



**EXAMINATION AGREEMENT**

This Examination Agreement (the “Agreement”), when completed by you (“You”), the owner of the work referenced below (the “Work”), and executed by both You and the Art House Geiser (AHG), shall form our agreement with respect to AHG, shall form our agreement with respect to the matters set forth herein.

**OBJECT** Tell us about the work of art

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Title

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Date (conception, execution)

Dimensions

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Material(s)

Patina colour

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Cast number and/or other identifying mark or insignia

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Conservation/condition

Do you have photo documentation?

**CURRENT OWNER** Tell us about yourself

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Name, affiliation

Acquisition date

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Address, telephone, fax, email

Inventory number

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Please indicate title, date and material of any other Geisers works you have or have had in your collection. Please make copies of this form for each additional work

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**PROVENANCE** Tell us how you acquired the work

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Source of acquisition (gallery, auction house, collector)

Date acquired

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Please provide name, address, phone, fax, email of the source

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Previous owner(s) address, telephone, fax, email

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Exhibition history

Publication history

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Do you have any historical documentation of this work? Please list any documents, and, if possible, attach photocopies of documents.

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- 1) Incorporation of Questionnaire Responses. The information You have set forth above in response to the questionnaire forms part of this Agreement and is incorporated herein.
- 2) Submission for Examination
  - a) You hereby submit the above-referenced Work to AHG for possible inclusion in the Josef-Anton Geiser Catalogue
  - b) You acknowledge and agree that the AHG may consult experts of any nature, conduct such tests and undertake any other action as it deems necessary or desirable in connection with its examination of the Work in its sole and absolute discretion at your expense, payment for which shall be promptly made to the AHG by You when invoiced. You further acknowledge and agree that the AHG may publish and retain records of results of any tests or expert findings obtained from any such examination(s) of the Works, for any and all purposes that the AHG deems appropriate in its sole and absolute discretion.
  - c) The AHG will review the Work at its sole and absolute discretion. Your submission of the Work to the AHG for examination is not an assurance that the Work will be included in the Catalogue. The AHG may in its sole and absolute discretion refuse for any reason whatsoever not to include such Work in the Catalogue. The AHG review of the Work is

not intended and shall not be construed as a warranty or an authentication of any kind. The AHG expressly disclaims any liability whatsoever to You or anyone else for any reason related to its conduct, activities, and determination pursuant to this Agreement.

- d) If the AHG decides to include the Work in the Catalogue, the AHG will notify You in writing of the registration number. The AHG will publish photograph(s) of the Work in the Catalogue together with its registration number.
  - e) You acknowledge that the AHG may respond to any third-party requests for information about the Work in its sole and absolute discretion. The AHG shall have the right to treat any opinions on or findings about the Work as public information and provide information about the Work at any time to any person or entity for any reason
  - f) The AHG expressly reserves the right to withdraw, edit, or amend its opinion and/or findings with respect to the Work at any time and accordingly, any Work accepted for inclusion in the Catalogue may be withdrawn from the Catalogue without any liability of the AHG.
- 3) Risk of Loss: Insurance. You shall bear the risk of loss or damage to the Work at all times while it is in the AHG's possession, custody, or control, and while in transit to and from You to the AHG. You acknowledge and agree that the AHG will not provide any insurance coverage for the Work, and shall not be liable whatsoever for any loss or damage to the Work, whether occurring while in transit to or from the AHG or while in its possession, custody, or control regardless of the reason for the loss or damage. The AHG has no legal or financial responsibility whatsoever for damage or loss due to any tests made or actions taken either by or on behalf of the AHG in relation to the examination of the Work.
  - 4) Expenses: You shall pay the following expenses in connection with the examination of the Work hereunder: (i) the expense of crating, packing, and shipping the Work to the AHG, (ii) the expense of crating, packing, and shipping the Work back to You upon the completion of the examination of the Work, (iii) the expense of any fine-art insurance You wish to maintain for the Work, and (iv) the expense of any fees for any tests or expert consultations as set forth in Paragraph 2 above. 5. Representations and Warranties. You represent and warrant to the AHG that: (a) all information supplied by You herein is true, accurate, and complete, (b) no relevant information concerning the Work has been withheld, (c) You are the sole owner of the Work free and clear of any claims, liens, or encumbrances of any third party, and (d) You are authorized to enter into this Agreement and perform its terms.
  - 5) Covenant Not to Sue: You agree to refrain and forbear forever from commencing, instituting, prosecuting, or directly or indirectly participating in, or filing any claim for damages, injunctive relief, breach of contract, breach of warranty, and/or any other cause of action of any kind against the AHG or any of its current or former directors, officers, employees, or agents in connection with the Work, the Catalogue, any opinions rendered by the AHG, the failure to render any opinion, or this Agreement.
  - 6) Indemnification: You shall indemnify and hold harmless the AHG for all out-of-pocket costs and expenses incurred by any of the AHG (including without limitation the payment of reasonable fees and expenses of counsel) in connection with the breach or alleged breach of any of your representations, warranties, or covenants herein.
  - 7) Representations and Warranties: You represent and warrant to the AHG that: (a) all information supplied by You herein is true, accurate, and complete, (b) no relevant information concerning the Work has been withheld, (c) You are the sole owner of the Work free and clear of any claims, liens, or encumbrances of any third party, and (d) You are authorized to enter into this Agreement and perform its terms.
  - 8) No Assignment: Binding. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, as applicable. You may not assign or transfer this Agreement or any of your rights or obligations hereunder; The AHG may assign this Agreement, provided that its assignee agrees to be bound by the terms hereof.
  - 9) No Third-Party Reliance: This Agreement is not made for the benefit of any third parties, to whom no rights or remedies are granted hereunder.
  - 10) Governing Law: Jurisdiction. This Agreement shall be governed by, construed, and interpreted under the laws of the State of Bavaria, without giving effect to conflict of laws principles. Any and all disputes, claims, or controversies arising out of or relating to this Agreement, the transaction contemplated herein and all matters relating to it shall be heard exclusively in the Bavarian District
  - 11) Entire Agreement: Modification. This Agreement constitutes the entire agreement between You and the AHG with respect to the subject matter hereof, supersedes all prior agreements and understandings, written or oral, with respect to the subject matter hereof and is made

without reliance on any statement or representation not contained herein, the making of any such statements or representations being specifically denied.

- 12) Severability: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- 13) No Waiver: Waiver of any breach shall not be deemed to be a waiver of any other breach of the same or of any other provision hereof.
- 14) Notice: Any notice sent to the AHG hereunder shall be sent by e-mail to [info@painted-art.com](mailto:info@painted-art.com). The AHG shall send any notices directed to You to the E-mail address You provide herein.

Very truly yours,

By: \_\_\_\_\_  
Art House Geiser

AGREED TO AND ACCEPTED BY:

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