

FIGHTING FOR THEIR RIGHTS

THE ARTIST'S RESERVED RIGHTS TRANSFER AND SALE AGREEMENT

The accompanying 3 page Agreement form has been drafted by Bob Projansky, a New York lawyer, after my extensive discussions and correspondence with over 500 artists, dealers, lawyers, collectors, museum people, critics and other concerned people involved in the day-to-day workings of the international art world. The Agreement has been designed to remedy some generally acknowledged inequities in the art world, particularly artists' lack of control over the use of their work and participation in its economics after they no longer own it. The Agreement form has been written with special awareness of the current ordinary practices and economic realities of the art world, particularly its private, cash and informal nature, with careful regard for the interests and motives of all concerned. It is expected to be the standard form for the transfer and sale of all contemporary art, and has been made as fair, simple and useful as possible. It can be used either as presented here or slightly altered to fit your specific situation. If the following information does not answer all your questions consult your attorney.

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Seth Siegelau's "Artist's Contract," a document with continuing relevance in the art world.

“There is no art without you. There is no art world without you. You have given up rights you probably do not know exist. Perhaps you think that you have freedom in your art. But you definitely have no freedom or rights or controls after you make your art,” wrote agitator, curator, and one-time gallery owner **Seth Siegelau** in his appeal to artists in 1970. This would soon become the basis of the “Artist’s Reserved Rights Transfer and Sale Agreement,” otherwise known as the “Artist’s Contract,” drafted in 1971 by Siegelau with the help of a lawyer. It was meant to help artists maintain relative control of their artwork once it was out of their hands and to ensure that they monetarily benefit from any resale. Despite Siegelau’s efforts to advertise and promote its use, only a few artists—most notably **Hans Haacke**—were willing to stake their careers on it.

This month, **Maxwell Graham** is using the contract as the starting point for a group show at his gallery, Essex Street, located on Manhattan’s Lower East Side (though

the gallery is no longer on Essex—it is now on Eldridge Street). “All the works will be on sale, and we will offer the contract for the sale of each work,” Graham said. The show was inspired by his own artists, such as **Cameron Rowland**, who has successfully demanded that some of his art be only for loan, and by “the current state of affairs in the art market” where artists’ voices have been obliterated. It will include a mixture of his artists and more established names, all of whom see their responsibility as extending beyond merely making objects for shows.

With artists eager to speak for themselves, Graham has decided to step in. “The contract is an aid to raise awareness of artists’ rights and reorient the conversation away from the numbers of the art market.” He does not feel that his efforts contradict his role as a dealer. “It’s a way to own up to some of my responsibility,” he says. “What can I do to help challenge the predominant mode of the art world now?” And, he adds, “hopefully it will be a good art show.”

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