



## Authorized Representative

First Name:	Last Name:
Email Address:	
Mailing Address:	
Phone Number:	

How would you like to be credited in Judd Foundation Archives? (i.e., first and last name(s), married name(s), private collector, etc.)

The information you provide in this Form and in any subsequent communications with us will become part of the records of the Catalogue Raisonné Project which will become part of the Judd Foundation Archives. Owner information will be restricted for those who request confidentiality.

By signing and submitting this form to Judd Foundation and the Catalogue Raisonné Committee (together the "Foundation"), you acknowledge and agree as follows:

# JUDD

### WARRANTIES AND AGREEMENTS

I represent and warrant that (a) I am either the owner of the work[s] of art ("the "Work[s]") described on the Form or I am 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 I shall provide to the Foundation with respect to the Work[s] is and shall be, to the best of my knowledge, accurate and complete; (c) if it comes to my attention that any of the information I have submitted with respect to the Work[s] is inaccurate or incomplete, I will promptly submit corrected information to the Foundation.

I acknowledge and agree that neither the Foundation or its individual members, authenticate or provide valuations of Donald Judd works.

I hereby authorize the Foundation to publish the Work[s] in the Catalogue Raisonné in any medium. Such publication may include any information provided by me (except Confidential Information as defined below) or obtained by the Foundation from third parties.

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

I acknowledge and agree that the submission of this Form does not entitle me to a response from the Foundation. Nothing herein requires the Foundation to make any opinion or statement on the Work[s] to me 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.

All materials, including photographs and documentary evidence, submitted by me to the Foundation in connection with the Work[s] shall be retained as the records of the Catalogue Raisonné project which will become part of the Judd Foundation Archives. I grant the Foundation a non-exclusive, worldwide, royalty-free license to illustrate the Work[s] in the Catalogue Raisonné or in any promotion or academic articles related thereto, in any media.

I acknowledge and agree that by ticking the appropriate box on the Form I may designate the name and contact information of the current owner of the Work[s] and/or his/her agent as confidential (“Confidential Information”). No other information may be designated Confidential Information without the Foundation’s prior written approval. The Foundation shall not disclose Confidential Information to any person or entity or publish Confidential Information in the Catalogue Raisonné or elsewhere, except (i) with the prior written permission of myself, my heirs, or assigns; or (ii) pursuant to subpoena or order of a judicial or law enforcement entity with jurisdiction over the matter, but only after giving me notice of said subpoena or order.

I, on behalf of myself, my heirs, assigns, principals and agents (the “Indemnitors”) (i) agree to indemnify, hold harmless and release the Catalogue Raisonné Committee and its individual members, as well as the Judd Foundation and 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 of this Form 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.

The parties to this Agreement agree that any disputes related to or arising from the subject matter of this Agreement, including but not limited to the Form, the Work[s], any supplemental submission of information related to same, or any response or failure to respond on the part of the Foundation, shall be subject to the sole jurisdiction of the state and federal courts of New York, New York and that notwithstanding any conflicts of law issues this Warranties and Agreements shall be governed by New York Law.

Understood and Agreed.

**JUDD**

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Date

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Signature over printed name