

## **AGREEMENT OF ORIGINAL TRANSFER OF WORK OF ART**

Title: My Mother Likes Pop Art Because Pop Art is Colorful  
Date: 1998  
Material: 1 Laminated photographic print on aluminium  
Dimensions:  
Edition: Limited edition, one of three works of these dimensions  
Artist: Halil Altindere  
Value:

Donor: Sami Akbeniz/Dulcinea  
Museum: Proje4L Istanbul Museum of Contemporary Art

The Donor hereby sells to Museum and Museum hereby donates the Work.

Museum covenants that in the event Museum shall not hereafter sell, give, grant, barter, exchange, assign, transfer, convey or alienate the Work in any manner whatsoever.

PROVENANCE. ARTICLE FIVE: Donor hereby covenants that (Donor) (Donor's

The Museum will maintain a file and record of exhibition of the Work. The work will be exhibited with the precise subject line below:

The Museums notices of proposed public exhibitions and will certify in writing said provenance and history and the authenticity of the Work to Museum and his successors in interest, and, at Museum's reasonable request, to critics and scholars.

Donor and Museum mutually covenant that for each exhibition prior to any communication to the exhibitor or the public of Museum's intention to cause or permit the Work to be exhibited to the public. Donor shall forthwith communicate to Museum and the exhibitor any and all advice or requests that he may have regarding the proposed exhibition of the Work, Museum shall not cause or permit the Work to be exhibited to the public except upon compliance with the terms of this article.

Donor and Museum mutually covenant that Donor shall have the right, upon written notice and demand to Museum made not later than 120 days prior to the proposed shipping date therefor, to possession of the Work for a period not to exceed sixty (60) days solely for the purpose of exhibition of the Work to the public at and by a public or non-profit institution, at no expense whatsoever to Museum. Museum shall have the right to satisfactory proof of sufficient insurance and pre-paid transportation or satisfactory proof of financial responsibility therefor. Donor shall have the right to such possession of the Work for one period not to exceed sixty (60) days every five (5) years.

Museum covenants that Museum will not intentionally destroy, damage, alter, modify or change the Work in any way whatsoever.

Museum covenants that in the event of any damage to the Work, Museum shall commence of any repairs or restoration and if practicable Donor shall be given the opportunity to make any required repairs or restoration.

In the event that Museum shall become entitled to any monies as rent or other compensation for the use of the Work at public exhibition, the Museum shall pay a sum equal to one-half of said monies to (Donor).

REPRODUCTION. ARTICLE ELEVEN: Donor hereby reserves all rights whatsoever to produce copies of the Work in the printed or electronic media, Donor shall not unreasonably refuse permission to reproduce the Work in catalogues and the like incidental to public exhibition of the Work.

NON-ASSIGNABILITY. ARTICLE TWELVE: No rights created in the Donor and for the Donor's benefit by the terms of this Agreement shall be assignable by Donor during the Donor's lifetime, except that nothing herein contained shall be construed as a limitation on Donor's rights under any copyright laws to which the Work may be subject.

NOTICE. ARTICLE THIRTEEN: Donor and Museum mutually covenant that there shall be permanently affixed to the Work a NOTICE of the existence of this Agreement and that ownership, transfer, exhibition and reproduction of the Work are subject to the covenants herein, said NOTICE to be in the form of the specimen hereunto annexed and made a part of this Agreement.

TRANSFEREES BOUND. ARTICLE FOURTEEN: In the event the Work shall hereafter be transferred or otherwise alienated from Museum or Museum's estate in any manner whatsoever, any transferee: taking the Work with notice of this Agreement shall in every respect be bound and liable to perform and fulfill each and every covenant herein as if such transferee had duly made and subscribed a properly executed TRANSFER AGREEMENT AND RECORD in accordance with ARTICLE TWO and ARTICLE FIVE herein at the time the Work was transferred to him or her.

EXPIRATION. ARTICLE FIFTEEN: This Agreement and the covenants herein shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all other successors in interest and the Museum's covenants do attach and run with the Work and shall be binding to and until twenty-one (21) years after the deaths of Donor and Donor's surviving spouse, if any, except that the covenants set forth in ARTICLE SIX, ARTICLE SEVEN and ARTICLE NINE herein shall be binding only during the life of the Donor.

WAIVERS NOT CONTINUING. ARTICLE SIXTEEN: Any waiver by either party of any provision of this Agreement, or of any right hereunder, shall not be deemed a continuing waiver and shall not prevent or estop such party from thereafter enforcing such provision or right, and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the

future of any such terms or provisions, but the same shall continue in full force and effect.

AMENDMENT IN WRITING. ARTICLE SEVENTEEN: This Agreement shall not be subject to amendment, modification, or termination, except in writing signed by both parties.

ATTORNEYS' FEES. ARTICLE EIGHTEEN: In the event that either party shall hereafter bring any action upon any default in performance or observance of any covenant herein, the party aggrieved may recover reasonable attorneys' fees in addition to whatever remedies may be available to him or her. IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement as of the day and year first above written,  
NOTICE

Ownership, Transfer, Exhibition and Reproduction of

\_\_\_\_\_  
this Work of Art are subject to covenants set forth in a certain Agreement made the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, and \_\_\_\_\_,

\_\_\_\_\_  
the original of which is on file with \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
(Donor)

\_\_\_\_\_  
(Museum)

#### TRANSFER AGREEMENT AND RECORD

To:

Know ye that \_\_\_\_\_

\_\_\_\_\_ residing at \_\_\_\_\_

has this day transferred all his right, title and interest in that certain Work of art known as:

Title:

Identification #:

Date:

Material:

Dimensions:

Description:

to \_\_\_\_\_ residing at \_\_\_\_\_,

transferee, at the agreed price or value of \_\_\_\_\_.

Transferee, hereby expressly ratifies and affirms all the terms of that certain Agreement made by and between \_\_\_\_\_ and \_\_\_\_\_

on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and agrees to be bound thereby and to perform and fulfill all of Museum's covenants set forth in said agreement.

Done this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_

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