahead of time for your help!

Sincerely

Ron Garcia

4 Dec 71
Sent K-pack

702 Sugarhill, San Antonio, Texas
78230

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AR

EDGAR D. REAL / DESIGN
110 NORTH MADISON AVENUE, MARGATE CITY, NEW JERSEY 08402
PHONE: (609) 822-9358

To
SETH SEGELAUB
BOX 260

Date 11/29/71

MRS. ALFRED SCHUTZ • 25 WEST 81ST STREET • NEW YORK, NEW YORK 10024

November 29, 1971.

Dear Mr. Siegelaub,
In the December issue of "American Artist" I read about your form: "The Artist's Reserved Rights - Transfer and Sale Agreement." Please send me Bindley a copy of the contract. Enclose an envelope with my address.
With many thanks
yours very sincerely
Alice Schutz

3 Dec 71-
Sent K-poster

RIGHTS
NT.

Sent K-poster

Edgar D. Real
Edgar D. Real

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AR

EDGAR D. REAL / DESIGN

110 NORTH MADISON AVENUE, MARGATE CITY, NEW JERSEY 08402

PHONE: (609) 822-9358

To

SETH SEGELAUB

BOX 350

NEW YORK N.Y. 10013

Date 11/29/71

Re:

Gentlemen:

We would appreciate the following material:

- ☐ Complete catalog
- ☐ Latest literature
- ☐ Samples
- ☐ Prices
- ☐

We need this material ☐ for immediate use . . . PLEASE RUSH

☐ soon

☐ for reference file

Please: ☐ send future releases

☐ send representative immediately

☐ send representative when in this area

Remarks:

A COPY OF "ARTIST'S RESERVED RIGHTS TRANSFER AND SALES AGREEMENT."

Thank you,

E. D. Real

Edgar D. Real

Dec 71 -
Sent Xpostr

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THE ART SCHOOL

18 NORTH PARK ROW
ERIE, PENNA. · 16501
TELEPHONE 528-2325

November 26, 1971

Mr. Seith Siegelaub
Box 350
New York, N. Y. 10013

Dear Mr. Siegelaub:

Please send me a copy of "The Artist's Reserved Rights Transfer and Sale Agreement" as described in the December issue of American Artist magazine.

You are doing the artist an invaluable service by this generous offer.

Sincerely yours,

Andrew Sanders

Andrew Sanders
Director

AS:ema

30 Nov 71
Sent K poster

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AR

TULANE UNIVERSITY

Nov. 23rd '71

Dear Mr. Siegelaub,

According to a notice in American Artist Magazine, [illegible] "Artist's rights and Sale Agreement" developed b[illegible] Would you [illegible] the addres[illegible]

Nov - '71

AR

Dear Sir,

I would appreciate having your free copy of Artist's Rights form.

Rita T. Spencer
Redwood Studio
Pocono Summit, Pa. 18346

30Nov71
Sent K-poter

Tha[illegible]

Dan Van Benthuysen

30Nov71
Sent K-poter

NSAN"
e Great West
H, KANSAS.

12-'71

-7

from

- B. Rogers

es B. Rogers
s House
am - Gallery
orth, Kansas 67439

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	Siegelaub	I.A.99

AR

TULANE UNIVERSITY

Nov. 23rd '71

Dear Mr. Siegelaub,

According to a notice in American Artist Magazine, developed [illegible] Would you [illegible] the addres[illegible]

Th[illegible]

Dan Van Benthuysen

30 Nov 71

Sent K-peter

:NSAN"
e Great West
H, KANSAS.

12-'71

-7

from

-B. Rogers

PM
24 NOV
1971

THOMAS JEFFERSON
UNITED STATES
5¢
U.S. POSTAGE

Seth Siegelaub
Box 350
New York, N.Y. 10013

es B. Rogers
s House
um - Gallery
orth, Kansas 67439

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	Siegelaub	I.A.99

AR

TULANE UNIVERSITY

Nov. 23rd '71

Dear Mr. Siegelaub,

According to a notice in American Artist Magazine, an "Artist's rights and Sale Agreement" developed by you is available free on request. Would you please send a copy of this document to the address below:

Box 1384, Tulane U.
New Orleans, La. 70118

Thank you very much

sincerely

Dan Van Benthuysen

30Nov71
Sent K-poster

...NSAN"
...e Great West
...H, KANSAS.

...22-'71

...opy of
...ou
...e from
...ts?

...B. Rogers

...s B. Rogers
...s House
...m - Gallery
...rth, Kansas 67439

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	Siegelaub	I.A.99

LISA BLACK

17 BRUSHY HILL ROAD, DARIEN, CONNECTICUT 06820

Dear Mrs. Siegelaub,
Please send copy of
Contract mentioned in
Decenber American Artist to
above address Thank you
Lisa Black

30 Nov 71 - Sent K-post

KANSAN"
The Great West
RTH, KANSAS.

V. 22-'71

mentioned in American
Artist Magazine.
Thank you for sending
this
Very truly yours
Janet Lawler
(Mrs Jos. L.)

30 Nov 71 -
Sent K-post

copy of
you
ce from
rts?

Charles B. Rogers

Charles B. Rogers
Rogers House
Museum - Gallery
Ellsworth, Kansas 67439

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Private Mailing Card

Mr. Seth Siegelaub
Box 350
New York
N.Y.
10013

KANSAN"
The Great West
RTH, KANSAS.

V. 22-'71

Artist Magazine
thank you for sending
this

Very truly yours
James W. Conner
(Mrs JOS. L.)

copy of
you
ce from
rts?

30 Nov 71 -
Sent K-post

Charles B. Rogers

Charles B. Rogers
Rogers House
Museum - Gallery
Ellsworth, Kansas 67439

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MRS JOSEPH L. CONNEEN
THE LITTLE FARM WORKSHOP
R.D.1, BATH, PENNA., 18014 ~ (215) 759-5326

AC

Nov. 24. 1971

Dear Mr Siegelaub:
this is to ask for a copy of your contract mentioned in American Artist Magazine.
thank you for sending this

Very truly yours
Janet W Conneen
(Mrs Jos. L.)

30 Nov 71 -
Sent K-poste

KANSAN"
The Great West
RTH, KANSAS.

V. 22-'71

copy of
you
ce from
rts?

Charles B. Rogers

Charles B. Rogers
Rogers House
Museum - Gallery
Ellsworth, Kansas 67439

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Charles B. Rogers

"THE KANSAN"
Painter Of The Great West
ELLSWORTH, KANSAS.

Nov. 22-'71

Seth Siegelaub
new York City

Dear Mr. Siegelaub:

may I examine a copy of the contract which you drew up with assistance from the school of visual arts?

Thanking you

30 Nov 71
Sit K-ports

Charles B. Rogers

Charles B. Rogers
Rogers House
Museum - Gallery
Ellsworth, Kansas 67439

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November 24, 1971

Mr. Seth Siegelaub

Box 350

New York NY 10013

Rogers Painting Memorial to Don Brilton

and I thank you.

John Magnus

509 Water St.

Lake Genera, Wis.

53147

30 Nov 71 –

Sent k-post

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November 24, 1971

The Rogers House

Museum-Gallery

ELLSWORTH, KANS.

Artist, Charles B. Rogers, known widely as "the Kansan," is shown painting a Smoky Valley landscape memorial to Don Britton, former President of the Citizen's State Bank, Ellsworth, Kansas.

Rogers has established a unique Museum-Gallery in historic Ellsworth. In a native sandstone building which knew Wild Bill Hickok as Marshall, and housed Texas cattlemen from the Chisholm Trail, Rogers has placed 300 works of art on view to the public. "Christmas Round the World" is a fantastic part of that display. Rogers himself is known as painter of "The Great West."

This artist has exhibited internationally. Robert Vrinat, Paris critic, wrote in Figaro, "Charles B. Rogers has become undoubted master of his creation," Justino Fernandez, Mexico critic-historian stated, "He knows how to express himself with greatness."

Works by Mr. Rogers are in the Pennsylvania Museum, Boston Public Library, Metropolitan Museum, United States National Museum (Smithsonian Institution), Instituto Mexico Norteamericano de Relaciones Culturales, and elsewhere. He has been awarded numerous prizes and honors in art.

The Rogers House Museum-Gallery is a treasure house of beautiful art works. Across the street (on highway 14) stands the Historic Society display and pioneer livery stable. Together, these exhibits are a memorable experience to all who visit Ellsworth, Kansas.

Sent K-post

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	Siegelaub	I.A.99

AE

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Mr.

Box 3

New

Dear

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John

509

Lake

30 Nov 71 –

Sent K-P

Singing to the Moon—Sumi by Rogers

Archway of Trees—Oil by Rogers

Day Before March—Sumi by Rogers

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artists

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November 24, 1971

Mr. Seth Siegelaub
Box 350
New York, N.Y. 10013

Dear Mr. Seth:

I would appreciate it very much if you would send me a copy of "The Artists Reserved Rights Transfer an Sale Agreement". You are to be commended for the fine service you are performing for the Arts and artists in general — and I thank you.

John Magnus
509 Water St.
Lake Genera, Wis.
53147

30 Nov 71 —
Sent k-pste

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P. O. Box 33-743
Miami, Florida 33133
November 24, 1971

Mr. Seth Siegelaub
Box 350
New York, New York 10013

Dear Mr. Siegelaub:

The December issue of American Artist states that you have developed a contract, "The Artist's Reserved Rights Transfer and Sales Agreement".

Enclosed is a self-addressed stamped envelope. I would be most grateful for a copy of this agreement. My understanding of the article is that there is no charge for a copy of this agreement.

Thank you for your help with this problem for all artists.

Very truly yours,

Bruce Roberts

Bruce Elliott Roberts

30 Nov 71
Sent K-post

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Tom Leeson
3107 Third Street #6
Santa Monica
California 90405

Seth Siegelaub
P.O. 350
New York
New York 10013

Dear Sir:

I am most interested in obtaining a copy of your purchasing contract for art work. I am under the impression that this document is available to me upon request and at no monetary expenditure. If this is true, please mail a copy of the contract to:

Tom Leeson
3107 Third Street #6
Santa Monica
California 90405

Thank you for your consideration.

Sincerely,

Tom Leeson

Enclosed: Stamped return envelope

C O P Y

18 March - Mailed K-posta

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13, October, 1971
#203
1831 Clinton Avenue S.
Minneapolis, Minnesota
55404

Mr. Seth Siegelaub
138 Prince Street
New York, New York.

Mr. Siegelaub:

Through recent reading and speaking with Germano Celant I heard about a form of contractual agreement you are(did) develop to be used between artists and collectors. Could you please send me any information on this form and/or a copy of it?

Thank you,

Stewart W. Doty

15 Nov 71 - sent K. poster

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AR

130 E. 96th ~~Street~~ #5W
New York, N.Y. 10027
Phone 722-7068
October 18, 1971

West 57 Street
York, NY 10019

Mr. Seth Siegelaub;

I heard your interview about the Artists Reserve Rights + Transfer contract broadcast over WBAI today.

Would you tell me how I could get a copy of this contract. I would be especially interested in knowing how this contract could be applied to the manufacture and sale of one of a kind, limited, and unlimited productions of a kinetic ~~sculpture~~ light sculpture system I am designing.

Thanks for your help.

Sincerely
Bruce D. Heilman

71

or sale of

ours,

einer

15 Nov. 71 - Sent K poster

RMW:pdg

15 Nov 71 - Sent K poster

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	Siegelaub	I.A.99

RICHARD M. WEINER
ATTORNEY AT LAW
~~574 FIFTH AVENUE~~
~~NEW YORK, N.Y. 10036~~
250 West 57 Street
New York, NY 10019
212 867-4918

October 5, 1971

P.O. Box 350
New York, NY 10013

Gentlemen:

Please send me a few copies of your agreement for sale of a work of art.

Thank you.

Very truly yours,

Richard M. Weiner

RMW:pdg

15 Nov 71 - sent K poster

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ALFRED M. MILLER
LELAND C. SPIEGELMAN

MILLER & SPIEGELMAN
ATTORNEYS AT LAW
SUITE 1430, ALCOA BUILDING
ONE MARITIME PLAZA
SAN FRANCISCO 94111
(415) 421-7956

September 15, 1971

Robert Projansky, Esq.
One Liberty Street
New York, New York 10005

Dear Mr. Projansky:

You were most kind to respond to my recent letter regarding the form of Artist's Agreement. I have not had any actual experiences with the contract other than to discuss the form in general with some artists in the San Francisco Bay area. As if and when there is any use made and comment on the Agreement I shall be pleased to let you know.

Sincerely yours,

Alfred M. Miller

ALFRED M. MILLER

AMM:et

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SCOTT HYDE
PHOTOGRAPHER
215 EAST 4 STREET
NEW YORK 9
NEW YORK

3 Aug 71 - Sent poste

July

Aug 71

Seth

Sent Contact to

Dear

Ica Lowe
2700 Que ST. NW
Wash. D.C. 20007

I s

of your

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tract for

artists

h magazine

Art &

sounds

Like a valid idea & I would be interested in hearing more about it.

some of the rights you are trying to obtain for artists have already been achieved

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SCOTT HYDE
PHOTOGRAPHER
215 EAST 4 STREET
NEW YORK 9
NEW YORK

3 Aug 71 - Sent post

July 27 71

Seth Siegelaub

Dear Seth,

I saw a mention of your efforts toward a contract for artists in the British magazine Art & Artists. It sounds like a valid idea & I would be interested in hearing more about it.

Some of the rights you are trying to obtain for artists have already been achieved

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in court cases by photographers.
There is a book, "Photography
and the Law" which outlines
the whole rights scene. may
be available at Laurel Book Center
or thru the Distributor: Amphoto.
or I have a copy.

I have had several museums
use my pics. ~~from~~ their collections
without asking me. There are so
few collectors of photography that
one cant afford to alienate the
few museums by hollering too loud.
but with a standard contract like
yours one wouldn't have to.

Later,

S.H.

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Dear Seth,

I saw a copy of the contract at the library, and am going to have a show in August. Please send me at least one copy of the ~~poster~~ poster, or several if you will.

thanks,

Mark Blosser

860 Lombard st.

S.F. Ca. 94133

27July71 - sent posters -

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New York State Council on the Arts

July 21, 1971

Mr. Seth Siegelaub
138 Prince Street
New York, New York 10012

Dear Sir:

Could you please send me a few copies of the 'Artist's Contract', which you initiated.

Thank you.

Yours truly,
Ruth E. Carsch
Ruth E. Carsch,
Information Center

Sent 4 posters - 22 July 71

Nelson A. Rockefeller *Governor*
Seymour H. Knox *Chairman*
Henry Allen Moe *Vice-Chairman*
Max L. Arons
John B. Hightower
Thomas P. F. Hoving
William R. Hudgins
Louis Clark Jones
Mrs. David Levene
Arthur Levitt, Jr.
Alwin Nikolais
Fredrick W. Richmond
Mrs. Richard Rodgers
Andrew D. Wolfe

New York City office: 250 West 57th Street, New York, N.Y. 10019 (212) JU 6-2040

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The Merrill Anderson Company, Inc. ADVERTISING
100 Park Ave
~~142 EAST 39th STREET~~, NEW YORK, N. Y. 10016
212-685-3044

July 28, 1971

Robert Projansky, Esq.
One Liberty Street
New York, New York

Dear Mr. Projansky:

We publish a syndicated monthly bulletin on trusts, wills and taxes for distribution by some 200 banks around the country under their own mastheads. In the July issue, enclosed, we presented a brief write-up of the "Artist's Reserved Rights Transfer and Sale Agreement," which I understand you had a hand in developing.

16 Aug 71
Sent
12 copies

Through our client banks we are receiving requests from readers for further information. I have already suggested that one such reader, who gets out an artist's newsletter, contact you. To aid me in responding to other requests, could you send me a dozen or so copies of the proposed agreement? May I suggest that those desiring further information write to you?

I'd also be interested to know if you have heard of any major artists putting the agreement into use.

Sincerely,

James L. Macdonald

James L. Macdonald
Vice President

JLM:hc
Enclosure

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The Merrill Anderson Company, Inc. ADVERTISING

142 EAST 39th STREET, NEW YORK, N. Y. 10016
212-685-3044

July 28, 1971

Robert Projansky, Esq.
One Liberty Street
New York, New York

Dear Mr. Projansky:

We publish a syndicated monthly bulletin on trusts, wills and taxes for distribution by some 200 banks around the country under their own mastheads. In the July issue, enclosed, we presented a brief write-up of the "Artist's Reserved Rights Transfer and Sale Agreement," which I understand you had a hand in developing.

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I'd also be interested to know if you have heard of any major artists putting the agreement into use.

Sincerely,

James L. Macdonald

James L. Macdonald
Vice President

JLM:hc
Enclosure

I have heard that a number of major artists are now using it. Aside from Carl Andre - who sold out a show at Dwan using it - I can't give

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you any names (simply because I am not authorized to publish any such endorsement of the contract form).

Thanks for your letter and your interest

Jack Pierson

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Ariane Gallery

65 HAWTHORNE AVENUE
LOS ALTOS, CALIFORNIA 94022

TELEPHONE 948-3791

PETER G. ARNOVICK
DIRECTOR

16 June 1971

June 15, 1971

Mr. Seth Siegelaub
School of Visual Arts
P. O. Box 350
New York, New York 10013

Dear Mr. Siegelaub:

Could you please send us another copy of "The Artist's Reserved Rights Transfer and Sale Agreement".

We received one in the mail but it seems to have gotten lost.

Thank you.

Sincerely yours,

Fern Mapou

Sent post. 22 June 71

an, I am writing
t for Transfer of

, stamped envelope,
ne this agreement

y yours,

. Arnovick

Arnovick

from the desk of FERN S. MAPOU

PHOTO RESEARCHERS, INC., 19 EAST 53rd STREET, NEW YORK, N.Y. 10022
PLaza 3-4918-19

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Ariane Gallery

65 HAWTHORNE AVENUE
LOS ALTOS, CALIFORNIA 94022

TELEPHONE 948-3791

PETER G. ARNOVICK
DIRECTOR

16 June 1971

Mr. Seth Siegelaub
P.O. Box 350
New York, New York 10013

Dear Mr. Siegelaub:

At the suggestion of Calvin Goodman, I am writing to request a copy of the "Agreement for Transfer of Works of Art."

I have enclosed a self-addressed, stamped envelope, and would appreciate your sending me this agreement at your soonest convenience.

Very truly yours,

Peter G. Arnovick

Peter G. Arnovick

PGA/jc

[illegible] 1971 - Mailed to party.

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SQUADRON, GARTENBERG, ELLENOFF & PLESENT

551 FIFTH AVENUE

NEW YORK, N.Y. 10017

(212) 661-6500

HOWARD M. SQUADRON
IRVING L. GARTENBERG
THEODORE ELLENOFF
STANLEY PLESENT
STANLEY I. LEHRER
ALLEN A. STEIN
LAWRENCE H. ROGOVIN
ARTHUR M. SISKIND
HOWARD B. SOHN
HARVEY HOROWITZ
NEAL M. GOLDMAN
VICTOR J. RUBINO
SANDRA E. LANDAU

June 4, 1971

Robert Projansky, Esq.
1 Liberty Street
New York, N.Y.

Dear Bob:

Just a note to compliment you on the Artists' Reserved Rights Transfer and Sale Agreement. The preparation of such an agreement was long overdue and I am pleased that someone finally took the initiative.

Sincerely,

Howard

Howard M. Squadron

HMS:dlz
cc Allon Schoener

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	Siegelaub	I.A.99

Please send me a copy of the Artist's Reserved Rights Transfer and Sale agreement.

I was given a copy to read and found it an amazing document indeed. One that is certainly long over due.

Having gone through the gallery "ringer" and gotten badly rung out I think the agreement sounds like a splendid step in the right direction.

Sincerely,

B.C. McDowell

Barrie C. McDowell

Lower County Road
Star Route, Bolinas
California

4 June 71 - sent poster

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3114 Volk Ave.
Long Beach, Calif 90808
May 14, 1971

Seth Siegelaub,
P.O. Box 350
New York, New York 10013

Dear Mr. Siegelaub,

Heard your talk on KPFK regarding the new artists' contract and am eager to secure a copy. Would you please send me one?

Am enclosing a self-addressed envelope.

Cordially,
H. Collins

I am a professional painter + graphic artist.

19 May 71
Sent poster

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5 May 1971 IBM 71-Sent "thank you" postcard

Seth Siegelaub
P. O. Box 350
New York 10013 USA

Dear Mr. Siegelaub:

The School of Visual Arts sent me 12 copies of the Rights document, after I read about it in Newsweek and wrote them. Thanks to you all!

As mentioned in the printing I would like "further information".

Commercial Illustration
Dorothy M. Swain
3015 S. E. 59th Ave.
Portland 6, Oregon
PR 5-2131

Since I'm a 3rd generation artist in my family and my two children show talent, I can't escape the deep concerns of all artists nor the strange indignities connected with selling art to a nearly, totally unaware public. My Commercial Art supports my Fine Arts costs and I think I'm fortunate to be able to function in this manner. Many of my artist friends have not been so fortunate as to be able to earn a living in related areas to the Fine Arts fields.

Oregon may seem a half a world away from New York but it is the most beautiful place on earth to live and has everything except a strong art oriented society. I'll never be able to come to New York to live and enjoy the close association of mingling in the Art Center of the U.S., for all the ties that bind families together are here. If you think men have a tough time in the field of art you ought to hear how the women feel about the same pains!!

My primary reason for writing for copies of the document was in relation to the kind of work I do in the Commercial side of art, Trademarking, labels and illustrative work for limited editions and copyrighted publications. I've used the "Reserved Rights" statement along with "Secondary Use Rights" on all my Order blanks for over 6 years but all too few people understand what this means and I have wasted entirely too much time on "little " sales explaining the theory and selling the customer on the idea...but once I've made my pitch I've never had one turn me down.

So, you see, you are RIGHT! If the artist wants to use the theory and make it a binding agreement they can learn to do so diplomatically and educate the customer at the same time. When that same customer comes back again for more work I know I didn't kill the sales possibility by stressing what the Rights are in theory.

I've enclosed some information from here I thought you might be interested in seeing if you have time to read it, that is. Bet you are busy as a can be defending your theory, by mail as well as in person.

We have the worst and best of business opportunities here. Dealer-agent fees run from 10% through 70%...we have a strong museum in the major metropolitan area of Portland, (largest city) and a blooming growth of smaller museums and galleries all over the state. There are Clubs, Leagues and Groups in every town and hamlet, from the coast to the high mountain and desert areas. But to date they function almost independently.

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About Schools, colleges, etc.,..We have Art departments in the State Colleges and Universities, and believe it or not one school of Commercial Art (Advertising Art School). The Junior or Community Colleges are opening up Art Studies courses right and left. Oregon has around 15 2-year colleges of this sort (compared to state of Washington with 3) but I find that they are heavy on the mechanical-graphic side and weak on the arts from the Fine Arts standpoint. I'm more familiar with work done at U. of Oregon and Portland State U. than with other major universities and colleges.

The State elected to have an Arts Commission, rather patterned after the Federal one, but they have practically no money to function in the major areas represented by interest: Theatre, Music, Dance, Fine Arts. We still have to admit to being rather "provincial" as one of my instructors says. (Shortsighted, I think.)

I distributed the 12 copies of the Rights document to the places where I thought it would stir up the most interest:

The state Arts Commission —— Portland Art Assoc.(Museum) Rental Sales Gallery
Portland State U.,Arts Dept.—Advertising Art School
Eugene members of Emeral Empire Art League —— Local High School Art Teacher
6 Professional artists (3 on Commercial side and 3 on Fine Arts side)

Also sent short articles to 2 local newspapers... one,a feature type(which they promptly rejected for it seemed too difficult a subject to bring up in their format) and the other to Beth Fagan who reports solidly on Art from a news standpoint. Not a word on that one yet. I've enclosed her article which mentioned your "document".

First, I called (all 12) these people on the phone and asked if they had heard of the document and all said "No." When I asked if they would like a copy to read they all said "YES," and seemed quite eager. But the silence since then has been unanimous!

I was most curious about the Museum Rental Sales Gallery comment. "Its too involved for me to give an opinion, and since I'm leaving office this week I've turned it over to the Museum directors for their discussion...they make the policy for the Gallery".

Two others I called back again were "too busy to take time to read it", and "All that legal gobldy-gook throws me." Frankly, anyone who has ever made out an income tax long-form, and didn't have their records called up for inspection, ought to be able to read this and understand it. Your premise seems a little long at first reading but thank goodness it represents Positive thinking rather than the negative views.

I've had my commercial stuff lifted for reprints in Canada without permission out of a Reserved-Copyrighted publication, had Fine Arts stuff sold a second time for a fantastic resale price, and got nothing from it. Have sold beautiful paintings and had them sawed up to fit second-hand frames, used for dart boards, and "thrown out" because they got dirty and the owner didn't know one can clean oil paintings! And I've had stuff rejected from local shows because it looks too professional (?) compared to the other material submitted, which came from other professionals. Once I had a painting stolen from a show...which I considered some sort of compliment since it was small and the price wasn't high. Then there are those creeps who arch their eyebrows and leer when I say I'm an artist. I don't use "Mrs." in my signature and automatically they assume I'm not married and live a "swinging life". (Ugh!) I've learned a lot in 24 years of working as a professional...enough to know whom to thank when fellow art lovers perform a service for all artists as you have done. You have reinforced my thinking. Sincerely,

Dorothy McSwain

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THE OREGONIAN, FRIDAY, FEBRUARY 19, 1971 3M

Oregon Educators Claim Art, Artists Get Short Shrift In Schools

SALEM (Special) — Art and artists are being slighted in America and its schools, two leading Oregon educators and a nationally known art figure said Thursday.

"We have missed the boat in the field of art education in our schools," Oregon State University President Dr. Robert MacVicar told 300 delegates to the Governor's Review of the Arts.

"Education is spending millions of dollars in Oregon on behalf of the arts," he added. "I think much of it is being wasted."

Dr. MacVicar urged a program to make students more aware of art, which he said "the dull dreary drabness of most schools" has failed to do. He said schools must "provide participation in the arts for students — both as audience and creators."

Another college president, Dr. James Sours of Southern Oregon College, Ashland, said the arts are regarded as "the stepchildren of education.

"The arts must not continue to be regarded this way," he said, "occupying always the last of the so-called 'temporary' buildings on campus.

Disaster Courted

"Here in Oregon we court disaster by treating the arts like frills," Dr. Sours said. "By dropping them from the curriculum when budgets get tight.

"To be sure," he said, "we have our share of theaters and museums, but these hardly rival the mighty magnificence of our athletic stadiums."

Dr. Sours called for "a state-supported program of the arts. The state should take art into remote, less populous areas of Oregon," he said.

However, he added, "Before we can expect such a fiscal commitment we must all make a psychological commitment to the arts."

Keynote speaker at a luncheon Wednesday was Michael Straight, deputy chairman of the National Endowment for the Arts, Washington, D.C.

Straight told delegates, "We are living in a limited society in which art is contained within museum walls . . . and outside

MICHAEL STRAIGHT

are the squalor and rottenness of city life.

"The whole educational system of the United States is predicated on a premise of preparedness for life in this country," he said. "There is no time for beauty.

"A student can go from kindergarten through college without ever having asked or been asked, 'What is beautiful?' 'What is ugly?' or 'What makes the beautiful beautiful?' and 'What makes the ugly ugly?' "

"The artist feels himself to be an outsider," Straight said. "He fails to reach the majority of the people and deepen their understanding of themselves, their understanding of the nature of human life.

"Having failed in their art to achieve this," he said, "they resort to what amount to clichés, in which we need no deeper insights.

"In this country we must overcome the heritage that artists have little to give," Straight said, "and that they are nothing more than a ripple on the exterior of life. This is not true and cannot be accepted."

Gov. Tom McCall, who called the conference "to explore the position and direction of cultural activities in the state," greeted delegates Thursday morning by stating, "Much of Oregon's beauty — much of the strength in our campaign to regain and maintain the quality of this state's livability — has come from the strong voices and talents of Oregon artists."

McCall said the Oregon Arts Commission has a general fund of $55,000 in the next biennium, adding, "It appears that during the same period federal funds of $100,000 in the first year and $125,000 in the second year, totaling $225,000, will also be available to us."

He referred to Oregon's share of $60 million requested by President Nixon for the National Endowment for the Arts and Humanities for the fiscal year beginning July 1, 1971. The proposal awaits congressional approval.

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Visiting Art Critic Discusses Plight Of Artist In American Life

BARBARA ROSE

By BETH FAGAN
of The Oregonian staff

Art critic Barbara Rose didn't pussyfoot around in her recent Portland talk on the powerlessness of artists in today's society.

She deplored discriminatory attitudes and actions against the artist profession; advocated artists organizing and lobbying to seek a "foothold of power" with institutions and government; and cited what action artists elsewhere are taking to improve their economic plight and push for a voice in art of their communities.

In lively dialogue with a capacity crowd of students, artists, teachers and collectors following her talk in the Fountain Gallery, she also cut loose with barbed comments on a spectrum of related art problems ranging from art education in elementary schools to status-seeking and speculative reasons for art collecting.

Internationally-known for prolific writing on work of artists regularly published by art magazines, and as an author of books, Miss Rose didn't dredge up any problems that were unfamiliar to most of her audience.

Nor was she casting herself in the role of rabble-rouser. She simply "told it like it is" and spurred discussion of same in the view of some old-timers on the art scene.

Most artists share common problems, Miss Rose said: lack of money, poor working space, and widespread lack of public appreciation and understanding.

Part of all problems, she seems convinced, is the phony stereotype of the artist as an irresponsible, unpredictable "fringe" element, a stereotype she thinks it is high time public and politicians bury.

Lack of respect by the American public is entrenched, she indicated, in contrast to attitudes towards them in other countries, and is associated with this country's materialistic culture, with its educational emphasis on conformity and competition.

She said both Michael Straight, in his advocacy of lobbying, and New York artist Donald Judd, advocate of a strong national artists' organization, have provided answers to some of the problems.

Developments Cited

Straight, deputy chairman of National Endowment for the Arts, helped found Partnership for the Arts, a national lobbying organization seeking full funding from Congress for the Endowment. "It's a simple economic question," she said, "of putting pressure on those who hold the pursestrings."

Miss Rose also called Judd's conduct exemplary in calling for a national artists' organization and seeking protective legislation such as pending copyright legislation for works of art.

Interesting things have come out of artists organizing and putting pressure on government and museums, she emphasized. "Something does give way."

In New York, she said Art Workers Coalition succeeded in securing a "free day" at Museum of Modern Art, where she said high entrance fees had barred many from access to the city's best examples of contemporary art.

She also cited other efforts and results of artist pressure in New York:

— Development of Whitney Museum's highly successful art resource program in connection with ghetto children.

— Soho legislation, which makes it legal for artists to live in their lofts.

— Pressure on the city's park department for artist involvement in public art of the city. "The city is finally thinking about letting artists instead of rich amateurs have something to say about it.

"In the next five years, I wouldn't be surprised to even see an artist on the board of a New York museum," she said, referring to lack of them on both museum and municipal planning boards.

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Continuation of article by Beth Fagan May 2, 71

In New York, she said lawyers now also are investigating ways artists are taken advantage of in speculative collecting. "A contract now exists, which the artist can try and get a collector to sign, requiring that 15 per cent of any re-sale goes to the artist."

New York developments providing hope for the future also include Westbeth and neighborhood developments, said Miss Rose.

She described Westbeth as subsidized housing for composers, artists, poets, critics and other people in the arts, created through renovation of an old structure, and "an experimental thing that should happen in every city."

Neighborhood experiments include mural painting competitions, she said, adding that neighborhoods in Harlem are becoming well-organized, with good galleries.

Miss Rose also said she thinks it important for some of the "extremely valuable" programs instituted during the 1930s for WPA to be reactivated "to get work out all over the country."

To also help solve the financial plight of young artists, she favors legislation which would tax every auction and re-sale, with funds going for support of young artists.

And she told of a New York gallery owner who "siphons off" money from rich Texas oilmen by selling them "dreadful" porcelain birds, then using the income for support of "real" artists.

Claiming little knowledge of Los Angeles activities, she said she did know of the Los Angeles Fine Arts Squad, a group of young volunteer artists who have secured permits for things like street works and wall paintings.

In reply to a question about College Art Association as a possible focus for power, she called it "one of the most pointless organizations" from that standpoint — but said perhaps something could be done by it.

Another question, concerning possible connection between enormous problems artists face nationally and "enormous centralization," she answered by saying the fact New York is the art center is unavoidable.

"There always has been one center of so-called mainstream art since Florence in the 15th Century."

Another kind of centralization, the big museums in cities like New York she called a money problem. She said it's a matter of wealth concentration in the great commercial centers, and that the only way to more decentralization is through legislation, to diffuse funds, to give federal grants to "provincial" museums.

She said she thinks diffusion will come, but that you can't get away from the fact that it's a question of money making them possible. Energetic, visionary people, she indicated, also could create vast changes in developing regions as art centers and "provincial" museums in an interesting way.

She cited the way Walter Hopps cultivated the Los Angeles scene "with conviction and energy" and the way Walker Art Center in Minneapolis has developed "Somehow they've managed to have a very, very important museum in the contemporary field. But you have to have people willing to do something."

To "Do you still think it's necessary for artists to live in a big place like New York?" Miss Rose said New York has two things terribly important for original art to be created: dialogue in a community of artists, and exposure to the best examples of current and past art (the big museums).

The nature of demand for art in this country she dismissed as a "game" involved with status-seeking and speculation; and implied that the major art magazines are involved in the game because they are published by the same people who run museums, collect art and speculate on it.

She called art a "luxury item" in American society. "If you removed it, only the people who make it or are intimately involved with it would miss it at all."

She said massive problems exist in art education, in opening up the world of art to children, and that it is in the early years that it has to be done.

Hope Seen In Ferment

"College is too late," she emphasized, commenting that when she taught at Yale she found art was something alien to students, something outside their experience.

"It's a matter of sensitizing children to sense experiences. People are finally beginning to understand these things, to be concerned about them, but it takes money and new attitudes towards the need for educational goals other than conformity and competition."

"The way art is dealt with in primary schools turns kids off and universities are just turning out art teachers who teach other art teachers.

"I've seen fantastic things happen through art with ghetto kids when given the opportunity," she declared. "Destructive attitudes channeled into constructive avenues of expression." And Sesame Street, she noted, has been revolutionary.

Miss Rose also said she thinks the craft movement is going to become increasingly important.

Its strength, she said, is its putting values back into work, in the sense of personal gratification the work gives. "One of the horrors of America is that nobody cares enough to take pains, she said of shoddy products found in the marketplace and production based on obsolescence.

"I do think," she concluded hopefully, "that we're in the midst of a cultural revolution. Young people are demanding something else. When you get people traditionally oppressed in situations looking for other forms of expression, something is going to happen."

She finds cause for hope in the arts in the ferment.

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Underdog Status Of Artist Pondered

By ANDY ROCCHIA
Journal Staff Writer

More thoughts, or should we say "second thoughts" on Barbara Rose constitute the makings for a column this week.

Goodness knows we haven't had a chance to check with any of the art departments of the schools around town, those departments which excused their students and teachers last week to attend those two lectures by the eminent analyst of contemporary painting at Portland State University and at the Fountain Gallery.

However, we hope both students and teachers returned to their classes Monday after having the weekend to ponder the truth of Mrs. Rose's comments.

THE CRITIC'S visit to Portland was through the auspices of PSU's art and student educational activities departments, and what she had to say about current art developments and about the underdog status of the artist in today's "grab-it-and-run" society probably prompted a lot of not-so-sure types to think in terms of seeking more profitable professions, or perhaps consider hemlock.

About the only thing she did not come out and say was that today's society regards the artist as an amusing parasite. She didn't say it, but she left everyone thinking it.

To capacity audiences last week at PSU and at the Fountain, the University of California art historian and author of books on Claes Oldenburg and Ad Reinhardt had much to say about current trends and developments. Moreover, to this writer, the gist of her thinking reminded us of what another critic, John Canaday, once said about painting as now being a displaced "sport."

"UNTIL the invention of firearms, fencing, too, was necessary in order to defend one's life and honor . . . But after, it became a pastime for people who liked to do it or to look at it. Painting, too, used to be a part of life, but now it is a kind of residual sport. This explains the appetite for novelty, the search for something new at any cost, and the emphasis on fashionable values rather than fundamental human ones," said Canaday.

GENTLE LYRICISM prevails in collection of woodcuts and engravings of Germany's Gerhard Marcks on view through May in the Judd Gallery.

Mrs. Rose's outlook was not as "mow-them-down" as Canaday's, but certinly it was glum and quite realistic.

"Society needs physicians, for without them people die. But artists? Who needs them? They and the people involved with their pursuits could disappear tomorrow and the public couldn't care less," said the critic.

MRS. ROSE thought that most of the troubles that beset American artists today, stem from their lack of power.

"This has been a problem of long-standing, one due largely to the strictly utilitarian nature of the capitalist system."

Mrs. Rose said that the only hope for change would come through greater unity among artists, even unions, and she looked hopefully toward the day when there would be more concern on the federal level for the role of the artist in his community. She lamented that so many artists had to leave their home towns in order to seek better markets for their works.

She opted for grants from the government which would provide for traveling exhibitions, for artist-in-residence programs in the schools, even outright subsidies to working artists as is done in such European countries as the Netherlands.

AS FOR change, she thought it was inevitable, and that it would come about through the demands sensitized individuals will make on society.

The talk at the Fountain was more of an exchange of laments between critic and students, some of whom asked questions of such naivete as to be almost too painful for the ears of those artist-instructors who accompanied them.

Mrs. Rose's responses were both kindly and honest, whether answers were regarding the relationship of money to art or about the lack of content in the paintings of Josef Albers.

And quite a few were dismayed when she stated her opinion of the "current art world."

"BY AND LARGE, those involved in it are in it for status value; or because for them it is a form of economic speculation; or it is just a game and it gives them something to do," she said.

She agreed with students that it was sad that there would always have to be "primary art centers" such as New York City.

"You'll just have to keep dragging your stuff to them. Florence was the art center in the 15th century because that's where the concentration of wealth was. This is the nature of the art market in the capitalist framework," she said.

At Portland State the critic's lecture was a comedy of errors. Poor acoustics, a projectionist with a decided gift for inserting slides sideways or upside down were among problems confronted and overcome with knowing aplomb.

HER TALK began with an explanation of the importance of the ideas evident in the works of Jackson Pollock, Ad Reinhardt, Helen Frankenthaler and Ellsworth Kelly and by the time this writer had to take his leave she had touched on the stripe paintings of Morris Louis, the optical experiments of Josef Albers and the daring ensignias of Jack Youngerman.

Re Pollock she said she would "defend to the limits" what his painting was all about, but there was much about post-abstract expressionism, also about the pop, op and minimal schools of painting that distressed her.

OF PAINTING in the 1960s, she was saddened because so much of it lacked content or "allusive associations."

Of optical art, she said that its rigidity and dryness had limited it to the extent that it was now moribund.

"But it was a great boon to dress manufacturers while it lasted," she said.

On other matters the critic said the taste of people with "new money" for art was "unbelievable," and on education: "Children are still being taught that the only kind of turkey they can draw in their classrooms is a realistic one. Teachers still hold up pictures and say this is beautiful because it cost a lot."

She dashed hopes that the university could do a better job of turning out graduates sensitized to art.

"I've taught at several universities and non-fine arts majors come to treat art as outside their experience."

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A. From all over the United States, from Europe from famous art centers as well as tiny art colonies, from the Middle East, Israel, from South America. Occasionally Indonesian, Philippine, and African art is exhibited.

Q. HOW MANY PAINTINGS ARE ON DISPLAY?

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Q. HOW CAN ONE TELL IF A PAINTING IS "GOOD"?

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Q. HOW DO YOU DIFFER FROM CONVENTIONAL ART GALLERIES?

A. Artists prefer to sell us their paintings because we buy for cash, unlike most galleries that "buy" art on a consignment basis. Some of the artists represented in our collection are talents on their way up, some are fairly well-known, others are artists who have "arrived" in their own country but are unknown in the U.S.A. A number of artists are under exclusive contract to us and cannot sell their work to other galleries unless we have rejected a particular canvas.

Q. HOW CAN YOU SELL PAINTINGS AT SUCH LOW PRICES?

A. Buying for cash, and usually the entire output of so many artists — over 400 — gives us a tremendous price advantage that we pass on to you.

Our success has proved our theory that the high price of art has been the biggest deterrent to the sale of art. We believe that it is to our advantage to see that talented artists earn enough to go on painting. We make it possible for you to afford the paintings you want . . . and our artists continue to paint to their hearts content.

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New Orleans: 312 Royal St.
New York City: 780 Seventh Ave. (at 51st St.)
New York City: (Manhasset, L.I.) 1494 Northern Blvd.
Philadelphia: 1717 Walnut Street
Philadelphia: (Plymouth Meeting) (2380 Plymouth Meeting Mall)
Pittsburgh: (Shadyside) 5434 Walnut St.
San Francisco: 366 Geary St.
San Francisco: 165 Jefferson St. (at Fisherman's Wharf)
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... Nobuo Abiko, CHRISTIAN SCIENCE MONITOR

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... Edward Berry, CHICAGO TRIBUNE

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"Customers at Arts International include state governors, corporation presidents and entertainment figures."
... Dean Miller, UNITED PRESS INTERNATIONAL

"There was a broad range of subjects and styles and moods . . . I was pleasantly surprised . . . I liked them."
... LIVING IN MINNESOTA

". . . Mostly young artists who appear to have talent and promise."
... Allan J. Stewart, THE DENVER POST

"The relatively new concept of paying an artist outright for his work instead of operating on a commission basis has meant a steady income for the artist and a substantial saving for the purchaser."
... THE BURLINGTON HAWK-EYE

"More than a few clearly reveal a disciplined hand, a thoughtfulness and a talent in the man behind the brush. It's just possible that a work by one of the young unknowns may one day be a prized and highly valuable possession, an early painting by a master."
... Robert Day, ALBANY TIMES UNION

"Art lovers, painters, find new patron."
... Edwin Darby, CHICAGO SUN TIMES

"A collage of color and impressions."
... WICHITA KANSAS EAGLE & BEACON

"The realist will be satisfied with nature scenes, portraits, still lifes, street scenes and bowls of flowers. Beginning at $5 are charming framed mini-oils of a single bird or flower only one inch by two or three inches in size."
... Marilyn Lane, DAVENPORT TIMES DEMOCRAT

Some of Our Artists

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Arts International
GALLERIES OF DISCOVERY

ARTS INTERNATIONAL
GALLERY OF DISCOVERIES
703 S.W. Morrison St.
Portland, Oregon 97205

America's Foremost Art Galleries for the Discovery of Fine Original Oil Paintings

AN INVITATION

We cordially invite you to visit Arts International. On display is a large, varied collection of signed, original paintings on canvas created by highly talented young artists from the Americas, Europe and other art centers of the world. Here you will find works which reveal perception, depth and skill. There are always hundreds of canvases displayed and new paintings are added constantly. Thousands of our patrons across the country have already experienced the treat in store for you when you visit our galleries.

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EMERALD EMPIRE ARTS & CRAFTS ASSOCIATION

(This one has around 300 members) **Bulletin for March 1970** (Still going strong in 1971)

The next meeting of the organization will be March 17, 7:30 P.M. at the Memorial Building in Springfield. The nominating committee report will be made by Willis Washburn and Grace Johanson. The program will consist of lovely slides brought from Spain and Portugal by Dorathy Binder and Laura Gubrud.

The slate of officers to presented at the meeting are:

President ----------Bob Forehand
1st Vice President--Dr. Phillip McSorley
2nd Vice President--Elden Brown
Secretary----------Betty Wandas
Treasurers---------Nellie Mae and Tom Ayres
Bulletin--------Bob Simons
Publicity-------Thane Mattoon
Board Members---Laura Gubrud, Dotty Light,. Betty Neeley, and Lorena Fish, Jr. Past President

At the April meeting, nominations from the floor will be welcomed.

ART FESTIVAL AT IOOF BUILDING
Pictures are to be brought to the IOOF Hall on Thursday, March 19, and Friday, March 20, 2:00-9:00 P.M.; and Saturday, March 21, 8:30-9:30 A.M. Dates for the Festival and display times are:

Saturday, March 21 --- 10:00 A.M. to 6:00 P.M.
Sunday, March 22 ----- 1:00 P.M. to 6:00 P.M.
Monday, March 23 ----- 10:00 A.M. to 6:00 P.M.
Tuesday, March 24 ---- 10:00 A.M. to 6:00 P.M.

RUMMAGE SALE, Lorena Maitlen, Chairman
The sale will be held at the Rummage Center in Eugene. Members A through K are to bring their rummage on Wednesday evening, the 18th, 7:00-9:00 P.M. for pricing and display. Members L through Z bring their rummage on Thursday evening the 19th. Each day will be a fresh new sale so merchandise must be of similar appearance. The sale starts at 7:00 A.M. both mornings and goes until 4:00 P.M. each day.

PAINT OUT
A sack lunch paint out will be held at the Walter Reichenbach home on Highway 58, east of Pleasant Hill. There will be a demonstration by the hostess.

WORKSHOP, Summer 1970
The workshop will be held July 20 through 24th with Don Foster as instructor. There will be two three hour classes; one from 9:00 A.M. to 12:00 noon and an evening class from 7:00 to 10:00 P.M. both on landscapes. The charge is $30.00 per student and reservations should be made right away. Ethel Lyngholm and Berta Weldy are in charge of making arrangements with Lorena Maitlen assisting with location.

SHOWS
Citizen's Bank, Springfield----------Elona Langan with Sophie Hammond as chairman
Lane Memorial Blood Bank----------Berta Weldy
Northwest Christian College----------see bulletin for February
Springfield Library---------- Jean Cheshire, March 15 - 31
Light's for Music, Springfield ----- Florence Simons for the month of March

HOME PAINTING WORKSHOPS
Margaret Smelt has invited ladies to her home at 1788 Riverview Street, Eugene for fun painting Tuesday and Thursday.

NEW MEMBERS
Mildred Anderson.....P.O. Box 675, Drain, Oregon 97435 836-2171
Shirley Hale.....225 North 26th Street, Springfield 97477 746-0002
Brad Mowreader, Jr.....1746 Hemlock Street, Eugene 97402 689-3673
Jewel Smith (Mrs. Horace).....1179 5th Street, Springfield 97477 747-7463

Submitted by Mary Ebner --- 746-6737

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To Members of

Emerald Empire Arts & Crafts Assoc., Inc.

Re: OAKWAY MALL ART SHOW #2
May 23 through May 30

Check-in, all day Friday, May 22
Check-out, all day ~~Friday~~ SUN., May 31

Theme: ART IS FUN

Purpose: Paint - Show - Sell

Goal: $5,000.00 gross sales

This would add $1,000.00 to our building fund, and put $4,000.00 into into the pockets of the members who sell paintings or craft objects.

ENTRY REQUIREMENTS:

1. Paid - up to date - membership dues
2. Original art - no copy or classwork
3. All painting or crafts must be for sale.
4. All entries ready to show and sell
   a). Properly framed and secure
   b). Wired for hanging - no strings
   c). Metal hangers are fine if the hanger is large enough to insert a pegboard hook
5. Entry Fees:
   50¢ per painting or craft object
   15¢ per miniature painting - a miniature is classified as a painting under 1 square foot in total framed size.
6. Limits, as to quantity-
   a). Three paintings or three craft objects
   b). Plus three miniatures
7. Twenty (20%) of the selling price goes to E.E.A & C. Eighty (80%) goes to the artist.
8. All art and or craft objects entered at your <u>own</u> insurance risk.
9. As an entry is sold, replacement can be made with a new entry fee. No exchanges.
10. Be realistic in pricing your work of art. The purpose of the show is to raise money for our arts and crafts building, as well as making a sale for yourself, the artist.
11. Demonstration paintings require no entry fee, but pay regular commission if sold.
12. Identify and check in your entry as to title, price, media, size and artist.

SELECT YOUR PAINTING OR CRAFT CAREFULLY AND SHOW TO SELL

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the point gallery
pepperrell road, kittery point, maine 03905 tel. 439-1554

May 8, 1971

Dear Mr. Siegelaub;

Have read a lot about your ARTIST'S RESERVED RIGHTS TRANSFER & SALE AGREEMENT, have awaited its announced publication in Art News, but only saw the whole thing when one of our artists, Mack Beal, lent me his copy. I'd like to reproduce it and try to get it into operation here, but Mack's copy as traveled a lot from hand to hand, and is pretty smudgy.

Have you any more copies left at this late date? I'd really be grateful to have the poster to post, and the forms to reproduce.

Thanks a lot-

Elizabeth Gallatin

14 May 71 - Sent 4 copies.

Sent 5 copies - 30 Apr 71

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April 30, 1971

Dear Seth Siegelaub

Please send me the "Artists Received Rights Transfer and Sale Agreement" Poster.

Thank You.
Judith Ridnick
233 West 77 - NYC 10024

5 May 71
Sent pstr

Virginia Gunter
Mass. College of Art
364 Brookline Ave
Boston 02215

Sent 5 copies AR poster - 30 Apr 71

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Rudnick, Judith
233 W77
NYC 10024

Seth Siegelaub
P.O.B. 350
N.Y.C. 10013

Virginia Gunter
Mass. College of Art
364 Brookline Ave
Boston 02215

Sent 5 copies AR poster - 30 Apr 71

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Dear Mr. Siegelaub
Could you send me a copy of the artist's agreement that you devised - if there is/is one any cost please let me know → over

Virginia Gunter
Mass. College of Art
364 Brookline Ave
Boston 02215

Send 5 copies AR poster - 30 Apr 71

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GEORGE SORELL
636 ST. LAWRENCE AVE
BRONX N.Y. 10472

thank you
George Sorell

5 May 71 -
sent poster

Virginia Gunter
Mass. College of Art
364 Brookline Ave
Boston 02215

AR poster
send 5 copies - 30 Apr 71

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By telephone:

Virginia Gunter
Mass. College of Art
364 Brookline Ave
Boston 02215

send 5 copies AR poster - 30 Apr 71

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359-6800 359-8881

The Center for Creative Arts, Inc.

31 Park Street
Medfield, Massachusetts 02052

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Charles W. Johnson
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Mrs. Neil Wallace

April 20, 1971

Seth Siegelaub
138 Prince Street
New York, N. Y. 10012

Dear Mr. Siegelaub:

Recently we have heard quite a bit about the Artist's Reserve Rights Sale Agreement and I would be grateful if you could send us more information about it.

Sincerely,

A. Elsom Eldridge, Jr.
Executive Director

AEE/spd

30 Apr 71 - sent poster

Accredited by the State of California, Western Association of Schools and Colleges, and the National Association of Schools of Art

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Broadway at College Ave., Oakland, Calif. 94618 • Phone: A.C. 415/653-8118

California College of Arts and Crafts

FOUNDED IN 1907

President of the College
Harry X. Ford

Mr. Seth Siegelaub
Newsweek
444 Madison Avenue
New York, N.Y. 10022

April 21, 1971

Dear Sir,

As you can see we were originally refered to the wrong office. Can you give us the information on this topic and/or a photo-copy of the article.

Thank you for your cooperation.

Sincerely,

Lorenzo Durham

Lorenzo Durham
Assistant Curator
C.C.A.C. Gallery

Sent 28 April 71 - poster

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444 MADISON AVENUE
NEW YORK, N.Y. 10022
HA1-1234

Newsweek

April 13, 1971

Mr. Lorenzo Durham
California College of Arts and Crafts
Broadway at College Avenue
Oakland, California 94618

Dear Mr. Durham:

We have your letter of April 8 requesting information of a model contract for Art Galleries.
The article about the gallery contract did not appear in Art News, but in Newsweek the issue of March 29, 1971 on page 65.

For further information I suggest you contact Mr. Seth Siegelaub at 138 Prince Street, New York, 10012.

Thank you for your interest in Newsweek.

Very truly yours,

Francina Mungin

Francina Mungin, Publicity

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Art News
Editorial & Executive Office
444 Madison Avenue
New York, New York 10022

April 8, 1971

Re: Model Contract for Art Galleries

Dear Sirs;

It was brought to our attention a day or so ago that you had recently run a notice or an article about a new gallery contract, designed to protect the artist, copies of which were being sent, by someone, to the major art galleries around the country. We have checked back through the last three issues of Art News and can find no such article.

If you know of this new model contract or from whom we could obtain one, could you kindly send us this information?

Sincerely,

Lorenzo Durham
Assistant Curator
CCAC Gallery

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128 Leighton Road,
London N.W.5.

March 27, 1971.

Seth Siegelaub & Robert Projansky,
The School of Visual Arts,
New York.

Dear Siegelaub & Projansky,

Read with great interest the report of your Transfer & Sale Agreement for Artists project in Newsweek. I am enclosing a list of people - mixture of artists, collectors & gallerists - I think would be interested to be included in your mailing list.

I look forward to hearing of your great success.

Carol Page.

Received from: Gillian Flesch - 24 Belden Ave,
Dobbs Ferry - NY. 10522
20 April - 71 - sent K and letter (what see 5I April issue)

Bagelstr. 122A,
Düsseldorf,
West Germany.

Peter Hawkins,
SLOWWE,
Arlingham,
Gloucs. G.B.

Eric Brown,
128 Leighton Road,
London N.W.5.

Felix Handschein Gallery,
Baumlein Gasse 16,
Basel, Switzerland.

Patrick Hughes,
129 Old Church Street,
London S.W.3.

Leeds 6, Yorkshire, G.B.

Müller Gallerie,
Lindenstr. 20,
Köln 1, West Germany.

Gallerie Willbrandt,
Lindenstr. 20,
Köln 1, West Germany.

Tony Morgan,
Vulkanstr. 24,
Düsseldorf, West Germany.

Jeff Nuttall,
461 Huddersfield Road,
Wyke, Bradford, G.B.

Armand Ornstein,
32 Rue de Trevise,
Paris 9°, France.

Friederike Paul,
Uhlandstr. 19,
Stuttgart, W.Germany.

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Art Intermedia,
5 Köln 1,
Domstrasse 91,
West Germany.

Laurie Burt,
5 Dickinson Road,
Crouch Hill,
London, N.8.

George Brecht,
10 Calle de la Cruz,
Ibiza (Baleares)
Spain.

Mark Boyle,
75 Addison Road,
London W.14.

Ivor Cutler,
21 Laurier Road,
London, N.W.5.

Manfred Esser,
Richard Wagner Strasse,
Stuttgart,
West Germany.

Robert Filliou,
Bagelstr. 122A,
Düsseldorf,
West Germany.

Peter Hawkins,
SLOWWE,
Arlingham,
Glouc s. G.B.

Eric Brown,
128 Leighton Road,
London N.W.5.

Felix Handschein Gallery,
Baumlein Gasse 16,
Basel, Switzerland.

Patrick Hughes,
129 Old Church Street,
London S.W.3.

Hete Hunnaman,
Eat Art Gallery,
1 Mühlenstrasse,
Düsseldorf, West Germany.

Karolus Lodenkämper,
Bonafatiusstr. 47,
Düsseldorf-Lörick,
West Germany.

Bernd Koberling,
5 Köln 1,
Lindenstr. 17,
West Germany.

Gallerie Ursula Lichter,
6 Frankfurt/Main,
Mendelssohnstr. 97,
West Germany.

Gallerie Klaus Lopke,
Grosse Esehemhelmer Strasse 18,
Frankfurt/Main,
West Germany.

Mac MacAlindon,
Woodbourne Cottage,
North Grange Cottage,
Leeds 6, Yorkshire, G.B.

Müller Gallerie,
Lindenstr. 20,
Köln 1, West Germany.

Gallerie Willbrandt,
Lindenstr. 20,
Köln 1, West Germany.

Tony Morgan,
Vulkanstr. 24,
Düsseldorf, West Germany.

Jeff Nuttall,
461 Huddersfield Roa d,
Wyke, Bradford, G.B.

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Stuttgart, W.Germany.

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David Leverett,
132 Leighton Road,
London, N.W.5.

Pam Kerr,
130 Leighton Road,
London, N.W.5.

Diter Rot,
Drake Strasse 7,
Düsseldorf,
West Germany.

Dorothy Iannone,
Drake Strasse 7,
Düsseldorf,
West Germany.

Herr Ruhrburg,
Düsseldorf-Oberkassel,
Nierstr. 5,
West Germany.

Daniel Spoerri,
CH-6654, Cavigliano,
Ticino, Switzerland.

Gallerie Schmela,
Luegplatz 3,
Düsseldorf,
West Germany,

Robin Page,
128 Leighton Road,
London, N.W.5.

Carolee Schneemann,
17a Belsize Park,
London N.W.3.

Ruth Silk,
21 Greenholm Road,
Eltham,
London, S.E.9.

Dr. Reiner Speck,
5 Köln-Klettenberg,
Lorbergstr. 50,
West Germany.

Hans Sohm,
Markgröningen,
Bahnhofsstr. 38,
West Germany,.

Andre Thomkins,
Pregelstr. 2,
Essen, Westgermany.

Norman Toynton,
Chairman,
Dept. of Studio/Visual Arts,
University of Victoria,
Victoria, B.C., Canada.

Glyn Williams,
82 Hungerford Road,
London, N.7.

Emmet Williams,
137 Rivington Street,
New York, N.Y.10002.

Claus A. Wille,
5 Köln 41,
Goldenfelsstr. 19,
West Germany.

Ben Willikens,
Wilhelmsstr. 12A,
Leinfelden, Stuttgart,
West Germany.

Gunter Weseler,
Bonafatiusstr. 57,
Düsseldorf-Lörick,
West Germany.

Eric Andersch,
Kopernikusstr. 78,
Düsseldorf, West Germany.

Ursula Bruner-Schwer,
Goldsteinstr. 19,
Düsseldorf, W.Germany.

Thomas Beuys,
Kunst Akademie,
Düsseldorf,
West Germany.

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BRASHICH AND FINLEY
ATTORNEYS AND COUNSELLORS AT LAW

CABLE "LEXLOCI" NEW YORK
MURRAY HILL 4-1730

20 EAST 46TH STREET
NEW YORK, NEW YORK 10017

March 31, 1971.

Robert Projansky, Esquire
Messrs. Ordover, Rosenberger
and Rosen
1 Liberty Street
New York, New York 10005

Dear Mr. Projansky,

I took a vacation last week, and for the first time I had a chance to read magazines from cover to cover.

I was extremely pleased to see the article in Newsweek on you and on your artists' contract. Congratulations.

If you have a chance, I should appreciate a copy of it.

With best personal regards,

Yours sincerely,
BRASHICH AND FINLEY

Deyan Ranko Brashich

DRB/sb

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CLARKSVILLE GALLERIES *works of art for pleasure and/or investment*

March 31, 1971

Robert Projansky
One Liberty St.
New York, N. Y.

Dear Robert Projansky:

May we have a copy of your proposed artist-dealer contract?

A self-addressed stamped envelope is enclosed. We shall appreciate receiving a copy of the contract if you will send it.

Cordially,

Stephen Leeman

SL:pm

Set poste -

CLARKSVILLE CORNER WEST NYACK, NEW YORK 914 EL8-2255 OR EL 8-0063

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CHARLES TAUSS
1183 Grand Concourse
New York, N. Y. 10452

April 1, 1971

Mr. Seth Siegelaub
P. O. Box 350
New York, N. Y. 10013

Dear Mr. Siegelaub:

I would be most appreciative if you would send me a copy of "The Artists Reserved Rights Transfer and Sale Agreement.

Thank you very much.

Very truly yours,

Charles Tauss

Charles Tauss

18 Apr 71 -
Sent poster

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6 Apr 71

Mr. Seth Siegelaub
P.O. Box 350
New York, New York 10013

RE: The Artists Reserved
Rights Transfer and
Sale Agreement

Dear Mr. Siegelaub:

I noted, with interest, the above named form as it was displayed at the Whitney this afternoon.

As I am much concerned about these matters myself, I would appreciate a copy of the agreement. The subject is one that has been long neglected, whatever the particular artistic mode may be.

If you would include with the copy requested the names of persons particularly concerned with distribution of artistic products I would be much appreciative. Thank you.

Sincerely,

Lowell Sinclair Robertson

Lowell Sinclair Robertson
1725 Emmons Ave. # B-5
Brooklyn, New York 11235

Enclosure

18 Apr 71
Sent poster -

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David R. Wierdsma
205 EAST 78TH STREET, NEW YORK, N. Y. 10021

Dear Seth, Should you please send me a copy of The Artist's Reserved Rights Transfer and Sale Agreement. I consider clients.

Sincerely,

IGHTS SALE AGREEMENT - questionnaire
f February 1971 to Seth Siegelaub, 138 Prince

:s, dealers,
they

want to

its use

4. Do you have
or implicat

5. May we say
t?
NO

6. Other critic

Can you send me one or tell me where I can get one?

Sincerely yours,
Eileen Schnabel
(Eileen Schnabel)
300 East 57th Street
New York, N.Y. 10022
Apt. 16A

Sent posta
18 Apr 71

Sent posta
18 Apr/71

Fay Lansner painter 317 E. 50th St.
name profession address N.Y.C. N.Y.

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David R. Wierdsma
205 EAST 78TH STREET, NEW YORK, N. Y. 10021

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Yours

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want to

, its use

4. Do you have
or implica

5. May we say nt?
__ NO

6. Other crit

April 4, 1971

Seth Siegelaub
P.O. Box 350
ny 10013

Dear Mr. Siegelaub,
I saw a copy of "The Artists Reserved Rights Transfer and Sale Agreement" posted at the Whitney Museum. Your name was on it for those who wanted further information.
I would very much like to have a copy of this document.

Sent post
18 April 71

Fay Lansner — name
painter — profession
317 E. 50th St. N.Y.C. N.Y. — address

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ARTIST'S RESERVED RIGHTS SALE AGREEMENT - questionnaire

(Please return by the 15th of February 1971 to Seth Siegelaub, 138 Prince Street, New York 10012. USA)

1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it?

2. Are there any parts of the Agreement form that you would not want to use? Why?

3. Are the

4. Do you
or impl
its use

David R. Wierdsma
205 EAST 78TH STREET, NEW YORK, N. Y. 10021

Dear Sirs, Would you please send me a copy of The Artists Reserved Rights Transfer and Sale Agreement. I work for an art gallery and would like to consider using this contract with our artists and clients. Thank you David R Wierdsma

sent poster - 18 Nov.

5. May we say publicly that you endorse the use of this Agreement?
✔ YES __ NO

6. Other criticisms, suggestions and remarks:

Sent poster 18 Apr 71

Fay Lansner — name
painter — profession
317 E. 50th St. N.Y.C. N.Y. — address

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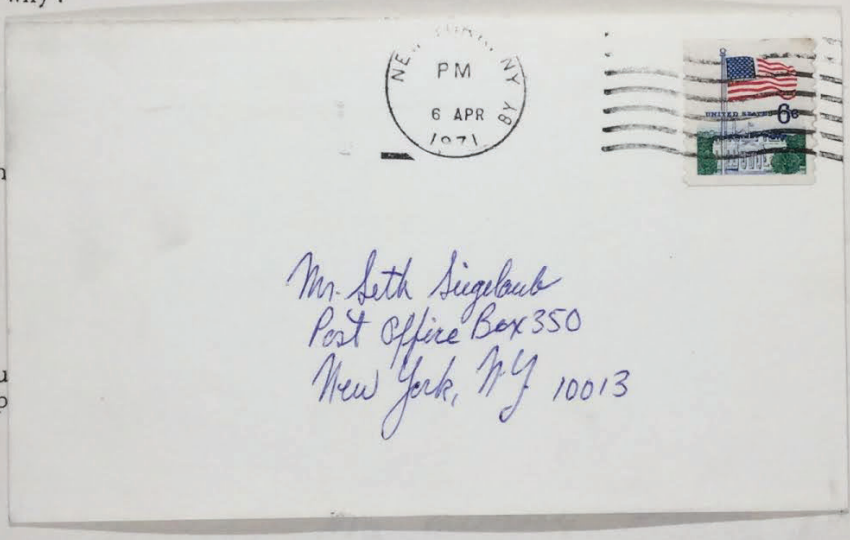

4. Do you its use or imp

5. May we say publicly that you endorse the use of this Agreement?
✔ YES __ NO

6. Other criticisms, suggestions and remarks:

Suit parts
18 Apr 71

Fay Lansner painter 317 E. 80th St. N.Y.C. N.Y.
name profession address

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1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it?

2. Are there any parts of the Agreement form that you would not want to use? Why?

3. Are there additions you feel should be made?

4. Do you have any public statement to make about the Agreement, its use or implications?

5. May we say publicly that you endorse the use of this Agreement?
✔ YES __ NO

6. Other criticisms, suggestions and remarks:

Sent poste
18 April 71

Fay Lauver — name
painter — profession
317 W. 80th St. N.Y.C. N.Y. — address

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The Museum of Modern Art Archives, NY	Collection: Siegelaub	Series.Folder: I.A.99

THE ORIGINAL ART REPORT

Committed to the Preservation, Comprehension, and Progress of Art and Artists

POST OFFICE BOX 1641
CHICAGO, ILLINOIS 60690

March 24, 1971

Dear Mr Siegelaub:

Please send sample of "Artist's Reserve Rights Sales agreement" and information. a hearty handshake for your efforts. The same for your friend Robert Projansky.

My interest stems from my role as President, Chicago chapter, Artists Equity Association, an artist, and owner/editor of TOAR. Thank you.

Cordially
Frank Salantrie

FRANK SALANTRIE

29 March - Sent poster

P.S. Do You know Marge Mills? Give her a buss on the cheek for me, if you do.

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7021 Hollywood Boulevard
Los Angeles, California 90028
Telephone 213/461 4041

Eugene Loring *Artistic Director*
Paul Gleason *Assistant Director*
Richard Schottland *General Manager*

LOS ANGELES DANCE THEATRE

March 23, 1971

Seth Siegelaub
138 Prince Street
New York, N. Y. 10012

Dear Seth,

We understand that you have produced an Artists Reserve Rights Sales Agreement. We would be most appreciative if you could send us a copy.

This would be a most useful form for us.

Sincerely,

Richard Schottland

Richard Schottland

RS:vp

26 March 71. sent poster

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2/17/71

Dear Mr. Siegelaub:

Please send me a copy of

the Artist's Reserve Rights

Sales Agreement.

Sincerely

Mrs. Philip F. Siff

215 E. Padre St.

Santa Barbara

Calif. 93105

22 Mar 71 -

Sent post.

SOME CONTRIBUTIONS TO THE LIBRARY FROM THE FRIENDS
MADE IN COOPERATION WITH THE LIBRARIAN

1963-1964

Volunteer Help: At request of the Librarian, who expressed the desire to administer a volunteer program, the Friends canvassed their membership to locate volunteer help for book repairing, typing, posting and other library tasks. Twenty-six Friends responded. Their names have been turned over to the Library for use as a source of extra help when needed.

Drive-Up Book Return Receptacles: Contributed in 1956 and 1959 to add to the convenience of library usage, these were repainted and relettered this year. When first installed, they attracted a substantial number of overdue books, even including some that had never been charged out!

Patio Beautification: Furniture has been installed. Planters will be added in the near future. This project, made possible by a generous donation from a Friend, is being carried out with the advice of Mrs. Lockwood de Forest.

Christmas and Shakespearean Festivities: The Friends paid for the Xmas and Elizabethan music presented by Dr. Erich Katz and his recorder ensemble. We also supplied Xmas decorations and plants, as customary for many years, and authorized expenditure for Shakespearean films and projector rental.

Library Program Refreshments: The Friends contributed $150 towards refreshments served at programs arranged by Librarian and Trustees this year.

National Library Week: A special post office cancelling "die" was purchased for annual use during National Library Week.

Children's Room: Reed mats for the Childrens' Story Hour were supplied, also a special book prize and booklets. Rental on films was authorized. Many books, records and booklets have been purchased in previous years.

1953-1963

Art and Music Rooms: Two record players were presented (with funds for a new one allocated in 1964), and a microphone was bought for the Faulkner Gallery. A special grant was obtained from the Santa Barbara Foundation, plus funds from the Friends, for a diversified record collection.

Main Reading Room: Electric wall clock was contributed, also a carrier for books, educational folders for students, 4 National Geographic Society globes and 4 world atlases. Library of Congress Catalogs were given at $2750 with the financial assistance of the S.B. Foundation, plus substantial amounts for special and general book collections.

Young Adults Section on Mezzanine: Specially made desks were purchased at $480 with proceeds from a Book Fair inaugurated by the Friends in 1963. Subscriptions to periodicals were provided.

Miscellaneous: Other contributions included tuition for special seminars and courses for Library employees, entertainment of visiting librarians, film rentals, radio series costs, visual aid graph charts for budget presentation.

City Library Tax: In 1963 the Friends cooperated in an effort to secure passage of a City Library tax. Although a 2/3 vote was not secured, a good majority approved and interest in the Library was heightened.

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	Siegelaub	I.A.99

March 13, 1971
Harrison Arms Apt. 18
477 Boston Post Road
Marlboro, Mass. 01752

gazine in lieu of a
t. I am a beginner,
ends have told me that
artist can have the
l be kept informed as
hat she may have them
of time in case of a
ilar. Is this so?
ok like? Is there a
the artist draw it up?
you can give me. Thank

Sincerely,
Janet M. Hawes
Janet M. Hawes

March 18, 1971

Dear Mr. Siegelaub,

I understand you are providing free, - Artist's Reserve Rights Sale Agreements samples and information.

This is most commendable, -- I certainly hope you are not deluged by a mountain of mail!

I would certainly appreciate receiving the above mentioned material and have enclosed a self-addressed stamped envelope, which I hope is a sufficient size.

Thank you,

22 Mar-71
Sent post.

FLO ZUK
1350-A ROSE ST.
BERKELEY, CA. 94702

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	Siegelaub	I.A.99

March 13, 1971
Harrison Arms Apt. 18
477 Boston Post Road
Marlboro, Mass. 01752

Mr. Seth Siegelaub
138 Prince Street
New York, New York 10012

Dear Mr. Sigelaub:

I was referred to you by Art News magazine in lieu of a slight legal question about selling my art. I am a beginner, and am having my first one man show. Friends have told me that there is some kind of agreement that the artist can have the buyer sign which says that the artist will be kept informed as to the whereabouts of her paintings and that she may have them loaned back to her for a specified period of time in case of a retrospective exhibition or something similar. Is this so? And, if so, what would such a document look like? Is there a usual sort of form of some kind, or does the artist draw it up?

I greatly appreciate any information you can give me. Thank you for your time.

Sincerely,
Janet M. Hawes
Janet M. Hawes

18 Mar 71 - sent poste

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Siegelaub	I.A.99

3363
San Felipe Road
Houston, Texas 77019

March 15 1971

Mr. Seth Siegelaub
New York City

Dear Mr. Siegelaub:

We received your circular letter of January 30 but couldn't reconcile ourselves to reading all those compact sheets of paper. The article of Grace Glueck in the New York Times, March 7, made the issue more readable.

We think there is substance to your suggestion that the artist should get a percentage of the increase in the value of his work when it is sold by the collector. The percentage is a tricky question and flexibility is needed. Also, can this be practically administered?

We disagree on the other hand with the suggestion that the artist must be consulted if the owner wants to exhibit the work. We constantly lend generously and we feel that this should be a common rule to help develop familiarity with art. Lending is in itself an administrative

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burden and we couldn't add to it the correspondence entailed with prior authorization from the artist. It would make loans practically impossible.

No serious collector has ever really refused participation in an exhibition, especially if the request comes from the artist.

There is a last point which you have perhaps covered in your memo, but which is not mentioned by Grace Glueck, and itis the reproduction rights. We have made it a practice to ask for such a right for any commercial use or commercial publication. The proceeds are shared equally between the family of the artist and the Institute for the Arts, Rice University. This is a fairly simply practice.

Sincerely,

John de Menil

JdeM:ec

100th ANNIVERSARY
Member
Printing Industries of Metropolitan N.Y., Inc.
A Century of Service to the World of the Printed Word

FIFTY YEARS OF SERVICE

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EASTERN PRINTING CORPORATION
PRINTERS — LITHOGRAPHERS
100 SIXTH AVENUE, NEW YORK 13, N. Y. • WALKER 5-0771

Dear Seth,

Congradulations on you just published "Artist's Rights & Sale Agreement" Brochure! Although a printing salesman, I've been aware of problem through my associations and membership in various art groups. Any and all use of this form (including variations) will establish "accepted trade practices" as is done through wording on reverse side of this stationary. Naturally this is not adhered to the "letter" but is used as a basis of understanding to which two parties use as a guide. (In this light it is of course a communication problem that ironically, the artist has never been able to communicate!) Your document will go along way towards solving the problem and will have historical implications, in my opinion.

In the final analigsis, it should, and will be used to benefit the sincere and honest and weed out the unscrupulas based on the artist just rights to his work - that can only be to the advantage of all concerned - Make no doubt about it, that first step is the one that counts.

Rest assured I will help "spread the word"!

15 MAR 71 Sent - Poster

Sincerely
E.F. Feder

P.S. Prefer the "How to draft".

100th ANNIVERSARY Member Printing Industries of Metropolitan N.Y., Inc. A Century of Service to the World of the Printed Word

This estimate is submitted subject to the trade customs printed on the back of this quotation. If this quotation is accepted, it is mutually understood and agreed to include the trade customs, which are binding on both parties.
All merchandise covered by this quotation is subject to such Federal, State and/or local taxes now applicable or which may become applicable prior to shipment of such merchandise.

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445 E. 65th St., New York, N.Y. 10021; 11 Feb. 1971

Paul Standard

Dear Mr. Siegelaub:

My friend Hermann Zapf writes me that some Frankfurt paper has printed a brief item about a projected form that you and a lawyer named Robert Projansky, under arrangement with the School of Visual Arts, have devised in the interest of general fairness in graphic arts contracts. He wonders if you would be good enough to send him a Xerox of your draft contract whenever it is ready for comment before it is adopted in final form for use by graphic artists.

Your colleague Mr. Jerry Manning has given me your address as noted on my envelope, suggesting that the School will see that these lines reach you. Please post your draft version to Hermann Zapf at

D-6 Frankfurt am Main 70
Bernhard Mannfeld Weg 24
Germany

I am writing this to say it will reach him in due course.

Yours very sincerely,
Paul Standard

Seth Siegelaub, Esq.
School of Visual Arts
209 E. 23rd Street, NYC 10

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NEW YORK UNIVERSITY ART COLLECTION
1 WASHINGTON SQUARE VILLAGE, SUITE 8-S, NEW YORK, N.Y. 10012
AREA 212 598-3479

2 March 1971

Mr. Seth Siegelaub
138 Prince Street
New York, N. Y. 10012

Dear Seth:

I hope you can help me in this among the thousand other things you are doing. Although I did not make your deadline, I am very much interested in the question and will try to make the meeting on March 8th at Loeb. If not, I would like to do a radio panel with you and a few others sometime in early April. I will be in touch.

Cordially,

Ruth Bowman
Curator

RB:dus

SETH SIEGELAUB, 2 January 1971, N.Y.

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	Siegelaub	I.A.99

138 Prince Street, New York 10012. Tel: 212- 925 2113

DeWain Valentine
69 Market Street
Venice, California

Dear DeWain,

Been working my ass off.

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Chamberlain etc..... and ask them to get back to me if they have any experience or opinion about such a contract.

I think we can pull this contract off and get artists to use it, but we need the active participation, interest and cooperation of as many different artist around the world as possible.

We have to keep in close touch,

Thanks,

SETH SIEGELAUB, 2 January 1971, N.Y.

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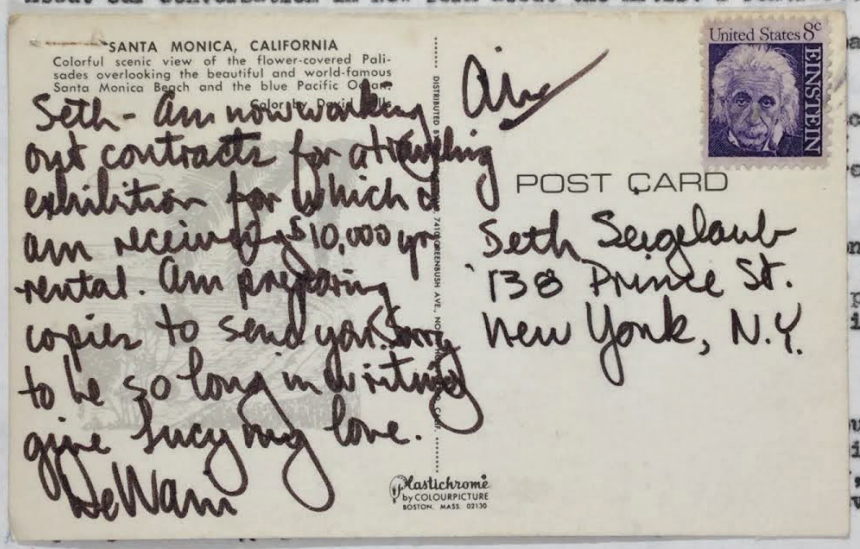
138 Prince Street, New York 10012. Tel: 212- 925 2113

DeWain Valentine
69 Market Street
Venice, California

Dear DeWain,

Been working my ass off.

About our conversation in New York about the Artist's Contract:



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138 Prince Street, New York 10012. Tel: 212- 925 2113

DeWain Valentine
69 Market Street
Venice, California

Dear DeWain,

Been working my ass off.

About our conversation in New York about the Artist's Contract:

I am still actively collecting information from artists and dealers about what the contract should contain.

By the end of January: We will have drafted a tentative contract and I will send you copies, along with a questionaire, which I would like you to show to the LA art community and have them reply with their opinions.

By the 15th of February: we will have received back the opinions from the artists and dealers and we will draft the final contract, with information on how to use it and related information. We will put it together in the form of a poster and mail it out to everybody in the international art scene.

I would like you to speak to the artists in your community about this coming contract, particularly Jim Butler, Keinholz, Francis, Irwin, Bell, Wheeler, Cooper, Turrell, Ruscha, Nauman, Eversly, Chamberlain etc..... and ask them to get back to me if they have any experience or opinion about such a contract.

I think we can pull this contract off and get artists to use it, but we need the active participation, interest and cooperation of as many different artist around the world as possible.

We have to keep in close touch,

Thanks,

SETH SIEGELAUB, 2 January 1971, N.Y.

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Hotel Cantarell

MAYAN WONDERLAND

MAILING ADDRESS
P. O. BOX. 24
COZUMEL, Q. R.
MEXICO.

TELEPHONE 1-30

MEXICO, D. F.
HOTEL PRINCE
Luis Moya 12.
Teléfono 21-96-80.

COZUMEL, Q. ROO
HOTEL CANTARELL.
Apartado Postal No. 24.
Teléfono 1-30.
HOTEL PRINCIPE COZUMEL.
Diciembre de 1970.

CHICHEN-ITZA,
YUCATAN
HOTEL CHICHEN ITZA.
Apartado Postal No. 314.
Mérida, Yuc.
Teléfono, Pisté 4.
PIRAMIDE INN,
Apartado Postal No. 314.
Mérida, Yuc.

UXMAL, YUCATAN
HOTEL PRINCIPE UXMAL.
Apartado Postal No. 314.
Mérida, Yuc.

MERIDA, YUCATAN
HOTEL PRINCIPE MAYA.
Apartado Postal No. 314.
Teléfono 1-40-50.
CENTRO NOCTURNO "TULIPANES".
Apartado Postal No. 314.
Teléfono 1-75-77.
HOTEL PRINCIPE MERIDA
Diciembre de 1971.
HOTEL MAYA EXCELSIOR.
Apartado Postal 314.

PALENQUE,
CHIAPAS
HOTEL PRINCIPE PALENQUE.
Diciembre de 1970.

ISLA MUJERES
Q. ROO
HOTEL PRINCIPE MUJERES.
Diciembre de 1970.

TAXCO, GUERRERO
HOTEL PRINCIPE TAXCO.
Diciembre de 1970.

Joseph 21 Dec 70

Descriptions

Dellan Voltemi

Alfred Barr Jr.

Matisse Contract

Francis

Kienholz

Bob Hughes - Texas

Matisse

SURESTE HOTELES INTERNACIONALES. S. A.
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MAYAN WONDERLAND

Hotel Cantarell

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TELEPHONE 1-30

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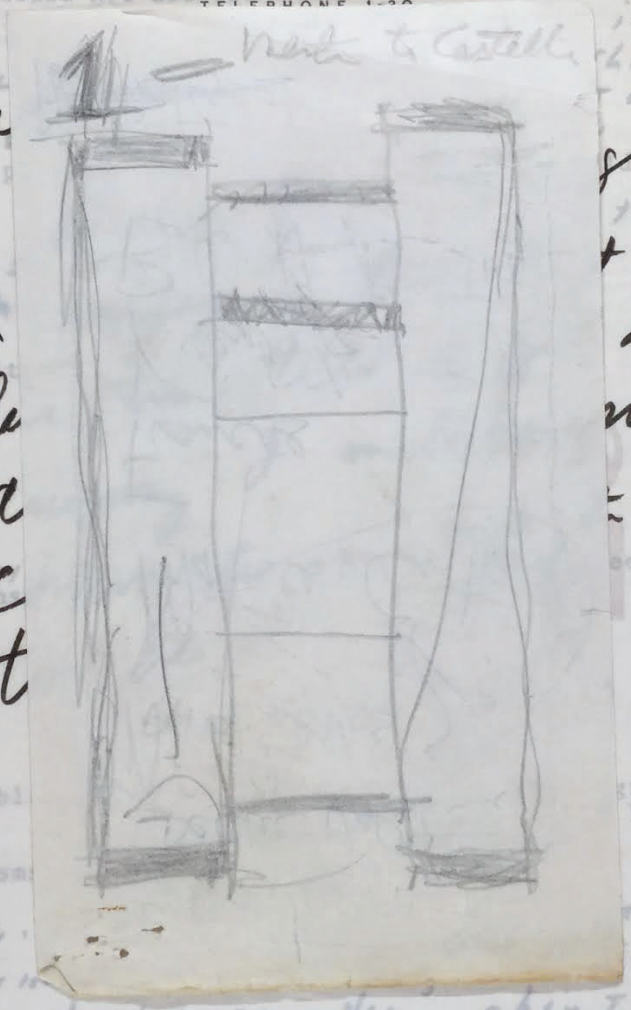
HOTEL PRINCIPE TAXCO.
Diciembre de 1970.



SURESTE HOTELES INTERNACIONALES, S. A.
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MAYAN WONDERLAND

Hotel Cantarell

TELEPHONE 1-30

MAILING ADDRESS
P. O. BOX 24
COZUMEL, Q. R.
MEXICO.

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Diciembre de 1970.

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Mérida, Yuc.

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Apartado Postal 314.

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Diciembre de 1970.

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Q. ROO
HOTEL PRINCIPE MUJERES.
Diciembre de 1970.

TAXCO, GUERRERO
HOTEL PRINCIPE TAXCO.
Diciembre de 1970.

Seth -

Sorry for my shameless
in replying but just didn't
have time till I got a vacation.
Anyway I enclose my
comments in case it not
too late.

Mike

SURESTE HOTELES INTERNACIONALES, S. A.
¡HOSPITALIDAD A SU MAXIMA EXPRESION! ■ HOSPITALITY AT ITS BEST!

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ARTIST'S RESERVED RIGHTS SALE AGREEMENT - questionnaire

(Please return by the 15th of February 1971 to Seth Siegelaub, 138 Prince Street, New York 10012. USA)

1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it?

Many Artists would run into significant Tax problems at this time either not To file returns at all or To be selective in doing so as To what sales are reported.

2. Are there any parts of the Agreement form that you would not want to use? Why?

The 21 years after artists death seem super fluous. Who shares proceeds with his estate.

3. Are there additions you feel should be made?

4. Do you have any public statement to make about the Agreement, its use or implications?

5. May we say publicly that you endorse the use of this Agreement?

X YES __ NO

6. Other criticisms, suggestions and remarks:

Sol. #1 above. Also artists are notorious for moving about & losing per record keepers. How about some sort of central record keeping place.

B. M. Ruscha — name

Restaurateur — profession

213 Park Ave So — address

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ART
DEALERS
ASSOCIATION
OF
AMERICA,
INC.

575 MADISON AVENUE
NEW YORK, N.Y.10022

Ralph F. Colin
Administrative Vice President and Counsel
Gilbert S. Edelson
Secretary and Treasurer
Murray Hill 8-7800 (Area Code 212)
Cable Address: Artdealas, New York

Board of Directors:
Eugene V. Thaw, President
Sylvan Cole, Jr., Vice President
Andre Emmerich, Vice President
Leo Castelli
Lucien Goldschmidt
Stephen Hahn
Clyde M. Newhouse
Robert Schoelkopf
Richard Gray, Chicago
Hope Makler, Philadelphia
Ex Officio (Ex-Presidents):
Alexandre P. Rosenberg
Pierre Matisse
Klaus G. Perls
Harold C. Milch

March 1, 1971

Mr. Seth Siegelaub
138 Prince Street
New York, New York 10012

Dear Mr. Siegelaub:

I refer to your memorandum dated January 30, 1971 on the subject of Artist's Rights Sale Agreement. The memorandum was sent to me as Administrative Vice President of the above Association.

The Association makes a point of not attempting to interfere in the private business transactions of its members. We long ago learned that the individual galleries have their own methods of doing business, that their contracts with artists are varied in form, and that in many cases they have no written contracts whatsoever.

Accordingly, our Association as such takes no position with respect to the proposed form of contract annexed to your memorandum. Any of our individual members to whom you may have sent your memorandum are, of course, free to comment as they may.

Sincerely yours,

R. F. Colin

Ralph F. Colin
Administrative Vice President

RFC/sn

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PETER I. B. LAVAN
COUNSEL

BERNARD E. BRANDES
LEWIS G. COLE
WALLACE E. COWAN
MORTON L. DEITCH
MARTIN D. EILE
FRANKLIN FELDMAN
NORMAN HAMMER
ALVIN K. HELLERSTEIN
CHARLES B. HOCHMAN
SAMUEL HOFFMAN
CARL I. KANTER
GILBERT LAZERUS
BERNARD LILES
DAVID LUBART
JEROME A. MANNING
ERWIN MILLIMET
CHARLES G. MOERDLER
WILLIAM A. PERLMUTH
MAXWELL M. RABB
SEYMOUR RABINOWITZ
HOWARD SCHNEIDER
MILTON N. SCOFIELD
DAVID SHER
JULIUS H. SHERMAN
ROBERT D. STEEFEL
RONALD J. STEIN
ALAN M. STROOCK
CHARLES R. TAINE
WILLIAM J. VANDEN HEUVEL
ARTHUR WITTENSTEIN

Stroock & Stroock & Lavan
61 Broadway
New York, New York 10006

TELEPHONE (212) 425-5200
TELEX STROOCK 620367
CABLE ADDRESS "PLASTROOCK"

ROBERT B. ANDERSON
HERMAN BADILLO
OF COUNSEL

WASHINGTON, D.C. 20036
1100 CONNECTICUT AVENUE, N.W.
TELEPHONE (202) 293-1990
CABLE ADDRESS
PLASTROOCK-WASHINGTON, D.C.

PARIS 8e, FRANCE
16-20 PLACE DE LA MADELEINE
TELEPHONE 742-23-33
CABLE ADDRESS
PLASTROOCK-PARIS

February 26, 1971

Mr. Seth Siegelaub
138 Prince Street
New York, N.Y. 10012

Dear Mr. Siegelaub:

Ernst Rosenberger asked that I return to you the questionnaire relating to the Artist's Reserved Rights Sale Agreement.

He probably has told you that the Art Committee of the Association of the Bar is presently working on a monograph on The Visual Artist And The Law and accordingly would welcome any developments in this area.

Sincerely,

Franklin Feldman

FF:gl
Encl.

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ARTIST'S RESERVED RIGHTS SALE AGREEMENT - questionnaire

(Please return by the 15th of February 1971 to Seth Siegelaub, 138 Prince Street, New York 10012. USA)

1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it?

2. Are there any parts of the Agreement form that you would not want to use? Why?

3. Are there additions you feel should be made?

4. Do you have any public statement to make about the Agreement, its use or implications?

5. May we say publicly that you endorse the use of this Agreement?
__ YES __ NO

6. Other criticisms, suggestions and remarks:
As you may know, the Association of the Bar, Committee on Art is planning to prepare a monograph on The Visual Artist And The Law. It is contemplated that the right of Droite de Suite, and your proposed contractual agreement to obtain this right, will be discussed.

Frans Jellinek — Lawyer — 61 Broadway, NY NY

name — profession — address

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   ✓ YES __ NO

6. Other criticisms, suggestions and remarks:

I think that the actual use of such an instrument should be the occasion for examination of its workability for some time and if there are problems* that an alternative condition, or re wording, Douglas Huebler

name profession address

(OVER)

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by agreed upon by the entire art community.

*I am not so sure that I am that convinced about article #8.

I am not so sure that the record keeping may ~~not~~ not bog down or prove indeed, to need streamlining -

Obviously time will tell which accounts for my reservations

DH

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5. May we say publicly that you endorse the use of this Agreement?
X YES __ NO

6. Other criticisms, suggestions and remarks:

Robert Mangold (name) artist (profession) 90 ELDRIDGE ST, N.Y.C. 10002 (address)

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3. Are there additions you feel should be made?

4. Do you have any public statement to make about the Agreement, its use or implications?

5. May we say publicly that you endorse the use of this Agreement?
X YES __ NO

6. Other criticisms, suggestions and remarks:

ROBERT BARRY — name
ARTIST — profession
2566 MARION AV. BX NY — address

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Our school soon will be listed on the NYSE. Soon. It was the only way to raise major monies outside of those for perhiperal research from Natl Science Foundation. Code: SAIC

2. Are there any parts of the Agreement form that you would not want to use? Why?

Our work in live audio, liev live "art history" researches can't possibly fall into the bounds and confines you've outlined. Recordings of winds, trees, thunderstorms, shadows, for example probably. But mainly no.

3. Are there additions you feel should be made?

4. Do you have any public statement to make about the Agreement, its use or implications?

5. May we say publicly that you endorse the use of this Agreement?
__X__ YES or __X__ NO

6. Other criticisms, suggestions and remarks:

Leif Brush (name) Student (profession) Art Institute(Chgo) School (address)

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1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it?
IT IS TOO DIFFICULT FOR MUSEUMS TO CONTACT INDIVIDUAL ARTISTS EVERYTIME THEY DO A SHOW. THEY WOULD NEVER GET A SHOW FINISHED.
ALSO, WHAT HAPPENS TO THIS AGREEMENT WHEN AN ARTISTS WORK GOES DOWN IN VALUE? DOES HE PAY THE COLLECTOR?

2. Are there any parts of the Agreement form that you would not want to use? Why? I AM FOR THE AGREEMENT BASICALLY. HOWEVER I FEEL IT HAS MANY FLAWS. THE BEST PART OF IT IS THE RECORD KEEPING ASPECT. HOWEVER THE TOP GALLERIES KEEP EXCELLENT RECORDS.
PART B OF ARTICE 7 SHOULD BE DELETED.

3. Are there additions you feel should be made?

4. Do you have any public statement to make about the Agreement, its use or implications?

5. May we say publicly that you endorse the use of this Agreement?
X YES __ NO

6. Other criticisms, suggestions and remarks:

Marjorie Strider — Artist — 113 Greene St NYC 12
name / profession / address

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SANTA BARBARA • SANTA CRUZ

SCHOOL OF LAW
LOS ANGELES, CALIFORNIA 90024

February 16, 1971

Seth Siegelaub
138 Prince Street
New York City, New York

Dear Mr. Siegelaub:

Many thanks for sending me your proposed contract. I have sent you a copy of an article I wrote which is supportive of the contractual manner of proceeding. I am also enclosing a copy of a proposed clause for inclusion in a gallery catalogue for an artist's show. I understand from my wife, Aimee Brown Price, that catalogues themselves have undergone vast changes in role over the last centuries and are now far more of a commodity than they were previously. Shouldn't there at least be bargaining to determine the division of rights in a catalogue of an artist's works?

Sincerely yours,

Monroe E. Price
Professor of Law

MEP:mjs
Enclosures (2)

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For back page of catalogue.

With this catalogue the Arts Council departs from its customary copyright relationship with the artist whose work is being exhibited in the gallery. A sense of justice and recognition of the proprietary interest of the artist have led the Council to experiment with the division of rights between gallery and artist. There is a joint copyright which symbolizes a mutual interest in this tangible expression of the exhibition. The Council recognizes the interest of the artist in the presentation of his work and the proceeds from republication of the catalogue.

Monroe E.Price
February 11, 1971
School of Law

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SETH SIEGELAUB
138 Prince St.
New York, NY
10012

tried to call - no answer — please send me a copy of ARTIST'S RESERVED RIGHTS SALE AGREEMENT

Would appreciate being kept informed of developments

Carol Engelson
164 Bowery
NYC, NY

that you would not want to

le?

about the Agreement, its use

se of this Agreement?
✓ YES __ NO

:

name Mac Wells profession painter address 69 Grand St. NYC 10013

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5. May we say publicly that you endorse the use of this Agreement?
✓ YES __ NO

6. Other criticisms, suggestions and remarks:

Lyn Wells painter 69 Grand St. NYC 10013
name profession address

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14 Feb 71

Dear Seth,

In Response to your proposed "Artist's Contract" I'm hard put to speak directly about it. At this time, as you known, my "work" is not "for sale". But, thinking of past experience, if other artists are Any thing like me - Dumb - Suckers for "friendship" - sentimental - - - - then artists need some thing to help them

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at least think about what they're doing when a "work" leaves their "hands".

I don't know if I mentioned it, but Zieglers still owe me thousands of dollars for works "bought" 2 years ago. I let them (the paintings) out of my studio on a trusting friendly handshake at low low prices - I even built the crate for nothing - How's that for stupid?

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Fortunately I have (3
enough documentation to
make a case of it but
still it points up at
least my need in that
situation for some hard
boiled thought in place
of soft sentiment.

The "contract" speaks
to my ears with words
of copyright patent etc.
ie words of the Commercial
world of protected ideas and
interests. That is the
world we live in,

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As an artist, though in the eyes of some I am and/or have been "good" "original" etc, I'm not sure that any ideas I have or works I make are really my own — these things pass thru me. I am a funnel. Yes we must protect our "interests" to survive — I feel this especially now that OUR child is soon due.

Let's put it this way — if an artist wishes to persue

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(5

Comercial ends then he must do it up Brown or better "Green". If he feels your contract, or one like it, serves these ends (and it seems as though it might) he should use it or its improvement.

Bob Huot

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3. Are there additions you feel should be made?

4. Do you have any public statement to make about the Agreement, its use or implications?

5. May we say publicly that you endorse the use of this Agreement?
X YES __ NO

6. Other criticisms, suggestions and remarks:

CESAR PATERNOSTO painter 248 LAFAYETTE - NYC.

name profession address

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4. Do you have any public statement to make about the Agreement, its use or implications?

5. May we say publicly that you endorse the use of this Agreement?
X YES — NO

6. Other criticisms, suggestions and remarks:

FERNANDO MAZA (name) PAINTER (profession) 248 LAFAYETTE, NY. NY10012. (address)

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its too complicated.

2. Are there any parts of the Agreement form that you would not want to use? Why?

15% "through the dealer" is shit

3. Are there additions you feel should be made?

reproduction rights

4. Do you have any public statement to make about the Agreement, its use or implications?

too much ~~bookkeeping~~ -

5. May we say publicly that you endorse the use of this Agreement? __ YES __ NO

not as it stands

6. Other criticisms, suggestions and remarks:

name	profession	address
Weiner	artist	435 W. Broadway

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1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it? This concept seems to fly in the face of the societal self-analysis that is going on. Governments, the University, the Church, the Parents have proliferated rules and regulations, forms to be filed, requirements to be met. Over protective in one sense, we have sacrificed the freedom that life in America and Western Europe is supposed to be all about.

2. Are there any parts of the Agreement form that you would not want to use? Why? If I make a gift of a work of art to my mother during my life, or to my son as a bequest, the current market value is subject to the rules of the tax laws already. You may impute a commercial motive to me but I deny it. Why should I contract to add another irrelevant burden? For any exhibition I must get the artists permission 120 days in advance!!! Agreeing to exhibit a work is already a great risk, expense, inconvenience - and inevitable wear and tear with actual damage in many cases. The only answer to the burden would be to refuse exhibit.

3. Are there additions you feel should be made?

4. Do you have any public statement to make about the Agreement, its use or implications? It would still further dissuade a collector from buying lesser known artists because of the recordkeeping, permissions and other burdens it imposes. Events of 1970 should convince you how frail that market already is.

5. May we say publicly that you endorse the use of this Agreement?
__ YES XX NO

6. Other criticisms, suggestions and remarks:

John Powers (name) — Lawyer (profession) — 437 Madison Avenue, New York (address)

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I think it is FAR too complicated and too long. Too "fussy" sounding. Why 21 years after artist's (spouse's) death. Why not include heirs too, to be logical? Take 1 step at a time. I'd simply say "formed" to the artist & not mention anything else. Let courts decide on complicated matter →

2. Are there any parts of the Agreement form that you would not want to use? Why?

the 120 day bit is simply unworkable + unreasonable. Something like "at the earliest possible date, but no later than 2 weeks" [illegible] plan is really unworkable, you [illegible] the whole for the part.

3. Are there additions

Maybe there should [illegible] for general [illegible] for more compli[illegible] well known artists.

4. Do you have any publ[illegible]greement, its use or implications?

I like th[illegible] tion upon re-sale. A great id[illegible] a minimum of 15% preceded by "a fair [illegible] proceeds" would be much more fair?

5. May we say publicly that you endorse the use of this Agreement?
X YES __ NO
subject to above suggestions.

6. Other criticisms, suggestions and remarks:

I'm sure there must be a legally acceptable way to avoid 18th Century language and form. Witnesseth etc.

I'm pleased that our grad art students are sponsoring your meeting at NYU. Please accept my comments with the good spirit with which they are sent to you!

Sincerely,

Howard Conant — Head, Div. of Creative Arts + Chmn NYU Art Collection Committee — 80 Wash Sq E NY NY 10003
name — profession — address NYU

THE ASPEN MEADOWS
p. o. box 220
aspen, colorado 81611

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2. Are there any parts of the Agreement form that you would not want to use? Why?

the 120 day bit is simply unworkable + unreasonable. Something like "at the earliest possible date, but no less than 2 weeks" might work. If any part of the plan is really unworkable, you sacrifice the whole for the part.

3. Are there additions you feel should be made?

Maybe there should be a "short form" for general use — and a "long form" for more complicated situations like the sale of works by well known artists.

4. Do you have any public statement to make about the Agreement, its use or implications?

I like the idea, esp. the 15% to artist upon re-sale. A great idea. But why not "a minimum of 15%" preceded by "a fair proportion"? Wouldn't "half" be much more fair?

5. May we say publicly that you endorse the use of this Agreement?

X YES __ NO

subject to above suggestions.

6. Other criticisms, suggestions and remarks:

I'm sure there must be a legally acceptable way to avoid 18th Century language and form. Witnesseth etc.

I'm pleased that our grad art students are sponsoring your meeting at NYU. Please accept my comments with the good spirit with which they are sent to you!

Sincerely,

Howard Conant | Head, Div. of Graphic Arts + Chmn NYU Art Collection Committee | 80 Wash Sq E NY NY 10003

name | profession | address

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I for one would not want (as a collector) to
sign such a complicated and almost impossible
to live up to agreement. 120 days notice — etc.
repro rights (you didn't mention book + magazine
repro rights — but don't. Don't mention
"catalogs", "for public exhibition" etc. It's
just unworkable! Don't lose yourself in!
You're trying too hard. You're not seeing the forest
for the trees!

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BEN HELLER
1071 SIXTH AVENUE
NEW YORK 18, N.Y.

February 9, 1971

Mr. Seth Siegelaub
138 Prince Street
New York, New York 10012

Dear Mr. Siegelaub:

I have your Sales Agreement and rather than answer you within the confines of the questionnaire, I prefer to write you a letter.

My comments should be read understanding that I have suffered through some pretty hard times with a number of artists, have seen them through to good times and now have seen several succeeding generations go through their own headaches. I have much sympathy for the artist's aesthetic problems, life problems and a keen awareness of his financial problems. I, too, feel it would be nice if the artist could participate in his own future but there are, as you well know, many difficulties.

I flinch a little from your fourth "whereas" referring to the expectation of the increase in value. What is to happen, incidentally, if the buyer has a loss rather than a profit? What is the reason for terminating the agreement at the artist's death when so many have families and are concerned about the value of their estate? The real enhancement comes after death (regret it as we may) so why not seek, if you could pull off such an agreement, to extend it: through the life of their living descendents/heirs.

Your proposal does have all kinds of hazards. You apparently restrict this to collectors. What about businesses and public organizations such as schools and the government? You make the Museum free to exhibit a work as it chooses but restrict the collector! I have all kinds of objections to the exhibition clauses. For example, you exclude any more impromptu exhibitions, that is one that is planned with less than five or six months warning. You get into all kinds of problems in Article 7B about the consent of the artist because when you get into "unreasonable" in the art world this is a quagmire. Is Clyfford Still's position reasonable or

name profession address

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unreasonable? Suppose a collector does not want to lend the work because he has had damage experiences and he thinks it is bad for the work; or he has had bad experience with damage to the work and his insurance company has not given him money to cover the loss? What about the cost of carrying the insurance? Is that deducted from the profit? Further, suppose a seller wishes to swap with a specific intent of delaying taxes? He wants to keep the price down and would be penalized by your proposal.

I think it highly unrealistic to expect a collector or business to pay monies to the artist for an increase in value by gift on the basis of a documentation. I further wonder what really will define market value in terms of your agreement. We do know how in certain situations there is every tendency to define the price as higher than it really is - particularly by dealers on behalf of their artist!

The Notice and Warning clause is puzzling to me. Also, I cannot see the seller always able to make the next buyer party to such an agreement particularly if the work has increased in value. The buyer at the higher priced new value has markedly different motivations than the earlier buyer who is often highly involved with the artist and his work. To require the collector to pass on these restrictions maybe too onerous.

May I make a further suggestion to you regarding reproduction. It has been my practice of late whenever possible, and when the need is present, to seek from the publisher a fee for the reproduction of an artist's work. I then have the monies made payable directly to the artist or his estate. Publishers tend to scream, complaining they do the artist good, etc., and I respond that they are in a commercial business. It would seem to me while this is small, in time, it could mount up and often equal or surpass your 15% figure. If artists, collectors and dealers took a common stand here the artist could gain a great deal.

I hope these thoughts are of value to you. If I have more I will send them forward.

Very truly yours,

Ben Heller

bh:dw

name JEANNE SIEGEL profession [illegible] address [illegible] New York City

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No —

2. Are there any parts of the Agreement form that you would not want to

rec'd 4 Feb 71

Mrs. Lionel R. Bauman
33 East 70th Street, New York, N. Y. 10021

Seth Siegelaub
N.Y. NY.

eement, its use

Dear Sir —

I no longer live in N.Y.
and ask that you remove my
name from your mailing list.

greement?
YES __ NO

yours,

L. Bauman

JEANNE SIEGEL Art Critic New York City
name profession address

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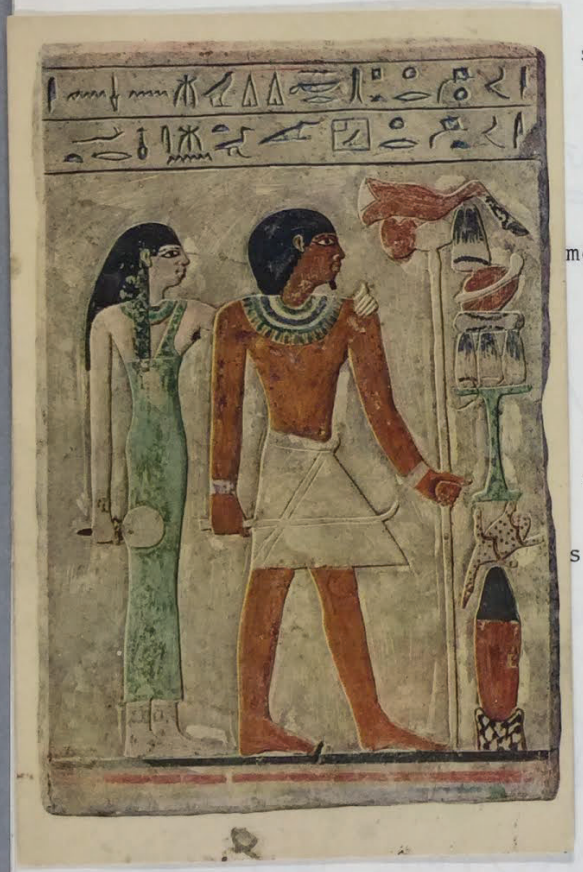
No —

2. Are there any parts of the Agreement form that you would not want to use? Why?

No.



should be made?

ment to make about the Agreement, its use

endorse the use of this Agreement?
✓ YES __ NO

s and remarks:

JEANNO SIEGEL ART CRITIC New YORK CITY
name profession address

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1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it?

No —

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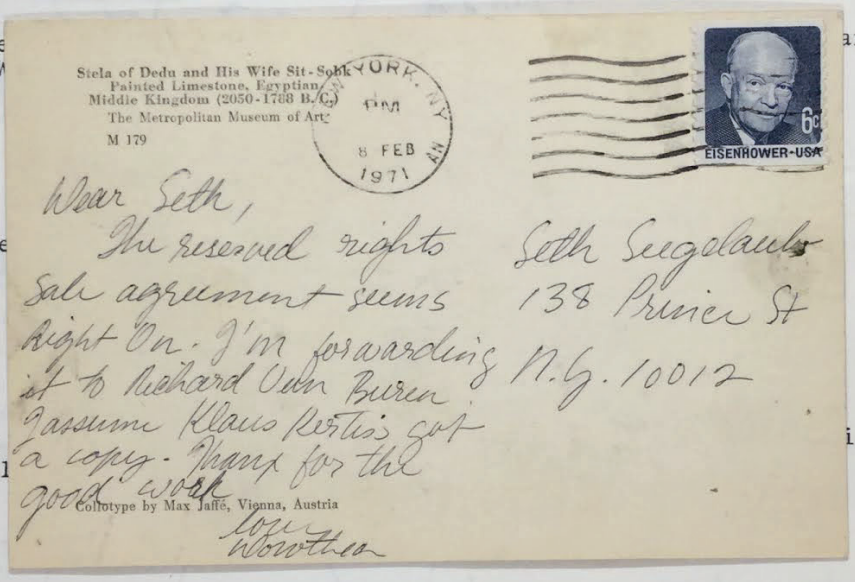

5. May we say publicly that you endorse the use of this Agreement?
✓ YES __ NO

6. Other criticisms, suggestions and remarks:

JEANNO SIEGEL — Art Critic — [redacted] New York City
name — profession — address

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Recd TO Feb 71

ARTIST'S RESERVED RIGHTS SALE AGREEMENT - questionnaire
(Please return by the 15th of February 1971 to Seth Siegelaub, 138 Prince Street, New York 10012. USA)

1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it?

No —

2. Are there any parts of the Agreement form that you would not want to use? Why?

No.

3. Are there additions you feel should be made?

No.

4. Do you have any public statement to make about the Agreement, its use or implications?

5. May we say publicly that you endorse the use of this Agreement?
✓ YES __ NO

6. Other criticisms, suggestions and remarks:

JEANNE SIEGEL Art Critic New York City
name profession address

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1. Study Method of footnoting — and bibliography.

2. Main article of mine — Arts. with Illustrations with no Index. Other other names are fair.

3. I. ~~Proposed~~ pic.

4. Should have discussed colour instead of quoting directly. Naming painting. Not specific enough ~~generally~~

5. Your best point was in the addendum — the comparison of particular forms to other oriental classics. Perhaps — geometric / calligraphic would be appropriate because the calligraphy ~~thing~~ may have an can be drawn from oriental art as well, although I believe Gottlieb denies.

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2/8/71

SETH –

I HAVE NOTHING SPECIFIC TO ADD TO THE AGREEMENT (OR DETRACT, EITHER). AS TO #4 OF QUESTIONNAIRE, PUBLIC STATEMENT IS: "USE IT, AND THINK OF USING IT, IN TERMS OF IT'S USE, NOT IN ~~THE~~ TERMS OF NOW OR THE PAST" #5: YES.

Frazer

P.S. I LIKE THE HOOK IN THE INFORMATION "IT WILL BE VERY CLEAR, IN A FEW SHORT YEARS..."

FRAZER DOUGHERTY / PAINTER / 136 E. 26 10010

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ROBERT RIE
146 TEMPLE STREET
FREDONIA, NEW YORK 14063
TEL: (CODE 716) 672-7242

5 February 1971

Mr. Seth Siegelaub
138 Prince St.
NYC 10012

Dear Mr. Siegelaub:

With great interest I have read the Artist's "eserved Sale Agreement with the information you were good enough to affix. I received the papers yesterday.

My comment to Mr. Robert Projansky's impressive work is, most of all, a word of admiration and applause for his effort and thoroug thinking. It is very definitely a step in the right direction, while -- and here begins my criticism -- it is not yet Droit de Suite and does not offer any control of buyers or resellers. I also would say that you -- both of you? -- appear to be very optimistic as to the honesty of the average dealer or collector. Not even Monroe Price, the rather anti-poor-artist and most definitely anti-Droit-de-sUite professor of law of the U. of California-Berkeley speaks that highly of the two groups mentioned in his article I attacued. It will interest you that a much longer and more thorough paper I authored, but in the vein of my recent publication in the Arts Journal will appear in the UFITA, Munich, -- in German, I am sorry to report.

I stick to my guns, and I still maintain that only registration of a work of art can help its author, -- to be sure: a registration method very much shaped after that of a patent or a trade mark. It should be a"federal case" and the Treasury may even earn some money which Uncle Sam can put to good use.

I regret very much that I shall be unable to attend your meeting on March 8: However, I hope to be in NYC around Easter, and perhaps we could meet or I may be allowed to lecture at your Art Students' Club: my fee is modest, I can assure you. One or two cups of a good Espresso as nice cafés in the Village serve it, would be satisfactory.

I shall take the liberty to send your 8 pages to our Art Department.

You may be interested to learn that there are a few addresses you ought to send your papers to:

Mr. Paul H. Esptein
Att'y-at-Law
300 Park ave.
NYC 10022

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Mr. Daniel W. Millsaps, III
Ed.: Washington Intnerational Arts Letter
115 Fifth St. S.E.
Washington, D.C. 20003

Mrs. Starke Meyer
National Endowment for
the Arts
1800 G St. nw.
Washington, D.C. 20506

Hon. Jacob K. Javits
Senator from New York
Washington, D.C. 20510

Dr. Joseph R. Julin
Dean, University of Florida
Tallahassee, Fla. 32301

A small suggestion: Have the pages of your paper numbered, since that would facilitate quotations, discussions and referrings

Let me hear from you!

Sincerely yours,

Professor

PS. Two foreign addresses may be of importance:

UFITA
Amalienstr. 10
D-8 München 2

Professor Dr. Eugen Ulmer
Max Planck-Institut
Siebertstr. 3
D-8 München 80

both in Germany.

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EUGENE M. SCHWARTZ
1160 PARK AVENUE, P.H.W., NEW YORK, N.Y. 10028

February 4, 1971

Mr. Seth Siegelaub
138 Prince St.
N.Y.C. 10012

Dear Seth:

I have received, and studied, with great interest your ARTISTS RESERVED RIGHTS SALE AGREEMENT, as well as the supplementary material concerning it.

I feel that my reaction to it is too lengthy, if not too complicated, to fit into the form you provided. Therefore, I am using this letter to reply to you instead. I apologize at its beginning for its length.

First of all, I think I should mention in passing what is a most obvious point, but one that is often overlooked in discussions of this type. [redacted] talking about art from an economic perspective is like talking about the Catholic church from the perspective of the wars conducted by the Popes. The perspective is real, it represents events that have occurred in history, many people are completely absorbed by it, but it has no real connection to the vital core of the phenomenon in question.

Nevertheless, since I imagine we both agree that the most important thing about a work of art is the art itself, then we can pass on to the equally real, less important, and far more irritating and controversial subject of economic value and right of ownership.

I believe you are dealing with an existential problem. The artist does sell his work in a one-time transaction, the work often appreciates in economic value after that transaction, and the

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1160 PARK AVENUE, P.H.W., NEW YORK, N.Y. 10028

artist does not share in that appreciation.

Therefore, you are attempting to provide a legal means whereby he can share in that appreciation, should it occur.

I think this is valid, and I agree with the fact that such a problem does exist. But I think that your choice of the dominant metaphor for your contract is mistaken in the context of the realities of the art world, as they exist today, and as they may possibly exist tomorrow.

What you have done, as far as I can see, is take the present transactional-metaphor -- that of purchase -- and simply extrapolated it into the proposed contract. This, I believe, is not correct.

The new contract, to my mind at least, seems to change this transaction from one of purchase to one of investment. This is because, under the old transaction, that of purchase, the artist received no further income from the work in question; nor, however, did he take any risk concerning the fact that the work might go down in value, rather than up. It was, indeed, a straight purchase.

Now, however, under the terms of the new proposed agreement, the artist would benefit from an increase in value in the work, and therefore should be prepared to take a compensating risk in case the value of the work went down at some future date. Thus, the transaction is no longer that of a purchase, but of an investment by the collector in the artist, his career, and the future value of both his reputation and his individual works of art.

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Therefore, I believe that the dominant metaphor of the contract should also be shifted to reflect this reality -- from that of purchase to investment.

Now, such an investment situation in a work of art would reflect, quite closely, an investment situation in any other field of endeavor. The collector would be risking or investing his money in the work of art, and in the artist as well. He would buy the art work, primarily, of course, becuase of his love for it. But, in the economic context, he would also be investing his money with the hope that his work of art would appreciate in value.

However, this might not happen. Both of us can name several artists whose works were quite high-priced in the fifties, and is worth almost nothing -- or certainly a fraction of its previous price -- today. We also know that most prices of contemporary American art have, repeatedly, been called "inflated" by numerous critics and other authorities at this moment.

Therefore, if the artist were to participate in any future increment in value of the work of art, after he had sold it to the collector, he must also be willing to compensate the collector, on a symmetrical basis, should the work of art decline in value.

Now, how could this be done? Certainly, the collector would not wish to receive monies from the artist should the work of art decline in price later on, and should the collector be forced to sell it. Therefore, I think I have devised a way by which the collector could be compensated, should the work of art decline. It is this:

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As an additional provision to your agreement, the artist states that, should the work of art decline in value at the time it is sold, the artist will compensate the collector by applying half the economic loss the collector has suffered, through such decline, to the purchase of a new work of art by the same artist.

In otherwords, if the collector buys a painting from an artist for -- let us say, $10,000 -- and the work of art declines over a 10-year period till it is now worth only $5000, and sold, then the collector could take his $5000, come back to the artist and apply $2500, or half of it, toward the purchase of another painting by the same artist.

Thus, if a turn in his economic fortunes forced the collector to sell the artist's work for whatever he could getfor it, he could still keep half the money for himself, and buy a new work of art from the artist with the other half, so he could keep the artist's work in his collection.

This is the first recommendation I would make to such a contract, to make it more equitable.

But there is a second recommendation, speaking only in the economic sense. And that is the fact that it is a matter of historical record that many collectors, by their willingness to invest in an artist's work when we was still comparatively unknown, and by their willingness to exhibit his work in museums throughout the country, where the work could gain a reputation, have, to some degree at least, contributed to the [redacted] reputation, and therefore the economic value, of this artist's work. I believe that this should also be compensated for in the contract, in this way:

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5

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If a collector has purchased a painting from the artist, and that painting has risen in value, and the collector sells it, then the collector should certainly be willing to transmit the 15% of the increase in value to the artist. But, on the other hand, the artist should acknowledge that the collector was, at least in some small part, responsible for that rise in value. And, therefore, the artist should then allow that collector the full value of the 15% payment to him as a credit, on the artist's share of proceeds from a new painting. In otherwords, if the collector wishes to purchase another work of the artist, a newer work, and therefore keep the number of paintings by the artist at the same level in his collection, even though he sold one of the older works, then the 15% of increase in value which he paid to the artist should be credited to him on a new work by the same artist.

Once again, this would require no payment in cash by the artist to the collector. It would also have the added advantage of enabling the collector to buy a new work of art, at an appreciable discount from what we would have to pay on the market at that time. It would again stimulate the sale of the works, and therefore be of benefit to all concerned. And I believe it would be quite fair to the collector who loved the artist's work, and who may wish to keep abreast of newer, and less expensive examples of it, at the same time that he may wish, or be forced to dispose of some of the more valuable older examples.

These, then, are the two recommendations that I would make on the contract, pursuant to the fact that its basic metaphor of <u>purchase</u> is no longer correct, but must be transformed to one of <u>investment.</u>

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EUGENE M. SCHWARTZ
1160 PARK AVENUE, P.H.W., NEW YORK, N.Y. 10028

6

One other recommendation: I do not agree at all with your clause that an artist must have absolute veto power over an entire exhibit in which his work is shown. I believe a study of art history, especially the recen tpast, will show that some artists may, on occasion, be unfair about the lists of such exhibitions, and therefore should not have the final veto power on them. I think it would be much fairer for the collector simply to allow the artist, at the time of purchase of the work of art, to indicate whether he would like to have it shown. If the artist would not, then the collector would buy the work with the foreknowledge that he could not show it at a future date -- with the exception, of course, of the artist's [illegible] it once every three years, as per your contract.

However, if the artist gave the collector the right to show the work of art, then I think he should allow it to be shown at the discretion of the collector, or of the museum curator who requests it.

But this is personal bias. And I realize it might not be widespread.

One last point: I believe that your idea of assembling a [illegible] for the works of art is an excellent one. I applaud it. I do not,however, think that it must be confused with the other terms of your contract.

Best regards,

Gene Schwartz

Gene Schwartz

EMS/kk

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ARTIST'S RESERVED RIGHTS SALE AGREEMENT - questionnaire
(Please return by the 15th of February 1971 to Seth Siegelaub, 138 Prince Street, New York 10012. USA)

1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it?
the agreement is correct, in terms of justice and in the sense of being like royalties in other fields. However, it will apply only to those who are selling well, and there is room to re-sale. Timid buyers of unimportant artists will tend to be afraid of it.

2. Are there any parts of the Agreement form that you would not want to use? Why?
the label with the word Notice + Warning perhaps is a bit strong. Notice, yes, but warning, I think too much.
(I'm thinking of past buyers of my work)

3. Are there additions you feel should be made? no

4. Do you have any public statement to make about the Agreement, its use or implications?

5. May we say publicly that you endorse the use of this Agreement?
__ YES ✓ __ NO

6. Other criticisms, suggestions and remarks:
I think dealers will have to be re-assured why they do not have to use the Agreement if the artist does not want it. It is so hard for the average non-star to sell, that he will not want an extra obstacle placed in his way. And many buyers still have their little dream of buying Genius at low prices. It is usually a dream only, let 'em have it!

Thelma Schwartz — painter — 161 W. 75 St. apt. 9A, N.Y. 10023
name — profession — address

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Rec'd 6 Feb 71

ARTIST'S RESERVED RIGHTS SALE AGREEMENT - questionnaire

(Please return by the 15th of February 1971 to Seth Siegelaub, 138 Prince Street, New York 10012. USA)

1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it? Dear Seth & Bob - You have stated the case accurately, fairly, and with a clarity that doesn't usually accompany such business. I can only think that the contract is necessary.

2. Are there any parts of the Agreement form that you would not want to use? Why? NO

3. Are there additions you feel should be made? something about the protection of non-transferable art (i.e. permanency of installation as a virtue or is virtue it's own reward?)

4. Do you have any public statement to make about the Agreement, its use or implications? The above + below should be considered as my opinion - public + private.

5. May we say publicly that you endorse the use of this Agreement? ✓ YES __ NO

6. Other criticisms, suggestions and remarks:

But - the various words of praise I have used in describing your proposal represent the gravest threat to it's adoption by museums, collectors, and dealers, who have never been known to respond well towards common sense.

David Novros — painter — 431 Broome St. NYC 10013

name — profession — address

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ARTIST'S RESERVED RIGHTS SALE AGREEMENT - questionnaire

(Please return by the 15th of February 1971 to Seth Siegelaub, 138 Prince Street, New York 10012. USA)

1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it?

1. It does not appear enforceable.

2. Few collectors would ever offer works to be auctioned since Auctions take 20% (+ 15% suggested here) Galleries that survive on resale would also have to ask unreasonable commissions to cover parties concerned.

~~2. Are there any parts of the Agreement form that you would not want to use? Why?~~

SECRET 3. In some instances The artist may suggest a work be sold for CASH for obvious advantage to those who prefer not to PAY WAR TAXES in which event an invoice may not occur (heh! heh heh) and no record of a sale price is recorded.

~~3. Are there additions you feel should be made?~~

4. How do you find Harry Malkowitz of Paramus New Jersey who sold you a collage of a goldfish in 1952 and has since moved to Joplin, Missouri without telling a soul, and who subsequently got famous for his goldfish imagery without benefit of a dealer in order to pay him his 15% on your profit of $83.16. at a B'nai Brith Auction in Maspeth

4. Do you have any public statement to make about the Agreement, its use or implications?

Excelsior!

5. May we say publicly that you endorse the use of this Agreement?

X YES __ NO

6. Other criticisms, suggestions and remarks:

1. Where do you paste The Notice + Warning sticker on a Robert Morris Felt hanging; a CALIFORNIA transparent sculpture.
2. How do you prevent Andy Warhol from making a million dollars on The Notice + Warning sticker as a poster.
3. Is Andrew Wyeth + The Keene Family included in all This.
4. What do you do about The Gertrude Stein Gallery?
5. Lots of collectors dont want The Dealer or ARTIST to know They sold Their paintings which is inscribed "With Love + Affection forever, Pablo." Therefore The Transfer form is uncomfortable + will be avoided

IVAN C. KARP | Gambler | 465 W. B'WAY N.Y.C.

name | profession | address

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Ivan Karp
OK Harris
469 W. Broadway
New York 10012

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ACTIONS

MEMO –

1/8/71

TO Seth:

RICHARD NADELMAN
COUNSELLOR AT LAW
369 LEXINGTON AVENUE
NEW YORK, NEW YORK 10017
212 MO 1 - 1746

I have enclosed the Law Review Article plus an additional item which may be of interest to you.

Sincerely,

Rick Nadelman

(2 Draft - sent P-card thank you.

FIXING NOTICE?
EDITIONS: SCULPT-GRAPHICS EDITIONS
MUSEUM BUYS
INSTALLATION
IMPOUNDING SELECTION

ALEX STARKEM
name

SCULPTOR
profession

BOX 529
CANAL STAT
NYC 10013
226-1869
address

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ARTIST'S RESERVED RIGHTS SALE AGREEMENT - questionnaire

(Please return by the 15th of February 1971 to Seth Siegelaub, 138 Prince Street, New York 10012. USA)

1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it? IF A COLLECTOR GIVES WORK TO A MUSEUM AT 'FAIR MARKET VALUE' THEN (WHILE HE WOULD RECEIVE INCOME TAX CREDIT), HE WOULD HAVE TO GIVE CASH TO ARTIST. THIS COULD IMPEDE SUCH 'GIFTS'.
WOULD THE FAILURE OF 'ARTIST'S AGENT' UNDER CLAUSE 6 (TO PROVIDE A PROVENANCE) INVALIDATE THE WHOLE CONTRACT)

2. Are there any parts of the Agreement form that you would not want to use? Why? THERE IS NO WAY TO ATTACH NOTICE + WARNING TO MY WORK - THE CONCEPT OF SEPARATE DOCUMENTATION SEEMS SUBJECT TO LOSS ETC. IS THERE ANY WAY TO MAKE AN IRON CLAD AGREEMENT WITH THE THIRD PARTY (2ND PURCHASER) WITHOUT SUCH NOTICE + WARNING

3. Are there additions you feel should be made? 1) IF WORK IS PURCHASED AS PART OF SAY A PERMANENT MUSEUM COLLECTION OR FOR PERMANENT PUBLIC DISPLAY (OUTDOOR SCULPTURE) THEN TITLE TO WORK REVERTS TO ARTIST IF SUCH CONDITION OF PERMANENCY IS VOLUNTARILY CHANGED BY OWNER. 2) IN THE CASE OF ANY PROPOSED PUBLIC INSTALLATION OF MORE THAN TEMPORARY DURATION - THEN ARTIST'S APPROVAL OF SUCH EXHIBITION IS CONTINGENT ON APPROVAL OF HAVING ARRANGEMENTS

4. Do you have any public statement to make about the Agreement, its use or implications? ANYTHING THAT I HAVE SAID TO BOB PHOTANSICK, OR IN MY NOTE TO YOU OR ON THIS FORM COULD BE USED.

5. May we say publicly that you endorse the use of this Agreement?
✓ YES __ NO

6. Other criticisms, suggestions and remarks: WOULD THIS AGREEMENT BE USED FOR EACH OF 100 TRANSACTIONS INVOLVING THE SALE OF AN EDITION OF 100 GRAPHICS OR SCULPTURE?

FIXING NOTICE?
EDITIONS? SCULPT—GRAPHICS EDITIONS
MUSEUM BITS
INSTALLATION
INFORM THEY COLLECTOR

ALEX STARKEY (name) SCULPTOR (profession) BOX 529 CANAL STAT NYC 10013 (address) 226-1869

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The Museum of Modern Art
11 West 53 Street, New York, N.Y. 10019 Tel. 956-6100 Cable: Modernart

NO. 19
FOR RELEASE:
JANUARY 29, 1971

MOMA'S RESTAURANT ON VIEW AT THE MUSEUM OF MODERN ART RESTAURANT

MOMA'S RESTAURANT, an exhibition of works by seven artists, will be in view in the Mem-

ALEX STARICEY
P.O. BOX 529
CANAL STAT
NYC 10013
226-1869

SETH

I THINK WHAT YOU AND BOBBY HAVE DONE IS GREAT AND LONG OVERDUE.

AS A CONCRETE THING (RATHER THAN MORE BITCHING ABOUT CONDITIONS EVERY BODY DEPLORES) I THINK IT WILL BE A FIRST STEP TOWARDS CONCRETE THINGS IN OTHER AREAS (ARTIST TAXATION/SUBSIDY ETC.)

I HAD HOPED THAT I MIGHT BE ONE OF THE FIRST TO SELL A WORK UNDER THIS CONTRACT — BUT I FEAR THAT THE PROMISED PURCHASE (BY A HIGH MEMBER OF THE STAFF AT MOMA) WON'T GO THROUGH. I HOPE THAT IT DOES HAVE SOMETHING TO DO WITH THE LENGTH OF HIS WALL + NOT WITH THE CONTRACT. BUT I FEAR THERE MAY BE SOME OF THIS FOR A WHILE.

THE CARD NEXT TO MY PIECE IN THE

* * * *

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MOMA RESTAURANT SAYS 'SALE UNDER MODEL ARTIST'S AGREEMENT' IS THAT TERMINOLOGY O.K.

wider public with the Art Lending Service.

* *

Further information and photographs available from Elizabeth Shaw, Director, Department of Public Information, The Museum of Modern Art, 11 W. 53 St., New York, NY 10019. Telephone: (212) 956-7501; 7298.

* *

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The Museum of Modern Art
11 West 53 Street, New York, N.Y. 10019 Tel. 956-6100 Cable: Modernart

NO. 19
FOR RELEASE:
JANUARY 29, 1971

MOMA'S RESTAURANT ON VIEW AT THE MUSEUM OF MODERN ART RESTAURANT

MOMA'S RESTAURANT, an exhibition of works by seven artists, will be in view in the Members' Penthouse at The Museum of Modern Art from January 26 through February. Presented as part of the Museum's Art Lending Service Program, the exhibition was organized by Assistant Curator of Painting and Sculpture, Pierre Apraxine, who is in charge of the Museum's Art Lending and Art Advisory Services. For the duration of the show, the Members' Penthouse will be open to the public every afternoon from 3:00 to 5:30 pm.

MOMA'S RESTAURANT is (in one sense) a unique exhibition. Each artist was given one wall of the Penthouse to use as he wished. His only restriction was that he had to consider the utilitarian purposes of the space, which is a restaurant. According to Mr. Apraxine, "decoration" is not the intention of the exhibition. "By material or theme, the works are undecorative; and, divorced from a studio or gallery atmosphere, they are presented in an every-day situation, confronting the viewer during his routine, even if enjoyable, activities of eating and drinking. The intention of the exhibition is, therefore, to give life to a portion of space ... in a very different way."

The seven artists included in this exhibition are Alice Adams, Jennifer Bartlett, Lynda Benglis, Benjamin Jones, Jeffrey Lew, Douglas Sanderson and Alex Starkey. They have used such diverse materials as wood lath and latex, enamel paint on steel plates, fiberglass, rope, ebony and water.

The works in the show are available for sale and rental to Museum Members. MOMA'S RESTAURANT is the third in a continuing series of sales exhibitions planned to acquaint a wider public with the Art Lending Service.

* *

Further information and photographs available from Elizabeth Shaw, Director, Department of Public Information, The Museum of Modern Art, 11 W. 53 St., New York, NY 10019. Telephone: (212) 956-7501; 7298.

* *

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Siegelaub	I.A.99

The Museum of Modern Art
11 West 53 Street, New York, N.Y. 10019 Tel. 956-6100 Cable: Modernart

NO. 19(A)
FOR RELEASE:
JANUARY 29, 1971

BIOGRAPHICAL NOTES - MOMA's RESTAURANT

Alice Adams was born in New York City in 1940. She received her BFA from Columbia University, and has taught at Manhattanville College and at California State College in Los Angeles. She has exhibited at the Riverside Museum, New York, at the Victoria and Albert Museum, London, and at Fischabach and OK Harris galleries in New York.

Jennifer Bartlett was born in Long Beach, California in 1941. She was educated at Mills College and received her MFA from Yale University.

Lynda Benglis was born in Lake Charles, Louisiana in 1941, and received her BFA from Newcomb College in 1964. She has received the Yale-Norfolk Scholarship and the Max Beckman (Brooklyn Museum) Scholarship. She has exhibited at Paula Cooper Gallery, New York, Bykert Gallery, New York, Finch College Museum and was represented in the Whitney Annual, 1969, and "Prospect 69," Dusseldorf, Germany.

Benjamin Jones, born in Paterson, New Jersey in 1942, was educated at Paterson State College, the New York School of Visual Arts and attended graduate school at New York University and Pratt Institute. He has exhibited works at the Nordness Gallery, New York, Riverside Museum, New York, the Studio Museum, Harlem, the Boston Museum of Fine Arts and the Newark Museum. He is currently teaching at Jersey City State College, Jersey City, New Jersey.

Jeffrey Lew was born in New York City in 1946. Educated at the High School of Art and Design, New York, the National Academy of Design, New York and the Boston Museum School, he received the Sudam award for sculpture in 1965. He has exhibited at the Indianapolis Museum of Art and had a one-man show at OK Harris, New York, in 1970.

Douglas Sanderson, who was born in Cleveland, Ohio in 1942, was educated at Carnegie Mellon University, where he took his BFA in graphic arts in 1964. He has exhibited at Ithaca College Museum of Art and at the Paula Cooper Gallery, New York, and held a one-man show at the Whitney Museum Art Resource Center.

Alexander Greene Starkey, born in Manhattan in 1940, attended the Choate School and graduated from Williams College. He attended the New School and Educational Alliance and received his MA from the State University of New York at Albany, where he worked as a teaching assistant to Richard Stankiewicz. He has exhibited at the Reese Palley Gallery, New York, OK Harris Gallery, New York, SUNY at Albany, and at Fairleigh Dickinson University, Rutherford, New Jersey, where he is currently teaching sculpture, drawing and art history.

* * * * * * * * *

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EUGENIA BUTLER 615 N. LA CIENEGA BLVD. LOS ANGELES, CA. 90069 (213) 652-26

DECEMBER 31, 1970

SETH SIEGELAUB,
138 PRINCE STREET,
NEW YORK, 10012
N.Y.

DEAR SETH: THANK YOU FOR YOUR LETTER - THE GALLERY IS NOT ONLY CONTINUING, BUT FLOURISHING.....AND SO IS THE DIRECTOR.

REGARDING YOUR REQUEST, I HAVE WRITTEN AN ARTICLE WHICH IS BEING PUBLISHED ON THIS.....SO THAT THE INFORMATION WILL BE THERE FOR EVERYONE.

THANK YOU ANYWAY, AND HAVE A GOOD 1971.

EUGENIA Eugenia

telephone, if the mood strikes you.

Would this be O.K?

Thanks,

SETH SIEGELAUB, 21 December 1970, New York.

PS: Best for a good season.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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138 Prince Street, New York 10012, USA. Telephone: 212- 925 2113

Ms. Eugenia Butler
533 South Rimpau Boulevard
Los Angeles, California 90005

Dear Eugenia,

How are you and Jim and the Family? I had heard that you had breast cancer - I hope that it has been contained and that you are alright and active. Do you plan to continue the galllery?

As you may know, I have retired from actively organizing in the fun-filled-world-of-Art, having come to the realization that quality (and my promotion of my specific idea of quality) is not what art is about for me any more. One of my remaining tangential interests in art is a concern for the general improvement of all artists- regardless of color, object-ness or place of origin- in their attempt to control the environment in which their work is shown..-.. particularly economic.

I expect to be spending a certain amount of time lecturing and talking generally to the art community about the possible ways I think the artist can improve his situation.

A REQUEST:

I recall a conversation with you about 1½ years ago in which you described a bill of sale, written by Jim, for Ed Keinholz, for a piece he sold to the Museum at the University of California at Berkeley. I recall your mentioning that the conditions of sale included the retention of a 15% interest in the work, by Keinholz, after the Museum bought it. I would like to know if it would be possible to ask Jim if I could get a copy (or the form of the contract) to show to and propose to all the New York dealers and artists, and perhaps get them to use it.

This is but a part of my "total political" trip I am presently on about.

I would like to talk to you all when you are in New York, or by telephone, if the mood strikes you.

Would this be O.K?

Thanks,

SETH SIEGELAUB, 21 December 1970, New York.

PS: Best for a good season.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Siegelaub	I.A.99

January 27, 1972

Mr. Seth Siegelaub
Box 350
New York, N.Y. 10013

Dear Sir:

The December 1971 issue of the American Artist magazine describes in its "Footnotes" column a form for "The Artist's Reserved Rights Transfer abd Sales Agreement" which you have prepared.

It is my understanding that a copy is available free from you and I have accordingly enclosed a self-addressed stamped envelope. I will be very grateful of you will send one of these to me at your earliest convenience.

Yours very truly,

A. J. Richardson

A. J. Richardson
1938 Bancroft
Missoula, Montana 59801

1 encl.

29Jan72 - Self Xpostr

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Siegelaub	I.A.99

JAN 12, 72

Dear Mr. Siegelaub.

810 East Sahara 734-8962 Las Vegas, Nev.

Mr. Seth Siegelaub
Box 300
New York, New York 10013

Dear Mr. Siegelaub:

Please send a copy of
"The Artists Reserved Rights
Transfer and Sales Agreement"
I have an Art School and
Gallery and would like to know
how to protect our Paintings

Sincerely
Cindy Smith
Co-Owner

19 Jan 72 -
mailed K-poster

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19 Jan

studio workshop gallery

PPO N.Y. 09524

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Siegelaub	I.A.99

JAN 12, 72

Dear Mr. Siegelaub,

I would like to obtain a copy of the contract mentioned in the December issue of American Artist.

Thanking you in advance.

Sincerely

19 Jan 72 - mailed k yesterday

Phillip J. Sparacino
AFSOUTH BOX 102
FPO N.Y. 09524

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	Siegelaub	I.A.99

AR

January 13, 1972

Mr. Seth Siegelaub
Box 350
New York, New York 10013

Dear Mr. Siegelaub:

Would you please send me a copy of "~~The~~ Artists Reserved Rights Transfer and Sales Agreement."

Sincerely,

Carlton W. Gutman

Carlton W. Gutman
201 West Magnetic
Marquette, Michigan 49855

19 Jan 72
mailed K-postcard

MRS.

My
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19 Ja

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Denver, Colorado 80227

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	Siegelaub	I.A.99

"STILL LIFE" by C.W. Gutman

The Ec-Operative Press

MRS. GERHARD C. F. MI

Dear Mr. Si

My husband is
to see a copy
artists right
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which you sai
examination.

We will ap
this agreemen

19 Jan 72 - ma

19 Jan 72

mailed K-poster

Denver, Colorado 80227

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	Siegelaub	I.A.99

AR

January 9, 1972

Mr. Seth Siegelaub
Post Office Box 350
New York. New York 10013

Dear Mr. Siegelaub:

receiving a copy of
ed Rights Transfer and
ntioned in the December
ARTIST.

nped. addressed envelope
e. Thank you.

19 Jan 72 -
mailed K-poster

rt

Denver, Colorado 80227

MRS. GERHARD C. F. MILLER N. Bay Shore Rd., Route 1 Sturgeon Bay, Wis. 54235

Dear Mr. Siegelaub:

My husband is an artist and we are very anxious to see a copy of your contract which protects the artists rights in a sales agreement, which was talked about in the December American Artist, and which you said you would be glad to send for our examination.

We will appreciate very much a chance to look this agreement over and will return it promptly.

19 Jan 72 - mailed K-poster

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HR

January 9, 1972

Mr. Seth Siegelaub
Post Office Box 350
New [illegible] New York 10012

Dear

I wou

"The

Sale

issue

MRS. GERHARD C. F. MILLER N. Bay Shore Rd., Route 1 Sturgeon Bay, Wis. 54235

HR

Dear Mr. Siegelaub:

My husband is an artist and we are very anxious to see a copy of your contract which protects the artists rights in a sales agreement, which was talked about in the December American Artist, and which you said you would be glad to send for our examination.

We will appreciate very much a chance to look this agreement over and will return it promptly.

19 Jan 72 - mailed K-poster

Enclosed is a stamped, addressed envelope for your convenience. Thank you.

Very truly yours.

19 Jan 72 -
mailed K-poster

M.L. Coleman
2675 South Yukon Court
Denver, Colorado 80227

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AR

January 9, 1972

Mr. Seth Siegelaub
Post Office Box 350
New Iork New Ihrk 10013

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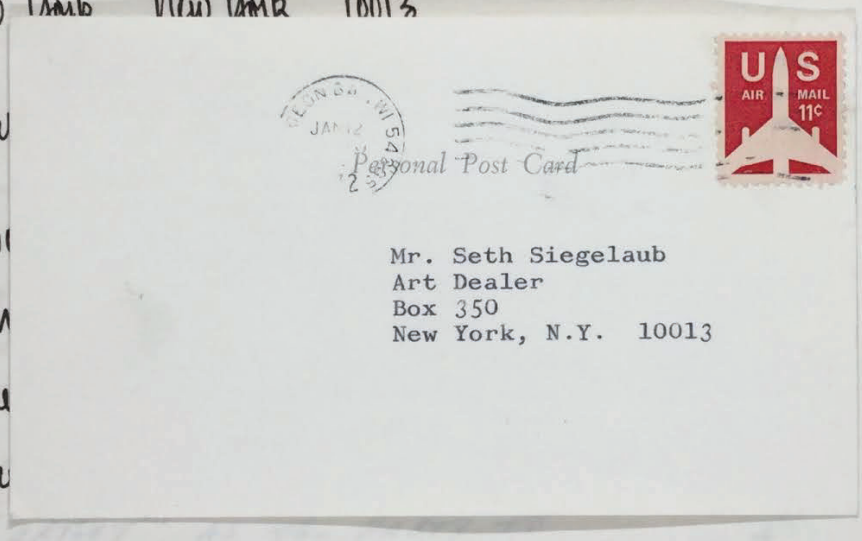

Enclosed is a stamped, addressed envelope for your convenience. Thank you.

Very truly yours.

19 Jan 72 -
mailed K-poster

M.L. Coleman
2675 South Yukon Court
Denver, Colorado 80227

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AR

January 9, 1972

Mr. Seth Siegelaub
Post Office Box 350
New York. New York 10013

Dear

I woul

"The

Sale (

issue

AR

jan. 11, 71

dear mr. Siegelaub

please send me information on securing the contracts that I read about in American Artist.

I'm sure my collectors would like this. Sincerely

T 154 loma alta drive
H oceanside
E california
O 92054

19 Jan 72 - mailed K-poster

Enclosed is a stamped, addressed envelope for your convenience. Thank you.

Very truly yours.

19 Jan 72 - mailed K-poster

M.L. Coleman
2675 South Yukon Court
Denver, Colorado 80227

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AR

January 9, 1972

Mr. Seth Siegelaub
Post Office Box 350
New York, New York 10013

Dear Mr. Siegelaub:

I would appreciate receiving a copy of "The Artist's Reserved Rights Transfer and Sale Agreement" mentioned in the December issue of AMERICAN ARTIST.

Enclosed is a stamped, addressed envelope for your convenience. Thank you.

Very truly yours.

19 Jan 72 - mailed K-poster

M.L. Coleman
2675 South Yukon Court
Denver, Colorado 80227

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Wolf Track Studio

JAN. 4/72

Seth Siegelaub
Box 350
New York, City 10013

Dear Mr. Siegelaub,

Would you please
send me a copy of your
recently developed form for
fine artists "The Artist's
Reserved Rights Transfer and
Sales Agreement"
Your name was given in the
December issue of "American
Artist" as the party to
contact for same.

Sincerely,
Ronald G. Lacki
36 Pleasant St.
Bridgeport, Conn. 06608

19 Jan 72
mailed K-poster

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Wolf Track Studio
153 East 1st North
Replura, Idaho

301 W. Blackhawk Dr.
Clarendon Hills, Ill.

Gentlemen:

Please send a copy of "The Artist's Reserved Rights Transfer and Sale Agreement", as per article contained in Dec. '71 "American Artist".

Thank You.

James J. Bauff

19 Jan 72.
mailed Xc-poster

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Julia M. Connor

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Wolf Track Studio
153 East 1st North
Replung, Idaho
83440
Dec. 31, 1971

Seth Siegelaub
Box 350
New York. N.Y.
10013

Dear Mr. Siegelaub;

I have read with great interest in the December American Artist about your "The Artists' Reserved Rights Transfer and Sales Agreement."

Would you please send a copy of same? Have had a lot of trouble with previous unauthorized use of my work and am most eager to do all possible to see it does not happen again.

Thank you.

Sincerely,

Julia H. Conton

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MARION T. AYERS

The News Tribune
FORT PIERCE, FLORIDA

A FREEDOM NEWSPAPER

713 North Pulaski Street,
Baltimore, Maryland 21217,
29th December 1971

19 Jan 72 -
mailed K-poster

Mr. Seth Siegelaub,
New York, N.Y. 10013

Dear Sir,

pertaining to
e Sale Agreement.
rmation pertaining

ely,
ger Mason

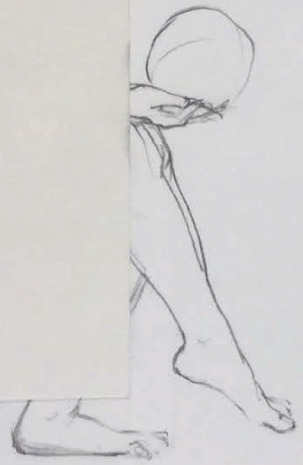
Ayers
ntic Bch Blvd
e, Florida

Jan 3 '72

Please send copy of 'the Artists Reserved Rights Transfer + Sale Agreement' to:

C. Reid Ripley
803 Sioux San Dr.
Rapid City, S. Dak.
57701

19 Jan 72 -
mailed K-poster



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The News Tribune
FORT PIERCE, FLORIDA

MARION T. AYERS

A FREEDOM NEWSPAPER

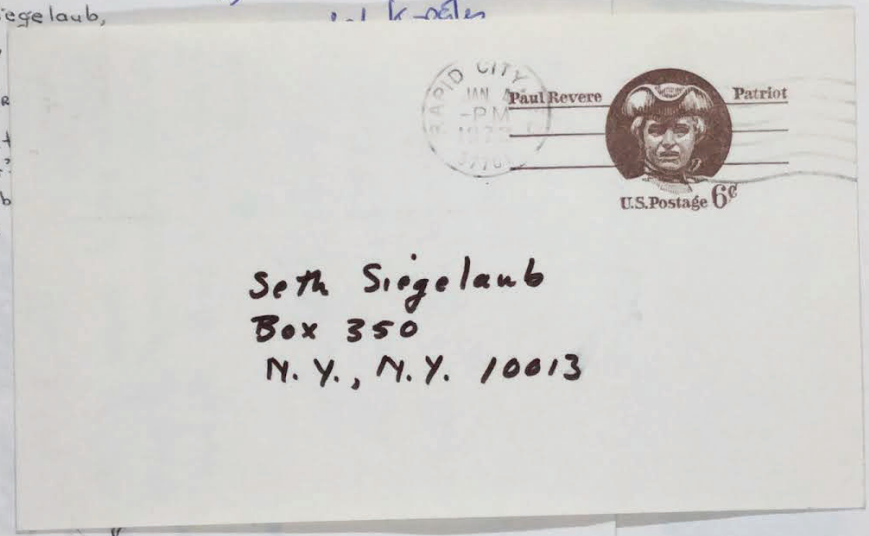
713 North Pulaski Street,
Baltimore, Maryland 21217,
29th December 1971

19 Jan 72 -

Mr. Seth Siegelaub,
New York,

Dear Sir

I am int
"The Artist"
If possib
to same



Seth Siegelaub
Box 350
N.Y., N.Y. 10013

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DJR

The News Tribune
FORT PIERCE, FLORIDA

MARION T AYERS

A FREEDOM NEWSPAPER

713 North Pulaski Street,
Baltimore, Maryland 21217,
29th December 1971

AR

19 Jan 72 -
mailed k-posters

Mr. Seth Siegelaub,
New York, N.Y. 10013

Dear Sir,

I am interested in the Contract pertaining to "The Artist's Reserved Rights Transfer & Sale Agreement. If possible, please to forward information pertaining to same. Thank you.

Sincerely,
Roger Mason

Ayers
ntic Bch Blvd
e, Florida

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DJR

The News Tribune
FORT PIERCE, FLORIDA

MARION T AYERS

A FREEDOM NEWSPAPER

December 31, 1971

Mrs. Bruce Erickson — 2809 W. St. Anne, Rapid City, S. D. 57701

DE

PLEASE SEND ME A COPY OF "THE ARTIST'S RESERVED RIGHTS TRANSFER & SALE AGREEMENT" - IF THERE'S A CHARGE, I'LL BE HAPPY TO REMIT. (OR SEN COPY C.O.D.) MANY THANKS.

Helen Mitchell Erickson

19 Jan 72 -
mailed k-poster

(9 Dec
mailed k-poster

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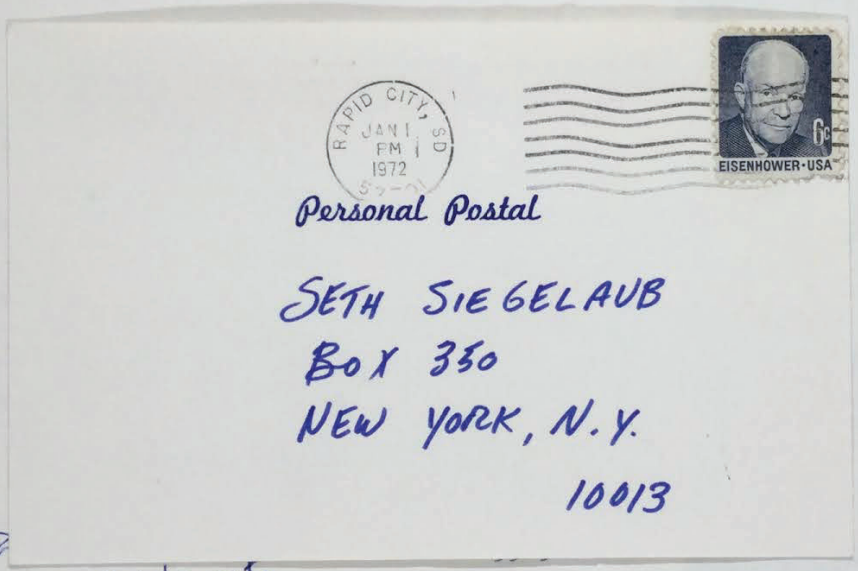
BR

MARION T AYERS

The News Tribune
FORT PIERCE, FLORIDA

December 31, 1971



Personal Postal

SETH SIEGELAUB
BOX 330
NEW YORK, N.Y.
10013

(9 D
mailed to-pstr

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BR

MARION T AYERS

The News Tribune
FORT PIERCE, FLORIDA

December 31, 1971

Mr. Seth Siegelaub
Box 350
New York, N. Y.

Dear Mr. Siegelaub:

The December 1971, American Artist, contained an item concerning "The Artist's Reserved Rights Transfer and Sales Agreement".

I would appreciate receiving a copy of this contract.

Sincerely

Marion T. Ayers

Marion T. Ayers
2415 Atlantic Bch Blvd
Fort Pierce, Florida
33450

CB Dec 72
mailed to poster

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J. DAVID MARKS
P. O. BOX 4336
HAMDEN, CONN. 06514

December 31, 1971

Seth Siegelaub
Box 350
New York NY 10013

Dear sir:

Please send me a free copy of the proposed artist's contract, as mentioned in AMERICAN ARTIST.

Thank you for your attention to this request.

Sincerely,

J. David Marks

3217

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	Siegelaub	I.A.99

Dec 20, 1971
Apt 10

251-55 42nd Ave.
Little Neck, N.Y. 11363
December 16, 1971

Seth Siegelaub
Box 350
N.Y. N.Y. 10013

Dear Mr. Siegelaub,

On behalf of the Long Island Artists' Alliance, please send me a copy (or a few copies) of "Ten Artist's Reserved Rights Transfer + Sale Agreement" as mentioned in American Artist, December 1971.

Thank you,

(Mrs.) Bruni Costanzo

(Vice President, L.I.A.A. at North Shore Comm. Arts Center, Great Neck, N.Y.)

30 Dec 71 -
Sent Kposter

San Antonio, Texas
78217

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Dec 20, 1971
Apt 10
520 Beacon St.
Boston, Mass.
02215

Dear Sir;

In the December issue of American Artist there was an article on "The Artist's Reserved Rights Transfer and Sale Agreement" contract, which stated that a copy it could be obtained from you. Would you please send me a copy of this contract?

Thank you very much.

Yours,
Louise Laplante

30 Dec 71 -
Sent K-pstr

San Antonio, Texas
78217

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5317 McVicker
Chi Ill 60630

NR

Sirs -
Please send me a copy
of the contract covered
in Dec "American Artist" -

Thanks You -

John A. Andersen

30 Dec 71 -
Sent Kpostr

San Antonio, Texas
78217

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James E. Bama
Wapiti, Wyoming
82450

Dec. 27, 1971

Would greatly appreciate a copy of the contract mentioned in American Artist Magazine several months ago. Am sick a big NY Gallery + have no written agreement.

Sincerely
Jim Bama

Self-addressed envelope enclosed, if needed.

30 Dec 71
Sent K-poster

San Antonio, Texas
78217

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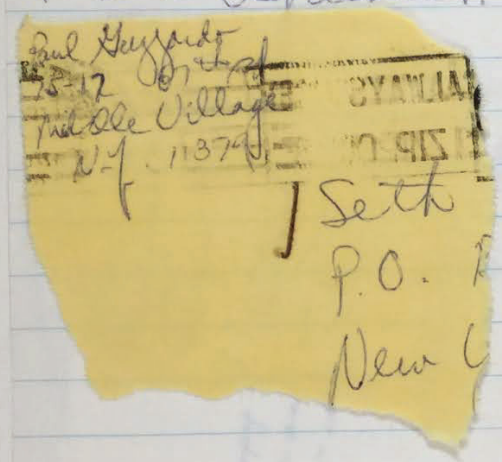
The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Siegelaub	I.A.99

12/16/71

Dear Seth,
Please send me a copy of the Artists Reserved Rights Transfer + Sale Agreement. Thank you
Yours truly
Paul Gregorio



30 Dec 71—
Sent Xpost

San Antonio, Texas
78217

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15 December 71

AR

Mr. Seth Siegelaub -
Box 350

AR

14 Beacon Road
Presque Isle, Me.
04769
December 14, 1971

Dear Sir

Please send me a copy of "The Artist's Reserved Rights Transfer and Sale Agreement," discussed in the December issue of American Artist.

Thank You,
Thomas A. Tripi

30 Dec 71 -
Sent K-poster

Thank you for your help.

Sincerely,

Condra West

8610 Norwich Dr.
San Antonio, Texas
78217

30 Dec 71 -
Sent K-poster

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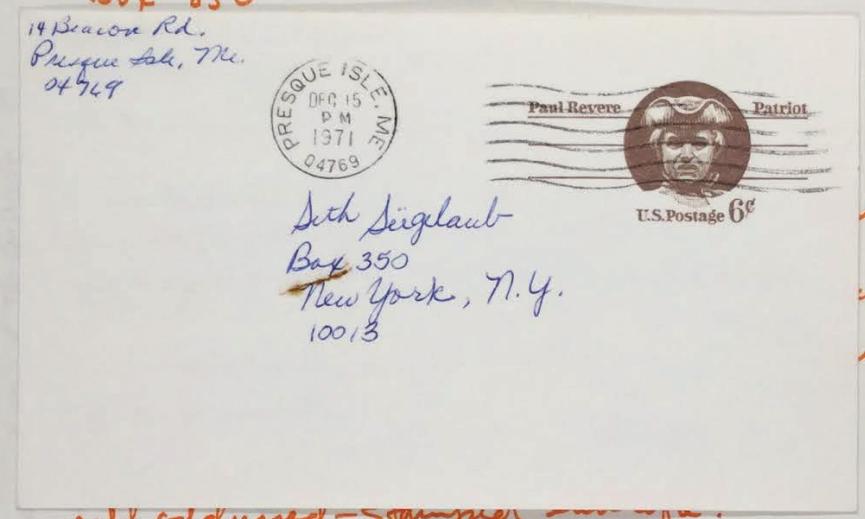
15 December 71

NR

Mr. Seth Siegelaub -

Box 350



self addressed - stamped [illegible]

Thank you for your help.

Sincerely,

E Condon West

8610 Norwich DR.
San Antonio, Texas
78217

30 Dec 71 -
Sent K-poster

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	Siegelaub	I.A.99

15 December 71

NR

Mr. Seth Siegelaub -
Box 350
NY NY 10013

Dear Mr. Siegelaub -

I would be most appreciative to receive your "The Artist's Reserved Rights Transfer and Sale Agreement" described in "American Artist" - Dec issue. Enclosed is a self addressed-stamped envelope.

Thank you for your help.

Sincerely,

Condon West

8610 Norwich DR.
San Antonio, Texas
78217

30 Dec 71 -
Sent K-poster

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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Donald T. Hendricks

~~GALLERY AND SCULPTURE WORKSHOP 226 N. Y. AVENUE, HUNTINGTON, N. Y. 11743 TEL. 421-3377~~

P.O. BOX 10 BAYSHORE N.Y. 11706 TEL 661 6463

Seth Siegelaub
P.O. Box 350
[illegible]

Dear

AR

Please send me a copy of the contracts mentioned in an article in American Artist pg 8 column 1.

Thank You
Jim Nance Jr.
1114 Prospect Pl.
Brklyn NY 11213

30 Dec 71 -
Sent K-poster

Sincerely
Donald T. Hendricks

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	Siegelaub	I.A.99

Donald T. Hendricks

~~GALLERY AND SCULPTURE WORKSHOP 226 N. Y. AVENUE, HUNTINGTON, N. Y. 11743 — TEL. 421-3377~~

P.O. BOX 10 BAYSHORE N.Y. 11706 TEL 661 6463

Seth Siegelaub
P.O. Box 350

Paul Revere Patriot

U.S. Postage 6¢

Seth Siegelaub
Box 350
NY NY 10013

30 Dec 71 -
Sent Kyoster

Sincerely
Donald T. Hendricks

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Donald T. Hendricks

~~GALLERY AND SCULPTURE WORKSHOP 226 N. Y. AVENUE, HUNTINGTON, N. Y. 11743 TEL 421-3377~~

P.O. BOX 10 BAYSHORE N.Y. 11706 TEL 661 6463

Seth Siegelaub
P.O. Box 350
N.Y. 10013

Dear Mr Siegelaub:

I am interested in obtaining and using the "ARTISTS RESERVED RIGHTS TRANSFER & SALE AGREEMENT"

Can I purchase copies of same from you?

30 Dec 71 -
Sent Kopester

Sincerely

Donald T. Hendricks

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SENTINEL RANCH · SAN PATRICIO · NEW MEXICO 88348

21 December 1971

Dear Sir:

We note in the December issue of American Artist that you have developed "The Artist's Reserved Rights Transfer and Sale Agreement", and that a copy may be obtained by writing to you.

Peter Hurd would like very much to examine this contract with a view toward possible use.

Thank you very much.

Sincerely,

Walt Robinson

Walt Robinson
Business Manager

Mr. Seth Siegelaub
P O Box 350
New York, New York 10013

28 Dec 71 -
Sent Xpost

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Dec. 12, 1971

FR

Dear Sir,

While reading American Artist I became aware of the form called "The Artist's Reserved Rights Transfer & Sale Agreement"

This has been something which should be invaluable to all artists.

I am enclosing a self addressed and stamped envelope and would appreciate receiving a copy at your earliest convenience.

Thank You

Sgt. Hugh D. Moorhouse
110 Oak Rim Ct. Apt 38
Los Gatos, Calif.
95030

21 Dec 71
Sent 4 poster

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, Mi. 49001
9, 1971

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J. OSHER
1172 GREEN ST.
S.F., CA 94109

MR SIEGLAUB,

COULD YOU PLEASE SEND ME A COPY OF "THE ARTIST'S RESERVED RIGHTS TRANSFER AND SALE AGREEMENT."

THANK YOU,

James Osher

21 Dec 71

Sent Kyoto

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9, 1971

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Art Co-op

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Please send me your free copy of The Artist's Reserved Rights Transfer and Sale Agreement.

TO:

Cheryl D. Roark
13160 W. Outer Drive #307
Detroit, Mi
48223

21 Dec 71.
Sent K-poster

205 E. Vine
Kalamazoo, Mi. 49001
December 9, 1971

...mazoo Artist's Co-op are very interested
...nd would appreciate any information
...ntract that you could spare.

Yours,

Mike F. Mitch
Co-ordinator
Kalamazoo Art Co-op

Sent K-poster

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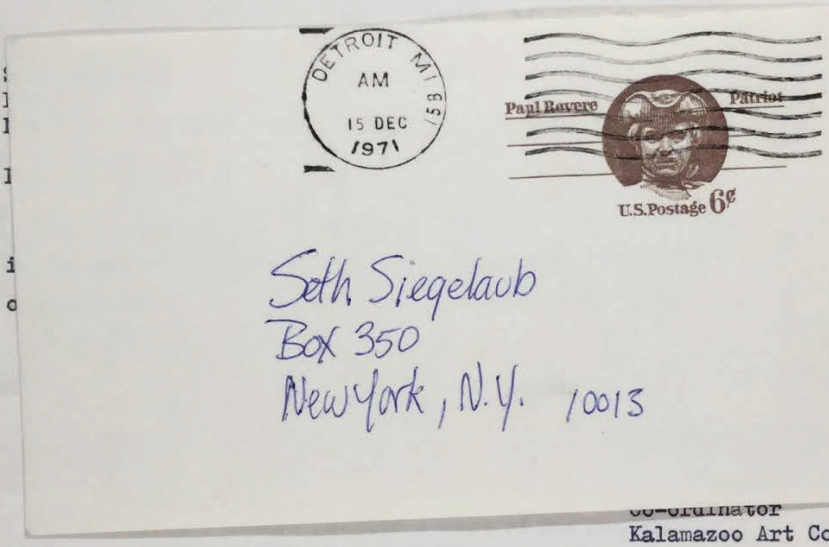
205 E. Vine
Kalamazoo, Mi. 49001
December 9, 1971



Seth Siegelaub
Box 350
New York, N.Y. 10013

Co-ordinator
Kalamazoo Art Co-op

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205 E. Vine
Kalamazoo, Mi. 49001
December 9, 1971

Seth Sigeland
Box 350
New York, New York 10013

Dear Mr. Sigeland,

The members of the Kalamazoo Artist's Co-op are very interested in the artist's contract and would appreciate any information on, and copies of, this contract that you could spare.

I await your reply.

Yours,

Mike F. Mitch
Co-ordinator
Kalamazoo Art Co-op

13 Dec 71 —

Sent K-post

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Miss Nancy Fortunato
c/o Mrs. Nancy Anstedt
249 N. Marion St.
Palatine, Ill. 60067

December 6, 1971

Mr. Seth Siegelaub
Bpx 350
New York, New York 10013

Dear Mr. Siegelaub:

I have just read your insert in the December issue of American Artist on sales protection, work registry and artist insurance.

May I please receive a copy of the contract at your earliest convenience.

Thank You

Nancy Fortunato Anstedt

Nancy Fortunato Anstedt

10 Dec 71-
Sent K gate

Rec 6/971

me a free
forms, That
ank you.
Sincerly,
M. Gerald Johnson
R-2
St. Johns, Mich
48879

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NR. [9 Dec 71] October 18 '71

Rec 6/1971

Seth Siegelaub
Box 350
N.Y., N.Y. 10013

Monday December 6, 1971

Dear Sir:
Would you please send me a free copy of the contract form; or forms, that are available for artists. Thank you.

Sincerely,
Mr. Gerald Johnson
R-2
St. Johns, Mich
48879

10 Dec 71
Dear truly,
Get K-pster

421 Irvington Ave
Elizabeth, New Jersey
07208

10 Dec 71 -
Get K-pster

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NR. 10 Dec. 71 October 18 '71

GEORGE ANDREAS ARVAY

Monday December 6, 1971

Mr. Seth Siegelaub
Box, 350
New York, N.Y.

Dear Sir;

Please send me your contract form, "The Artists Reserved Rights Transfer and Sale Agreement" as offered in the current issue of American Artist. Thank you.

Yours truly,

George A. Arvay

421 Irvington Ave
Elizabeth, New Jersey
07208

10 Dec 71 -
Sent K-pster

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9 Dec 71
Seth Kpatr

October 18 '71
7E.1 — N.M.C.

Seth Siegelaub —

Hi. I just heard the tail end of an interview with you on WBAI in which there was mention of a contract made between artists and buyers of their work. It interested me and I would like to have a copy if possible. I'm about to show in New York for the first time (at Jacob Student Center on Nov. 16, '71) and want to relate in a good way to any

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potential buyer. If you have anything printed on this subject I'd appreciate your sending it to me. If there is any cost involved that's cool too.

Malcolm

One you could phone me
673-3245

Malcolm Braun
7 E. 1 St.
NY 10003

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Charles Tucker
ARTIST MURALIST
8456 West 4th Street 653-5081
Los Angeles, California 90048

Dec - 2 - 1971

Seth Siegelaub
Box 350 N.Y. N.Y. 10013

Dear Sir -
I would like a copy of
"THE ARTIST'S RESERVED RIGHTS
TRANSFER AND SALES AGREEMENT"
see in Dec issue of "American Artist"
Enclosed self addressed Envelope.

Thanks

Charles Tucker

3 Dec 71
Sent 4 page

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TO: MR. Se
Box
New Y

WR

12/1/71

tab

DEAR SIR,

WOULD YOU PLEASE SEND TO ME A COPY(S) OF THE Artist's RESERVED RIGHTS, TRANSFER AND SALE AGREEMENT. MANY OF THE ARTISTS IN THE AREA HAVE NOT HEARD MUCH ABOUT IT, BUT HAVE EXPRESSED INTEREST.

MY ADDRESS IS AS FOLLOWS:

DAVID MARS RENKA
9011 JEANNETTE PLACE Apt B
NEW ORLEANS, LA 70118

SINCERELY,
DAVID M. RENKA

7 Dec 71 -
sent K poster

7 Dec

Se

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TO: MR. SETH SIEGELAUB
Box 350
NEW YORK, NEW YORK

306 L St.
Utah

AR

AR John Goodyear 7 Dec 71
R.D. 1
Lebanon, N.J. 08833

Sent AR - 8 Dec 71

New York, N. York 10013

Dear Sir;
Please send me a copy of "The Artists' Reserved Rights Transfer and Sale Agreement."
Thank you,
B. Rosenberger
Rt. 1 Box 193
Fort Sumner, N.M. 88119

7 Dec

Sent K. poster

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TO: MR. SETH SIEGELAUB
BOX 350
NEW YORK, NEW YORK

306 L St.
Utah

HR

Dear Mr. Siegelaub,

I would appreciate it if you or the School of Visual Arts would send me four of the agreement forms that you have produced. If this is not possible please tell me how I can obtain copies. Thank You!

Darnell C. Mitchell
18 East 17th St
New York N.Y. 10003

Sent K-post
7 Dec 71

New York, N. York 10013

Dear Sir;

Please send me a copy of "The Artists' Reserved Rights Transfer and Sale Agreement."

Thank you,
B. Rosenberger
Rt. 1 Box 173
Fort Sumner, N.M. 88119

7 Dec

Sent K. post

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TO: MR. SETH SIEGELAUB
BOX 350
NEW YORK, NEW YORK

306 L St.
Salt Lake City, Utah

DARNELL C MITCHELL
400 CENTRAL PARK W
NEW YORK, N.Y.
10025

NEW YORK, N.Y. PM 6 DEC 1971

Paul Revere — Patriot

U.S. Postage 6¢

Mr. Seth Segelebaub
P.O. Box 350
New York, N.Y.
10013

Box 350
New York, N. York 10013

Dear Sir;
Please send me a copy of "The Artists' Reserved Rights Transfer and Sale Agreement."

Thank you,
B. Rosenberger
Rt. 1 Box 193
Fort Sumner, N.M. 88119

7 Dec

Sent K. post

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TO: Mr. Se
Box
New

Utah

7 Dec 71 -
Sent k-poster

B. Rosenberger
Route 1, Box 173
Fort Sumner, N. Mex
88119
Dec. 5, 1971

Seth Siegelaub
Box 350
New York, N. York 10013
Dear Sir;
Please send me a copy of "The Artists' Reserved Rights Transfer and Sale Agreement."
Thank you,
B. Rosenberger
Rt. 1 Box 173
Fort Sumner, N.M. 88119

UTAH 84105

7 Dec 71 -

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TO: MR. SETH

BOX 35

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7 Dec 71 -

Sent K. poster

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TO: MR. SETH SIEGELAUB
BOX 350
NEW YORK, NEW YORK
10013

306 L St.
Salt Lake City, Utah
84103

Dec. 2 1971

DEAR MR. SIEGELAUB,

I'M INTERESTED IN OBTAINING A COPY OF THE CONTRACT DESCRIBED IN DECEMBER AMERICAN ARTIST.

I'VE ENCLOSED A ENVELOPE FOR YOUR USE, IT WOULD SEEM THAT ANY TIME SOMETHING IS OFFERED FREE FOR THE SENDING IT ENDS UP BEING FREE TO EVERYONE EXCEPT THE PERSON MAKING THE OFFER.

THANK YOU FOR YOUR EFFORTS.

SINCERELY.

K S MATZ

K.S. MATZ
306 L St.
SALT LAKE CITY
UTAH 84103

7 Dec 71 -

Sent K. poster

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Constantine KERMES

981 Landis Valley Road Lancaster, Pennsylvania 17601 Telephone 717-569-0780

December 3, 1971

Mr. Seth Seigelaub
Box 350 N.Y.C.

Dear Mr. Seigelaub:

Please send me a sample copy of the contract form "Artists Reserved Rights Transfer and Sales Agreement" as described in the current issue of "American Artist" magazine.

Thank you.

Sincerely yours,

Constantine Kermes

P.S. Stamped Adressed Envelope Enclosed

7 Dec 71
Sent K-poster

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LoCouse

Linda Couse Kearns

3643 Betty Ann Court
Lake Park, Fla. 33403
305 844-1072

Dear Mr. Siegelaub—

Please send me a copy of your Reserved Rights Agreement Form. I'm enclosing a stamped self-addressed envelope.

Kearns

Y Dec 71—

Sat k posts

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Gentlemen:

Please send a copy of "Artists Reserved Rights Transfer and Sales Agreement" to

Doris Bedell
Rt 2 Box 677A
Roseburg, Ore. 97470

Thank you -.
Doris Bedell

4 Dec 71 -
Sent k-post