

# MAN RAY EXPERTISE COMMITTEE SAS

## EXAMINATION AGREEMENT

### 1. IDENTITY OF PERSON ENTERING INTO THIS AGREEMENT

Name:

Business name:

VAT number:

Status (delete as applicable): owner / representative of owner

Address:

City:

Postcode:

Country:

Tel:

Email:

### 2. DESCRIPTION OF WORK

Title of work:

Medium / support:

Dimensions in cm (excluding frame or mount for flat works/including base for objects and sculpture):

height:

width:

depth:

Signature and location of signature:

Other inscriptions and relevant information located anywhere on the work (front / reverse / stretcher / backboard), including titles, numbering, stamps, names of makers, printed labels etc. (please provide photographs):

Date acquired by present owner (or family of the present owner):

History of ownership:

Additional information on provenance / history of ownership / auction history (please provide copies of relevant documents):

Other information including exhibition and bibliographical references, previous opinions made by the artist, Juliet Man Ray or any other individuals, including certifications (please provide copies of relevant documents):

Current location of work:

***Any person wishing to request the opinion of the Man Ray Expertise Committee agrees to be bound by the terms of the present Examination Agreement.***

***The present Examination Agreement should be completed, signed and sent by email to [mr@manrayexpertise.com](mailto:mr@manrayexpertise.com) or by post to MAN RAY EXPERTISE COMMITTEE, 9 boulevard de la Tour Maubourg, 75007 Paris, France.***

***Professional high resolution digital photography (jpeg + tiff or equivalent) must be sent by email or third party transfer service for large files. Images of all inscriptions plus the reverse of the sheet for works on paper are also required.***

**MAN RAY EXPERTISE COMMITTEE SAS**

9 Boulevard de la Tour Maubourg

75007 PARIS

[mr@manrayexpertise.com](mailto:mr@manrayexpertise.com)

[manrayexpertise.com](http://manrayexpertise.com)

## MAN RAY EXPERTISE COMMITTEE SAS

1. In submitting the work described above, you agree you are willingly requesting the opinion of the Man Ray Expertise Committee concerning the attribution of the work to Man Ray (1890–1976). The Man Ray Expertise Committee does not provide its opinion on Photographs, Rayographs, and Lithographs (and similar techniques) by or attributed to Man Ray.

2. You confirm you are the legal owner or the owner's representative authorised in writing (and that such authorisation can be provided to the Man Ray Expertise Committee upon request, including confirmation that the legal owner accepts the conditions of the present Examination Agreement and agrees to be bound by them).

3. The present Examination Agreement, once completed and signed by you and the Man Ray Expertise Committee, will constitute your agreement, and in this respect, you confirm that all information provided is accurate and complete to the best of your knowledge.

4. The Examination Agreement must be completed and its conditions complied with in order for the Man Ray Expertise Committee to provide an opinion. In the event the Examination Agreement is not fully completed and its conditions not fully complied with, the Man Ray Expertise Committee is entitled to refuse to provide its opinion.

5. You agree to provide the Man Ray Expertise Committee with the following documents and information: (1) a copy of your identity card or passport (auction houses and incorporated galleries excluded); (2) a complete description of the work (title, medium, details of signatures or other inscriptions, dimensions excluding frame for flat works, including base for objects and sculpture, as well as all known information relating to provenance and ownership history, exhibition and publication history, including all available supporting documentation (e.g. bills of sale); (3) professional-quality high-resolution digital colour images, free of the photographer's copyright, of the front and reverse, and details of any signatures and other inscriptions. You agree that the Man Ray Expertise Committee is entitled to make their own photographs of the work, as necessary. All images and documents provided to, or created by, the Man Ray Expertise Committee may be retained and used for any purpose at its sole discretion, including publication.

6. The Man Ray Expertise Committee will examine the work at its discretion and at a

time of its choosing. At the request of the Man Ray Expertise Committee, you agree to make the work available for examination at a location of its choosing in Paris, or some other location, by mutual agreement. The delivery of the work shall be made by prior arrangement and you agree to undertake at your own cost all necessary arrangements for packing, shipping and insurance of the work, in accordance with the date, time and location indicated by the Man Ray Expertise Committee. Frames and bases may be required to be removed at your cost prior to examination by the Man Ray Expertise Committee.

7. You agree that you will insure the work with the insurance company of your choice and at your own expense during shipping and examination of the work by Man Ray Expertise Committee. The Man Ray Expertise Committee cannot be held liable for any damage to the work arising out of shipping, storage and examination.

8. The Man Ray Expertise Committee will render its opinion to the best of its knowledge at the time of consultation, and based upon the information available at the time of submittal. In this regard, you agree that the opinion of the Man Ray Expertise Committee is independent and unbiased and made to the best of its knowledge at the time of consultation, based upon the information available at the time of submittal.

9. You agree that the opinion of the Man Ray Expertise Committee may either (1) confirm that it is of the opinion that the work is authentic and can be attributed to Man Ray (1890–1976); (2) confirm that it is of the opinion that the work is not authentic and cannot be attributed to Man Ray; or (3) confirm that it is unable to provide an opinion regarding the attribution of the work to Man Ray. You agree that the Man Ray Expertise Committee may at any time in the future, and at its sole discretion, revise its opinion regarding the attribution of the work to Man Ray (1890–1976).

10. If the Man Ray Expertise Committee confirms the attribution of the work to Man Ray (1890–1976), you will receive confirmation in writing of the work's inclusion in its digital archive along with the corresponding reference number. Confirmation of the attribution of the work to Man Ray (1890–1976) in no way constitutes a guarantee that the work will be included in a catalogue raisonné in preparation. The Man Ray Expertise Committee

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may decide at its sole discretion to include or to not include authentic works in a catalogue raisonné in preparation and accepts no liability in the event a work is not included in a catalogue.

11. In the event the Man Ray Expertise Committee confirms the attribution of the work to Man Ray (1890–1976), the provision of such opinion is subject to payment of the following fees: (1) Paintings (oil or acrylic, any support): EUR 1,700; (2) Drawings and watercolours (and similar techniques, any support): EUR 950; (3) Objects and sculptures (original, replicas, variants, editions and casts), including jewellery, chess sets and furniture: EUR 950. All fees exclude any applicable taxes. Fees are payable by bank transfer. For works previously submitted and jointly approved by Andrew Strauss and Timothy Baum for inclusion in the 'Catalogue of the Paintings of Man Ray', written confirmation is available upon request (subject to an administrative fee of EUR 200 excluding applicable tax).

12. You agree that the Man Ray Expertise Committee cannot be held liable to you or any other person for any reason related to its conduct, activities and rendering of an opinion arising out of the present agreement. In this respect, the Man Ray Expertise Committee cannot be held liable for any loss of value or damage which may result from its examination of the work or its rendering of an opinion concerning the attribution of the work to Man Ray (1890–1976).

13. You agree and acknowledge that the opinion rendered by the Man Ray Expertise

Committee may be negative or undetermined and you agree not to initiate any action or proceedings of any kind, at any time in the future, against the Man Ray Expertise Committee, its members, or authors of a catalogue raisonné. In no event can the Man Ray Expertise Committee and its members, whether or not signatories of this agreement, be held liable for any responsibility for the contents or outcome of the opinion. In this respect, you expressly agree not to initiate any legal proceedings or legal claim of any kind against the Man Ray Expertise Committee in respect of the opinion rendered and you hereby waive any right to do so, now or at any time in the future.

14. During its activities, the Man Ray Expertise Committee may collect your personal data and information including via recording internet messages. You have the right to obtain information about the use of your personal information, access and correct your personal information, by notifying the Man Ray Expertise Committee: [mr@manrayexpertise.com](mailto:mr@manrayexpertise.com). If you are not the legal owner of the work, you will inform the legal owner that the Man Ray Expertise Committee may hold and process their personal data.

15. You agree that the Man Ray Expertise Committee may respond to requests from third parties for information about the work, when appropriate, including when required by law.

16. This agreement is governed by French law.

***By signing and dating below, and signing your initials at the bottom of every page, you confirm you agree to the terms of this Examination Agreement.***

Read and agreed to:

By: \_\_\_\_\_  
Owner / representative (delete as applicable)

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Man Ray Expertise Committee SAS

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

20190101

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