

SUBMISSION FORM

John F. Folinsbee Catalogue Raisonné and John F. Folinsbee Art Trust

This submission form is used to identify artworks by John F. Folinsbee for possible inclusion in the artist's catalogue raisonné. **Please use one form for each work in your collection.** Please read the directions for each section and the conditions to submission thoroughly before completing and signing the form.

Submission of this form does not guarantee inclusion in the catalogue raisonné. Once the Trustees have reviewed the work(s) in your collection, they will advise you of their decision. Should you have any questions or concerns, please contact Nikki Hayes, Manager of the John F. Folinsbee Catalogue Raisonné, at the address listed on page four of this form. The Trustees of the John F. Folinsbee Art Trust thank you for your interest and cooperation.

Work of Art

If you know the title, please enter it exactly. In some cases, you may find a title printed on the back of the painting frame. If the work is untitled but has been referred to otherwise or depicts a known scene or subject, please indicate as follows, Untitled (New Hope Bridge). If you do not know how the work has been referred to previously, write Unknown, not Untitled.

- Please specify the exact date, the circa (approximate) date, or the decade in which the work was created. If you don't know write "not known."
- Please specify what materials are used in the work, e.g. "oil on canvas", "oil on masonite", "charcoal on paper, etc.

Title: _____

Date: _____

Medium: _____

Inscription/Signature:

Please state exactly how the work is signed and dated and indicate where on the canvas, as in: "John Folinsbee, lower right". Also look on the back of the frame for further information as to the date and other information. There may be information about when or where the work has been exhibited and any prizes that have been awarded. Please include all such information.

Dimensions:

Measure the dimensions of the work itself, not the outside dimensions of the frame in which it is contained. You don't need to measure in both inches and centimeters.

Height: _____ in. x Width: _____ in

_____ cm x Width: _____ cm

Physical Condition/Conservation:

State the condition of the work; is there visible damage, e.g., cracking of canvas. If the work has undergone conservation treatment or restoration, please state when, what was done and by whom.

Provenance:

This means the history of ownership. To the extent you know it, fill in on the chart below, indicating the date that each successive owner acquired the work, and how it was acquired, i.e., by gift or purchase; this assists us in establishing the work. Please also include any reference numbers (dealer stock, institutional accession, auction lot, photo/negative, etc.) as well as photocopies of any relevant documentation (letters, invoices, receipts, etc.,) that you know of.

1. Current Owner:

2. Previous Owner:

Name: _____

Name: _____

Address:

Address:

Phone: _____ Date Acquired: _____ Phone: _____ Date Acquired: _____ How

Acquired: _____ How Acquired: _____

Former Owners (if known):

Date Acquired:

3.	/
4.	/
5.	/

Additional information:

Collection Credit:

How you wish the identity of the current owner to appear in the catalogue raisonné, e.g., “private collection of John Smith”, or “Jones Gallery”. If you prefer an anonymous listing, state “private collection” and the town/city and state where the work is located.

Exhibition**History**

If you have this information, please enter the name of the gallery or institution that exhibited the work, as well as the date, name of the show, and the artwork’s catalogue number. (As noted above, you may find exhibition information on the back of the frame.)

Reproduction History:

If you know that the work has been commented on or reported on in print, please provide the name of the source, date, author, and publisher, and the page number(s) on which the work appears or is discussed, and if it appears, whether it is in black and white or color.

Additional Comments:

Include any other information you may have or comments about the work that may help to identify it, such as the style (impressionist, expressionist), the scene (Delaware river landscape, portrait of a young lady, including the name of the person depicted if you know it, etc.), the colors, the season and time of day (e.g., late winter day). Please also include the names and addresses of any other owners of Folinbee’s work whom we should contact for this project.

Guidelines for Photography

We request that you also include a photographic reproduction of the work, preferably a professional quality slide or color transparency (4 x 5 in or larger) if available. A high-quality digital image (600 dpi, 8 x 10 in) that shows the character and vitality of the artwork is also acceptable. You may also send a digital image as an attachment via email to the following address folinsbeecr@gmail.com. Copy Copy

photographs or mechanical enlargements are not acceptable. Please avoid black and white photography.

Photographer's name or credit: _____

Signing of Form

Please read the attached Conditions To Submission before signing the form, and after signing provide your name and address and contact information below.

I hereby acknowledge that I have read and agree to comply with the attached Conditions To Submission, which are incorporated herein by reference, and further agree that such Conditions shall govern the submission of this and any other works by John Folinsbee that I own to the John F. Folinsbee Catalogue Raisonné Project.

Date: _____ Signature: _____

Your Name: _____

Your Address: _____

Your Telephone No.: _____

Your Email Address: _____

Please address additional questions to:

Nikki Hayes
Manager, John F. Folinsbee Catalogue Raisonné
PO Box 208
Mill River, MA 01244
folinsbeecr@gmail.com
413/229-8256

JOHN F. FOLINSBEE ART TRUST CATALOGUE RAISONNÉ PROJECT
CONDITIONS TO SUBMISSION

For the mutual protection of the parties, your submission of any of the works of John Folinsbee for possible inclusion in the Catalogue Raisonné is upon the following conditions:

1. You represent and warrant to the Trustees, to the best of your knowledge, that you are or duly represent the actual owner of the Work and have the right to submit the Work pursuant to the terms of this Agreement, and that all information you provide to the Trustees is accurate.
2. The Trustees agree to consider the Work for inclusion in the Catalogue Raisonné. After due consideration and such research as they choose to conduct, the Trustees will advise you of their decision.
3. You understand and agree that (i) none of the Trustees or their agents or employees warrants or guarantees the correctness of the decision; and (ii) the Trustees, their agents and employees reserve sole discretion in examining and considering the Work. Accordingly, you agree to release the Trustees, their agents and employees from liability arising out of or connected to the decision as to whether to include the Work in the Catalogue Raisonné.
4. You authorize the Trustees to make and retain photographs or other copies of the Work. Further, you grant to the Trustees an irrevocable non-exclusive royalty-free license to publish reproductions of the Work in connection with the publication of the Catalogue Raisonné, but not for any other purpose.
5. Circumstances may arise which may cause the Trustees to doubt or to change their decision regarding inclusion after sending an original letter to you. In such event, the Trustees may, but shall be under no duty to notify you of such occurrence and deliver to you a substitute letter expressing their revised decision. You agree (a) not to misrepresent to anyone the Trustees' decision as given or made known to you; (b) to promptly return to the Trustees the original of any letter of decision hereunder for which a substitute letter is issued to you if the original is still in your possession; and (c) to use reasonable efforts to advise a purchaser or any subsequent owner known to you of any such change in the Trustees' decision. In no event shall the decision of the Trustees to include the Work in the Catalogue Raisonné be construed or interpreted to constitute a warranty or guarantee, in favor of either you or any future owner or purchaser of the Work, as to either the authenticity or provenance of the Work.
6. This Agreement shall be binding upon the heirs, successors and assigns of each of the parties and upon any subsequent purchaser of the Work. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to applicable principles of conflicts of law.
7. You understand and agree that the Trustees are executing this agreement in a fiduciary capacity only, not individually, and will not be individually liable for any breach of any obligations arising out of or in any way connected to this Agreement.