

The Archipenko Foundation

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EXAMINATION AGREEMENT

This Examination Agreement (the "Agreement"), when completed by you ("You"), the owner of the work referenced below (the "Work"), and executed by both You and the Archipenko Foundation Inc. (the "Foundation"), shall form our agreement with respect to the matters set forth herein.

OBJECT Tell us about the work of art

Title

Date (conception, execution)

Dimensions

Material(s)

Patina color

Cast number and/or other identifying mark or insignia

Conservation/condition

Do you have photo documentation?

CURRENT OWNER Tell us about yourself

Name, Affiliation

Acquisition Date

Address, telephone, fax, email

Inventory number

Please indicate title, date and material of any other Archipenko works you have or have had in your collection. Please make copies of this form for each additional work.

PROVENANCE Tell us how you acquired the work

Source of acquisition (gallery, auction house, collector)
Please provide name, address, phone, fax, email

Date acquired

Previous owner(s) address, telephone, fax, email

Exhibition history

Publication history

Do you have any historical documentation of this work? Please list any documents, and, if possible, attach photocopies of documents.

1. Incorporation of Questionnaire Responses. The information You have set forth above in response to the questionnaire forms part of this Agreement and is incorporated herein.

2. Submission for Examination.

- (a) You hereby submit the above-referenced Work to the Foundation for possible inclusion in the Alexander Archipenko online Catalogue Raisonné published by the Foundation (the "Catalogue Raisonné").
- (b) You acknowledge and agree that the Foundation may consult experts of any nature, conduct such tests and undertake any other action as it deems necessary or desirable in connection with its examination of the Work in its sole and absolute discretion at your expense, payment for which shall be promptly made to the Foundation by You when invoiced. You further acknowledge and agree that the Foundation may publish and retain records of results of any tests or expert findings obtained from any such examination(s) of the Works, for any and all purposes that the Foundation deems appropriate in its sole and absolute discretion.
- (c) The Foundation will review the Work at its sole and absolute discretion. Your submission of the Work to the Foundation for examination is not an assurance that

the Work will be included in the Catalogue Raisonné. The Foundation may in its sole and absolute discretion refuse for any reason whatsoever not to include such Work in the Catalogue Raisonné. The Foundation's review of the Work is not intended and shall not be construed as a warranty or an authentication of any kind. The Foundation expressly disclaims any liability whatsoever to You or anyone else for any reason related to its conduct, activities, and determination pursuant to this Agreement.

- (d) If the Foundation decides to include the Work in the Catalogue Raisonné, the Foundation will notify You in writing of the registration number. The Foundation will publish photograph(s) of the Work in the Catalogue Raisonné together with its registration number.
- (e) You acknowledge that the Foundation may respond to any third-party requests for information about the Work in its sole and absolute discretion. The Foundation shall have the right to treat any opinions on or findings about the Work as public information and provide information about the Work at any time to any person or entity for any reason.
- (f) The Foundation expressly reserves the right to withdraw, edit, or amend its opinion and/or findings with respect to the Work at any time and accordingly, any Work accepted for inclusion in the Catalogue Raisonné may be withdrawn from the Catalogue Raisonné without any liability of the Foundation.

3. Risk of Loss; Insurance. You shall bear the risk of loss or damage to the Work at all times while it is in the Foundation's possession, custody, or control, and while in transit to and from You to the Foundation. You acknowledge and agree that the Foundation will not provide any insurance coverage for the Work, and shall not be liable whatsoever for any loss or damage to the Work, whether occurring while in transit to or from the Foundation or while in its possession, custody, or control regardless of the reason for the loss or damage. The Foundation has no legal or financial responsibility whatsoever for damage or loss due to any tests made or actions taken either by or on behalf of the Foundation in relation to the examination of the Work.

4. Expenses. You shall pay the following expenses in connection with the examination of the Work hereunder: (i) the expense of crating, packing, and shipping the Work to the Foundation, (ii) the expense of crating, packing, and shipping the Work back to You upon the completion of the examination of the Work, (iii) the expense of any fine-art insurance You wish to maintain for the Work, and (iv) the expense of any fees for any tests or expert consultations as set forth in Paragraph 2 above.

5. Representations and Warranties. You represent and warrant to the Foundation that: (a) all information supplied by You herein is true, accurate, and complete, (b) no relevant information concerning the Work has been withheld, (c) You are the sole owner of the Work free and clear of any claims, liens, or encumbrances of any third party, and (d) You are authorized to enter into this Agreement and perform its terms.

6. Covenant Not to Sue. You agree to refrain and forbear forever from commencing, instituting, prosecuting, or directly or indirectly participating in, or filing any claim for damages, injunctive relief, breach of contract, breach of warranty, and/or any other cause of action of any kind against the Foundation or any of its current or former directors, officers, employees, or agents (collectively, the "Archipenko Parties") in connection with the Work, the Catalogue Raisonné, any opinions rendered by the Foundation, the failure to render any opinion, or this Agreement.

7. Indemnification. You shall indemnify and hold harmless the Archipenko Parties for all out-of-pocket costs and expenses incurred by any of the Archipenko Parties (including without limitation the payment of reasonable fees and expenses of counsel) in connection with the breach or alleged breach of any of your representations, warranties, or covenants herein.

8. No Assignment; Binding. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, as applicable. You may not assign or transfer this Agreement or any of your

rights or obligations hereunder; The Foundation may assign this Agreement, provided that its assignee agrees to be bound by the terms hereof.

9. No Third-Party Reliance. This Agreement is not made for the benefit of any third parties, to whom no rights or remedies are granted hereunder.

10. Governing Law; Jurisdiction. This Agreement shall be governed by, construed, and interpreted under the laws of the State of New York, without giving effect to conflict of laws principles. Any and all disputes, claims, or controversies arising out of or relating to this Agreement, the transaction contemplated herein and all matters relating to it shall be heard exclusively in the United States District Court for the Northern District of New York or the Supreme Court of the State of New York, Ulster County.

11. Entire Agreement; Modification. This Agreement constitutes the entire agreement between You and the Foundation with respect to the subject matter hereof, supersedes all prior agreements and understandings, written or oral, with respect to the subject matter hereof and is made without reliance on any statement or representation not contained herein, the making of any such statements or representations being specifically denied.

12. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

13. No Waiver. Waiver of any breach shall not be deemed to be a waiver of any other breach of the same or of any other provision hereof.

14. Notice. Any notice sent to the Foundation hereunder shall be sent by e-mail to administration@archipenko.org. The Foundation shall send any notices directed to You to the e-mail address You provide herein.

Very truly yours,

By: _____
The Archipenko Foundation Inc.

AGREED TO AND ACCEPTED BY:
