

SUBMISSION FORM

The Joan Mitchell Catalogue Raisonné, LLC (the “Project”) was established to prepare and publish a catalogue raisonné of the works of Joan Mitchell (the “Catalogue”). The Project is pleased to review the paintings by Joan Mitchell that you own for potential inclusion in the Catalogue, subject to the conditions of this letter. Please read the conditions to submission closely before signing and returning this letter. Thank you for your time, interest and cooperation.

Your submission of your painting (the “Painting”) to the Project for possible inclusion in the Catalogue is subject to the following conditions:

1. You acknowledge and agree that submission of the Painting does not guarantee its inclusion in the Catalogue.
2. You agree to provide to the Project the information and items required by this letter to the best of your ability. You represent and warrant that you are the actual owner of the Painting, that you have sole title to the Painting and right to its possession, and that all information you provide to the Project is accurate to the best of your knowledge.
3. The Project agrees in its sole discretion to consider the Painting for inclusion in the Catalogue. The Project will inform you whether or not the Painting will be included in the Catalogue after such research and consideration as it shall deem necessary. There is not a set time from for this decision making process.
4. You understand and agree that neither the Project nor any individual associated with the Project, including but not limited to members of the Project’s Review Committee, writers, researchers, advisors, consultants, and all individuals and entities providing any funding for the Project, (together, the “Project”), warrants or guarantees the correctness of the Project’s decision. You therefore release and discharge the Project from and against any and all claims, liabilities, losses and damages, and all related costs and expenses, including reasonable attorneys’ fees, arising out of or based on the submission of the Painting, or resulting from any decision rendered by the Project concerning the Painting.
5. You agree to defend, indemnify, and hold harmless the Project from and against any and all claims, liabilities, losses and damages, and all related costs and expenses, including reasonable attorneys’ fees, arising out of, based on, or resulting from any claims asserted by you or by any third party relating to the submission of the Painting, or any decision rendered by the Project concerning the Painting.
6. You authorize the Project to make and retain photographs or other copies of the Painting and to publish such images of the Painting in connection with the activities of the Project. The Project acknowledges that it will accommodate the terms of rights and reproduction agreements administered by public institutions. If you own the copyright in the Painting, then you grant the Project an irrevocable non-exclusive, royalty-free license to publish photographs of the Painting in connection with the activities of the Project.
7. The Project’s opinions regarding inclusion in the Catalogue are subject to change. Although not obligated to do so, the Project may notify you that its decision has changed. If you receive a letter with an updated decision about the inclusion of your Painting, you agree to return the previous letter to the Project. You agree that you will not misrepresent to anyone the Project’s decision, and that you will use reasonable efforts to advise any purchaser or any subsequent owner of the Painting of any changes in the Project’s decision.
8. You agree that any decision of the Project to include the Painting in the Catalogue may not be interpreted as a warranty or guarantee as to either the authenticity or the provenance of the Painting, and may not be relied upon as such by you or by a future owner or purchaser of the Painting. You also agree that no legal or equitable action may be taken in connection with any letter or decision of the Project.
9. The Project agrees not to include your name in the Catalogue without your prior written permission, or to disclose your name to any third party except as required by law. Any confidential information provided by you

JOAN MITCHELL

Catalogue Raisonné

will be held in confidence, and the Project will take reasonable precautions to prevent its unauthorized disclosure, access, or use.

10. The terms of this letter shall be binding upon you, the Project, and the heirs, successors, and assigns of you and of the Project, each of whom (a) agrees that any and all disputes arising under or related to this letter or the submission of the Painting shall be governed by and construed in accordance with the laws of the State of New York, without regard to applicable choice of law or conflicts of law rules, (b) waives any right to trial by jury in any proceeding pertaining to this letter or the submission of the Painting, and (c) consents to the jurisdiction of the courts of the State of New York or the United States District Court for the Southern District of New York, located in Manhattan, to the exclusion of all other courts and or any other venue in any such proceeding.
11. The terms of this letter constitute the entire agreement between you and the Project as to its subject matter. No waiver or amendment of this letter is valid unless it is in writing and signed by you and the Project.

Please sign below to acknowledge that you have read and agree to comply with the requirements and terms of this letter and further agree that this letter governs the submission to the Project of this and any other works that you own.

Signature: _____ Date: _____

Name: _____

Accepted and Agreed:

Signature: _____ Date: _____

Suzi Villiger, Project Manager, Joan Mitchell Catalogue Raisonné

Work of Art

Title: _____

Date: _____

Medium (e.g., oil; oil and ink; oil and graphite): _____

Support (e.g., canvas; panel; board; paper): _____

Dimensions unframed: Height _____ Width _____

Is the Work signed and/or dated? Yes No

 If yes, how and where?

Are there any other markings on the FRONT of the work?:

Are there any inscriptions, markings or labels on the REVERSE of the work?:

Provenance

From whom did you acquire this work (e.g. inheritance, gallery or auction)?:

Date of acquisition: _____

Are you able to provide us with a copy of the original sales invoice? Yes No

Exhibition History

Publication History

Photography

We kindly ask if you are able to supply a reproduction quality image of the FRONT of your painting. This can be in the form of a transparency or digital tiff file of 35 MB or higher. If you wish, we will return all original photography to you. We also ask that you provide images of the REVERSE of your painting (including details of inscriptions, markings and labels), although these can be taken with a personal camera.

Are you able to include a reproduction quality image of the FRONT of your painting at this time?

Yes No

What is the photographer's credit line for this image?

Are you able to include a reference image of the REVERSE of your painting at this time?

Yes No

Current Owner

Submission form must be signed by the owner on Page 2. Contact information provided below is for the purposes of correspondence with the Joan Mitchell Catalogue Raisonné staff, and it will not be shared with anyone outside of the Project or Joan Mitchell Foundation.

Name: _____

Address: _____

City: _____

State: _____ Zipcode: _____ Country: _____

Telephone number: _____ Fax number: _____

Email: _____

Credit Line

Please let us know how you would like to be credited as the owner of this work in the final publication (eg. "Collection John Doe, New York" or "Private collection")
