

Terms and Conditions for Submitting a Work

All decisions regarding the inclusion of works (each "Work(s)," meaning an artwork you or a third party have attributed to or is potentially attributable to Shirley Jaffe) in the Catalogue Raisonné are made at the sole discretion of the Shirley Jaffe Foundation and reflect the Foundation's scholarly opinion at the time of review. Inclusion of a Work in the Catalogue Raisonné does not constitute a guarantee of authenticity, authorship, condition, historical relevance, rarity, quality, provenance, or value, nor may it be relied upon as such. Likewise, a decision not to include a Work should not be understood as a determination of inauthenticity. The Foundation reserves the right to revise its decisions. The Shirley Jaffe Foundation and all individuals or entities associated with the preparation of the Catalogue Raisonné make no warranties as to the accuracy or finality of their opinions and assume no liability for any claims or damages arising from the submission, review, or inclusion of a Work.

By submitting a work for consideration, the submitting party agrees to be bound by the following terms and conditions, limitations, exclusions and releases of liability for the Foundation and as otherwise described below.

1. Eligibility to Submit

This form may be completed and submitted only by the owner of the Work or by an authorized representative acting on the owner's behalf, provided however, that the owner's identity must be disclosed. By submitting a Work, you represent that you have the legal authority to do so.

2. Purpose of Submission

Submissions are reviewed solely for the purpose of determining whether a work may be considered for inclusion in the Catalogue Raisonné of Shirley Jaffe. Submission does not guarantee review, inclusion, or any particular outcome. The Foundation reserves all rights to conduct a physical inspection at the owner's expense. In the Foundation's discretion, and as part of the submission, you will provide the Foundation, at your expense, professional, digital, high-resolution images of the front and back of the Work suitable for publication (which shall remain the property of the Project); all information about the Work known to you, including but not limited to its condition, its full provenance, publication and exhibition history, and any opinion by any expert or scholar as to the authenticity, attribution, and/or appraised value of the Work; and The results of scientific examination or testing of the Work, if requested by the Project.

The physical examination may include, but shall not necessarily be limited to, opening framed work to examine media and support. If the Foundation decides that a physical examination of the Work at a location other than at Owner's premises is required or appropriate, then Owner shall be solely responsible for arranging and directly paying for all necessary transportation of the Work to the location specified by the Foundation.

The Foundation may also request, in its sole discretion, that you engage a third-party service provider, to be selected in the Foundation's sole discretion, for the purpose of conducting scientific testing of the Work that the Foundation may consider to be helpful when evaluating the Work. If the Foundation decides that scientific testing of the Work is warranted, then Owner shall be solely responsible for retaining and directly paying the third-party provider(s) selected by the Foundation. Owner will insure the Work while it is in transit to or from, and in the possession or control of, any scientist, lab, or the Foundation in an amount deemed by Owner to be sufficient to cover any potential loss or damage. The Foundation shall not have any liability to Owner based upon any loss of or damage to the Work.

3. Representation and Warranties

You represent and warrant that (a) you are either the owner of the Work[s] described on the form or you are authorized by the Owner to act as agent for the owner and submit the Form in that capacity; (b) the information in this Form and any supplemental information you shall provide to the Foundation with respect to the Work[s] is and shall be, to the best of your knowledge, accurate and complete; (c) if it comes to your attention that any of the information you have submitted with respect to the Work[s] is inaccurate or incomplete, you will promptly submit corrected information to the Foundation; (d) you have not received any notice, claim, or communication from any third party, expert, or institution suggesting that the Work is inauthentic, a forgery, or incorrectly attributed to Shirley Jaffe; you have no knowledge, information, or belief of any facts or circumstances that would call into question the authenticity of the Work. Intentionally or knowingly including false or inaccurate information in your application or communication with the Foundation is a direct breach of your representations and warranties and the Owner agrees to indemnify the Foundation for all harm or damages that arises out of the information shared by the Owner.

The benefits of the representations and warranties contained herein shall survive the submission and review of the Work and shall be applicable to and inure to the benefit of the Foundation. The Owner agrees to defend, indemnify and hold harmless, Foundation, its trustees, officers, directors, employees, and agents against any and all demands, claims, actions or causes of action, assessments, damages, losses, penalties, liabilities, costs and expenses (including reasonable attorneys' fees incurred in connection therewith and in seeking indemnification therefor) relating to the breach or alleged breach of these representations and warranties.

4. Discretion and Scholarly Judgment

All decisions regarding review, inclusion, exclusion, or subsequent revision are made at the sole discretion of the Foundation and reflect the Foundation's scholarly opinion at the time of review. The Foundation is under no obligation to provide explanations for its decisions. The Foundation has no obligation to inform the Owner of its decision in writing, or otherwise, other than by publishing the Work in the Catalogue Raisoné or excluding the Work from the Catalogue Raisoné if and when it is published. The Owner understands and agrees that Owner has no right to force the Foundation to publish a Catalogue Raisoné. The Foundation expressly retains the right, at its sole discretion, to (a) include the Work in the Catalogue Raisoné; (b) not include the Work in the Catalogue Raisoné; (c) remove or add the Work to the Catalogue Raisoné at a later date. You acknowledge and agree that the submission does not entitle you to a response from the Foundation. Nothing herein requires the Foundation to make any opinion or statement on the Work to you or any other person or entity, or to provide its reasoning for its actions or inactions, including but not limited to the inclusion or non-inclusion of the Work in the Catalogue Raisoné.

5. Right to Revise Decisions

The Foundation reserves the right to reconsider, amend, or revise its decisions at any time, including after publication, should new information or scholarship become available.

6. Use of Submitted Materials

By submitting a work, you grant the Foundation permission to use submitted images and documentation for internal research, scholarly review, and Catalogue Raisonné purposes, including publication if the work is accepted. The Foundation is not responsible for verifying the accuracy or completeness of submitted materials. You hereby authorize the Foundation to publish the Work in the Catalogue Raisonné in any medium. Such publication may include any information provided by you or obtained by the Foundation from third parties. All materials, including photographs and documentary evidence, submitted by you to the Foundation in connection with the Work shall be retained as the records of the Catalogue Raisonné project which will become part of the Foundation archives. You grant the 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. No Warranties

Inclusion of a work in the Catalogue Raisonné does not constitute a warranty or guarantee of authenticity, authorship, condition, historical relevance, rarity, quality, provenance or value. Likewise, a decision not to include a Work does not constitute a determination that the work is inauthentic or otherwise lacks the foregoing qualities.

8. Reliance on Information Posted

The Content (as defined below) presented on or through the Site is made available solely for general information purposes. We do not make any representation or warranty as to the accuracy, completeness or usefulness of this Content. Any reliance you place on such Content is strictly at your own risk. **WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON THE CONTENT BY YOU OR ANY OTHER VISITOR TO THE SITE, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.** You expressly understand and agree that neither the Foundation, nor any individual associated with the Foundation, including but not limited to editors, writers, professors, researchers, advisors, contractors, conservators, curators, scientific committee members, employees of the Foundation, and the directors, officers and employees of the Foundation, or, collectively, their agent's representatives, warrants or guarantees the correctness of the Foundation's decision, including but limited to any oral or written statements in connection therewith, including whether the Work is authentic or not or whether the Work is correctly attributed to Shirley Jaffe or not. You acknowledge that any decisions, determinations or opinions by the Foundation are not intended as statements of fact but are statements of opinion only based on the information provided by you and such other information believed to be known by the Foundation when such opinions are expressed. You understand and acknowledge that reasonable disagreements as to the authenticity or attribution of the Work may exist notwithstanding any determinations of the Foundation. The Catalogue Raisonné is subject to change. The Foundation endeavors to make the Catalogue Raisonné as complete as possible as of the time of online publication. As new information and images emerge regarding the works of Shirley Jaffe, the Foundation will work to make updates to the Catalogue Raisonné.

9. Limitation of Liability

The Foundation, its trustees, officers, staff, advisors, reviewers, researchers, consultants, and any affiliated or supporting entities shall not be liable for, and hereby expressly disclaims any and all liability for, any direct, indirect, incidental, consequential, special, or punitive damages arising out of or relating to the submission, review, acceptance, rejection or any Work.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: IN NO EVENT WILL THE FOUNDATION OR ANY OF THE FOUNDATION AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, DAMAGES FOR BUSINESS INTERRUPTION; SERVER FAILURE OR DATA LOSS, UNAUTHORISED ACCESS TO APPLICATIONS, ANY UNAUTHORISED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE). THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE FOUNDATION.

10. Release of Claims

By submitting a work, you knowingly and voluntarily release and waive any claims against the Foundation and all associated individuals and entities arising from or related to the submission process or resulting decisions. I, on behalf of myself, my heirs, assigns, principals and agents (the "Indemnitors") (i) agree to indemnify, hold harmless and release the Foundation and its individual members, its directors, officers, employees, members, managers, affiliates, agents, contractors, or publishers or their employees (together, the "Indemnitees") from any and all claims, liabilities, losses, damages, costs and expense of any kind whatsoever (including reasonable attorney's fees) by myself or any other person or entity, and covenant not to sue the Indemnitees or make any other claim because of or related to my submission or supplemental information or to the Foundation's decision to include or exclude the Work[s] from the Catalogue Raisonné, or their refusal to render an opinion on authorship.

11. Reservation of Rights to Include or Exclude

You acknowledge and agree that the submission of this Form and any supplemental information provided by you to the Foundation does not guarantee that the Work[s] will be included or accepted. The Foundation expressly retains the right, at its sole discretion, to (a) include or exclude the Work[s] from the Catalogue Raisonné; (b) The Foundation reserves its rights to remove or add the Work[s] to the Catalogue Raisonné at a later date.

You acknowledge and agree that the submission of this Form does not entitle you to a response from the Foundation. Nothing herein requires the Foundation to make any opinion or statement on the Work[s] to you or any other person or entity, or to provide its reasoning for its actions or inactions, including but not limited to the inclusion or non-inclusion of the Work[s] in the Catalogue Raisonné.

12. Arbitration

You and the Foundation shall first try to resolve any disputes amicably and in good faith. In the event that a dispute is not resolved informally, it is agreed that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to NAMS, or its successor, for mediation. If mediation is not successful then it shall be submitted to JAMS, or its successor, for final and binding arbitration in New York under the auspices and the commercial arbitration rules of JAMS in New York before a single arbitrator who practices or has practiced in the field of art law or else is a retired judge. Both the agreement of the parties to arbitrate all disputes and the results and awards rendered through the arbitration will be final and binding on the parties hereto and may be specifically enforced by legal proceedings. All arbitration will be strictly confidential and if you breach confidentiality then the Foundation will be able to recover through all avenues of law and equity. These terms and conditions of your submission to the Foundation hereinabove shall inure to the benefit of, and shall be binding upon, your successors, heirs, executors and administrators.

13. Miscellaneous

These terms and conditions shall be interpreted, construed, and enforced in accordance with the laws of the State of New York, without regard to its conflict-of-law rules. There are no promises, representations, undertakings or agreements other than as specifically set forth herein. If any part of these terms and conditions are deemed invalid or unenforceable, such invalidity or unenforceability will not affect the remaining provisions of this Agreement, which will remain in full force and effect.

14. Changes to these Terms

The Foundation may change these terms from time to time by posting an updated version on this web page, or, if we determine that it is appropriate, we may provide other notice to you. Your continued use of the Site after we post updated terms means that you accept and agree to such terms. We recommend checking back on this web page regularly if you use the Site.