



archivio  
Giuliano Ghelli

## AGREEMENT

The undersigned\* .....

residing at (street address) .....

City ..... Province / State .....

Postal /Zip code ..... Country .....

Phone (incl. country code) .....

Email address: .....

### Requests that the Archivio add to its records the following work of art:

Title: .....

Signature :  on front  on back  under base Year: .....

Technique:  acrylic on canvas dimensions, cm (height first): ..... x .....

mixed media on canvas dimensions, cm: ..... x ..... x .....

original watercolor dimensions, cm: ..... x .....

numbered print dimensions, cm: ..... x .....

painted bust dimensions, cm: ..... x ..... x .....

terracotta bust dimensions, cm: ..... x ..... x .....

ceramic bust dimensions, cm: ..... x ..... x .....

wooden sculpture dimensions, cm: ..... x ..... x .....

other .....

Other written notations or dedications: .....

.....

\*name and address of the work of art's owner if different from the above-named person/party:

.....

.....

**By signing below, I certify that I have read and reviewed the following terms and conditions and agree to them in full.**

The addition of the above-named work of art ("**Work**") to the records of the Archivio Giuliano Ghelli ("**the Archivio**") is at the request of the undersigned interested party ("**Petitioner**") and at the discretion of the Archivio, which, following an examination of Work issues a valuation of Work's authenticity (if affirmative, a Certificate of Authenticity) as a creation of the Florentine artist Giuliano Ghelli ("**Artist**"). In general, said valuation is issued only following an in-person examination of Work in its original form (and not a photograph or facsimile), according to the procedure hereunder described.

In no case will the present request or past requests, however documented, oblige the Archivio to proceed with the examination of Work. The Archivio elects to examine Work at its sole discretion, and will issue a Certificate of Authenticity for any Work according to its own subjective evaluation based on an in-person examination of Work in question as well as prior or concurrent evaluations and historical evidence as deemed appropriate by the Archivio.

- 1)** The Archivio must receive the present Agreement, duly signed and completed in all its sections, as well as the requested photographs (as detailed in the Certifications page of the Archivio's website) at least two weeks prior to the scheduled examination of Works as communicated to Petitioner by the Archivio. Petitioner agrees to providing all requested information in an accurate and truthful manner.
- 2)** Work to be examined must be delivered unframed to the Archivio's laboratory in San Casciano in Val di Pesa (FI) 24 hours prior to the scheduled examination of Works. Failure to deliver Work on schedule is tantamount to a cancellation of Petitioner's request for certification. Typically, Works delivered on-time can to be picked up starting 48 hours after their receipt by the Archivio.
- 3)** Petitioner may be asked to leave Work with the Archivio for a longer period should the Archivio determine, at its sole discretion, that a longer examination of Work or examination by other experts be required. In such cases Petitioner will be informed of additional costs associated with said prolonged examination.
- 4)** Work to be examined must be accompanied by a bank transfer or international wire receipt showing payment of the appropriate fee as listed in the Fee Schedule published on the Certifications page of the Archivio's website.
- 5)** Petitioner understands that he/she must purchase or already hold valid insurance against Work's loss, theft, damage or destruction for the period that Work is either in transit to the Archivio, in transit from the Archivio, or in the possession of the Archivio or its assigns, including possibly extended possession as described above in clause 3, above. Petitioner thereby releases the Archivio from any and all responsibility or liability with respect to Work's loss, theft, damage or destruction.
- 6)** In case of an affirmative valuation of authenticity, the Archivio will provide Petitioner with a Certificate of Authenticity and Work will be added to the Archivio's database. Said Certificate of

Authenticity will be printed onto one the photographs of Work provided by Petitioner and sent to Petitioner by Registered Mail or International Courier. The Archivio then reserves the right to decide how Work will appear in Artist's *Catalogue Raisonné* as well as any decision tied to the production or publication of same.

**7)** In case of a negative valuation of authenticity, and therefore denial of Work's admission to the Archivio's records, the present Agreement and associated photographs will not be returned. Petitioner will accept the Archivio's decision, to be issued in writing without substantiating evidence or further comment, and hereby renounces any claim or legal remedy with regard to Work's authenticity towards the Archivio, its consultants or assigns. Petitioner further assumes all responsibility towards his/her successors and/or assigns with regard to Work's authenticity, thereby relieving the Archivio from any and all third party claims. Petitioner commits to communicating the Archivio's negative evaluation to such third parties.

**8)** The Archivio reserves the right, should evidence emerge which calls into question or openly contradicts Petitioner's declaration of Work's provenance, to alert interested parties and/or relevant authorities, thereby waiving any prior obligation towards Petitioner, either implied or as explicitly stated in this Agreement.

**9)** The Archivio is under no obligation to issue opinions. Should the Archivio refuse to examine Work, it will reimburse any fees paid by Petitioner for Work's examination. The Archivio also reserves the right to suspend judgement with regard to Work's authenticity, and in such case Work will be noted as "authentication in progress" in the Archivio's database and in Artist's *Catalogue Raisonné*. Any judgements or decisions issued by the Archivio's are understood to be based on knowledge and historical information available to the Archivio at the time of the decision and may be revisited at a later date as further information becomes available.

**10)** In the event the Archivio is found liable for any damages sustained by Petitioner as a result of the Archivio's examination of Work, the Archivio's total liability shall in no way or manner exceed the fees paid by Petitioner to the Archivio for its valuation of said Work's authenticity.

**11)** The Archivio's corporate charter is written in Italian. Any disputes arising out of the interpretation of the present Agreement shall be construed in accordance with Italian law and heard and decided in the *Foro di Roma*.

(signed) .....

city and country ..... date .....

Signature to specifically certify understanding and agreement of clauses **5, 7, 10** and **11**

(signed) .....

## DETAILS OF OWNERSHIP AND PROVENANCE

Name of current owner .....

Tax ID or VAT code of current owner .....

.....

How would you like to be listed in the *Catalogue Raisonné*?  personal identity  
 "Private collection"  
 other identity:

.....

Name of the previous owner .....

Date of transfer of ownership .....

Nature of transfer  private purchase/sale  from gallery .....  
 exchange  gift, inheritance  
 auction .....

### If known, please note prior provenance:

Year ..... Nature of transfer .....

Year ..... Nature of transfer .....

### Prior exhibitions Work has appeared in:

City ..... Venue .....

Exhibition name and date .....

City ..... Venue .....

Exhibition name and date .....

**If you have a certificate of authenticity signed by the artist, please send a scan or photocopy of the front and back. The original should then accompany Work for examination.**

## RELEASE FOR USE OF PERSONAL INFORMATION

In accordance with legislation n. 196 dated 30 June 2003 – intended to safeguard the use of personal information – all owners of works of art listed in the *Catalogue Raisonné* are requested to complete and send express written authorization to the Archivio Giuliano Ghelli should they wish to appear their actual name to appear in the *Catalogue*.

In accordance with Article 13 of legislative Decree n. 196/2003 the information provided shall be used only for insertion in the Archivio's own records and publication in the *Catalogue Raisonné*. Should this release not be fully completed and signed the *Catalogue* shall list ownership of the works as "Private collection".

The undersigned\* .....

residing at (street address) .....

City ..... Province / State .....

Postal /Zip code ..... Country .....

hereby authorizes the Archivio Giuliano Ghelli, in accordance with legislation n. 196 dated 30 June 2003, to use his or her personal information for insertion in the Archivio's own records and for publication in the *Catalogue Raisonné*. Said information may also be used to inform the undersigned of the Archivio's activities. The Archivio shall update and/or remove from its database any such personal information on receipt of written request by the undersigned.

(signed) .....