

GEORGE RICKEY CATALOGUE RAISONNÉ PROJECT

Submission Agreement

The George Rickey Foundation is currently preparing a catalogue raisonné of the sculptural output by George Rickey, which will be published digitally (the "Project"). To submit an artwork that you own and believe to have been created by George Rickey, please review and return this form. If you have any questions, please email us at catalogue@georgerickey.org.

By submitting your work for possible inclusion in the catalogue raisonné, you agree to the following Terms and Conditions.

1. You understand and agree that submission of the artwork does not guarantee its inclusion or publication in the catalogue raisonné.
2. You represent and warrant that you are the owner of the artwork described in this form; that you possess sole title to the work, and that all the information and supplementary material you provide to the George Rickey Foundation is accurate and complete, to the best of your knowledge.
3. You acknowledge and agree that neither the George Rickey Foundation nor its individual members authenticate, appraise, or provide valuation of George Rickey works. You agree that any decision to include or not include the artwork in the catalogue raisonné may not be interpreted as a warranty or guarantee as to either authenticity or provenance of the work. The George Rickey Foundation has sole discretion over whether or not to include a work in the catalogue raisonné; may choose to remove or add the work to the catalogue raisonné at a later date; and is under no obligation to explain its decision or give you the opportunity to review our decision. There is no set time frame for this decision-making process.
4. You release and discharge the Foundation, its members, officers, employees, consultants, writers, contractors, researchers, and all individuals and entities providing any funding for the Project (collectively, the "Project Releasees") from any and all "claims," defined as any and all claims, causes of actions, suits, rights, demands, debts, liabilities, losses, damages, costs, or expenses, including attorneys' fees and disbursements, whether at law or in equity, arising out of or in connection with the submission of the artwork to the George Rickey Foundation or any decision rendered by the Foundation concerning the work. You also agree that no legal or equitable action may be taken in connection with any decision of the Project.

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5. You agree to defend, indemnify, and hold harmless the Project Releasees 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 artwork, or any decision rendered (or any failure to render a decision) by the Foundation concerning the artwork.
6. All materials, including photographs and supplementary documentation, submitted by you to the George Rickey Foundation in connection with the submitted artwork will be retained as the records of the Catalogue Raisonné Project and will become part of the George Rickey Archive. You grant the George Rickey Foundation a non-exclusive, worldwide, royalty-free license to illustrate the work in the catalogue raisonné or in any promotion or academic articles related thereto, in any media.
7. These terms and conditions shall be binding upon the parties and their successors, heirs, and permitted assigns (including successors in ownership of the work). Any and all disputes arising from the subject matter of this agreement, including but not limited to this form, the artwork, any supplemental submission of information related to same, or any response or failure to respond on the part of the George Rickey Foundation, shall be subjected to the sole jurisdiction of the state and federal courts of New York, without regard to applicable choice of law or conflicts of law rules. Any right to trial by jury in any proceeding pertaining to these terms of the submission of work is waived.
8. You understand and agree to all of these terms, which constitute the entire agreement between you and the George Rickey Foundation as to its subject matter. No amendment of these terms is valid unless it is in writing and signed by you and the Foundation.

Signature:

Date:

Name:

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Artwork Information

Brief description of the work:

Title:

Date:

Medium/ Material(s):

Dimensions (height, width, depth; please also include measurements for any frames, bases, or support and note if they are original):

Signature, and location on work (please write in full or include a detailed image):

Inscriptions, markings, and/or labels, and location(s) on work (please write in full or include a detailed image):

Current condition and/or any known repairs or conservation:

Current owner:

Address:

Phone number:

Email address:

Preferred collection credit (i.e., first and last name(s), married name(s); to remain anonymous, please write "Private Collection"):

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Owner's representative name and contact (if applicable):

Date of acquisition:

Acquisition source:

Provenance (previous owners, dates of purchase):

Exhibition history:

Publication history:

Photography and documentation:

Please include any and all available photographs of the work, including multiple angles/ views (if possible) and other notable details. Please also send any documentation, ephemera, or archival material you have related to the work (correspondence, invoices, bills of sale, auction records, conservation or repair reports, loan requests, etc.).

Return signed agreement and completed form by mail or email to:

George Rickey Foundation
5 Computer Drive West, Suite 100-11
Albany, NY 12205

catalogue@georgerickey.org