

# AGREEMENT

The following agreement (hereinafter the “**Agreement**”) has been entered into between:

1. Henrik Plenge Jakobsen (hereinafter the “**Artist**”),
2. \_\_\_\_\_ (hereinafter the “**Collector**”),
3. the artist group D.O.R. (hereinafter the “**Producer**”) and
4. Gallery D.O.R. (hereinafter the “**Gallery**”)

concerning the work titled Fagin’s Fix described under *Art 1.0* (hereinafter the “**Work Description**”). The symbiosis that the **Artist, Collector, Producer, Work Description** and **Gallery** forms and propel is a work of Art (hereinafter the “**Art Work**”).

WHEREAS **Artist** is willing to sell the **Agreement** to **Collector** and **Collector** is willing to purchase the **Agreement** from **Artist**, subject to mutual obligations, covenants, and conditions herein; and





## 1.1

The **Artist** hereby agrees that the **Work Description** described above in *Art 1.0* can be produced by the **Producer** according to *Art 2*. The **Producer** should perform his duties, loyally and honestly to attend to the intentions described by the **Artist** in *Art 1.0*.

## Art 2

### EXECUTION

The **Producer** holds the right to execute a variation (hereinafter "**Variation**") based on their understanding of the intention of the **Work Description** described by the **Artist** in *Art 1.0*. The **Collector** hereby reserves all rights whatsoever to execute a variation, or to have a third part (hereinafter "**New Producer**") to execute a variation (hereinafter "**New Variation**") based on the **Work Description** under the following conditions:

(a)

The **Variation** or **New Variation** is destroyed prior to the execution.

(b)

The **New Producer** should perform his duties, loyally and honestly to attend to the intentions described in the **Work Description**.

(c)

There should only be one **Variation**, or **New Variation** at any given time.

(d)

The process of making a **New Variation** should be documented as described under Art 3 "**PHOTO DOCUMENTATION**".

(e)

The **Collector** shall himself pay all costs associated with the production of a **New Variation**.

(f)

The **New Variation** should be considered a meditation by the **Collector**.

*(g)*

The **New Producer** of a **New Variation** should sign in under the regulations described above.

*Art 3*

### **PHOTO DOCUMENTATION**

The **Collector** has agreed to produce photographic documentation of all **New Variations** and of the destroyed **Variation** and **New Variations**.

*3.1*

The quality of the photographic documentation should at all times reflect the highest quality technology available at that time.

*3.2*

The **Collector** has agreed that a copy of the photographic documentation of all **New Variations** and of the destroyed **Variation** and **New Variations** are sent to the **Artist** and the **Gallery**.

*3.3*

**Artist** and **Gallery** hereby reserve all rights to copy or reproduce the **Art Work** or parts of the **Art Work**. **Artist** shall not unreasonably refuse permission to reproduce the **Art Work** in catalogues and publications that are incidental to public exhibitions of the **Art Work**.

*Art 4*

### **RECIPIENT / SPECTATORSHIP**

When more than one spectator, in a private or public setting of any sort, views the **Variation** or a **New Variation** or the **Agreement**, or parts of the **Agreement**, all viewers and participants must openly contemplate and share their conceptions and understandings concerning the **Art Work** itself and its epistemological role along with the political potency and rhetorical ability of language & aesthetics as such (hereinafter **Society**).

*4.1*

**Collector** covenant that:

*(a)*

The **Variation** or **New Variation** must always be easily accessed and made visible in the current spaces it is being kept. Exceptions to this can be made during actual travel time if the **Variation** or a **New Variation** and the **Agreement** are to be relocated or taken on a journey.

*(b)*

The **Variation** must never be kept at one specific location for more than seven months.

*(c)*

The **Variation** or **New Variation** and the **Agreement** must never be more than 20 meters apart.

*(d)*

The **Variation** must never be hidden or stored in small and closed rooms such as bags, cardboard boxes or likewise. Exceptions can be made during actual travel time if the **Variation** or a **New Variation** and the **Agreement** are to be relocated or taken on a journey.

*(e)*

The **Variation** or **New Variation** and the **Agreement** are essential parts of the **Art Work**, and can never be sold separately.

4.2

If *Art 4, 4.1* is not followed, the **Art Work** ceases to exist.

*Art 5*

## **EXHIBITION**

**Artist** and **Collector** mutually covenant that:

*(a)*

The **Collector** shall give the **Artist** and the **Gallery** prior written notice of the

**Collector's** intention to cause or permit the **Variation, New Variation, Agreement** or parts of the **Agreement** to be exhibited to the public, advising the **Artist** and the **Gallery** of all details of such proposed exhibition which shall have been made known to the **Collector** by the exhibitor. Such notice shall be given to the **Artist** and the **Gallery** for each such exhibition prior to any communication to the exhibitor or the public of **Collector's** intention to cause or permit the **Variation, New Variation, Agreement** or parts of the **Agreement** to be exhibited to the public. **Artist** and the **Gallery** shall forthwith communicate to **Collector** and the exhibitor any and all advice or requests that he may have regarding the proposed exhibition of the **Variation, New Variation, Agreement** or parts of the **Agreement**. **Collector** shall not cause or permit the **Variation, New Variation, Agreement** or parts of the **Agreement** to be exhibited to the public except upon compliance with the terms of this article.

*(b)*

**Collector** shall not cause or permit any public exhibition of the **Variation, New Variation, Agreement** or parts of the **Agreement** except with the prior consent of the **Artist** to each such exhibition. The **Artist** can advise upon or veto the proposed exhibition of the **Variation, New Variation, Agreement** or parts of the **Agreement**.

*(c)*

If the **Artist** fails to respond in a timely manner to **Collector's** timely notice this shall be deemed a waiver of **Artist's** rights under this article, in respect to such an exhibition and shall operate as a consent to such an exhibition and to all details thereof of which the **Artist** shall have been given timely notice.

*(d)*

**Artist** can demand to **Collector**, upon written notice to borrow the **Variation, New Variation, Agreement** or parts of the **Agreement**. Such notification from **Artist** should be made not later than 130 days prior to the proposed shipping date. **Artist's** possession of the **Variation, New Variation, Agreement** or parts of the **Agreement** should not exceed 61 days solely for the purpose of exhibition of **Variation, New Variation, Agreement** or parts of the **Agreement** to the public at and by a public or non-profit institution. **Artist's** possession of the **Variation, New Variation, Agreement** or parts of the **Agreement** should happen without any expense whatsoever to **Collector**. **Collector** shall have the

right to satisfactory proof of sufficient insurance and pre-paid inbound/ outbound transportation or satisfactory proof of financial responsibility. **Artist** shall have the right to such possession of the **Variation, New Variation, Agreement** or parts of the **Agreement** for one period not to exceed 61 days every 4 years.

*Art 6*

**VALUE**

The **Art Work** transcends all contemporary and historically known value measurements.

*Art 7*

**FEE ON ART STATUTE - BKH**

Gallery D.O.R. has a charge of 5% in addition to the price that will go to the Norwegian "Fee on Art Statute". "The Fund will preferentially be applied to support artists who mainly have or have had their activities in Norway, their surviving relatives and other purposes to the benefit of Norwegian visual Art".

([http://www.bkhkunstavgift.com/Engelsk\\_versjon.htm](http://www.bkhkunstavgift.com/Engelsk_versjon.htm))

*Art 8*

**PRICE**

.....US \$

Plus 5% BKH (see *Art 7 FEE ON ART STATUTE - BKH*)

*Art 9*

**FUTURE TRANSFERS**

The **Artist** and **Gallery** should have a written notice prior to any future transfer of the **Variation** or **New Variation** and the **Agreement** from **Collector**. The **Artist** holds the right to, with a valid reason, deny such a transfer. In the event of such transfer, the price of the work must be higher than the price indicated in *Art 8 PRICE*. The **Artist** shall be given 20% of the profit of any future transfers.

*Art 10*

**AMENDMENT IN WRITING**



The **Artist** holds the right to modify the **Agreement** in any way he wants prior to the signing of this **Agreement**. After signing, the **Agreement** shall not be subject to amendment, modification, or termination.

*Art 11*

**DISPUTES AND GOVERNING LAW**

Any dispute which may arise between the parties in connection with the agreement shall be resolved before the ordinary courts of law in Norway, and such resolution shall be based on Norwegian law.

**Signature:**

On behalf of Gallery D.O.R.

Kristian Øverland Dahl

Sverre Gullesen

Steinar Haga Kristensen

**Artist:**

Henrik Plenge Jakobsen

**Collector:**