

Seth Siegelaub's manifesto

A discourse analysis of The Artist's Reserved Rights Transfer and Sale Agreement

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Abstract

In early 1971, a year before he abandoned the art world, the American art dealer and independent curator Seth Siegelaub (1941-2013) published The Artist's Reserved Rights Transfer and Sale Agreement (ARRTSA) in New York. Its stated aim was to change the power relations on the art market more in favor of the artists. This study departs from the observation that despite being a seemingly ideal way to assert artist's rights, ARRTSA has only been used by a few artists. While the reason for this reluctance has not been sufficiently researched, my study also shows that there is a lack of academic work that considers this area of research in art history. In order to shed light on this field I am using Fairclough's theory and by applying his dialectical method of Critical Discourse Analysis, I examine the discourses in which ARRTSA is included as a particular discourse and event.

The analysis of Siegelaub's practice and position in combination with a close linguistic analysis of his introductory text highlights aspects and dimensions that have been previously occluded or under-acknowledged. The result of the analysis shows that the discourse stresses solidarity, insistence and consistency for artists and makes a moral appeal to collectors, but the text also reproduces the idiosyncratic energy and ambiguities that was surrounding his driven persona. I argue that despite all the purported benefits of ARRTSA, artists are instilled with a sense of uncertainty and risk, because it becomes apparent how informal and unregulated the art world is and how the art market-logic yields more power than the artist. Hence, the idea of pursuing artist's rights through the use of written agreements remains largely unexplored.

Populärvetenskaplig sammanfattning

Tidigt 1971, ett år innan han övergav konstvärlden, publicerade den amerikanske konsthandlaren och frilandscuratorn Seth Siegelaub (1941-2013) The Artist's Reserved Rights Transfer and Sale Agreement (ARRTSA) i New York. Målet var att ändra maktförhållandena på konstmarknaden till konstnärernas fördel med hjälp av ett konstnärskontrakt. Den här studien tar avstamp i observationen att trots att det är ett tillsynes idealiskt sätt att hävda konstnärernas rättigheter, endast har använts av ett fåtal konstnärer. Studien visar att orsakerna inte har utretts tillräckligt och vidare att det saknas forskning på det här området inom konstvetenskapen. Min analys av Siegelaubs praktik och nätverk i kombination med en närläsning av hans introduktionstext till kontraktet belyser nya aspekter av ARRTSA som kan ligga till grund för konstnärernas ovilja att använda kontrakt i sin praktik. Resultaten av min studie bidrar till en ökad förståelse för ARRTSA som initiativ och Siegelaubs gärning men är också intressanta att beakta för den som vill få insyn i den intrikata maktstrukturen inom konstvärlden ur ett ekonomiskt perspektiv.

Keywords

Seth Siegelaub, The Artist's Reserved Rights Transfer and Sale Agreement, artist's contract, Critical Discourse Analysis, Norman Fairclough, rhetorical analysis, linguistic analysis, conceptual art, art manifesto

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1 Introduction

“This is the way your leverage lies”

Seth Siegelaub¹

“‘Manifesto’ is the name for the genre most clearly defined by its investment in the effects and the efficacy of its own language, and for this reason one can use it to uncover the performative dimension”

Martin Puchner²

“Like the diagnosis of an illness with regard to the doctor, the analysis of the manifesto is empowering for the critic. The manifesto appeals to critics because it is halfway between self-identification and knowledge: the critics recognize themselves in it, since they are after all the ones who “gave the baby its name,” but at the same time they must suspect it for its rhetoric and apply to it their critical faculties. [...] Therefore, the researcher must be on the lookout for the manifesto’s hidden agendas.”

Galia Yanoshevsky³

The American art dealer and independent curator Seth Siegelaub (1941-2013) has been described as a “curator at large” and “the Kahnweiler of the latter part of the twentieth century.”⁴ At the frontline of the activities on the New York art-scene during the birth of the conceptual art movement in the 1960s he was a leader figure operating “[w]ith a disconcerting mix of entrepreneurial zeal and Marxist idealism, who delighted in the challenges of presenting and promoting non-object works in the conservative art world” of the mid-late 1960s.⁵ His book-as-exhibition projects, of which the so called Xerox book is the most well known, redefined the role of the traditional exhibition catalog from that of documentation, or secondary information, to become distinct art objects in their own right, or, in Siegelaub preferred words, primary information. He was a local, as well as a widely international networker who identified himself as an art worker. He was passionate about raising awareness around artist’s rights, yet he collaborated with collectors and wealthy businessmen and

¹ Quote from Siegelaub’s speech delivered at the Art Workers Coalition meeting. See appendix C: Siegelaub’s AWC-speech.

² Martin Puchner, “Doing Logic with a Hammer: Wittgenstein’s *Tractatus* and the Polemics of Logical Positivism.” *Journal of the History of Ideas* 66.2 (2005), p. 291, quoted through Leslie Heme “Manifesting the Manifesto: Why One Genre Has Been Ignored”, page 3, posted 01.04.2013 and last accessed 3.01.2016 on: <https://yadayadapourlayada.wordpress.com/2013/01/04/a-history-of-the-manifesto-by-me/>

³ Galia Yanoshevsky, “Three Decades of Writing on Manifesto: The Making of a Genre”, *Poetics Today* 30:2 (Summer 2009) DOI10.1215/03335372-2008-010, Porter Institute for Poetics and Semiotics, 2009, p. 276.

⁴ Joseph Kosuth, “Art After Philosophy”, in Alexander Alberro and Blake Stimson, *Conceptual Art: A Critical Anthology* Cambridge, Mass: MIT Press, 1999, p.177. And Joseph Kosuth interviewed by Patricia Ann Norvell, 10 April 1969. Alberro, 2003, p. 3.

⁵ Quote from Elisabeth Ferrell, “The lack of interest in Maria Eichhorn’s work”, in Alexander Alberro and Sabeth Buchmann (ed.) *Art after Conceptual Art*, Vienna: Generali Foundation Collection Series, 2006, p. 202.

pursued funding from the industries. SiegelauB was a lifelong and avid collector of textiles, art and books, and at the same time he embraced and stayed curious about new information technologies.

In early 1971, a year before he abandoned the art world, SiegelauB published *The Artist's Reserved Rights Transfer and Sale Agreement*, henceforth ARRTSA, in New York.⁶ The idea of artist's contracts has had important points of reference and precursors in art history, for instance in Europe in the 1920s and 1930s and then again in the 1960s by for example the Dada-movement, Russian avant-garde, LEF and Fluxus.⁷ This thesis will focus on the developments in the context and discourse of the late 1960s New York art scene, and in particular SiegelauB's introductory text contribution to ARRTSA. I argue that this text, this discourse, has the form and attitude of a manifesto, but what about the content? In the text SiegelauB addresses artist's socio-economical situation by highlighting the social practices surrounding sales of artworks and how it favors collectors over artists. The stated aim is to change this power relation more in favor of the artists. SiegelauB charts a series of practical steps that "are designed to remedy some generally acknowledged inequities in the art world, particularly artists' lack of control over the use of their work and participation in its economics after they no longer own it."⁸ Many artists and scholars have noted that ARRTSA echoes some of the concerns occupying wider society, outside the realm of art, and reveals SiegelauB's politicized sensibility at the time. But what kind of ideology does the text produce?

It is generally understood that ARRTSA did not become a success as it was not well received, and save from a few artists, most notably Hans Haacke, the Agreement was not widely adopted. The general critique seems to be that it was not realistic or – on the contrary - did not reach far enough. In some cases these contradictory views are even held simultaneously.⁹ I argue that there is a certain discord in the discourse around ARRTSA, which requires a closer examination. Perhaps it is linked to its initiator SiegelauB and the ambivalence towards his multi faceted persona and position as art dealer, independent curator and leftist idealist. As he was not a keen writer, the records we have are mostly interviews, but the main account of his reasoning behind ARRTSA continues to be his introduction. SiegelauB's practice is currently being re-examined in a number of exhibitions, publications and seminars by a new generation of curators, critics and academics, keen to stake a

⁶ ARRTSA when referring to it as a whole unit, otherwise divided into following two descriptions of the parts: "SiegelauB's introductory text" or "SiegelauB's introduction" and the "Agreement form" or just "the Agreement" when only referring to its content.

⁷ Maria Eichhorn and Gerti Fietzek (ed.), *The Artist's Contract*, Köln: Walter König, 2009, p. 9.

⁸ Quote from SiegelauB's introduction, ARRTSA, p. 1. See Appendix A: ARRTSA page single lay-out.

⁹ Maria Eichhorn and Gerti Fietzek, 2009, p. 101.

claim in the consecration process.¹⁰ This thesis contributes towards the critical assessment on the discourse around ARRTSA, which was first explored by artists such as Maria Eichhorn and other second and third generation artists adhering to the methods and principles of conceptual art.

1.1 Purpose of the study

Historiographical studies and other published texts dealing with ARRTSA often refer to and quote Siegelaub's introduction rather than the formal judicial language of the Agreement form, yet a close linguistic analysis of the introduction to ascertain in detail how Siegelaub propagates for the Agreement has not been published. Taken into account that ARRTSA was published as a foldout poster with Siegelaub's introductory text printed on one side and the Agreement form on the other side, even when inserted in magazines, one can argue that the introduction was not written as a stand-alone text but was always followed by the Agreement form. Nevertheless, it is a coherent text piece, which can be analyzed as a discourse event. By centering on the introduction I disconnect it from the Agreement form and what I suspect is a false subordinate position in relation to the Agreement form. By departing from the notion that the introduction belongs to the genre of art manifestos, which is a theory that will be examined in the course of the analysis, I am trying to perform the epistemological break necessary for my study to be fruitful. This is where I situate my thesis.

My dialectical discourse analysis on ARRTSA consists of an analysis of the social and discourse practices on the New York art scene during 1967-1972 and in particular Siegelaub's access and involvement in them, and a linguistic study of Siegelaub's introductory text, for insight into how he constructed, organized and articulated his arguments. Together the two analyses will show which issues in the art world and beyond he was addressing, what he was influenced by and how he planned to instigate a change in the course of collective discourse by introducing a new social practice.

Thus, the main question is: what kind of discourse on social practices in the art world does Siegelaub's introductory text represent, propagate and/or reproduce? The questions I pose to the material are: what was Siegelaub's context and influences? How does Siegelaub negotiate the tension between artistic autonomy and the logic of the art market? How does Siegelaub argue for the use of the Agreement in his introductory text in ARRTSA? My aim is that the analysis of Siegelaub's

¹⁰ See for example: "seth siegelaub: beyond conceptual art" an exhibition and the first posthumous catalog of Siegelaub's life's work, curated by Leontine Coelewijn and Sara Martinetti, at Stedelijk Museum, Amsterdam 12.12.2015 - 17.04.2016.

practice and position - which has already been documented and analyzed to some extent - in combination with my analysis of his introductory text will highlight aspects and dimensions of ARRTSA that have been occluded or under-acknowledged. The aim is also to contribute towards a more critical, wider as well as a more in-depth assessment of Siegelau's contribution to the discourse on art, its market and the art world through the publication of ARRTSA. An investigation that I hope will resonate with diverse artistic, curatorial and other intermediary practices of today, and of those yet to come.

1.2 Theory

Norman Fairclough's model for Critical Discourse Analysis has influences from and references to the French philosopher and social theorist Michel Foucault's discourse theory analysis, according to which practices are discursively shaped and enacted as well as to French sociologist Pierre Bourdieu's studies of social practices. Fairclough aligns his notions of ideology with the Italian Marxist theorist Antonio Gramsci, according to which it is understood as "a conception of the world that is implicitly manifest in art, in law, in economic activity and in the manifestations of individual and collective life."¹¹

Fairclough's theory situates itself as a finely calibrated and flexible tool for analysis of the discourses that make up 'social practices', in particular language and texts. His Critical Discourse Analysis (henceforth CDA) is based on the view that social practices make up an interconnected network, which is fundamentally based on semiosis, or sign processing. In centering the concept of 'social practice' Fairclough is allowing an "oscillation between the perspective of social structure", in the case of this thesis the New York art scene, "and the perspective of social action and agency", which in this case could be, for instance, the act of selling art through an art gallery or organizing a sit-in at an art museum.¹² Thus CDA is analysis of the dialectical relationships between discourse, which focuses on language (but also includes other forms of semiosis, like the visual aspect of a poster design, images or the voice, tone and body language of someone giving a speech in public) and other elements of social practices, which I will return to later in this section.

Fairclough underlines the importance discourse has in processes of radical social change and the particular suitability of CDA as an approach for understanding it. "We cannot take the role of

¹¹ Norman Fairclough, *Discourse and Social Change*, Cambridge & Malden: Polity Press, 1992, p. 92.

¹² Norman Fairclough, *The Dialectics of Discourse*, *Textus* 14(2): 3–10. [Online] 2002, p 1.

discourse in social practices for granted, it has to be established through analysis. And discourse may be more or less important and salient in one practice or set of practices than in another, and may change in importance over time.”¹³ In social practices discourse figures in three ways, according to which it can be analyzed. Firstly, discourse as a part of the social activity within a practice, for instance a curator or a gallerist is using language in a particular way that comes with the profession and is expected by others. Secondly, discourse as a representation of a social practice, produced by social actors within the represented social practice and whose position is reflected in the discourse they produce. For instance, Siegelau’s introduction in ARRTSA constitutes a representation of, among other things, the discontentment among artists on the New York art scene, written from the point of view of Siegelau, an active member of said art scene, though not an artist himself. Which brings us to the third way in which discourse figures, namely in ways of being, in the constitution of identities, such as the artist, the collector, the gallerist and styles, in this case Siegelau’s own highly personal style. These are all aspects that I will focus on in the analysis.

In the way discourse is organized it produces diverse ways of acting, reading, etc. and thus establishes genres, like the manifesto. As a part of social activity discourse produces discourses, for instance texts. It is worth noting the difference between ‘discourse’, the abstract noun and ‘discourses’ the count noun, which are diverse representations of social life from a fixed position in the social structure.¹⁴ Again, a pertinent example here would be the corpus of this analysis, i.e. Siegelau’s introduction in ARRTSA.

The way in which diverse discourses, genres and styles are interconnected Fairclough calls an order of discourse, and it is based on semiotic difference, in other words on the difference the various ways of making meaning produce in relation to each other. For instance, we will see how ARRTSA has many similarities with its contemporary discourses but it is what sets it apart, how it produces its difference from the others that keeps it in an order of art historical and theoretical discourse. An important aspect of this ordering of discourse is dominance, which of course generates power relations in that it has bearing on what can be said, how, by whom, and so on. But the other aspect of dominance in relations is that it will always be challenged in a struggle for power. Thus an order of discourse is kept as an open system, under constant renegotiation every time there is actual interaction, which perpetuates the struggle.¹⁵ How has Siegelau’s legacy been documented and who

¹³ Fairclough, 2001, p.1.

¹⁴ Fairclough 2001, p.2.

¹⁵ Fairclough 2001, p.2.

has relayed it? These are questions which address power aspects and as well as my own position as I analyze Siegelau's discourse for hidden ideologies.

According to Fairclough, in order to do CDA successfully there needs to be a steady focus on the social practices as discussed above. These include discourse with language and texts as its primary makers of meaning, but also other elements such as activities, subjects and their social relations, instruments, objects, time and place, forms of consciousness and values.¹⁶ These elements are all in a dialectical relationship, with discourse internalizing and being internalized by the other elements without the different elements being reducible to each other, or mutually excluding. This aspect has relevance in my thesis in that it helps to bring forth the different elements, which in various ways have constituted, enveloped, and conditioned Siegelau's introductory text, and the reading(s) of it.

CDA as a theoretical framework and method provides a way to interconnect all the many steps leading up to the particular discourse that materialized in ARRTSA, which occurs when a discourse is enacted. In the analysis I will examine how in articulating an alternative to the prevalent division of power in the art world and in particular on the art market, ARRTSA enacted an imaginary social practice. Imaginary in the sense that what it proposed was not represented in reality, but it suggested a possible new reality. According to Fairclough, enactment is the materialization of a new discourse, the imaginary scenario turning material, which in turn establishes new genres, for instance the genre of artist's contracts.¹⁷

This thesis strives for a deeper understanding of the discourses in which ARRTSA is included as a particular discourse by using Fairclough's theory and by applying his dialectical method for text analysis outlined in *Discourse and Social Change*¹⁸, which I will describe in the next section. An interesting aspect of CDA, this act of interpretation and representation of other people's activities, is that previous discourses are revisited and revised, which starts the dialectics of discourse and contributes to new imaginaries, of which some might become enacted again. Such is the nature of social processes and the purpose of performing CDA on a particular discourse event, in this case Siegelau's introduction text in ARRTSA, is to strive towards a common understanding of the effects of these discourses in social processes.¹⁹

¹⁶ Fairclough 2001, p.1.

¹⁷ Fairclough, 2001, p. 3.

¹⁸ Fairclough, 1992.

¹⁹ Fairclough 2002, p. 4.

1.3 Method

Fairclough's method for Critical Discourse Analysis (CDA) outlined in *Discourse and Social Change* is based on a three-dimensional conception of discourse, according to which a text and the discursive and social practices in which it is embedded, are studied dialectically. This method implies that social changes, identified on a macro level, have bearing on and are also identifiable on a textual micro level, and vice versa.²⁰ In this thesis Siegelau's introduction text in ARRTSA is taken as a discursive event. In a first phase of CDA the event is placed in the social practice of its time and place, followed by an analysis of the discourse practices surrounding it, which includes production, distribution and consumption of the discourse event. The context is established through available records and documentation, such as historiographical surveys of postwar art, the conceptual art movement, artist's books and interviews, of which the most important sources are presented under "Previous research". In the third phase the text is analyzed linguistically. By analyzing Siegelau's introduction as a manifesto I am attentive to the linguistic strategies, form and attitude it employs, which will help detect ideological ambiguities. The results of the CDA are synthesized in the following discussion.

The method for the close linguistic analysis of the text is based on locating key rhetorical strategies and devices, such as *ethos*, *logos* and *pathos*, following the argumentation and tracing the generic conventions of the manifesto according to which the graphic design is also considered along with the text.²¹ The method will help me ascertain which persuasive strategies Siegelau is using in constructing his argument and thus gain understanding of the reasoning behind the inferences made in the text. Aligning Siegelau's introduction with the genre of the modernist manifesto - as opposed to simply a practical guide, a literary preface or personal commentary - offers different ways of opening up the text and understanding it as a discursive event. A selection and explanations of rhetorical terms used in the analysis are presented in a separate appendix.²²

For quotations longer than 40 words used in the analysis I have mimicked the original formatting including bullet points, increased indents, justified text etcetera, because as they are highly varied, even eclectic as well as frequently used throughout the text, I believe they were intended as a visual rhetorical device. Shorter quotes are imbedded in the body of the text.

²⁰ Fairclough, 1992, p. 72f, including figure 3.1. and 85f.

²¹ Marjorie Perloff, "Violence and Precision: The Manifesto as Art Form", *Chicago Review*, Vol. 34, No. 2 (Spring, 1984), p. 65-101.

²² See Appendix E: Rhetorical terms glossary.

1.4 Materials

The original poster format of ARRTSA is the primary material source of this thesis. It consists of two parts: an introductory text by Siegelau and an Agreement form drafted by lawyer Robert Projansky, printed on either side of the poster.²³ The Agreement form consists of a total of 19 paragraphs. Siegelau's introduction contains detailed explanations on how to use the Agreement, as well as expertise and advice based on his experiences of the art world. ARRTSA was published in early 1971, in an edition of 5000 copies and distributed by direct mail to Siegelau's extensive mailing list and free of charge via art academies, cafés, bars, museums, galleries and exhibition spaces throughout the city. In other print it first appeared in the 1971 April-issue of *Studio International*.

It is important to note that I am not analyzing the Agreement form, as text or its status as a legal document, but Siegelau's mediation of it, which is extracted by analyzing his introduction. The analysis will examine how this text, this discourse event, is organized as an art manifesto. Hence it is from Siegelau's perspective that I am examining art history, and tracing and contextualizing the developments leading up to ARRTSA.

I support my reading and interpretation of Siegelau's introductory text in the poster ARRTSA by employing a diverse range of available records and documentation, such as historiographical surveys of postwar art, the conceptual art movement, artist's books and interviews, academic papers, articles from art magazines and online journals as well as artist's writings and other manifestos. Some of the material dates back to mid 1960s, some are from our near history, while some are even more recent, all the way up to today. The most important sources are presented under "Previous research", which means that previous research in the form of literature, also constitutes material for my analysis.

1.5 Previous research

Though there are a vast number of historiographical surveys of postwar art in which Siegelau's contribution is recognized, ARRTSA has not been given much attention. It is only mentioned in passing, if at all, as a grandiose but failed mission, but the reason for this reluctance has not been sufficiently researched. As I have already stated, the below literature also constitutes material for my thesis.

²³ See Appendix B: ARRTSA poster format - front and back.

In 1999 art historian Alexander Alberro noted that conceptual art had received relatively little serious attention by art historians and critics, which he in part attributed to the difficult, intellectual nature of the art, but which he finds “striking given the tremendous influence of conceptual art (...) on critical discussion surrounding postmodernism, and on the use of theory by artists, curators, critics, and historians.”²⁴ Today there are a number of comprehensive historiographical surveys of postwar art, the conceptual art movement, and many ambitious monographs on every important artist to parallel the artist’s own output of printed matter. The literature that I have found most useful for my thesis, are the ones which deal with the developments on the art scene in New York between late 1960s and early 1970s.

Above quoted art historian Alexander Alberro dissertation from 1996, entitled *Deprivileging art: Seth Siegelau and the politics of conceptual art*, established Siegelau’s crucial role in the promotion or “commercial packaging” of conceptual art.²⁵ Alberro was the first researcher to gain access to Siegelau’s private archives in the 1990s and has since held a prominent position in the field of studies on the conceptual art movement and Siegelau’s practice. Along with inventorying and assessing Siegelau’s exhibition and distribution practices beginning in the late 1960s he also describes the politically fueled context in which Siegelau paved the way for conceptualism to come to the fore and ARRTSA was written. Although he does not discuss ARRTSA in his dissertation, Alberro does acknowledge its existence and - to some extent – its importance in the revised version of his dissertation, published 2003 under the title *Conceptual Art and the politics of publicity*, in which his main point suggests that ARRTSA unwittingly codified the overlap between capitalism and the arts.²⁶

In *Art Workers: Radical Practice in the Vietnam War Era* Julia Bryan-Wilson (2009) chronicles the turbulent era of the late sixties and early seventies in which artists and critics began to identify themselves as art workers, rather than artists and critics. In her study of the power and flexibility of the term Bryan-Wilson looked closely at the artistic and critical practices of four key figures who all identified themselves as art workers; Carl Andre, Robert Morris and Hans Haacke who were artists and curator Lucy Lippard. Written as a series of monographic case studies her book establishes the specific social contexts of this redefinition and examines the fraught, often unresolved relationship between the rhetoric of self-declared art workers and the political claims of their art and writing.²⁷

²⁴ Alexander Alberro and Blake Stimson, (ed.), *Conceptual Art: A Critical Anthology*, MIT Press, 1999, xviff.

²⁵ Alexander Alberro, *Deprivileging art: Seth Siegelau and the politics of conceptual art*, 1996.

²⁶ Alexander Alberro, *Conceptual Art and the politics of publicity*, MIT Press, 2003, p. 169.

²⁷ Julia Bryan-Wilson *Art Workers: Radical Practice in the Vietnam War Era*, University of California Press Berkeley and Los Angeles, California, 2009, p 1f.

She goes on to show that in connecting art to work while also removing artists from labor's specific class formations, the term presented an intractable conflict.²⁸ The tensions inherent in the term as well as within the various self-identifications that she describes, can to some extent also be ascribed to Siegelau, in that above mentioned four practitioners were his close contemporaries, politically active as well as invested in the Conceptual art movement in New York. In their own way they all "attempted to confront the adequacy of his or her own labor in a moment of historical turmoil."²⁹

Alberro has also co-edited a number of anthologies on Conceptualism, among them *Conceptual Art: A Critical Anthology*,³⁰ (1999) *Recording Conceptual Art*,³¹ (2001) *Art After Conceptual Art*,³² (2006) and *Institutional Critique: An Anthology of Artists Writings*,³³ (2011) which together constitute a rich source of primary information, such as interviews, artist writings, critical writing and other seminal texts of and on the period.³⁴ *Conceptual Art: A Critical Anthology* and *Recording Conceptual Art* are anchored in the later emergence of historical documents. In addition to private correspondence these documents are recordings of the exchange between artists, critics, and theorists, which suggest a paradoxical exclusivity of this material, since on the one hand the publications which were originally written and produced to be accessible and affordable quickly became difficult to find as they were limited-edition catalogs, small journals and pamphlets. It is also a historical twist, which is making this material more desirable and collectible for every year.³⁵ Starting in 2000 Siegelau sought to counteract the developed exclusivity by publishing some of the material including ARRTSA, for free download online, which is how I initially came across it.³⁶

The Artist's Contract (2009) is the German artist Maria Eichhorn's project, which revolves around ARRTSA and comprises of an exhibition, that took place at the Kunsthaus Bregenz in Austria, in 1998, and a comprehensive publication which documents the exhibition as well as her research on it between 1996-2005 including interviews with Siegelau, Hans Haacke, Lawrence Wiener, Daniel Buren, Jackie Winsor, Robert Projansky, Carl Andre and others on their take on the practical and

²⁸ Bryan-Wilson, 2009, p. 15.

²⁹ Bryan-Wilson, 2009, p. 2.

³⁰ Alberro and Stimson (ed.), 1999.

³¹ Alexander Alberro and Patricia Norvell (ed.), *Recording Conceptual Art. Early interviews with Barry, Huebler, Kaltenbach, LeWitt, Morris, Oppenheim, Siegelau, Smithson*, Berkeley: University of California Press, 2001.

³² Alberro and Buchmann (ed.), 2006.

³³ Alberro and Stimson (ed.), "Institutional Critique, an anthology of artist's writings", Cambridge: The MIT Press, 2011.

³⁴ Alberro has also edited artist writings by first and second generation conceptualist, such as Hans Haacke, Andrea Fraser, Robert Smithson, Martha Rosler and Dan Graham.

³⁵ Alberro and Stimson (ed.), 1999, p. xviff.

³⁶ Primary Information <http://www.primaryinformation.org/pdfs/>

ideological implications of the Agreement.³⁷ Although the perspective is that of hindsight these interviews echo the ambiguity that ARRTSA stirred up in the art community when it was launched. In addition to documenting the exhibition and recording firsthand experiences and impressions about ARRTSA, the publication also contains facsimiles of historic documents such as Siegelaub's correspondence, a questionnaire filled out by Joseph Beuys, first and the second (modified Projansky alone) edition of ARRTSA, sales documents, contracts and certificates used by some of the interviewed artists, which has provided valuable insight into the - often less publicized - field of artist's contracts.

From Conceptualism to Feminism, Lucy Lippard's number shows 1969-74 (2012) edited by Cornelia Butler, chronicles independent curator Lippard's practice. Lippard and Siegelaub were colleagues, collaborated on each other's projects and were also in a relationship from late 1968 until Siegelaub left New York in 1972. In addition to insight into a parallel independent curatorial practice and enriching my perspective with a feminist insight, Butler's book has given me valuable understanding of the influences behind Siegelaub's growing political engagement leading up to the publication of ARRTSA.³⁸

Katherine Kerrigan's dissertation from 2013 *Cataloguing critique: Experimental forms of documentation in American art, 1970-1977*, is based on case studies of self-published artworks, such as exhibition catalogues, pamphlets and posters, and points to how the 1970s witnessed a real slippage among functions of positions in the art world, especially in the function of the curator. Among others, Siegelaub's publishings are shown to have challenged the aesthetic and institutional framing of art practice, and Kerrigan goes on to demonstrate that this shift in curatorial practice changed the practical relationship between artist and curator.³⁹

Sara Martinetti's *Chronology* has provided me with a clear and comprehensive overview of Siegelaub's life long involvement in art.⁴⁰ I have included an edited version of it here as an appendix.⁴¹

³⁷ Maria Eichhorn and Gerti Fietzek, 2009, Salzburger Kunstverein online exhibition archive: <http://www.salzburger-kunstverein.at/en/exhibitions/1998/1998-02-10/maria-eichhorn>

³⁸ Cornelia Butler (ed.), *From Conceptualism to Feminism, Lucy Lippard's number shows 1969-74*, Afterall Books in association with the Academy of Fine Arts Vienna; the Center for Curatorial Studies, Bard College; and Van Abbemuseum, 2012.

³⁹ Katherine Kerrigan, *Cataloguing critique: Experimental forms of documentation in American art, 1970-1977*, University of Southern California, ProQuest Dissertations Publishing, 2013. 3609923, p. xx.

⁴⁰ Sara Martinetti, *Chronology*, <http://www.ravenrow.org/texts/39/>

⁴¹ "seth siegelaub: beyond conceptual art" is a exhibition and the first posthumous catalog of Siegelaub's life's work, curated by Leontine Coelewijn and Sara Martinetti, at Stedelijk Museum in Amsterdam.

Poetry scholar and critic Marjorie Perloff has written extensively on the generic conventions of the manifesto. Her analysis of F.T. Marinetti, Tristan Tzara and other modernist manifestos, for instance the use of narrative as means to validate their demands, as well as the use of “question, exhortation, repetition, digression, tropes, and rhetorical figures to draw the audience into their radius of discourse” have informed my linguistic analysis of Siegelau’s introductory text.⁴² I also find support for my analysis in Perloff’s reading of the genre which emphasizes “its coterie address, its complex network of concrete but ambivalent images, and its elaborate structuring” which look ahead “to many of our own exemplars of conceptual art-texts no longer claiming to be manifestos and to move society to action, but occupying a similar space between lyric and narrative, or lyric and theatre, or lyric and political statement. Manifesto art thus paves the way for the gradual erosion of the distinction between “literary” and “theoretical” texts.”⁴³ Thus aligning Siegelau’s introduction with the genre of the modernist manifesto - as opposed to simply a practical guide, a literary preface or personal commentary - offers different and perhaps new ways of opening up Siegelau’s introductory text and understanding its meaning and potential, whether fully intended or not.

2 Analysis of The Artist’s Reserved Rights Transfer and Sale Agreement

In the first and second phase of CDA I will place the discourse event in the social practices of its time and place. The first phase looks at the art scene in New York in the late 1960s – early 1970s, Seth Siegelau’s background, practice and persona leading up to the publication of ARRTSA, and an overview of the initial reception and critique of it. Together these chapters constitute both a description of the background and my analysis of the discourse practices surrounding ARRTSA, which includes production, distribution and consumption.

The second part of the analysis starts with a description and analysis of the graphic design and is followed by a close linguistic analysis of the text which is based on locating key rhetorical strategies and devices, such as *ethos*, *logos* and *pathos*, following the argumentation and tracing the generic conventions of the manifesto. The results of the CDA are synthesized in the following discussion.

⁴¹ See Appendix G: Sara Martinetti’s “Seth Siegelau Chronology” (edited by Diana Kaur).

⁴² Perloff, Marjorie ‘*Violence and Precision*’: *The Manifesto as Art Form*. Chicago Review 34.2, 1984, p 71f.

⁴³ Marjorie Perloff, 1984, p. 93.

2.1 Analysis of the discursive and social practices

2.1.1 Conceptualism in New York in the late 1960s – early 1970s

The birth of the conceptual art movement in America in the late 1960s was a reaction against America's first homegrown art movement, abstract expressionism, championed by Clement Greenberg⁴⁴. But the distancing went further than that, to the so-called "Americanism", or cultural imperialism and took the sociopolitical changes and increasingly politicized landscape in society as its backdrop.⁴⁵ In the midst of a booming art market, conceptual art was a postmodern movement - initially known as anti-object art, immaterial art, dematerialized art or concept art - in which artists reassessed the Duchampian notion of the idea of art as primary, not the object itself.⁴⁶ In what stands as the first manifesto of conceptual art, *Paragraphs on Conceptual Art*, 1967, Sol LeWitt articulated the main concerns occupying the conceptual art movement, by offsetting them against abstract expressionism's reliance on rational decision-making in the artistic process.⁴⁷ Alberro identifies a newfound skepticism in the anti-object movement and places it in the social context of the rebellion against existing cultural institutions, as well as the increased commercialization.⁴⁸

In 1968 New York based critics Lucy Lippard and John Chandler published what was to become a "seminal essay on the burgeoning conceptual art scene"⁴⁹ entitled *The Dematerialisation of the Art Object*.⁵⁰ It was aimed at "capturing symptomatic tendencies taking place within an Anglo-American art world shaped by happenings, Fluxus, Pop, Minimal and Conceptual art" in which "dematerialized art" would become the normative category during the changeable reception of conceptual art.⁵¹

⁴⁴ Clement Greenberg (January 16, 1909 – May 7, 1994) was an American art critic, best remembered for his promotion of the abstract expressionist movement in New York.

⁴⁵ Clement Greenberg "After Abstract Expressionism" 1967 (Also found in Harrison and Orton, 1984)

⁴⁶ Meanwhile Duchamp himself was still active. In June 1968 Duchamp was interviewed about his lifelong ambivalent relation to art and in particular the commodity status of art, how value was created on the art market and whether his own practice of making and selling copies of his previous works was in any way incongruous with his purported mission to "desacralize" the art object. "I've been in [art] all the time but still want to get rid of it. [...] I cannot explain" was Duchamp's own conclusion. Marcel Duchamp interviewed by Joan Bakewell, The Late Show, BBC 15 /6 1968, (27.50 min)

<https://www.youtube.com/watch?v=Bwk7wFdC76Y&list=PLEoyInM1741tPAFiOA07ejSoIGYYrc2kq>

For more on the booming art market see for instance Alexander Alberro *Deprivileging art: Seth Siegelaub and the politics of conceptual art*, 1996, p. 20ff.

⁴⁷ Sol LeWitt, "Paragraphs on Conceptual Art", first printed in *Artforum*, no. 5:10 (Summer 1967), p. 79-84. Reprinted in Ed. Alexander Alberro and Blake Stimson "Conceptual Art: a critical anthology", 1999, The MIT Press Cambridge, p. 12ff.

⁴⁸ Alexander Alberro, *Conceptual Art and the politics of publicity*, 2003, MIT Press, page 7ff.

⁴⁹ See Appendix G: Sara Martinetti's "Seth Siegelaub Chronology" (edited by Diana Kaur). Also online:

<http://www.ravenrow.org/texts/39/>

⁵⁰ Lucy Lippard and John Chandler "The Dematerialisation of the Art Object", *Art International*, vol 12, no. 2, February, 1968, p. 31-36.

⁵¹ Cornelia Butler (red.) *From Conceptualism to Feminism, Lucy Lippard's number shows 1969-74*, 2012. P. 11.

Along with its “context-specific” nature, this art was early on – from the onset even - understood as a reaction against the increasing commodification of the art object.⁵²

In early 1969 the civil rights movement and the anti-Vietnam War movement were gaining momentum, and the second wave of the women’s movement was beginning, with organizations such as Women Artists in Revolution (WAR) and the Ad Hoc Women Artists’ Committee.⁵³ In the aftermath of the May 1968 uprisings in Paris and elsewhere, it was a breaking point in history, which opened up new ground for artistic practices and every direction had a manifesto written in the name of their movement.⁵⁴ In 1969 an anonymous text circulated in the New York art world, declaring: “[w]e must support the Revolution by bringing down our part of the system and clearing the way for change. This action implies total dissociation of art making from capitalism.”⁵⁵ It was signed, simply, “An art worker.” According to Julia Bryan-Wilson the rise of the term art worker among artists and critics and the circulation of urgent pleas such as this was the result of a heightened awareness of the conditions under which art was produced and distributed and how it was of consequence within the political sphere. In the process *art work* was redefined as no longer confined to describing aesthetic methods, acts of making, or art objects, but as imbedded in artists’ collective working conditions. The redefinition of artistic labor was vital not only to the conceptual art movement but also to the related and concurrent movements of minimalism, process art and feminist art criticism.⁵⁶ Despite the unique parameters of the social context, these developments follow a traditional avant-garde-impulse of reconnecting with life and of artists seeking to access a new public, which is different than the usual select art world professionals and collectors. Hence artistic practice had to be “demystified”.⁵⁷ In an egalitarian pursuit and effort to undermine the rampant art market logic, notions of autonomy,

⁵² Katherine Kerrigan, 2013. Page 9. The epithet “Greenbergian” refers to the highly influential art critic and essayist Clement Greenberg (1909 –1994) associated with American modernism and best known for his promotion of abstract expressionism.

⁵³ Meredith A. Brown, *The Enemies of Women’s Liberation in the Arts Will be Crushed: A.I.R. Gallery’s Role in the American Feminist Art Movement*, The Courtauld Institute of Art, University of London. Accessed on 3 Nov 2015: <http://www.aaa.si.edu/essay/meredith-brown>

⁵⁴ For instance: Situationist Manifesto 1960, The Chelsea Hotel Manifesto 1961, I Am For An Art... Manifesto, 1961, Fluxus Manifesto 1963, SCUM Manifesto 1967, Maintenance Art Manifesto 1969, AfriCobra Manifesto 1970, WAR Manifestos early 1970s – or “Women Artists in Revolution”, Women’s Art: A Manifesto 1972, etc. For an easily accessible overview of manifestos written during 1960 – 1975 see Wikipedia: https://en.wikipedia.org/wiki/Art_manifesto#Counterculture_1960.E2.80.9375

⁵⁵ Typed flyer signed “An art worker,” June 1969, New York, Lucy Lippard Papers, Museum of Modern Art file, AAA. Bryan-Wilson, 2009, p. 1.

⁵⁶ Bryan-Wilson, 2009, p. 1. Italics by Bryan-Wilson.

⁵⁷ “I think in our generation we thought that we could demystify the role of the museum, the role of the collector, and the production of the artwork; for example, how the size of a gallery affects the production of art, etc. In that sense we tried to demystify the hidden structures of the art world.” Seth Siegelaub, in Paul O’Neill, “The Curatorial Turn. From Practice to Discourse”, Judith Rugg (ed.), *Issues in Curating Contemporary Art and Performance*, Chicago 2007, p. 13-28, p. 13.

uniqueness, scarcity and exclusivity - or what the French sociologist Pierre Bourdieu has termed symbolic value - had to be purged from art and art making.⁵⁸

A parallel aspect is that the early conceptualists were the first generation of artists to complete degree-based university training in art, which meant that artists were moving towards the role of the “intellectual” at the same time as a new University-educated middle class was gaining financial ground in the US.⁵⁹ This meant that affinities arose between artists and the new affluent middle class, but it also brought with it problematic aspects, such as the predominant view of art as commodity and speculation.⁶⁰ These are implications that had importance for the formulation of ARRTSA, for instance in the way Siegelauub strives to educate all involved, and especially the collectors, of their rights and obligations towards the artists, but also articulate a code of conduct, in other words, to regulate social practices.⁶¹

The Takis-incident at the Museum of Modern Art in New York, MoMA, on January 3, 1969 is generally quoted as the moment of crisis, which led to an open conflict between artists and the art establishment, in particular with MoMA. It came about when a commissioned work by the artist Vassilakis Takis for the group exhibition *The machine as seen at the end of the mechanical age*, was excluded and a smaller work by Takis, which was already owned by MoMA, replaced it.⁶² The artist protested against the decision but as his requests were dismissed he took to action.⁶³ Together with a small group of friends he removed the sculpture and retreated into the courtyard of the museum from where he demanded to speak to the director. Pontus Hultén, guest-curator at MoMA at the time was responsible for the decision, but the disgruntlement went further to cover artists’ collective disenfranchisement with respect to art museums and the art establishment in general. In response to the event the group around Takis, including Hans Haacke, formed The Art Worker’s Coalition

⁵⁸ Elise Noyez, *Double Standard - On issues of parity and exclusivity in Seth Siegelauub’s market strategy*, p.1. <https://criticalissuesintheculturalindustries.wordpress.com/market/double-standard/>. And Alexander Alberro, 2003, p. 7ff.

⁵⁹ See for instance: Peter Osborne, *Conceptual Art: Themes and movements*, London: Phaidon, 2002. p. 28. And Alberro, 2003, p. 44.

⁶⁰ Alexander Alberro, 1996, p. 20ff.

⁶¹ Maria Eichhorn I”nterview with Seth Siegelauub”, Maria Eichhorn and Gerti Fietzek (ed.), 2009, p. 39. And “A conversation: between Seth Siegelauub and Hans Ulrich Obrist”, *TRANS*> #6, 1999, arts.cultures.media, p. 51- 63.

⁶² *The machine as seen at the end of the mechanical age*, group exhibition catalog published by MoMA, 1968, New York: Graphic Society Ltd. Exhibition, exhibition dates 27 November 1968 – 29 February 1969, curated by KG Pontus Hultén. The sculpture by French, Greek born artist Vassilakis Takis included in the exhibition was *Tele-Sculpture*, 1960, gifted to the museum by collectors de Menil. Flyer reproduced in AWC, Documents 1 (New York: AWC, 1970), p. 194.

⁶³ Before Takis took action he issued a flyer announcing his intended action as “Let’s hope our unanimous decision January 1st 1969 to remove my work from the Machine exhibition at the Museum of Modern Art will be just the first in a series of acts against the stagnant policies of art museums all over the world. Let us unite, artists with scientists, students with workers, to change these anachronistic situations into information centres for all artistic activities, and in this way create a time when art can be enjoyed freely by each individual.” AWC Archival file, also partly reprinted in Bryan-Wilson, 2009, p. 13.

(AWC) and a list of demands was put together which AWC presented to the director of MoMA, Bates Lowry. The list included 13 demands, calling for more diversity in the museum's programming and organization, and economic demands such as remuneration for lending artworks for exhibition purposes and a percentage on resale.⁶⁴ They also requested a meeting with the director to discuss museum reform, but as that failed to happen Joseph Kosuth organized the meeting to be held at the School of Visual Arts, on April 10, 1969.⁶⁵

In a very short time AWC grew rapidly as more artists, but also critics and other creative workers including Carl Andre, John Perreault, Rosmarie Castoro, Max Kozloff, Lucy Lippard and Seth Siegelub joined. Up until 1972 their public meetings, or "open hearings", were an influential forum, and many testimonies by influential artists and art professionals were delivered and documented there.⁶⁶ In particular Sol LeWitt's statement, *Some Points Bearing on the Relationship of Works of Art to Museums and Collectors*, delivered on April 10, 1969, is of interest in this thesis as it has many resemblances with the demands that Siegelub presented in ARRTSA, a year later.⁶⁷ For instance:

1 A work of art by a living artist would still be the property of the artist. A collector would, in a sense, be the custodian of that art. 2 The artist would be consulted when his work is displayed, reproduced, or used in any way. 3 The museum, collector, or publication would compensate the artist for use of his art. This is a rental, beyond the original purchase price. The rental could be nominal; the principle of a royalty would be used. 4 An artist would have the right to retrieve his work from a collection if he compensates the purchaser with the original price or a mutually agreeable substitute. 5 When a work is resold from one collection to

⁶⁴ The list of demands parafrased: (1) A public hearing at the museum in February on "The Museum's Relation to Artists and to Society" (2) A section of the museum directed by Black artists to present the accomplishments of Black artists (3) Museum activities in the "Black, Spanish, and other" communities and exhibits that these groups could identify with (4) A committee of artists to be given curatorial experiences and to annually organize exhibits (5) Two nights that the museum would be open until midnight and that admission would be free at all times (6) Rental fee payment to artists for their work (7) Recognition of an artist's right to refuse to show a work owned by the museum in an exhibit that is not a permanent collection (8) Declaration by the museum of its copyright legislation and action to inform artists of their legal rights (9) A registry of artists at the museum (10) The museum of experimental works with unique environmental conditions at the museum (11) A section of the museum to show the works of artists without galleries (12) Museum staff to install and maintain technological works (13) A museum staff member to address artist grievances that may arise. Source: Erica Janko, Global Nonviolent Action Database, 05/11/2015: <http://nvdatabase.swarthmore.edu/content/art-workers-coalition-demonstrates-artists-rights-1969>. Also see MoMA's online archive for an image of the original document: <http://www.moma.org/interactives/exhibitions/2013/siegelub/>

The list of demands was revised several times and published in its final form in March 1970, in *Studio International*, (London), vol. 180, no 927, November 1970, p. 171-172. Reprinted in: Ed. Alexander Alberro and Blake Stimson, 2011, p. 88f.

⁶⁵ Julia Bryan-Wilson, 2009, p. 20. And Alexander Alberro, 1996, p. 313ff.

⁶⁶ For a comprehensive overview of AWC see Julia Bryan-Wilson, 2009, Page 13ff. For a detailed account of the events see: Erica Janko, "Global Nonviolent Action Database", 05/11/2015.

⁶⁷ LeWitt had just published his "Sentences on Conceptual Art", first printed in *0-9*, no. 5 (January 1969), p 3-5. Reprinted in Alexander Alberro and Blake Stimson (ed.), 1999, p. 106ff.

another, the artist would be compensated with a percentage of the price. 6 An artist should have the right to change or destroy any work of his as long as he lives.⁶⁸

Siegelaub and Projansky included all demands, apart from number 4 and 6, in the Agreement. At the same event a number of notable presenters, among them Carl Andre, Robert Barry, Gregory Battcock, Mark di Suvero, Farman, Hollis Frampton, Dan Graham, Alex Gross, Hans Haacke, Joseph Kosuth, Lucy Lippard, Tom Lloyd, Barnett Newman, Faith Ringgold, Gene Swenson, Jean Toche and Seth Siegelaub delivered speeches. In the following chapter early incentives behind ARRTSA will be traced in Siegelaub's speech.

In this chapter I have pointed at the textual discourse Siegelaub was surrounded by and participated in during the late 1960s, and leading up to the publication of ARRTSA. Another, perhaps a direct precursor to it, is Daniel Buren's artist's contract, *Avertissement*, from 1968-1969.⁶⁹ Advised and drafted by French lawyer/curator Michel Claura it was based on *Droit Moral*, which refers to moral rights, of Europe and France in particular.⁷⁰ As there was a keen and close contact between the conceptualists in parts of Europe, for instance in Paris where Claura and Buren were based and New York, Siegelaub was well aware of the reasoning behind the *Avertissement*.⁷¹

The context in which ARRTSA was written and presented was thus characterized by recent radical sociopolitical changes and an increasingly politicized landscape. The collective strive towards decentralization, global perspectives and other anti-institutional trends of the period combined with the demystification of artistic practices had by mid 1969 opened up the art scene in an unprecedented way. But then this open situation began to implode. Alberro has located the beginning of this "re-centering" to a peculiar phenomenon, namely that of critics singling out the curator as the central creative force behind an exhibition, in other words using artists as their medium. And Siegelaub was

⁶⁸ Maria Eichhorn and Gerti Fietzek (ed.), 2009, p. 11, plus footnote and Julie Ault (ed.) and Social Text Collective, "Alternative art, New York, 1965-1985: a cultural politics book for the Social Text Collective". Drawing Center (New York, N.Y.), Minneapolis: University of Minnesota Press, 2002, p. 23f.

⁶⁹ See Eichhorn's interview with Siegelaub and an example of Daniel Buren's *Avertissement* in Maria Eichhorn and Gerti Fietzek, (ed.), 2009, p. 41 and 111ff.

⁷⁰ "The term "moral rights" is a translation of the French term "droit moral" and refers to the ability of artists to control the eventual fate of their works. Artists is said to have the "moral right" to control their work. The concept of moral rights thus relies on the connection between the artists and their creation. Moral rights protect the personal and reputational, rather than purely monetary, value of a work to its creator. Quote from "Moral Rights Basics" by Betsy Rosenblatt, Harvard Law School, last accessed: 9 nov 2015:

<https://cyber.law.harvard.edu/property/library/moralprimer.html>

See also article by Stig Strömholm "Droit Moral – The International and Comparative Scene from a Scandinavian Viewpoint". Accessed on 1 Nov 2015: <http://www.scandinavianlaw.se/pdf/42-14.pdf>

⁷¹ Maria Eichhorn and Gerti Fietzek (ed.), 2009, p. 41.

first in line to be suspected of being an artist.⁷² With the above outlined social and discourse practices in mind, I will now look at the person and art professional Siegelaub and how his practice addressed issues and presented an art that adequately fit the bill, at least up to a certain point.

2.1.2 Seth Siegelaub – the idealist professional / the professional idealist

Siegelaub was born in 1941 in the Bronx, New York, as the first of four children and raised in what he has described as an intellectually curious lower middle class family. In 1960 he moved to Manhattan where he attended Hunter College but soon lost interest in his studies. He worked as a part-time assistant at the Sculpture Center, developed an interest in Oriental rugs and started collecting books on the subject.⁷³ In June 1964, when he was 23 years old and the art market was booming, he opened a gallery in his own name, Seth Siegelaub Contemporary Art. It was located at 16 West 56th Street in New York, and he presented paintings and happenings by Pierre Clerk, Michael Eastman, Arne Hendin, Alfred Michael Iarusso, Herbert Livesey, Dennis MacCarthy, Lawrence Weiner and Edward Whiteman. But despite much hard work Siegelaub was weighed down by the overhead costs, day-to-day formalities and duties of running a gallery space.⁷⁴ He has stated that in addition to the financial difficulties he was experiencing doubt about the gallery's artistic direction. In an interview with Eichhorn, in a reply to her question about what made him develop his signature mediation practice Siegelaub stated:

It was easy. First of all, I didn't have the money and means. With the exception of coop galleries, which were run by the artists, gallery owners, in general, were not poor. I had no family connections, I hadn't been to Princeton or Yale, and I suppose that his predisposed me to a certain kind of art making practice. I mean, I couldn't afford to deal in expensive paintings.⁷⁵

By the end of April 1966 he closed the gallery and started dealing from a three-room apartment in a high-rise on Madison Avenue and 82nd Street in New York.⁷⁶

⁷² Other curators who were suspected of being artists included Lucy Lippard, Harald Szeemann and Kynaston McShine. Alberro, 1996, p. 369ff.

⁷³ Appendix G: Sara Martinetti's "Seth Siegelaub Chronology" (edited by Diana Kaur), p. 1.

⁷⁴ Alberro, 1996, p. 20ff.

⁷⁵ Eichhorn and Fietzek, (ed.), 2009, p. 47.

⁷⁶ He also as did occasional presentations and sales of textiles and rugs in his gallery. Alexander Alberro, 2003, p. 10f. And Appendix G: Sara Martinetti's "Seth Siegelaub Chronology" (edited by Diana Kaur), p. 1.

From then on SiegelauB divided his time, networking and doing business between the apartment and a restaurant and night club, Max's Kansas City on Park Avenue South at 17th Street, which had become a popular meeting point for artists, curators, critics, collectors and visiting Hollywood celebrities.⁷⁷ This is also where the quartet most associated with SiegelauB and consisting of Robert Barry, Lawrence Weiner, Douglas Huebler and Joseph Kosuth was crystalized. Having developed close working and personal relationships with them, SiegelauB's representation started exceeding a dealer's usual involvement in their artists. Since these artists no longer required the institutional framework for their art, such as the pristine white cube, they welcomed SiegelauB's involvement, which resulted in new spatial challenges, formal experimentation, collective processes, material dissolution, temporal criteria and political content. Alberro concludes that even though their art was immersed in the logic of advanced capitalism - which imagined ambitious art as a symbolic ally (rather than a threat) to consumer culture - by still assuming the existence of a public it remained highly political.⁷⁸

Together with the wealthy businessman Jack Wendler, SiegelauB also started a company: Image. Art Programs for Industry Inc., a public relations company aimed at bringing artists and industry together via the use of new industrial materials.⁷⁹ The company was only active between 1967–1968 and it is difficult to assess whether it was considered a successful venture.⁸⁰ In interviews SiegelauB has expressed an ambiguity towards funds coming from the industry and what the industry expect in return, but at the same time he maintains – in his signature pragmatic way – that:

...money is all the same. [...] it really makes no difference whether it's big business's money or not. Money's standard, everybody has money; it's a standard commodity. But not many people make art. That's where my interest lie. So I don't make any difference; I don't have favorites. I don't believe in important collectors, only in important artists.⁸¹

The fact that the company was so short lived (1967–1968) suggests that it did not function in a satisfactory way, although it is also highly likely that catering to big business corporations might have become an affiliation SiegelauB was no longer keen on as he was becoming more politically aware.

⁷⁷ Among the people he met at the Max's Kansas City were the artists Carl Andre and Sol LeWitt, "gallerist Richard Bellamy and art historian and curator Eugene C. Goossen, whose critical and active support of artists impressed him". See Appendix G: Sara Martinetti's "Seth SiegelauB Chronology" (edited by Diana Kaur), p. 1.

⁷⁸ Alberro, 2003, p. 122.

⁷⁹ See Appendix G: Sara Martinetti's "Seth SiegelauB Chronology" (edited by Diana Kaur). Also online: <http://www.ravenrow.org/texts/39/>

⁸⁰ Alberro, 2003, p. 122. And interview with SiegelauB in Alberro and Norvell, p. 46.

⁸¹ Alberro and Norvell, 2001, p. 46.

In his dissertation and the subsequent book *Conceptual Art and the politics of publicity* Alberro has documented, in particular, Siegelau's efforts to manage, promote and sell the works that his artists were making - efforts which earned him the epithet "the Kahnweiler of the latter part of the twentieth century".⁸² According to Alberro there was a "symbiotic relationship between Siegelau's novel distribution strategies"⁸³ and the artistic developments in the work by the artists associated with him. Alberro states that "(j)ust as these artists developed a type of work that sought to abandon the limitations of the object, aesthetic concerns, and privileged codes or access, so Siegelau altered conventional forms of distribution, and thereby the work of art's position within the social hierarchy of cultural information."⁸⁴ These developments brought with it a set of issues of which one was of course the economic aspect, and in a conversation with Michel Claura Siegelau declared this aspect of conceptual art as perhaps the most interesting: "(f)rom the moment when ownership of the work did not give its owner the great advantage of control of the work acquired, this art was implicated in turning back on the question of the value of its private appropriation. How can a collector possess an idea?"⁸⁵

Correspondence with six collectors shows that in tandem with these early developments Siegelau drew up "the relevant documents to certify ownership". These included the use of instructions and certificates, which were signed by the artist to complete the sale to collectors and affirm their property. But over the course of the following years, as Siegelau became more politicized, these marketing strategies were put in the service of articulating and protecting artist's rights and interests in their work after transfer of ownership. These efforts would later culminate in the publication of *ARRTSA*.⁸⁶

In the winter of 1968 - 1969 Siegelau met curator and critic Lucy Lippard at an AWC meeting. They discovered that they shared an interest in the conceptual art movement and soon started collaborating on each other's projects on a day-to-day basis. They were also in a relationship and lived together on and off until Siegelau moved to Europe.⁸⁷ Lippard had already organized exhibitions when they met and Siegelau has stated in an interview that it was through her practice as

⁸² Joseph Kosuth interviewed by Patricia Ann Norvell, 10 April 1969. Alberro, 2003, p. 3.

⁸³ Alberro, 2003, p.149.

⁸⁴ Alberro, 2003, p.149.

⁸⁵ Michel Claura and Seth Siegelau "l'art conceptuel", Originally appeared in *XXe siècle*, no. 41, (December 1973), p. 156-159, in French. Translated by Blake Stimson to be first published in ed. Alexander Alberro and Blake Stimson, 1999, quote from p. 289.

⁸⁶ Alberro, 2003, p. 164.

⁸⁷ See for instance Lucy Lippard "Seth Siegelau (1941–2013)", published in the November issue of *Artforum*, 2014. 02.11.14 <http://artforum.com/passages/id=45178> And Butler (red.), 2012, p. 30, 40 and 72.

well as his own projects that the idea of independent curating became a possible position.⁸⁸ Cornelia Butler has read their intertwined chronologies and dialogue as “a kind of evolving call and response” in which their political awareness was informed by each others activities and both benefitted from moral support and argument. For instance, they exhibited works by many of the same artists and while Lippard in her number shows used geographical space to move the conceptual and material framework of her exhibitions towards the territory of post-Minimal sculpture and Land art, Siegelau used the language, aesthetic, speed and logic of technology and public relations marketing strategies to push the boundaries of art.⁸⁹ While Lippard was questioning notions of center and periphery in her exhibitions, Siegelau used technology to distribute art as primary information and thus made decentralization possible.⁹⁰ Siegelau’s and Lippard’s affiliation has not been discussed much – certainly not near the extent that Siegelau’s relations with the above mentioned male quartet have been analyzed and discussed - and there are not many recordings or documents of their exchanges which have been made public. Nonetheless, the fact that Siegelau during his most groundbreaking and productive years in the art world shared life and work with an influential radical political feminist agitator and socialite, is an aspect of his social context and social practice which I find important to consider in the scope of the CDA in this thesis.⁹¹

On Sunday afternoons Siegelau would invite a select group of artists, curators, critics and collectors to his apartment to meet and mingle with the artists he represented. This social practice created an “inner circle” around him in which the artist’s presence fostered a notion of exclusivity and uniqueness and generated a great deal of social capital.⁹² Social capital which was “transforming the maker’s presence and personality into the main guarantees of a work’s authenticity”, in other words symbolic capital.⁹³ In December 1969 Siegelau explained the developments and the task he had taken upon himself:

⁸⁸ Butler (ed.) 2012, p 250.

⁸⁹ Cornelia H. "Connie" Butler is an American museum curator, currently Chief Curator at the Hammer Museum in Los Angeles. From 2006-2013, she served as the Robert Lehman Foundation Chief Curator of Drawings at the Museum of Modern Art. She edited *From Conceptualism to Feminism, Lucy Lippard's number shows 1969-74*, in 2012, p. 40 and footnotes. Also see interviews with Siegelau in which he talks explicitly about his practice, such as Patricia Norvell’s interview from 7 April 1969, in Alberro and Norvell (ed.), 2001, p. 31-55.

⁹⁰ Alberro, 2003, p. 153 and Butler (ed.), 2012, p. 250. And see for instance: Patricia Norvell interviewing Seth Siegelau in 1969, in New York. In Alberro and Norvell (ed.), 2001, p. 31ff.

⁹¹ The only sources that I’ve found which consider this aspect are interviews with Siegelau and Lippard. Perhaps most notable in Butler (ed.), 2012, where Lippard and Siegelau talk about their relationship in interviews with Anthony Hudek and Jo Melvin, p. 72 and 250 and 260ff. And Lippard “Seth Siegelau (1941–2013)”. In Alberro, 2003, he mentions in passing in a footnote on page 204n33 that Lippard was Siegelau’s “then companion”. Here I must also add that I have not had or sought access to archives, for instance Lippard’s or Siegelau’s, which have been donated to public institutions, such as the MoMA, for the purpose of writing this thesis.

⁹² Alberro, 2003, p.12.

⁹³ Quote by Thomas Crow, through Noyez “Double Standard On issues of parity and exclusivity in Seth Siegelau’s market strategy”.

Until 1967, the problems of exhibition of art were quite clear, because at that time the ‘art’ of art and the ‘presentation’ of art were coincident. When a painting was hung, all the necessary intrinsic art information was there. But gradually there developed an ‘art’ which didn’t need to be hung. An art wherein the problem of presentation paralleled one of the problems previously involved in the making and exhibition of a painting: i.e. *to make someone else aware that an artist had done anything at all*. Because the work is not visual in nature, it did not require the traditional means of exhibition, but a means that would present the intrinsic ideas of the art.⁹⁴

Thus Siegelau’s role had changed from that of a gallerist to a private dealer and promoter of (mainly) four artists, to that of a consultant, an organizer of information, a catalyst and a spokesperson for an emerging direction in art, which would become established as the Conceptual art movement.⁹⁵

Siegelau became known for his freelance projects, which would tally to a total of 21 independent projects in three and a half years, in which he did not only select artists and works to exhibit but also commissioned site-specific works.⁹⁶ According to Katherine Kerrigan “the practice of Seth Siegelau bypassed the art world with exhibitions that took place outside of galleries or were united in publications that were art rather than being about art. In Siegelau’s shows, the information presented in the catalog was the primary content of the show, as there was no exhibition site or gallery to be visited.”⁹⁷ His book-as-exhibition projects, of which the so-called Xerox book is the most well known, revised the audience’s expectations about how catalogs function. They redefined the role of the traditional catalog from that of documentation to one with the potential to express critical or contradictory viewpoints and became a distinct art object in its own right, separate to or in place of, the exhibition.⁹⁸ The context which Siegelau offered to artists in the publications, prompted new works, based on “equal premises” for each artist invited, and set in motion a turning away from the notion of “artistic quality”, good or bad art, leaving it up to the artists to decide, as part of their work, their responsibility on which he did not make any value judgments.⁹⁹

⁹⁴ Quote from Siegelau in “On Exhibitions and the World at Large: Seth Siegelau in Conversation with Charles Harrison,” *Studio International* 178, no. 917 (December 1969), 202. Reprinted in Alberro and Stimson, 1999, p. 199.

⁹⁵ Alberro, 2003, p. 83 and 170. Note that Alberro does not use the description “spokesperson”.

⁹⁶ Kerrigan, 2013, p. 12.

⁹⁷ Kerrigan, 2013, p. 2, and Alberro, 2003, p.155ff.

⁹⁸ Kerrigan, 2013, p. 11.

⁹⁹ Alberro, 2003, p. 159. Siegelau’s commissioning of works from artist for his publications echoes Duchamp method of choosing the ready-mades: “No taste, no style, no liking, no disliking either”, Marcel Duchamp interviewed by Joan Bakewell, “The Late Show”, BBC 15 /6 1968, (27.50 min)

<https://www.youtube.com/watch?v=Bwk7wFdC76Y&list=PLEoyInM1741tPAFiOA07ejSoIGYYrc2kq>

Siegelaub's practice was rapidly gaining attention outside the art world to the point where Vogue magazine selected him as "one of the most likely to succeed in the upcoming decade."¹⁰⁰ When his first book-as-exhibition project *January 5-31, 1969*, became such a success that it was discussed in the popular press along with the notion of "The Siegelub idea" - the idea as the work of art - some started speculating whether Siegelaub had become an artist, which Alberro notes that he "refused to accept publicly".¹⁰¹ Instead he was very aware of the fact that this development marked the beginning of a re-centering, and that it meant that he was running out of time before, as he put it: "his opinions begin to become more important than what his opinions are about".¹⁰² Alberro maintains, in a way that perhaps fuels notions of the lone male genius, that "it was Siegelaub, rather than the artists, who most thoroughly explored the specific operation of the institutional and contextual parameters that cordon off the work of art."¹⁰³ Which puts Siegelaub in an ideal position for what was to become his final project and what he hoped would be his lasting legacy, ARRTSA.

At the AWC's open hearing at School of Visual Arts on April 10, 1969, Siegelaub delivered a speech in which he emphasized that the artist's power is located in their art. "This is the way your leverage lies. I would think that by using that leverage you could achieve much greater goals than in any other ways. It's the one seemingly unique aspect of an artist, the he makes art and no-one else does."¹⁰⁴ Alberro has noted that contrary to other speakers who expressed similar views, Siegelaub did not mean that artists should refuse to exhibit, but that they should refuse to submit themselves to the traditional social practices, established by galleries, museums and collectors.¹⁰⁵ I think that in this speech Siegelaub is testing the ground, molding arguments and finding a suitable tone to address these issues. More than contributing, I think he was listening and it gives us a first glimpse of Siegelaub's changing attitude. In an interview from April 17, 1967, Siegelaub expresses sympathy

¹⁰⁰ "Bets for the 70s", *Vogue*, 155:1 (1 Janury 1970), p. 200 – 201. Quoted through Alberro, 2003, p. 160 and footnote.

¹⁰¹ Alberro, 2003, p. 160 and footnote where Alberro has included following quote: "PN: He's becoming an artist, although he won't say that. SK: No, he won't admit it. I've tried to get him to admit it." Stephen Kaltenbach, interview with Patricia Norvell, 24 May 1969. From Alberro and Norvell, (ed.), *Recording Conceptual Art*, page 83. It might also be added here that I have not found any sources suggesting that Siegelaub held any such views in private either, though in December 1969 he conceded that he might be developing a "house style": "Failure is imminent, unfortunately over a period of twenty exhibitions one begins to become the theme and cement; which begins to be as offensive as prefaces, thematic titles etc." Charles Harrison and Seth Siegelaub "On exhibition and the world at large" in Alberro and Stimson, 1999, p. 201.

¹⁰² Siegelaub quote from interview with Charles Harrison and Seth Siegelaub "On exhibition and the world at large" in Alberro and Stimson, 1999, p. 201.

¹⁰³ Alberro, 1996, p. 24.

¹⁰⁴ Appendix C: Siegelaub's AWC-speech delivered at open hearing at School of Visual Arts, on 10 April 1969. Online source: <http://www.moma.org/interactives/exhibitions/2013/siegelaub/>

¹⁰⁵ Alberro, 1996, p. 318f.

with the AWC as well as growing concerns over artist's situation and lack of solidarity with each other.¹⁰⁶

1969 was Siegelaub's busiest year. After the AWC meeting in April, he traveled to Europe for the first time, where he came in contact with European "collectors, gallerists, curators and critics such as Daniel Buren, Michel Claura, Herman Daled, Konrad Fischer, Yvon Lambert, Marisa Merz and Mario Merz, Giuseppe Panza, Gian Enzo Sperone, Hans Strelow"¹⁰⁷ and Harald Szeemann. They became an important network for research into European laws and supported the translation, production and launch of ARRTSA in their countries. In an interview Siegelaub has stated that "[i]f it wasn't for the interest in the Contract by people in Europe, like Harald Szeemann, or Germano Celant who worked on the Italian edition (of ARRTSA), it would have stayed as just an idea."¹⁰⁸ Over the year Siegelaub worked alongside Lippard in preparation of her exhibitions, published four of his book-as-exhibitions, organized performances, seminars and debates, and a series of large, inclusive chaotic exhibitions",¹⁰⁹ while hosting his Sunday afternoon salons and occasionally traveling to Europe to install exhibitions for the four artists he worked with closely. His intense lifestyle meant he came in contact with many artists with whom he discussed the current situation, mulled over the arguments and collected new insights. This discursive activity continued and intensified the following year as Siegelaub started devoting more time to the idea of an artists contract.

In December 1970 he wrote a one-page long appeal in the form of a letter, addressing artists: "[t]here is no art without you." he begins. "You have given up rights you probably do not know exist. [...] The critics, magazines, museums, and collectors use your art [...] They trade their today against your (potential immortality) tomorrow. Because they keep you competitive."¹¹⁰ He goes on to pose five questions, or rather rhetorical questions, which gives an insight into his thought process and reasoning:

1. Would it be possible for you to sell just an 80% interest and possession in a work of art and still retain for yourself 20%, plus aesthetic and exhibition control?
2. Would it be possible for you to loan a work of art to a museum for a rental fee? Or a percentage of the gate?
3. Would it be possible for you to receive royalties on books on or about your art?
4. Would it be possible for artists to control museums?
5. Will it

¹⁰⁶ Alberro and Norvell, 2001, p. 43ff.

¹⁰⁷ See Appendix G: Sara Martinetti's "Seth Siegelaub Chronology" (edited by Diana Kaur).

¹⁰⁸ Eichhorn and Fietzek (ed.), 2009, p. 41.

¹⁰⁹ Siegelaub in a letter to Harald Szeemann, 5 July 1969, quoted through Alberro, p. 163.

¹¹⁰ See Appendix D: Siegelaub's letter draft.

ever be possible for artists to even control the immediate environment in which their works are known?

Answer.¹¹¹

I interpret these as rhetorical questions since ARRTSA presented an emphatic positive response on each point, as we will see in the analysis.

ARRTSA was published in early 1971, a moment described as the pinnacle of Siegelau's career and was almost immediately followed by his exit from the New York art-scene. Alberro has described this moment as the "reaffirmation of categories", when what had been an open situation; free of critical, national and even economic constraints, began to implode.¹¹² Calcification had set in and Siegelau saw it best to leave it to its own devices, or as he put it he "had done what he could".¹¹³

During his short time as a professional art practitioner in New York (1964-1972) Siegelau worked dedicatedly first with a loose group of artists which he represented through his gallery enterprise, and then, after giving up on the conventional gallery structure he concentrated on the artists whose practice he was closest to, which were the above mentioned male quartet. Siegelau was (together with Lippard) a pioneer and a forerunner of the freelance curator-at-large today, and hers is the practice he was most close to during the intense period between (February) 1968 and (July) 1971 when he made 21 "independent projects". During these three and a half years Siegelau's understanding of the New York art scene, in other words the social structure, changed radically. This change had an effect on his perspective of social action and agency, which was reflected in that his exhibition-making practice moved from a specific limited interest in a few artists to a more general interest in art and social practice.

2.1.3 ARRTSA and Siegelau's introductory text

The Agreement was drafted for an Anglo-American common law context and emulated Europe's civil law, which provided a stronger recognition of moral rights of authorship, *droit d'auteur*.¹¹⁴ With

¹¹¹ See Appendix D: Siegelau's letter draft.

¹¹² Alberro, 1996, p. 239ff.

¹¹³ Charles Harrison and Seth Siegelau "On exhibition and the world at large" in Alberro and Stimson (ed.), 1999, p. 201. Initially Siegelau moved to France where he was active as a Marxist media researcher, later in his life he moved to Amsterdam, married curator Marja Blom and worked on textile history bibliography. Chronology by Sara Martinetti's "Seth Siegelau Chronology" published by Raven Row, see Appendix G: Sara Martinetti's "Seth Siegelau Chronology" (edited by Diana Kaur).

¹¹⁴ Anglo-American common law refers to the English body of law developed primarily from judicial decisions based on custom and precedent, unwritten in statute or code and constituting the basis of the legal system in the United. Europe's

US common law protecting art primarily as a property, making the copyright law under common law statutes of owners, European civil law on the other hand, for instance in France and Germany, focuses on the rights of artists to have their authorial interests protected, independently of economic interests and strives to preserve the bond between artist and artwork even after transfer of ownership, making copyright laws statutes of authors.¹¹⁵ Hence the demands in the Agreement had to be aimed at redirecting the notion of “copyright” in the US - which as I have discussed above, was geared towards protecting the owner’s rights - to protecting the rights of artists, and thus more aligned with European civil law, *droit Moral* as well as *droit de suite* (French for "right to follow" which refers to resale rights). The way to do this without legislation was by giving the Agreement the status of a “social contract”¹¹⁶

Having done his research and figured out this strategy Siegelau contacted a lawyer, Jerald Ordoover, in January 1971 to help him draft the Agreement.¹¹⁷ Due to lack of time he declined and Robert Projansky, also a lawyer and present when this discussion took place, offered his services.¹¹⁸ The work commenced immediately and the Agreement was compiled in a flurry. In a day and night they had a total of 19 paragraphs, which were a mixture of various legal clauses, inspired by and in parts clearly echoing already existing artist’s contracts, such as Daniel Buren’s Avertissement and the repeated calls from artist’s such as Sol LeWitt.

Siegelau wrote an introduction addressing artists and titled “Information about the Use of the Agreement” which, as the linguistic analysis will show, had the language and attitude of a manifesto. The Agreement form and Siegelau’s introduction were printed in page-layout on either side of a large sheet of paper, which made it a poster. They also compiled a questionnaire with six questions. On January 30 Siegelau sent the poster accompanied by the questionnaire to about 500 people in his network asking for feedback on the Agreement.¹¹⁹ The documents were also distributed throughout

civil law refers to the body of private law developed from Roman law and deal with the rights of people rather than with crimes: <http://www.merriam-webster.com/dictionary/common%20law>

¹¹⁵ Eichhorn and Fietzek (ed.), 2009, p. 9f. It is worth noting that it was only after 1990, with the passage of the Visual Artist’s Rights Act in the US, that there was any statutory basis for protecting the so-called moral rights of integrity (the right to object to the derogatory treatment of an artwork) and attribution (i.e. the right to be recognized as the author of an artwork) or to object to the false attribution of authorship.

¹¹⁶ Eichhorn and Fietzek (ed.), 2009, p. 15.

¹¹⁷ Siegelau knew Ordoover through Lawrence Weiner, who at the time and still consults him to draft his paper work in conjunction with sales. Eichhorn interview with Robert Projansky p. 231, and interview with Lawrence Weiner, p. 152. For questionnaire see Appendix X Joseph Beuys, dated 18 Februari 1971, Eichhorn and Fietzek (ed.), 2009, p. 265.

¹¹⁸ Siegelau and Projansky had shared time in the same reserve air force unit, but knew each other through the local art world context, in which they had friends in common. Eichhorn and Fietzek (ed.), 2009, p. 231.

¹¹⁹ The material sent out consisted of a total of nine pages. On the questionnaire the latest return date is 15 February 1971, which is roughly two weeks. That is a short time considering the amount of information provided for consideration. Eichhorn and Fietzek (ed.), 2009, p. 263f and footnote nr. 2, and p. 301.

New York's small art community, which Siegelau estimated to about 100 people "and everyone knew each other".¹²⁰

Based on the few replies they received Siegelau edited the Agreement and dated it February 24, 1971. The poster was printed in 5000 copies, and again, the distribution was organized via direct mail to Siegelau's extensive mailing list and free of charge via art academies, cafés, bars, museums, galleries and exhibition spaces throughout the city.¹²¹ In other print it first appeared in the April-issue of *Studio International* (London), followed by *Domus* (Milan), *New York Element* (New York), *Museumjournaal* (Amsterdam), *Data* (Milan), *BBK'69 Bulletin* (Amsterdam).¹²² And Harald Szeemann expressed his support by including ARRTSA in the exhibition catalog for Documenta 5 in 1972, which he curated.¹²³ Throughout the year and the two subsequent years several launch events were organized both in New York and in Europe, which were supported by his network. For instance, in New York his friend and co-initiator of their joint venture Image. Art Programs for Industry Inc. John W. Wendler, hosted an open meeting for art dealers in his home. Elsewhere in New York presentations were held at Leo Castelli Gallery and Artist's Rights Association, to mention a few. In Europe presentations were held in Paris at Galerie Yvon Lambert and in Milan at Marina Le Noci. And both the Agreement and the introductory text were translated into German, French and Italian, at the expense of his curator, collector and gallerist friends, Daled, Claura and Fisher.¹²⁴

Siegelau's introductory text contained detailed explanations on how to use the Agreement, as well as expertise and advice based on his experiences with the art world. "Commentary" which, according to Eichhorn, "shows the social and economic intertwining of the art trade" and "is intended to substantiate the meaning and purpose of the Agreement."¹²⁵ Alberro describes it in passing as "Siegelau's explanatory preamble outlining how it was initially conceived and the practical details of its current use."¹²⁶ He then goes on to quote from and refer to it rather than the Agreement text throughout the chapter.¹²⁷

¹²⁰ Butler (ed.), 2012, p. 250.

¹²¹ Only very few replies, about 8 according to 13, have been found in Siegelau's own archives, of which Joseph Beuys' reply is reprinted here as Appendix X. The School of Visual Arts covered the costs for the first 5000 copies. Eichhorn and Fietzek (ed.), 2009, p. 263.

¹²² Eichhorn and Fietzek (ed.), 2009, p. 302.

¹²³ See letter from Szeemann to Siegelau dated 19 May 1971, Eichhorn and Fietzek (ed.), 2009, p. 34f.

¹²⁴ Eichhorn and Fietzek (ed.), 2009, p. 13f and 304. Later it has also been translated to Dutch and Spanish.

¹²⁵ Eichhorn and Fietzek (ed.), 2009, p. 9.

¹²⁶ Alberro 2003, p. 164 including footnote.

¹²⁷ A facsimile of the Agreement form, as reprinted in *Studio International*, April 1971, is included in the book, but not Siegelau's introduction. Alberro 2003, p. 165ff.

2.1.4 Initial reception and critique of ARRTSA

Through Siegelau's intense and international promotion ARRTSA became widely known in the art world. Though some artists expressed sympathy and support, it was met with harsh criticism, rejection and skepticism on all fronts.¹²⁸ The demand for 15% of the increase in value created the most controversy and encountered most resistance from artists, gallerists and collectors across the field. Many expressed a fear that collectors would stop buying art if they could not keep the entire profit for themselves. New York gallerist Paula Cooper has explained the attention and resistance the 15% clause sparked: "[b]ecause most people who buy art are capitalists. It's anathema to them."¹²⁹ Even Siegelau's artist friends like Lawrence Weiner could not fathom why artists should share the profit if they were not going to share the loss as well.¹³⁰ There were also concerns over the perceived flexibility in pricing and lack of privacy, as collectors would have to put their name to the Agreement, which would create a record of the traditionally undeclared cash flow in the art market. The National Art Workers Community perceived the biggest problem to be that the Agreement only benefitted artists who could sell their work for high prices, hence enrich those who did not need it the most. Others, like Daniel Buren, objected to the way in which the Agreement relied on the artist's signature to authenticate the artwork, by making the signature the primary product again, the Agreement negated the recent years developments in conceptual art all together.¹³¹

Much later, Alberro arrives at the notion that ARRTSA "unwittingly codified the overlap between capitalism and the arts" by cordoning off the limits of even the most immaterial and abstract work and reintroducing the auratization of the signature¹³² In contrast artist Maria Eichhorn outlines a view of ARRTSA, which is more aligned with Siegelau's own, and even goes a step further: [t]he Agreement removes all art from the market in that it is only under certain conditions that it does not exclude it from the market or keep it at a distance."¹³³

The most positive reactions and support came from Europe, from collectors who responded well to the idea of acting as custodians of art history, and from artists who understood the value of a record of who owns each work at any given time, suggesting that artists were becoming interested in the afterlife of their work once they had sold it, which was still a fairly new idea in the US at the time.

¹²⁸ Eichhorn and Fietzek (ed.), 2009, p. 13

¹²⁹ Eichhorn and Fietzek (ed.), 2009, p. 253

¹³⁰ Eichhorn and Fietzek (ed.), 2009, p. 83 and 132ff.

¹³¹ Eichhorn and Fietzek (ed.), 2009, p. 87ff and Alberro 2003, p. 169.

¹³² Alberro 2003, p. 169.

¹³³ Eichhorn and Fietzek (ed.), 2009, p. 14.

Since the US - as opposed to Europe where artist's ongoing moral rights were established under the civil laws of copyright - had no legislation to protect the integrity of artist's work, the art world was not as open and susceptible to these ideas.

2.2 Linguistic analysis

2.2.1 Analysis of the graphic design of ARRTSA as poster and insert

By graphic design I mean the overall design of the poster as a whole and how it immediately communicates visually.¹³⁴ By layout I mean the way in which the corpus text is distributed on the pages that make up the poster.¹³⁵ The overall impression of the graphic design is that the text has a conventional format in the sense that the eye travels from line to line, left to right, top to bottom of the page, with numbers ensuring the right reading order of the pages, which is from top left corner, straight down, then diagonally up to page number three and finally down for page number four. Both sides of the poster use the same font and size. One difference is that on the side that has the Agreement form printed on it, a thick dotted line cuts through the poster vertically and horizontally suggesting where to cut the poster to free the individual pages of the Agreement form. The type font - a sans-serif, most likely "Gill Sans" - is small – not bigger than 9 points - and the lines are densely arranged on the pages, giving it an inky, cluttered and heavy impression. The small type font size makes it strenuous to read from any distance, which is not ideal for a poster, which is meant to communicate at some distance, making the body of the text appear large and unappealing to read. Though there are plenty and varied emphasis markers in Siegelau's introduction to break up the text-amassment and capture the reader's attention, such as the use of capitals, bold in headings, italics, numbering and bullet points. For instance, the headers are all in bold capital letters, some keywords in the text are also written with capital letters, as are all direct quotes which appear in capital letters on the Agreement form, other quotes from the Agreement form appear in quotation marks. Emphasis on key features are also marked with italics, every new clause begins on a new line *and* with a decreased indent, sometimes even with an empty line in between clauses under the same header. This excessive use of emphasis markers is a typical trademark for the manifesto.

¹³⁴ http://www.oxforddictionaries.com/definition/american_english/graphic-design.

¹³⁵ <http://www.oxforddictionaries.com/definition/english/layout>. Please see Appendix B: ARRTSA poster format - front and back and Appendix A: ARRTSA page single lay-out for reference.

The last thing on page four in the introduction/the corpus text, written in capitals but with very small type font states: “Design: Cristos Gianakos”. This is surprising since the graphic design of the cover of ARRTSA, with its centered title followed by a justified *exordium*, is a copy of the 1968 so called “Xerox Book” cover, which had no byline for graphic design, but it is understood that Siegelau devised most of the work, including the graphic design, himself.¹³⁶ Gianakos, a New York schooled artist then in his late thirties, had a practice which involved graphic arts and typographic design, so it is most likely that the design behind ARRTSA was a collaborative effort in which Gianakos advised and devised the graphic design of the poster-format.¹³⁷

2.2.2 Rhetorical analysis of Siegelau’s introductory text

The original poster format of ARRTSA consists of two parts: an introductory text by Siegelau and an Agreement form. I will now interpret the introductory text using rhetorical tools as outlined in “1:4 Method” and in Appendix E: Rhetorical terms glossary. I will analyze the text chronologically, page 1 to 4, one headline at a time. In addition to the main headline on the title page, or page 1, there are seven headlines: “What the Agreement does”, “When to use the Agreement”, “How to use the Agreement”, “The dealer”, “The facts of life; you, the art world and the Agreement”, “Enforcement” and “Summation”.¹³⁸

The title page – setting the tone and staking the claims

On page 1, under the capitalized title: “The Artist’s Reserved Rights Transfer and Sale Agreement”, follows a cluster of text in small font-size consisting of five sentences, each starting with an indent, which underlines that they are self-contained statements, or *independent clauses*. This is the *exordium*, it reads:

¹³⁶ The cover of Siegelau’s 1968 so-called “Xerox Book” project, with the imprint details under the list of participating artists, which was the projects official title. Draft mock-up of the cover of ARRTSA in the Siegelau-archives donated to MoMA. c. 1971 [I.A.91] (Numbers in brackets identify the documents’ specific folder locations in the MoMA archive). See Appendix E: Xerox book cover.

¹³⁷ Eichhorn and Fietzek (ed.), 2009, p. 263.

¹³⁸ See Appendix A: ARRTSA page single lay-out. For the rhetorical analysis I have drawn inspiration from my supervisor on this thesis, Andrea Kollnith rhetorical analysis of art criticism. Kollnith, Andrea, Konstans nationella identitet. Om tysk och österrikisk modernism i svensk konstkritik 1908-1934, Serie: Eidos (nr 21), Drauförlag, 2008, p. 56ff.

The accompanying 3 page Agreement has been drafted by Bob Projansky, a new York lawyer, after my extensive discussions and correspondence with over 500 artists, dealers, lawyers, collectors, museum people, critics and other concerned people involved in the day-to-day workings of the international art world.

The Agreement has been designed to remedy some generally acknowledged inequities in the art world, particularly artists' lack of control over the use of their work and participation in its economics after they no longer own it.

The Agreement form has been written with special awareness of the current ordinary practices and economic realities of the art world, particularly its private, cash and informal nature, with careful regard for the interests and motives of all concerned.

It is expected to be the standard form for the transfer and sale of all contemporary art, and has been made as fair, simple and useful as possible. It can be used either as presented here or slightly altered to fit your specific situation.

If the following information does not answer all your questions consult your attorney.

Siegelaub begins by establishing the ethos of the text, which relates to his own credibility as the author. He presents himself as an individual in the privileged position of having a vast network in the art world, suggesting his own suitability for initiating the drafting of the Agreement. Even though Siegelaub's name is not mentioned here, in fact it only appears at the very end of the text as it would in a letter (complete with the date and place), it is reasonable to assume that in the poster format his identity, as the author/sender of the introductory text, would have been clear, even obvious. Which underlines what we already know but it is worth reminding of here; that Siegelaub was at the height of recognition on the New York art scene when this text was written. So much so that he does not feel the need to introduce himself properly. Instead he begins by introducing a lawyer, Bob Projansky, to assure the reader that the proper legal and formal capabilities are in place. The use of the familiar form of Robert – Bob suggests he is a friend, or at least someone who is like-minded and sympathetic to the cause. Next the purpose of the Agreement is identified along with the main argument “to remedy some generally acknowledged inequities in the art world”, followed by the addressing of the two main areas “artists' lack of control over the use of their work and participation in its economics after they no longer own it”.

The following sentence further legitimizes the scope of the Agreement, as Siegelaub reveals that he is fully aware of the problematic aspects of the art world “particularly its private, cash and informal nature”, only to reassure the reader that he has consulted the “motives of all concerned” “with careful regard”, which, in showing that he understands these various aspects of the discourse and social practice, further strengthens his ethos.

The next sentence stakes the Agreement's overall claim, which is “to be the standard form for the transfer and sale of all contemporary art”, based on it being “as fair, simple and useful as possible”.

The use of the third person, neutral “It”, as opposed the more personal “I” (Siegelaub) or “we” (Siegelaub and Projansky) and “be” instead of “become” in this statement implies that the Agreement has already been recognized or that it has considerable support and that it is already in use. This reading supports the overall claim and moves the Agreement towards the reader, which is also what Siegelaub does next when he addresses the reader directly: “It can be used either as presented here or slightly altered to fit your specific situation.” The *exordium* ends without any hesitation and in full control: “[i]f the following information does not answer all your questions consult your attorney.”

We can see that the *exordium* introduces the cause of the text and its arguments in line with the typical opening of the art manifesto, a sweeping generalization: “generally acknowledged inequities in the art world”, with a particular assertion: “artists’ lack of control over the use of their work and participation in its economics after they no longer own it”, and the promise of presenting a cure: “to remedy” these ills. The use of metaphors and hyperboles such as this is a rhetorical tool, which has often been used to convey the aims of an art manifesto.¹³⁹

“What the Agreement does” – the keys to an ideal relationship between artist and collector

The body of Siegelaub’s introductory text begins on page two with the headline “What the Agreement does” and starts by listing seven *thesis statements*. These are the demands, or offers depending on whether it is the artist or the collector who is in focus, that constitute the *logos* of the text, starting with what “[t]he Agreement is designed to give the artist”:

- 15% of any increase in the value of each work each time it is transferred in the future.
- a record of who owns each work at any given time.
- the right to be notified when the work is to be exhibited, so the artist can advise upon or (see Article Seven (b)) veto the proposed exhibition of his/her work.
- the right to borrow the work for exhibition for 2 months every five (5) years (at no cost to the owner).
- the right to be consulted if restoration becomes necessary.
- half of any rental income paid to the owner for the use of the work at exhibitions, if there ever is any.
- all reproduction rights in the work.

Here the artist is the main figure. It is the artist who is addressed and who stands to gain from what the Agreement offers. From the collectors perspective these are the demands the Agreement puts on

¹³⁹ See for instance Perloff’s rhetorical analysis of Marinetti’s “Against past-loving Venice”. Perloff, 1984, p. 70 and 83.

them. Siegelau¹⁴⁰ starts the listing with the most eye-catching demand: “15% of any increase in the value of each work each time it is transferred in the future”, which means that when someone with ownership of an artwork sells it, 15% of the increase in value – in other words 15% of the difference between the purchase price and the selling price - must be paid the artist. As has been discussed earlier in this thesis, that demand created the most controversy and encountered most resistance across the field.¹⁴⁰

The demand for “a record of who owns each work at any given time” suggests that artists would be interested in the afterlife of their work after a transfer of ownership, which at that time was a fairly new idea in the US. The subsequent demands are all related to this notion as they establish an ongoing bond between the artist and the artwork. Together they make up a chain of demands of which the most fundamental, on which the rest of the demands are hinged, is “the right to be notified when the work is to be exhibited”. This demand gives the artists a right to be informed and to control the context in which their work is to be shown, complete with the added possibility to veto a proposed exhibition. “[S]o that the artist can advise upon [...] the proposed exhibition of his/her work” offers artists the possibility to condition how their work is to be exhibited. “[T]he right to borrow the work for exhibition for 2 months every five (5) years” and “the right to be consulted if restoration becomes necessary” establish the artist’s right to access as well as material control and longevity respectively.

The statement that the artists should receive 50% of rental income is a minor demand, or the weakest in the chain of demands, which is also reflected in the reservation “if there ever is any”, and strongly depending on whether the preceding demands have been met. Since if an artist has not even been informed about a public exhibition of their work it is not likely that they will receive any remuneration. It also reflects the way in which collectors are interested in using artworks to brand their own names, rather than to collect rental fees, which in most cases are petty sums for a collector, and even more petty should they have to share it with the artists.

In reserving the now familiar notion of “all reproduction rights in the work” the last demand further strengthens the position of the artist as a primary stakeholder in the life, afterlife or parallel life of an artwork, for instance in the form of reproductions (in the case of paintings) or original ideas (in the case of conceptual artworks). We have seen how the seven demands were all aimed at redirecting the notion of “copyright” in the US - which as we have discussed earlier was geared towards protecting

¹⁴⁰ See chapter 2.1.4 Initial reception and critique of ARRTSA

the owner's rights - to protecting the rights of artists and thus more aligned with European civil law, its *droit moral* as well as *droit de suite*.

Next, SiegelauB states that "[t]he economic benefits would accrue to the artist for life, plus the life of a surviving spouse (if any) plus 21 years, so as to benefit the artist's children while they are growing up. The artist would maintain aesthetic controls only for his/her lifetime." This means that the seven demands are divided into two groups: demands pertaining to "aesthetic control" and demands pertaining to "economic benefits", in which the artist's rights to "aesthetic control" would only be protected and respected during their lifetime. This places "economic benefits" in a privileged position over "aesthetic control", thus suggesting a corresponding order of urgency. Curiously enough, when we look at the arguments for why the owners should embrace the Agreement we can easily see that SiegelauB is emphasizing the "substantial benefits" arising from artist's having "aesthetic control", rather than the "economic benefits":

Although the contract may seem to alter the previous relationship between artist and art owner principally by putting new obligations on the owners, the Agreement really does some very good things for the collector. In return for these obligations, which are almost costless for the collector, he gets substantial benefits; the Agreement is designed:

- to give each owner the formalized right to receive from the artist (or his/her agent) a certified history and *provenance* of the work.
- to create and clarify a non-exploitative, one-to-one relationship between the artist and the owner.
- to maintain this relationship – what lawyers call "privity" – between the artist and each successive owner of the work.
- to establish recognition that the artist maintains a moral relationship to the work, even as the collector owns and controls it.
- to give assurance to the owner that he is using the work in harmony with the artist's intentions.

Here SiegelauB has transferred the point of view from the artist as the main figure and focus, to the owner/collector. Conceding that the Agreement conditions the purchase of an artwork in favor of the artist at the expense of the collector's privileged sense of ownership, SiegelauB is quick to turn the argument and address the collector's point of view. In what reads like an emphatic sales-pitch SiegelauB is rephrasing some of the key artist's rights as "substantial benefits" for the collector. It seems to me like he is trying to educate collectors in how to take pleasure in collecting rather than merely seeing it as a monetary investment.

Starting with the first clause, it is easy to appreciate the value of "a certified history and *provenance* of the work" as it implies a verifiable document that can be useful in a number of ways: archival, art-

historical and in conjunction with sales, etc. for all of which the Agreement suffices. But it is the phrasing that is interesting in this sentence; Siegelau speaks of the collector's "formalized right" to receive this proof of provenance from the artist. That implies that collectors should understand and appreciate this kind of document as it adds value to the artwork.¹⁴¹

The second clause which states that the Agreement is designed "to create and clarify a non-exploitative, one-to-one relationship between the artist and the owner" is referring to the above seven demands, but the emphasis is on "non-exploitative", in other words the moral aspect. It is also stressing the strictly personal and private nature of this Agreement, expressed in the following clause, which talks about "privity". In daily speech the word refers to private knowledge or secrets shared between individuals, especially with the implication of approval, consent or a relation between two parties that is recognized by law, such as that of blood or service. As a legal term, in the form of "privity of contract", it refers to a relation between the two parties in a contract, which entitles them to sue each other.¹⁴² A collector would probably be familiar with the term. In referring to the notion, which is a broadly understood and accepted part of the intrinsic function of a written agreement, Siegelau is showing that this Agreement works in the same way as any other agreement or contract. And in doing so he is summoning appreciation for the urgency of boosting artist's rights, as well as establishing legitimacy for the notion of conditioning sales based on moral grounds. In the last two clauses Siegelau continues to establish understanding and legitimacy for the seven statements, only here they are phrased as the artist's "moral relationship to the work" and "the artist's intentions", and again we can see how Siegelau is using the seven thesis statements in order to redirect the notion of "copyright" towards protecting the rights of artists.

Before this text analysis moves on to the next headline, I would like to point out that the *subordinate clause* "even as the collector owns and controls it" is perhaps a hasty or careless formulation as it can be quite contradictory should the artist choose to fully exercise each and all of the rights given under the Agreement, in which case it would be the artist who controls whether the work is exhibited, how it is exhibited and in what context. The collector's "control" would be strictly limited to the private realm. I am mentioning this detail as we will see several more of these potentially problematic statements and suggestions in other parts of the text. I believe they are reflections of Siegelau's own ambiguous attitude towards art and the art market in general, as well as symptoms of some of the contradictions in the Agreement itself.

¹⁴¹ Siegelau will return to this aspect later under the headline: "The facts of life: You the Art World and the Agreement"

¹⁴² http://www.oxforddictionaries.com/definition/american_english/privity

“When to use the Agreement” – identifying the main premises for use of the Agreement

In “[w]hen to use the Agreement” SiegelauB is outlining the basic premises for the Agreement, which can be summed up as the first time transfer of ownership of an artwork from the artist to someone else:

The agreement form has been designed to be used by the artist at the time of the FIRST TRANSFER –
either by gift, or barter for things or services, or sale
of EACH INDIVIDUAL work of art –
either a painting, a sculpture, a drawing, a graphic, a multiple, a mural, an immovable sculpture, a non-object
work, or any other fine art you can think of
from the artist to ANYONE else –
either a friend, another artist, collector, museum, gynecologist, lawyer, corporation, landlord, relative or dealer.

With the help of *enumeratio* SiegelauB is trying to keep the definition of an artwork as open and inclusive as possible, within the limits of “fine art”. It is perhaps noteworthy that SiegelauB does not list the category of “conceptual artwork”, but instead uses the term “non-object work” [sic], perhaps intended to underline inclusivity since the notion of conceptual art was already somewhat established, for instance by Sol LeWitt, and signified an avant-garde movement.

A clear distinction is made between the Agreement and pre-existing types of written agreements such as loan contracts and gallery consignments: “IMPORTANT: it is NOT for use when you lend your work to exhibitions or when you give it to your dealer on consignment. It IS for use when the dealer sells your consigned work.” Here it also becomes apparent that artists have to instigate the use of the Agreement. “In short, the Agreement form is to be used when you part with your work for keeps.” SiegelauB summarizes the main point under this headline by using a *colloquialism*: “for keeps”. And again he confirms that using the Agreement is uncomplicated and self-sustaining: “[i]ts terms are effective and it requires a very simple procedure to keep it in effect with each successive owner of your work of art.” Which is emphasizing the positive aspects. A summary of the procedure itself functions as an introduction to the next headline: “[i]t requires the artist and the first owner of the work to fill out and sign the Agreement form and also, to affix a notice of the existence of the Agreement somewhere on the work of art itself.”

“How to use the Agreement” – a step-by-step practical guide

Under “How to use the Agreement” Siegelau provides a detailed and thorough account of the practicalities and considerations involved in using the Agreement:

1. To begin, xerox or offset a number of copies of each page of the Agreement form. You will need at least 2 copies for each work you sell or give or trade away. (Save *this* copy to make future copies and so you can refer to this information.)
2. Fill out the contract forms – one copy for you, one for the new owner, and another copy of the last page only (from which you cut out the notice to affix to the work). Make sure that you fill it out legibly.
3. Follow the simple instructions in the margin of the Agreement form. Double check to make sure you have filled in the spaces that must be filled in and struck out what must be struck out.

IMPORTANT: Fill out only those parts of the Specimen TRANSFER AGREEMENT AND RECORD which identify the work and the *original* parties to the *original* Agreement (“between _____ and _____ made the _____ day of _____, 19____”). Be sure you fill out the specimen NOTICE.

You will note that the contract form speaks in terms of a “sale” (“whereas Artist is willing to sell the Work to Collector and Collector is willing to purchase....”); this doesn’t mean you can’t use it when you give a friend a work or pay your dentist with a painting or trade works with another artist. We have used the words “sell” and “purchase” only for the sake of simplicity (likewise, we use the term “Collector” just because it is the most all-inclusive word for this purpose). Strictly speaking, even if you are giving or trading your work you are “selling” it for the promises in the Agreement and whatever else you get.

This Agreement form is not a bill of sale or an invoice, nor is it a substitute. If the work is sold for money, prepare a separate bill of sale for your financial records.

In article One, you enter the price OR the value of the work; you, the artist, can put any value that you and the new owner agree upon. If the work is resold for a figure higher than the one you have entered as “value”, the owner will have to pay you 15% of the difference over that figure; obviously the higher the figure you put in, the better break the new owner is getting. If you are giving a friend a work or exchanging with another artist (you need two separate Agreements for the latter situation) you might want to enter a nominal value so that you would get some money, even if he/she later sells it for less than what your dealer would sell it for.

IMPORTANT: if there are rights given the artist under the Agreement form that you as the artist do not want, you strike them out. IMPORTANT: be sure to examine ARTICLE SEVEN (b); if you don’t feel you must have a veto over all details of the future exhibition of the work, be sure you strike (b) out of ARTICLE SEVEN. Few collectors will want to buy a work if their right to lend it for exhibition is so restricted by someone else. If you give a work away you can leave (b) in, but that will make it very difficult for your friend to sell it. We have put (b) in because (a) is the least an artist should accept and (b) is the most he/she can ask for. If (a) is not enough for you but you don’t need (b), have an attorney draft a short rider to the Agreement setting forth those specific controls over exhibition that you feel you must have.

4. You and the Collector should each sign both copies, yours and his, so they will both be legal originals.
5. Before the work is delivered, be sure that a copy the NOTICE is affixed to the work. DO NOT cut it out of one of the originals. Put it on a stretcher bar or under a sculpture base or wherever else it will be aesthetically invisible yet

easily findable. It should get a coat of clear polyurethane - or something like it – to protect it. It won't hurt to put several copies of the NOTICE on a large work.

If your work simply has no place on it for the NOTICE or your signature - in which case you should always use an ancillary document which describes the work, which bears your signature, and which is transferred as a (legal) part of the work - glue the NOTICE on the document.

The procedure is described in five steps: 1. Make enough copies of the Agreement form, including the notice. 2. Fill in the relevant info on all forms. 3. Make sure you have read, understood and carefully considered everything. 4. Sign all copies, including your own copy and the notice. 5. Attach the notice to the artwork.

The reader is not assumed to be familiar with the concept of written agreements of any kind, hence the description is exhaustive, bordering on *prolix* and I will not analyze all aspects of it, but there are important sections here, which can illustrate Siegelau's contradictory stance. For instance, in step 3 Siegelau had added several reservations: “[t]his Agreement form is not a bill of sale or invoice, nor is it a substitute. If the work is sold for money, prepare a separate bill of sale for your financial records.”

It is correct that the Agreement is not formulated as an invoice or proof of payment.¹⁴³ But in the event of resale it is called upon to function as proof of price or value at the time it was bought, as it is the sum cited on the Agreement, which constitutes the basis from which to calculate the 15% increase due to be paid to the artist. So, in this way the Agreement does actually perform the function of an invoice. But examining the next paragraph, where Siegelau is drawing the reader's attention to the Agreement's formal flexibility, it becomes clear that he is suggesting that the selling price or value stated on the Agreement does not have to correspond to reality.

In article One you enter the price OR the value of the work; you, the artist, can put any value that you and the new owner agree upon. If the work is resold for a figure higher than the one you have entered as “value”, the owner will have to pay you 15% of the difference over that figure; obviously the higher the figure you put in, the better break the new owner is getting. If you are giving a friend a work or exchanging with another artist (you need two separate Agreements for the latter situation) you might want to enter a nominal value so that you would get some money, even if he/she later sells it for less than what your dealer would sell it for.

¹⁴³ The Agreement lacks important information such as VAT, invoice number, tax registration number, payment information, etc.

Here it must be pointed out that SiegelauB is contradicting clause 3 on the Agreement form, which states that the price stated on the Agreement form must be the actual selling price or a fair market value.¹⁴⁴ In other words it cannot be a fictional sum. If the Agreement is based on such flippancy, allowing the stated value of an artwork to be inflated or deflated depending on who stands to gain, it brings into question the veracity of the Agreement as a whole. A more sound advise would be to establish a pricing structure together with a gallery and to beware of inflating prices as it often leads to speculation, which can have a very harmful effect on the market value of works, especially artworks by younger artists, should they start coming up on auctions. I interpret SiegelauB's advice here as poor judgment, alternatively chatty bordering on confabulatory.

This is also the point where SiegelauB introduces the character of the reluctant collector, who, after the artist, is a central figure in the text. It starts quite innocuously with what sounds like an observation: "the higher the figure you put in, the better break the new owner is getting", but which is in fact is a loosening of the contractual framework, and we will see that SiegelauB's well intended reasoning takes the artist to the brink of almost completely undermining the legality of the Agreement in his efforts to win over the reluctant collector.

Some reservations in step 3 under "How to use the Agreement" are marked as "IMPORTANT", for instance: "if there are rights given the artist under the Agreement form that you as the artist do not want, you strike them out." And "be sure to examine ARTICLE SEVEN (b); if you don't feel you must have a veto over all details of the future exhibition of the work, be sure you strike (b) out of ARTICLE SEVEN."¹⁴⁵ Few collectors will want to buy a work if their right to lend it for exhibition is so restricted by someone else." This advice is an example of *hortatory rhetoric* and specifically *dehortatio* or dissuasive advice given with authority, since in effect SiegelauB is stating that demanding control over where, how and why the artwork can be shown will make the artwork less

¹⁴⁴ Quote from ARRTSA Agreement form, see Appendix A: ARRTSA single page lay-out: "ARTICLE 03 - PRICE / VALUE The 'price or value' to be entered on a TRANSFER AGREEMENT AND RECORD shall be: (a) the actual selling price if the Work is sold for money; or (b) the money value of the consideration if the Work is bartered or exchanged for a valuable consideration; or (c) the fair market value of the Work if it is transferred in any other manner."

¹⁴⁵ Quote from ARRTSA Agreement form, see Appendix A: ARRTSA single page lay-out: "ARTICLE 07 - EXHIBITION Artist and Collector mutually covenant that (a) Collector shall give Artist written notice of Collector's intention to cause or permit the Work to be exhibited to the public, advising Artist of all details of such proposed exhibition which shall have been made known to Collector by the exhibitor. Said notice shall be given for each such exhibition prior to any communication to the exhibitor or the public of Collector's intention to cause or permit the Work to be exhibited to the public. Artist shall forthwith communicate to Collector and the exhibitor any and all advice or requests that he may have regarding the proposed exhibition of the Work. Collector shall not cause or permit the Work 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 Work except with the consent of the Artist to each such exhibition. (c) Artist's failure timely to respond to Collector's timely notice shall be deemed a waiver of Artist's rights under this article, in respect to such exhibition and shall operate as a consent to such exhibition and to all details thereof of which Artist shall have been given timely notice."

attractive to collectors, which implies that it will lower the price and in general hamper sales. It does not seem to matter that “someone else” refers to the artist, on whose behalf he is propagating. So, although SiegelauB does not state it outright it is obvious that his advice to artists is not to include these demands if they want to sell their works for money. At the same time he is suggesting that if the work is given away for free, it can be a reasonable demand for the artists to maintain a degree of public control over their artwork: “If you give a work away you can leave (b) in, but that will make it very difficult for your friend to sell it. We have put (b) in because (a) is the least an artist should accept and (b) is the most he/she can ask for.” The conclusion here is that SiegelauB seems to concede that if the work has been bought for money it is considered (and generally expected) to be the owners to exhibit as they wish.

SiegelauB does not make any distinctions between different kinds of artworks, such as painting, performance or installations in his introduction, but for non-object or immaterial works he prescribes the use of an “ancillary document”.

If your work simply has no place on it for the NOTICE or your signature - in which case you should always use an ancillary document which describes the work, which bears your signature, and which is transferred as a (legal) part of the work - glue the NOTICE on the document.

He is referring to the signed instructions and certificates, which he has been credited for inventing as a means to authenticate conceptual artworks and thus make them sellable. By prescribing that the Agreement-notice be attached to the certificate, SiegelauB is incorporating the certificate-based artistic practices in the framework of the Agreement and thus dispelling any suspicion of a possible paperwork-conflict. Though, at the same time it underlines what an important role the artist’s signature is given; the certificate as well as the Agreement rests on it. All other information aside, the signature alone becomes the artworks guarantee. This was also a part of the criticism against the Agreement from artists, especially from Daniel Buren, whose Avertissement was only signed by the collector. One consequence was that in an art world in which artists explored ephemerality, idea-based site-specificity, language and signs processes, the Agreement became too material, particularly SiegelauB’s mediation of it in his introduction.

Next, the text presents the practical procedures surrounding future transfers of the ownership of an artwork:

PROCEDURE FOR FUTURE TRANSFERS. For future transfers, the owner makes three copies of the TRANSFER AGREEMENT AND RECORD form from his original (without the words "SPECIMEN"). He then fills them out, entering the value or price that he and the next owner have agreed upon. Both the old and new owners sign ALL THREE copies of the dated TRANSFER AGREEMENT AND RECORD, each keeps one copy and the third is sent with the 15% payment (if any is required) to the artist or his/her agent. The old owner gives the new owner a copy of the original Agreement, so he will know his responsibilities to the artist and have the TRANSFER AGREEMENT AND RECORD form if HE transfers the work.

Apart from further material intricacies, it also places a responsibility on the old owner to relay the content and the purpose of the Agreement to the new owner. Thus every new owner gets the same moral education about collecting art.

"The dealer" – moral advice from an insider

After explaining the functions or inner workings of the Agreement, Siegelau goes on to further explain and offer his advice on how to navigate the social and economic intertwining of the art market, starting with "the Dealer":

If you have a dealer, he is going to be very important in getting people to sign the contract when he sells your work.

The dealer should make the use of the Agreement a policy of the gallery, thereby giving the artists in the gallery collective strength against those few collectors and institutions who do not really have the artist's interests at heart.

Remember, your dealer knows all the ins and outs that go down in the business of the art world. He knows the ways to get the few reluctant art buyers to sign the Agreement - the better the dealer the more ways and the more buyers he knows and the easier it will be. He can do what he does now when he wants things for his artists - give the buyer favors, exchange privileges, preferential treatment, discounts, hot tips, time, advice and all the other things that collectors expect and appreciate.

The Agreement only formalizes what dealers do now anyway; dealers try to keep track of the work they have sold, but now they can only rely on exhibition lists, catalogues, hit-or-miss intelligence and publicity to keep them up-to-date. The Agreement creates a very simple record system, which will automatically maintain a biography of each work and a chronological record of ownership. It is private, uncluttered and no dealer should ever have to hire another secretary to administer it; if each work engenders a dozen pieces of paper over the entire life of the Agreement, it will be a lot. The requirement of giving a *provenance* to the current owner is no more than what goes on today, but under this system it will be accurate and almost effortless.

A dealer shouldn't be expected to do this for nothing; it seems reasonable to compensate the dealer with some part of the 15% he/she is collecting for the artist, perhaps one-third of it.

When, as is often the case, an artist moves from one dealer to a more prestigious one, the first dealer might continue to collect whatever payments are occasioned by the resale of the earlier work.

When a dealer BUYS work directly from the artist (for resale or otherwise), they should write the intended RETAIL value of the work in their Agreement, NOT the actual amount of money the dealer is paying the artist, which would be less.

Getting the contract signed is mostly a state of mind. If your dealer does not think the benefits of the Agreement are important for you, he will have dozens of reasons why he can't get those few reluctant buyers to sign it; on the other hand, if he seriously wants you to have these benefits he will be able to overcome all those obstacles without losing a single sale.

Drawing from his own experiences as a gallerist, which gives him a strong *ethos*, he speaks with authority about the importance of the gallery's support "in getting people to sign the contract". In the following sentence Siegelau is again using *hortatory rhetoric*, this time with added *pathos* and directed at the gallerist: "(t)he dealer should make the use of the Agreement a policy of the gallery, thereby giving the artists in the gallery collective strength against those few collectors and institutions who do not really have the artist's interests at heart." It signals a change in tone, a run-up to an emotional appeal with strong moral overtones.

Siegelau goes on to describe the gallerist, a character who - like the collector: invariably a man, is ascribed with the ability to woo over even the most reluctant collector by doing what he does anyway, which is to "give the buyer favors, exchange privileges, preferential treatment, discounts, hot tips, time, advice and all the other things that collectors expect and appreciate". Siegelau even raises the stakes when he suggests that "the better the dealer the more ways and the more buyers he knows and the easier it will be". But like with the listing of benefits for the collector in the beginning of the introduction, Siegelau is also keen to emphasize the advantages from a gallery's perspective:

The Agreement creates a very simple record system, which will automatically maintain a biography of each work and a chronological record of ownership. It is private, uncluttered and no dealer should ever have to hire another secretary to administer it; if each work engenders a dozen pieces of paper over the entire life of the Agreement, it will be a lot. The requirement of giving a *provenance* to the current owner is no more than what goes on today, but under this system it will be accurate and almost effortless.

To demonstrate the gallery's importance Siegelau is willing to include the gallerists in the economic and social equation by suggesting that a "dealer shouldn't be expected to do this for nothing; it seems reasonable to compensate the dealer with some part of the 15% he/she is collecting for the artist, perhaps one-third of it." In effect this would mean that out of the artist's share of 15% of the increase in value, the gallery would get a third, which constitutes 5% of the total increase in value, leaving only 10% to the artist. It is left uncommented whether the gallery should get any share in the rental

income due to the artist as well. It should also be noted that Siegelau's reasoning suggests that it would be more difficult for artists without gallery representation to use the Agreement, as they would not have the support of a clever gallerist or dealer to convince the reluctant collectors.

Siegelau ends the section on "The Dealer" by musing over the social practices of the art world, while offering the gallerists another comforting token: "(w)hen, as is often the case, an artist moves from one dealer to a more prestigious one, the first dealer might continue to collect whatever payments are occasioned by the resale of the earlier work." And reminding of some general practical rules which would still work in favor of galleries: "(w)hen a dealer BUYS work directly from the artist (for resale or otherwise), they should write the intended RETAIL value of the work in their Agreement, NOT the actual amount of money the dealer is paying the artist, which would be less." As well as a general morale booster: "(g)etting the contract signed is mostly a state of mind. If your dealer does not think the benefits of the Agreement are important for you, he will have dozens of reasons why he can't get those few reluctant buyers to sign it; on the other hand, if he seriously wants you to have these benefits he will be able to overcome all those obstacles without losing a single sale."

"The facts of life; you, the art world and the Agreement" – a reflection of the contradictory nature of social practices

In this section Siegelau continues to impart inside knowledge on the social practices while making an increasingly emotional appeal to the artists. He starts by amplifying the positive response he got from the questionnaire; his collected *evidence* in *anticipation* of objections or "reservations", against the Agreement:

The general response to the preliminary draft of this Agreement form has been extremely favorable; the vast majority of people in the art world feel it is fair, reasonable and practical. A few have expressed certain reservations about whether or not people will actually use it.

He continues with an *epicrisis*, in which he quotes "the reservations" and comments on them:

These reservations can be summed up in two basic statements:

- "... the economics of buying and selling art is so fragile that if you place one more burden on the collectors of art, they will simply stop buying art . . . ", and
- "... I will certainly use the Agreement - if everyone else uses it . . . "

The first statement is nonsense; clearly the art will be just as desirable with as without the Agreement and there

is no reason why the value of any art should be affected at all, especially if this contract is standard practice in the art world - which brings us to the second statement. If there is a problem here, this statement reflects it: it is the concern of the individual artist or dealer that the insistence on use of the contract will jeopardize their sales in a competitive market.

As we can see he rejects the arguments suggested by the quoted “reservations” as “nonsense” (*antirrhexis*) even if it contradicts the premise for his arguments elsewhere. For instance, if it is correct that “the art will be just as desirable with as without the Agreement and there is no reason why the value of any art should be affected at all”, then why the need for all the concessions? Clearly the situation was the opposite: art sold under the Agreement was considered less desirable by the reluctant collector, more difficult to sell for the gallerist and put the artist in an uncomfortable position in relation to both. The key here lies in the subordinate clause: “especially if this contract is standard practice in the art world”, which is the pre-requisite for the success of the Agreement, but not the reality Siegelau is addressing, which gives the text an incongruous impression. He continues: “which brings us to the second statement. If there is a problem here, this statement reflects it: it is the concern of the individual artist or dealer that the insistence on use of the contract will jeopardize their sales in a competitive market.” Again, the reservation and Siegelau’s *antirrhexis* are not aligned, which makes the argument difficult to follow, although the tone is emphatic so the pathos is clearly conveyed. Siegelau employs a *sylllogism* next:

If we examine this notion carefully, we see it doesn’t hold up.

ALL artists sell, trade and give their work to only two kinds of people:

- those who are their friends.
- those who are not their friends.

It is a sound conclusion, but it marks the beginning of a reasoning that takes the reader on an emotional exposé through the social practices of the art world. Starting with the definition of “a friend”:

Obviously, your friends will not give you a hard time; they will sign the Agreement with you. The ONLY trouble will come when you are selling to someone who is not a friend. Since surely 75% of all art that is sold is bought by people who are friends of the artist or dealer - friends who dine together, see each other socially, drink together, weekend together, etc. – whatever resistance may appear will come only in respect to some portion of the 25% of your work that is being sold to strangers. Of these people, most will wish to be on good terms with you and will be happy to enter into the Agreement with you. This leaves perhaps 5% of your sales which will encounter serious resistance over the contract. Even this real resistance should decrease toward zero as the contract comes into widespread use.

In a manner of speaking, this Agreement will help you discover who your friends are.

From the above section we can gather that a friend is someone who - unlike the reluctant collector - does not resist. Siegelau's next advice is to refer to artistic integrity: "(i)f a collector wants to buy but doesn't want to sign the Agreement, you should tell him that all your work is sold under the contract, that it is standard for your work." After which the level of the reasoning falls abruptly: "If he buys work only from those few artists who won't insist on using the Agreement he is being very foolish; non-use of this Agreement is a very dumb criterion for building one's collection." Siegelau's use of an *invective* in this sentence is aimed directly at the core of art buying – speculation.

Curiously enough, directly after this *argument*, which aimed at demonstrating how the "serious resistance" was limited to 5% of all art buyers; the non-friends and culminated in an attack on art collecting based on speculation, Siegelau repeats the earlier advice to try to please the reluctant collector by entering a false value on the Agreement:

There are other things that you can point out to the reluctant collector:

- first of all, it's not going to cost him anything unless your work appreciates in value. If that doesn't cut any ice, and he wants to keep *all* of whatever profit he might make with your work, you can simply write in a higher value for it, thus giving him a free ride for the first part of the appreciation he anticipates.

In order to win over a collector who is reluctant to give the artist the 15% of the increase in value if or when the work is resold in the future, a higher value can be stated on the original Agreement form. Siegelau's reasoning here is that the collector will be pleased by the "free ride for the first part of the appreciation he anticipates", but it is also in effect stating a false market value. Normally, the stated primary purchase price is expected to be lower than any following re-sales. If this is not the case or if the increase in the value is nominal it undermines the solidity of its economic value, bringing into question whether it is in fact a good investment, which might make it difficult to sell and can possibly even have a negative effect on the pricing structure on other available works by the same artist. Surely this development is not in the interest of neither the artist nor the reluctant collector?

The next tip from Siegelau is more amicable but also contains a *paradox*: "if and when he sells your work and he owes you some payment, he doesn't necessarily have to pay you with money; you can give him credit against the purchase of a new work or take payment in services or something other

than money”. But how is the collectors debt to the artist resolved by the artist giving the collector credit? Followed by a *hypophora* and again ending in an *invective*:

Is the collector really going to pass up your work because you want him to sign the contract? Work that he likes and thinks is worth having? If the answer is yes, given the fact that it won't cost *him* anything to give you the respect that you as the creator of the work deserve - if that will keep him from buying, he is being very stubborn and foolish and nobody can tell you how to illuminate him.”

After this second outburst Siegelaub again assumes a reconciliatory tone:

Using the contract doesn't mean that all your relationships in the art world will hereafter be strictly business or that you will have to enforce your rights down to the last penny. Friends will still be friends; you will be able to waive your rights to payments (in whole or in part), your right to make repairs, to grant reproduction rights, to be consulted—but they will be YOUR rights and the choices will be YOURS.

Reinforcing that its use “requires no organization, no dues, no government agency, no meetings, no public registration, no nothing - just your will to use it”, situating it in relation to the current highly politicized discourse and turning it on its head, or rather turning its back on it. It is worth noting that nowhere else does the text speak of artists getting organized, or artists in relation to wider society outside the art world. The section ends with a *conceit*, to illustrate the universal applicability and reliability of the Agreement: “Just plug it in and watch it go – a perfect waffle every time!”

“Enforcement” – the telltale

Here Siegelaub continues in the same *homily* manner as in the previous section; in a spirit of serious moral lecturing, whilst departing inside knowledge of the art world and filling the gaps with common sense:

First, let's put this question in perspective: most people will honor the Agreement because most people honor agreements. Those few people who will try to cheat you are likely to be the same kinds who will give you a hard time about signing the Agreement in the first place. Later owners will be more likely to try to cheat you than the first owner, with whom you or your dealer have had some face-to-face contact, but there are strong reasons why both first and future owners should fulfill the contract's terms.

Siegelaub narrates possibly problematic scenarios only to refute them. He starts by using a *hypophora*:

What happens if owner #2 sells your work to owner #3 and doesn't send you the transfer form? (He's not sending your money, either.)

Nothing happens. (You don't know about it yet.)

Sooner or later you do find out about it because it takes a lot of effort to conceal such sales and the grapevine will get the news to you (or your dealer) anyway. To conceal the sale, owner #3 has to conceal the work and he's not going to hide a good and valuable work just to save a little money. And if he ever wants to sell it, repair it, appraise it or authenticate it, he **MUST** come to you (or your dealer). When you do find out about such a transfer—and you will—you sue owner #2, who will be stuck for 15% of the increase based on the price to owner #3 **OR** on the value at the time you find out about it, which maybe much higher. Clearly, a seller (in this case owner #2) would be extremely foolish to take this chance, to risk having to pay a lot of money just to save a little money.

As to falsifying values reported to the artist, there will be as much pressure from new owner to put in a falsely high value as from the old owner to put in low value. There are real difficulties inherent in getting two people to lie in unison, especially if it only benefits one of them – the seller. In 95% of the cases the amount of money to be paid to the artist won't be enough to compel the collectors to lie to you.

He ends by casually mentioning the only real threat that the Agreement poses in an American context:

You will note that in the event you have to sue to enforce any of your rights under the Agreement, **ARTICLE NINETEEN** gives you the right to recover reasonable attorney's fees in addition to whatever else you may be entitled to.

“Summation” – the undisputable claim

After the *exordium* it is not until the last paragraph, “Summation”, that Siegelaub returns to the mode of ethos; the pulling together of diverse features that go towards constructing the writer-self, and he does so by no longer showing any benevolence towards the interests and motives of anyone else other than the artist - which contradicts the tone in the *exordium* - and by mirroring his incentives in the text's construction of the artist-self:

We realize this Agreement is essentially unprecedented in the art world and that it just may cause a little rumbling and trembling; on the other hand, the ills it remedies are universally acknowledged to exist and no other practical way has ever been devised to cure them.

Whether or not you, the artist, use it, is of course up to you; what we have given you is a legal tool which you

can use yourself to establish ongoing rights when you transfer your work. This is a substitute for what has existed before—nothing.

We have done this for no recompense, for just the pleasure and challenge of the problem, feeling that should there ever be a question about artists' rights in reference to their art, the artist is more right than anyone else.

The *exordium* on the first page manages to capture the reader by establishing a strong ethos of that of an unflinching truth-teller and in the last paragraph, as he softens his tone to that of an ally, he creates a bond of trust and identification between the reader and himself. His name appearing after the last paragraph along with the date and place are formalities associated with letters or contracts, both with emphasis on the personal sender and signature which goes well with the informal and personal tone in the text. But throughout the text - in the statements/propositions, presuppositions, and value judgments, even his tone, which gives a relaxed impression and lies closer to spoken language and which is in stark contrast to the language of the Agreement - he is constructing himself. His persona comes across as someone in sincere support of what he says to be propagating: artist's rights, and that he is driven by a wish to contribute towards remedying the ills that individual artists suffer from.

Summing up the rhetorical analysis of Siegelau's introductory text I conclude that the purpose of the introductory text is to describe the Agreement, the reasoning behind it and the arguments in favor of it in plain language. Making the content as accessible as possible ensures that when the readers turn the poster to look at the Agreement form they would not be deterred by the judicial language since they would be able to detect and decipher the paragraphs as the content would be familiar and thus the validity of the idea already established. A strategy first used by Marinetti in his Futurist manifesto, published in 1909.¹⁴⁶

The overall rhetorical mode is *expository* in that the text seeks to describe, explain and analyze the artist's situation in light of an idea, which in short, is based on assuming the artist's *point of view* as its focus. The Agreement is the enactment of this idea, and the text presents relevant evidence and exhaustive discussion to support it. As a natural part of a persuasive text it is also *argumentation* in that it seeks to prove the validity of this idea by using sound reasoning, discussion and arguments to convince artists of the benefits of selling their work under the Agreement. Furthermore, it is openly persuasive in that it aims at mobilizing artists to take action, which is to start using the Agreement. The text has the spoken rhythm of a mildly confrontational speech, which could be perceived as personal and direct ("tell it like it is") but also chatty and slightly abrasive (like a sales pitch) which at times borders on *prolix*. The text is non-academic and has a high *readability*, which makes it

¹⁴⁶ Perloff, 1984, p. 71.

accessible.¹⁴⁷ The *point-of-view* goes from first person observer (“I”) in the *exordium*, to a kind of *third person omniscient point-of-view*, in that SiegelauB speculates about the reasoning and actions of all characters. An all-knowing narrator could reveal what each character feels and thinks at any given moment, here SiegelauB offers his qualified speculations.

Apart from SiegelauB’s friends and peers, the intended primary audience is artists working across the field of artistic expressions, of all ages and backgrounds. Basically it addresses everyone who defines themselves as an artist and who is permanently transferring the official ownership of their work to someone else. A secondary audience or readership could be defined as anyone else who is in some capacity involved with the transfer of ownership of contemporary art, which includes cultural workers such as curators, patrons, collectors, galleries and art dealers, lawyers, solicitors and insurance companies, as well as the artist’s family members and heirs. Yet a third category of audience or readership could be defined as the larger “art world”, or everyone else who is interested in developments in contemporary art but is not directly concerned by its economy which includes, art critics and historians, as well as the art audiences. It can also be noted that the text does not address people, organizations or companies such as art shippers, customs and tax authorities, which do come in contact with but cannot be said to be a part of the art world. SiegelauB uses a number of rhetorical tools such as *hypophora*, *conceit*, *invective*, *sylogism*, *antirrthesis*, *epicrisis*, *hortatory rhetoric*, *colloquialisms*, *enumeratio*, *rhetorical question*, *exhortation* and *repetition* “to draw the audience into his radius of discourse.”¹⁴⁸ Considering the result of the rhetorical analysis I have confirmed my initial identification of SiegelauB’s introduction as an art manifesto.

3 Closing discussion

As an initiative ARRTSA was an enactment of the politicized discussions, appeals and demonstrations that took place during the late 1960s, which were to a large extent directed at art institutions, such as MoMA. SiegelauB participated in and contributed to this movement and the discourse that was forming around artist’s rights. From 1969 and onwards his politicized sensibility permeated his professional practice as well as in his private life, through the mutual influence with his partner at the time, Lucy Lippard. Before SiegelauB set out to realize the idea of an artist’s contract he researched the area of European legislation and social practices through his network of collectors, gallerists and artists based in Europe.

¹⁴⁷ See Appendix H: Text Analytics Report generated by checktext.org

¹⁴⁸ Perloff, 1984, p. 72.

Siegelaub's introductory text begins by listing seven *thesis statements*. From a collector's perspective these are demands, conversely, this is what the Agreement is offering to the artists. The seven thesis statements were a compilation of calls for artist's rights circulating among artists on the New York art scene during that time, earlier precursors to artist's contracts and pre-existing legal clauses from other types of contracts. In other words, the result of merging of Siegelaub's and Projansky's respective areas of expertise. By borrowing heavily from European laws and adopting the corporate social practice of entering into private agreements that would restrain the art market-logic, it purported to hold the key to a structural change in the art world. Since artist's contracts were an unestablished practice in the US art context, the Agreement form also borrowed its format and language from the corporate world. Siegelaub understood that this would have a deterring effect, which he tried to dispel with his use of informal language in the introduction.

The rhetorical analysis shows how Siegelaub was making a moral appeal to collectors on behalf of artists. Through the use of a strong ethos, assertive - though not a completely unflinching - logos and an unabashed pathos, the text is trying to educate collectors to consider artworks, not merely as private commodity, but also as belonging to an artist's whole body of work. As such artworks are in a constant and undeniable relation to the artist, which, irrespective of the nature and intensity of this relation, makes the collector a custodian of the artwork and, in a sense, of art history.

The order in which the seven thesis statements are listed, starting with the most controversial clause, suggests a descending order of priority. This, I believe, reflects the time in which the text was written. Today the order of priority might well have been different. Rhetorically, as a text with ambitions and overtones of the art manifesto, it makes sense to organize the demands and the arguments this way. But the focus on the 15% clause overshadows the other areas of inequities; the so-called aesthetic rights or artist's lack of control over the use of their work. Although mentioned already in the *exordium* on the title page, their full potential is not conveyed in the text. In comparison with the economic benefits, which are to "accrue to the artist for life, plus the life of a surviving spouse (if any) plus 21 years, so as to benefit the artist's children while they are growing up", the rights pertaining to "aesthetic control" are only to last for the artist's lifetime. As I can only speculate in the reasoning behind this formulation I will refrain from doing so, but I would like to point out that for someone to be in a position in which they are entitled to economic benefits, it would be very much in their interest to be invested in and follow developments closer up, which makes the termination of the "aesthetic control", seem contradictory. Also, the formulation that the artist should maintain the "aesthetic control" for lifetime only speaks against common procedure,

which is for the heir(s) to set up a foundation in order to manage, conserve and protect the legacy of the artist. These interests are closely linked to the rights pertaining to “aesthetic control” and are in some cases pursued with more diligence and vigor than the artists themselves would have applied.¹⁴⁹

In general practice the scope of the “aesthetic control” outlined in ARRTSA corresponds to what is today covered by the term moral rights. SiegelauB does not talk about artist’s moral rights but he does mention, as one of the “substantial benefits” for the collector that “the Agreement is designed (...) to establish recognition that the artist maintains a moral relationship to the work, even as the collector owns and controls it.” In seeking to regulate intrinsically private relationships (mainly artist-collector, artist-artwork and collector-artwork) in favor of the artist’s interests, writing the introduction to the Agreement must have been a difficult balancing act. I interpret SiegelauB’s at occasional garish and almost frustrated language in the introduction text, as a sign of this.

As some gallerists have pointed out, the use of the Agreement adds a dimension of officialdom and formalism to a sale-situation, which might already be perceived as precarious by the artist and maybe even the gallerist, thus making the use of the Agreement seem like an added burden on the relationship with the collector. Particularly as the purpose of the Agreement is to create a “non-exploitative, one-to-one relationship between the artist and the owner”, which might not be an explicit interest of the collector. In addition, SiegelauB points out that the full potential of the Agreement can only be harnessed if the use is consistent in an artist’s practice, which would make the exceptional or occasional use of it, for instance when gifting works to friends, pointless. This is not necessarily true, as the validity of one agreement is not dependent on the existence and continued use of another agreement.

The Agreement claims to articulate an all-encompassing alternative to a situation that was broadly perceived as dated, unfair and untenable, by redirecting some of the benefits generated by artist’s work, towards themselves, while at the same time trying to cater to the needs of the collector and gallerist alike. This happens mainly at the expense of the same artist’s rights that the Agreement seeks to establish in the first place. In this way SiegelauB is - unwittingly perhaps - propagating for the reproduction of precisely the same social structures that have created the artist’s precarious situation and which he purports to remedy. We could see how SiegelauB, already in presenting the

¹⁴⁹ See for instance the estates Yves Klein and Marcel Broodthaers, or more recently Sol LeWitt’s estate. Seth SiegelauB himself set-up the Stitching Egress Foundation, with the aspiration of it becoming an online resource and overview of his eclectic practice and the contributions he made in his lifetime. Unfortunately it is perfunctory and dysfunctional at the moment.

15% clause, was encouraging creative ways to circumvent the clause in order to please the “reluctant collector”. For instance, Siegelau suggests that an inflated price can be stated on the Agreement to please a “reluctant collector”, which means that the artist gains less from a future resale (conversely, by stating a deflated price the artist would gain more from a future resale). In effect, Siegelau undermines the credibility of the Agreement and encourages manipulation of an artwork’s market value. The extent of the concessions he is condoning implies that the use of the Agreement will encounter stern resistance from collectors. A notion that is further established by the fact that this particular scenario with the “reluctant collector” is described several times in the text, and each time with more pathos. By producing this kind of discourse, despite all the purported benefits on offer, the artist is instilled with a sense of uncertainty and risk.

There are also other problematic aspects. For instance, according to Siegelau the category defined as “friends” make up 75% of all art buyers. Most of all it points to the small size of the art world at that time, in which artists, gallerists, dealers, curators, collectors and partners all knew, or knew of each other. And this figure might have been true for some, but most likely not for all artists, so presenting it as a fact would have made people question the veracity of his other advice. And with good reason, since there are parts of his advice that are poor, such as inflating prices and some that are contradictory, such as whether the right to aesthetic control will make the work less desirable, and the unaddressed issue of the legal status of the Agreement. The result is that the equally real positive aspects of the initiative are occluded and any potential for radical change is thwarted.

Maybe an explanation to Siegelau’s incongruent reasoning around the seven thesis statements is based on his ability to foresee the potential resistance from collectors. Yet he seems to have been genuinely surprised when it was the artists, his friends, who rejected it most vehemently, although some collectors and gallerists did not hold back their reservations either. In the context of the late 1960s art world, pricing structures and resales were not yet a real concern among emerging conceptual artists and their primary galleries. In the same way that established artists, the abstract expressionists for instance, who were able to make a living by selling art had very little interest in starting to condition their sales and risk having their practice deemed as politicized.

Siegelau ends his text by holding the audience accountable by saying that it is now up to them to put the Agreement to its use. Speaking with the manifesto, he is reminding the audience of their place in the “dialogue” and “imbues the audience with a degree of accountability for the productivity of the

encounter.”¹⁵⁰ At the same time as he is lecturing his readers, he is pleading to them, and asking them to show solidarity with each other. In 1973 in an interview with French curator Michel Claura, Siegelauub pointed out that: “(c)onceptual art, more than all previous types of art, questions the fundamental nature of art. Unhappily, the question is strictly limited to the exclusive domain of the fine arts. There is still the potential of it authorizing an examination of all that surrounds art, but in reality, conceptual artists are dedicated only to exploring avant-garde aesthetic problems.”¹⁵¹ Here he is lamenting artists’ disinterest in any real engagement with social practices outside the realm of art. Perhaps this was his way of explaining artists’ disinterest in ARRTSA. Here Siegelauub is conceding that, despite a heightened political awareness amongst artists, the attitude in the art world was still deeply conservative. And despite the redefinition of artists as art workers, artworks remained luxury goods in society. Finally, despite the calls for equality and accessibility, the art world remained as elitist and hierarchic as always, and as we know artists make up the art world.

As the analysis of the context has shown, ARRTSA was a product of the politicized climate of its time in which emotions were running high against the power exercised by the big art institutions. Yet it is worth noting that Siegelauub does not directly address art institutions anywhere in his text. Although the introduction (or the Agreement form for that matter) does not explicitly exclude institutions, it does not consider them in particular either. And the scenarios he narrates - for instance with the character of the “reluctant collector” - are not directly applicable to a collecting art institution. In other words, institutions have a different set of social practices in which the artist is in equally precarious position, but as Siegelauub was not directly and personally involved in these practices he chose not to address them at all. Such was his premise. But after studying the introduction closely, I am convinced that the exercise of thinking outside his comfort zone, his field of expertise and his own experience would have benefitted ARRTSA as a serious initiative. It would have provided Siegelauub with an epistemological break, which could have helped him to think beyond the insularities of his own practice, and alleviate some of the ambiguities that his discourse produced.

While the text is addressing all artists working across the field, Siegelauub had built his reputation on promoting conceptual art: a term denoting engaging with the idea of an artwork rather than a real material proposition. His idea of his own practice was that of a facilitator, someone who provides a

¹⁵⁰ Maegan Parker, “Ironic Openings: The Interpretive Challenge of the ‘Black Manifesto.’” *Quarterly Journal of Speech* 94.3 (2008) p. 337f, quoted through Leslie Heme “Manifesting the Manifesto: Why One Genre Has Been Ignored”, p. 8, posted 01.04.2013 and last accessed 3.01.2016 on: <https://yadayadapourlayada.wordpress.com/2013/01/04/a-history-of-the-manifesto-by-me/>

¹⁵¹ Michel Claura and Seth Siegelauub, 1973, reprinted in Alberro and Stimson (ed.), 1999, p. 290.

space for artists to articulate new things in, to break new artistic ground. In the same way the Agreement is a new opportunity, open to everyone irrespective of artistic practice, a vehicle with which to raise new stakes. This is the intended message of Siegelau's manifesto. But the Xerox book and his other book-as-exhibition projects might have contributed to ARRTSA being perceived as another "printed project" and as such considered as an interesting and thought-provoking proposal, but not as a real and viable option for their own practice. (Once you've seen it you can reject it.)

As the analysis indicated, there are incongruences between the two texts, the two sides of the poster that have not been given much attention, if at all, by most art historians. In this analysis I departed from the notion that the introduction expresses Siegelau's reasoning behind the Agreement form, but I would now suggest that the Agreement form is an adaptation or a formalization of Siegelau's vision. In other words, as long as the Agreement is not put to use it remains in a subordinate position to the introduction; Siegelau's manifesto.

To conclude, the discourse Siegelau produces stresses solidarity, insistence and consistency for artists and makes a moral appeal to collectors, but the text also reproduces the idiosyncratic energy and ambiguities that were surrounding his driven persona. The result being that status quo is preserved and upheld, reinstated even, as it becomes apparent how informal and unregulated the art world is and how the art market has its own rules and logic which are much more powerful than the artist.

When Siegelau moved to France he left the initiative and its legacy to float almost freely for 25 years. After the initial reactions it does not receive much attention and aside from a few artists it is not put to wide use and was not debated.¹⁵² In the mid-late 1990s Siegelau was interviewed by the artist Maria Eichhorn amongst others, and as a new generation of artists struggled with the same issues that Siegelau had addressed in ARRTSA, the discourse re-emerged. Although Siegelau's reasoning does not cover all aspects it is a good departure point to start thinking about artist's rights. After all, the Agreement was intended as a suggestion, hence he urges artists to seek the advice of a lawyer in order to tailor the Agreement to their particular practice. It is tempting to speculate whether the idea of an agreement or artist's contract would have gained more support if - instead of presenting a wholesale solution - Siegelau had offered a selection of standardized clauses and invited artists to pick, mix and adapt the most applicable ones for their practice.

¹⁵² Haacke and Windsor are the only two artists who have used it for any period of time. Eichhorn and Fietzek, 2009, p. 15ff.

Some artists, such as Haacke and Eichhorn, have picked up on the critical and pedagogical potential in ARRTSA and incorporated it into their practice, so that the contractual part becomes integral to the work and whoever acquires their art also buys into their critical profile as artists. This strategy implies that social changes, however small and specific to an artistic practice, are also identifiable on a macro level, in other words they have an effect on social discourse, which in turn effects social practices. From this exposition a conclusion emerges, which is that the real potential and promise of Siegelau's manifesto is still largely unrealized. I argue that it is a viable method for radical change, since by acknowledging the discourse around artist's rights, and by addressing one's own practice, issues of aesthetic control through transfers of ownership become an integral part of the limits that cordon off an artwork. Therein also lies the continuous potential for artists to follow and choose to partake in the monetary appreciation of their work.

3.2 Further research suggestions

It would be interesting to look closer at how subsequent generations of artists have managed the legacy of Conceptualism, especially the practices which have raised concerns about socio-economic aspects of art production. Maria Eichhorn's practice for instance, which examines issues outside of avant-garde aesthetic problems and thus can be said to have picked up the call Siegelau made in 1973.¹⁵³ As the art world is not interested in having a "perfect waffle every time", in other words collective solutions, how can practices such as hers change discourse? Could a rethinking of social practices, which continue to hamper radical change on the art market, also result in a rehabilitation of the ideologies that ARRTSA purported to produce?

¹⁵³ Quote referred to: "Conceptual art, more than all previous types of art, questions the fundamental nature of art. Unhappily, the question is strictly limited to the exclusive domain of the fine arts. There is still the potential of it authorizing an examination of all that surrounds art, but in reality, conceptual artists are dedicated only to exploring avant-garde aesthetic problems." Michel Claura and Seth Siegelau, 1973, reprinted in Alberro and Stimson, 1999, p. 290.

4 Summary of results

In early 1971, a year before he abandoned the art world, the American art dealer and independent curator Seth Siegelaub (1941-2013) published *The Artist's Reserved Rights Transfer and Sale Agreement* (ARRTSA), in New York. Its stated aim was to change the power relations on the art market more in favor of the artists. This study departed from the observation that despite being a seemingly ideal way to assert artist's rights ARRTSA has only been used by a few artists, hence this thesis poses the question: what kind of 'social practice' does Siegelaub's introductory text represent, propagate and/or reproduce?

Though there are a vast number of historiographical surveys of postwar art in which Siegelaub's contribution is recognized, ARRTSA has not been given much attention. It is only mentioned in passing, if at all, as a grandiose but failed mission, but the reason for this reluctance has not been sufficiently researched. My study showed that there is a lack of academic work that considers this area of research in art history. In order to shed light on this field I used Fairclough's theory and by applying his dialectical method of Critical Discourse Analysis (CDA), I examined the discourses in which ARRTSA is included as a particular discourse and event. The analysis of Siegelaub's practice and position in combination with a close linguistic analysis of his introductory text highlighted aspects and dimensions that have been previously occluded or under-acknowledged. By analyzing what kind of discourse on social practices Siegelaub's introductory text represents, propagates and reproduces, this thesis contributes towards a more critical, wider as well as a more in-depth assessment of Siegelaub's contribution to the discourse on art and the art world.

My CDA on ARRTSA consisted of an analysis of the social and discourse practices on the New York art scene during 1967-1972 and in particular Siegelaub's access and involvement in them, as well as a linguistic study of Siegelaub's introductory text, for insight into how he constructed, organized and articulated his arguments. Together the two analyses shed light on which issues in the art world and beyond he was addressing, what he was influenced by and how he planned to instigate a change in the course of collective action by introducing a new social practice.

ARRTSA was published as a poster consisting of two parts: an introductory text and an Agreement form. I did not analyze the Agreement form, as text or its status as a legal document, but Siegelaub's mediation of it. By analyzing his introduction, the discourse he produced around it was highlighted. The analysis showed how this text, this discourse event, was organized as an art manifesto.

Siegelaub's introductory text begins by listing seven *thesis statements*. These included resale and reproduction rights and aesthetic rights such as the right to control the public exhibition of the work, to be consulted for repairs and the right to borrow the work. From a collectors perspective these are demands, conversely, this is what the Agreement is offering to artists. The analysis showed that the seven thesis statements were a compilation of calls for artist's rights circulating among artists on the New York art scene in the late 1960s, inspired by earlier precursors to artist's contracts and pre-existing legal clauses. As an initiative ARRTSA was an enactment of the politicized discussions, appeals and demonstrations that took place during that time. From 1969 and onwards Siegelaub's politicized sensibility permeated his professional practice as well as in his private life, through the mutual influence of his partner at the time, Lucy Lippard. Before Siegelaub set out to realize the idea of an artist's contract he researched the area of European legislation and social practices through his network of collectors, gallerists and artists based in Europe.

By borrowing heavily from European civil laws and adopting the corporate social practice of entering into private agreements that would restrain the art market-logic, it purported to hold the key to a structural change in the art world. Since artist's contracts were an unestablished practice in the US art context, the Agreement form also borrowed its format and language from the corporate world. Siegelaub understood that this would have a deterring effect, which the rhetorical analysis showed that he tried to dispel by using informal language in the introduction.

The rhetorical analysis of Siegelaub's introductory text supported my initial genre identification of Siegelaub's introductory text in ARRTSA, as that of the art manifesto. The visual analysis of the graphic design showed that ARRTSA had similarities with other printed projects by Siegelaub, which explains the notion that it has been viewed mostly as such and also largely overlooked in art historical accounts. From the rhetorical analysis I concluded that the purpose of the introductory text is to describe the Agreement and the reasoning behind it in plain language. Making the content as accessible as possible ensures that when the reader turns the poster to look at the Agreement form and starts to read it, the content is familiar and thus the validity of the idea already established. But more than an introduction Siegelaub's text expressed his reasoning behind the initiative, from which follows that the Agreement form is an adaptation or a formalization of Siegelaub's vision into legal language. There is a curious oscillation between the two texts - the two sides of the poster - which has been ignored by art historians. Parts of his advice are poor, like encouraging the inflation of prices and some are contradictory, such as whether the right to aesthetic control will make the work less desirable. Furthermore the unclear legal status of the Agreement remains altogether unaddressed.

The result being that the equally real positive aspects of the initiative are occluded and any potential for radical change is thwarted.

In the context of the late 1960s art world, pricing structures and resales were not yet a real concern among emerging conceptual artists and their primary galleries. In the same way that established artists, for instance the abstract expressionists who were able to make a living by selling art, had very little interest in starting to condition their sales and risk having their practices deemed as politicized. As the analysis of the context showed, ARRTSA was a product of the politicized climate of its time in which emotions were running high against the power exercised by the big art institutions and wealthy collectors. But despite a heightened political awareness amongst artists, the attitude in the art world remained deeply conservative.

To conclude, the discourse Siegelau produces stresses solidarity, insistence and consistency for artists and makes a moral appeal to collectors, but the text also reproduces the idiosyncratic energy and ambiguities that was surrounding his driven persona. The result being that status quo is preserved and upheld, even reinstated. By producing this kind of discourse, despite all the purported benefits on offer, the analysis shows how the artist is instilled with a sense of uncertainty and risk, because it becomes apparent how informal and unregulated the art world is and how the art market has a logic which yields more power than the artist. Though, on the level of individual artistic discourse the idea of pursuing artist's rights through the use of written agreements remains a largely unexplored field.

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THE ARTIST'S RESERVED RIGHTS TRANSFER AND SALE AGREEMENT

The accompanying 3 page Agreement form has been drafted by Bob Projansky, a New York lawyer, after my extensive discussions and correspondence with over 500 artists, dealers, lawyers, collectors, museum people, critics and other concerned people involved in the day-to-day workings of the international art world.

The Agreement has been designed to remedy some generally acknowledged inequities in the art world, particularly artists' lack of control over the use of their work and participation in its economics after they no longer own it.

The Agreement form has been written with special awareness of the current ordinary practices and economic realities of the art world, particularly its private, cash and informal nature, with careful regard for the interests and motives of all concerned.

It is expected to be the standard form for the transfer and sale of all contemporary art, and has been made as fair, simple and useful as possible. It can be used either as presented here or slightly altered to fit your specific situation. If the following information does not answer all your questions consult your attorney.

Appendix A: ARRTSA page single lay-out, 2/8

2

WHAT THE AGREEMENT DOES

The Agreement is designed to give the artist:

- 15% of any increase in the value of each work each time it is transferred in the future.
- a record of who owns each work at any given time.
- the right to be notified when the work is to be exhibited, so the artist can advise upon or (see Article Seven (b)) veto the proposed exhibition of his/her work.
- the right to borrow the work for exhibition for 2 months every five (5) years (at no cost to the owner).
- the right to be consulted if repairs become necessary.
- half of any rental income paid to the owner for the use of the work at exhibitions, if there ever is any.
- all reproduction rights in the work.

The economic benefits would accrue to the artist for life, plus the life of a surviving spouse (if any) plus 21 years, so as to benefit the artist's children while they are growing up. The artist would maintain aesthetic control only for his/her lifetime.

Although the contract may seem to alter the previous relationship between artist and art owner principally by putting new obligations on the owners, the Agreement really does some very good things for the collector. In return for these obligations, which are almost costless for the collector, he gets substantial benefits; the Agreement is designed:

- to give each owner the formalized right to receive from the artist (or his/her agent) a certified history and *provenance* of the work.
- to create and clarify a non-exploitative, one-to-one relationship between the artist and the owner.
- to maintain this relationship—what lawyers call “privity”—between the artist and each successive owner of the work.
- to establish recognition that the artist maintains a moral relationship to the work, even as the collector owns and controls it.
- to give assurance to the owner that he is using the work in harmony with the artist's intentions.

WHEN TO USE THE AGREEMENT

The Agreement form has been designed to be used by the artist at the time of the FIRST TRANSFER—either by gift, or barter for things or services, or sale

of EACH INDIVIDUAL work of art—

either a painting, a sculpture, a drawing, a graphic, a multiple, a mural, an immovable sculpture, a non-object work, or any other fine art you can think of

from the artist to ANYONE else—

either a friend, another artist, collector, museum, gynecologist, lawyer, corporation, landlord, relative or dealer.

IMPORTANT: it is NOT for use when you lend your work to exhibitions or when you give it to your dealer on consignment. It IS for use when the dealer sells your consigned work.

In short, the Agreement form is to be used when you part with your work for keeps.

Its terms are effective and it requires a very simple procedure to keep it in effect with each successive owner of your work of art.

It requires the artist and the first owner of the work to fill out and sign the Agreement form and also, to affix a notice of the existence of the Agreement somewhere on the work of art itself.

HOW TO USE THE AGREEMENT

1. To begin, xerox or offset a number of copies of each page of the Agreement form. You will need at least 2 copies for each work you sell or give or trade away. (Save *this* copy to make future copies and so you can refer to this information.)

2. Fill out the contract forms—one copy for you, one for the new owner, and another copy of the last page only (from which you cut out the notice to affix to the work). Make sure that you fill it out legibly.

3. Follow the simple instructions in the margin of the Agreement form. Double check to make sure you have filled in the spaces that must be filled in and struck out what must be struck out.

IMPORTANT: Fill out only those parts of the Specimen TRANSFER AGREEMENT AND RECORD which identify the work and the *original* parties to the *original* Agreement (“between _____ and _____, made the _____ day of _____, 19____”). Be sure you fill out the specimen NOTICE.

You will note that the contract form speaks in terms of a “sale” (“whereas Artist is willing to sell the Work to Collector and Collector is willing to purchase. . . .”); this doesn’t mean you can’t use it when you give a friend a work or pay your dentist with a painting or trade works with another artist. We have used the words “sell” and “purchase” only for the sake of simplicity (likewise, we use the term “Collector” just because it is the most all-inclusive word for this purpose). Strictly speaking, even if you are giving or trading your work you are “selling” it for the promises in the Agreement and whatever else you get.

This Agreement form is not a bill of sale or an invoice, nor is it a substitute. If the work is sold for money, prepare a separate bill of sale for your financial records.

In Article One, you enter the price OR value of the work; you, the artist, can put any value that you and the new owner agree upon. If the work is resold for a figure higher than the one you have entered as “value”, the owner will have to pay you 15% of the difference over that figure; obviously the higher the figure you put in, the better break the new owner is getting. If you are giving a friend a work or exchanging with another artist (you need two separate Agreements for the latter situation) you might want to enter a nominal value so that you would get some money, even if he/she later sells it for less than what your dealer would sell it for.

IMPORTANT: if there are rights given the artist under the Agreement form that you as the artist do not want, you strike them out. IMPORTANT: be sure to examine ARTICLE SEVEN (b); if you don’t feel you must have a veto over all details of the future exhibition of the work, be sure you strike (b) out of ARTICLE SEVEN. Few collectors will want to buy a work if their right to lend it for exhibition is so restricted by someone else. If you give a work away you can leave (b) in, but that will make it very difficult for your friend to sell it. We have put (b) in because (a) is the least an artist should accept and (b) is the most he/she can ask for. If (a) is not enough for you but you don’t need (b), have an attorney draft a short rider to the Agreement setting forth those specific controls over exhibition that you feel you must have.

Appendix A: ARRTSA page single lay-out, 3/8

4. You and the Collector should each sign both copies, yours and his, so they will both be legal originals.

5. Before the work is delivered, be sure that a copy of the NOTICE is affixed to the work. DO NOT cut it out of one of the originals. Put it on a stretcher bar or under a sculpture base or wherever else it will be aesthetically invisible yet easily findable. It should get a coat of clear polyurethane—or something like it—to protect it. It won't hurt to put several copies of the NOTICE on a large work.

If your work simply has no place on it for the NOTICE or your signature—in which case you should always use an ancillary document which describes the work, which bears your signature, and which is transferred as a (legal) part of the work—glue the NOTICE on the document.

PROCEDURE FOR FUTURE TRANSFERS. For future transfers, the owner makes three copies of the TRANSFER AGREEMENT AND RECORD form from his original (without the words "SPECIMEN"). He then fills them out, entering the value or price that he and the next owner have agreed upon. Both the old and new owners sign ALL THREE copies of the dated TRANSFER AGREEMENT AND RECORD, each keeps one copy and the third is sent with the 15% payment (if any is required) to the artist or his/her agent. The old owner gives the new owner a copy of the original Agreement, so he will know his responsibilities to the artist and have the TRANSFER AGREEMENT AND RECORD form if HE transfers the work.

THE DEALER

If you have a dealer, he is going to be very important in getting people to sign the contract when he sells your work.

The dealer should make the use of the Agreement a policy of the gallery, thereby giving the artists in the gallery collective strength against those few collectors and institutions who do not really have the artist's interests at heart.

Remember, your dealer knows all the ins and outs that go down in the business of the art world. He knows the ways to get the few reluctant art buyers to sign the Agreement—the better the dealer the more ways and the more buyers he knows and the easier it will be. He can do what he does now when he wants things for his artists—give the buyer favors, exchange privileges, preferential treatment, discounts, hot tips, time, advice and all the other things that collectors expect and appreciate.

The Agreement only formalizes what dealers do now anyway; dealers try to keep track of the work they have sold, but now they can only rely on exhibition lists, catalogues, hit-or-miss intelligence and publicity to keep them up-to-date. The Agreement creates a very simple record system, which will automatically maintain a biography of each work and a chronological record of ownership. It is private, uncluttered and no dealer should ever have to hire another secretary to administer it; if each work engenders a dozen pieces of paper over the entire life of the Agreement, it will be a lot. The requirement of giving a *provenance* to the current owner is no more than what goes on today, but under this system it will be accurate and almost effortless.

A dealer shouldn't be expected to do this for nothing; it seems reasonable to compensate the dealer with some part of the 15% he/she is collecting for the artist, perhaps one-third of it.

When, as is often the case, an artist moves from one dealer to a more prestigious one, the first dealer might continue to collect whatever payments are occasioned by the resale of the earlier work.

When a dealer BUYS work directly from the artist (for resale or otherwise), they should write the intended RETAIL value of the work in their Agreement, NOT the actual amount of money the dealer is paying the artist, which would be less.

Getting the contract signed is mostly a state of mind. If your dealer does not think the benefits of the Agreement are important for you, he will have dozens of reasons why he can't get those few reluctant buyers to sign it; on the other hand, if he seriously wants you to have these benefits he will be able to overcome all those obstacles without losing a single sale.

THE FACTS OF LIFE: YOU, THE ART WORLD AND THE AGREEMENT

The general response to the preliminary draft of this Agreement form has been extremely favorable; the vast majority of people in the art world feel it is fair, reasonable and practical. A few have expressed certain reservations about whether or not people will actually use it. These reservations can be summed up in two basic statements:

- "... the economics of buying and selling art is so fragile that if you place one more burden on the collectors of art, they will simply stop buying art ...", and
- "... I will certainly use the Agreement—if everyone else uses it ..."

The first statement is nonsense; clearly the art will be just as desirable with as without the Agreement and there is no reason why the value of any art should be affected at all, especially if this contract is standard practice in the art world—which brings us to the second statement. If there is a problem here, this statement reflects it: it is the concern of the individual artist or dealer that the insistence on the use of the contract will jeopardize their sales in a competitive market.

If we examine this notion carefully, we see it doesn't hold up.

ALL artists sell, trade and give their work to only two kinds of people:

- those who are their friends.
- those who are not their friends.

Obviously, your friends will not give you a hard time; they will sign the Agreement with you. The ONLY trouble will come when you are selling to someone who is not a friend. Since surely 75% of all art that is sold is bought by people who are friends of the artist or dealer—friends who dine together, see each other socially, drink together, weekend together, etc.—whatever resistance may appear will come only in respect to some portion of the 25% of your work that is being sold to strangers. Of these people, most will wish to be on good terms with you and will be happy to enter into the Agreement with you. This leaves perhaps 5% of your sales which will encounter serious resistance over the contract. Even this real resistance should decrease toward zero as the contract comes into widespread use.

In a manner of speaking, this Agreement will help you discover who your friends are.

If a collector wants to buy but doesn't want to sign the Agreement, you should tell him that all your work is sold under the contract, that it is standard for your work.

If he buys work only from those few artists who won't insist on using the Agreement he is being very foolish; non-use of this Agreement is a very dumb criterion for building one's collection.

Appendix A: ARRTSA page single lay-out, 4/8

4

There are other things that you can point out to the reluctant collector:

- first of all, it's not going to cost him anything unless your work appreciates in value. If that doesn't cut any ice, and he wants to keep *all* of whatever profit he might make with your work, you can simply write in a higher value for it, thus giving him a free ride for the first part of the appreciation he anticipates.
- if and when he sells your work and he owes you some payment, he doesn't necessarily have to pay you with money; you can give him credit against the purchase of a new work or take payment in services or something other than money.
- of course, if a collector buys a work without the contract when the use of the Agreement has become the standard practice for the artist, the collector will have to rely on sheer good-will when he later wants the artist (or his/her dealer) to appraise, repair or authenticate it. Why he should expect to find any good-will there is anybody's guess.

Is the collector really going to pass up your work because you want him to sign the contract? Work that he likes and thinks is worth having? If the answer is yes, given the fact that it won't cost *him* anything to give you the respect that you as the creator of the work deserve—if that will keep him from buying, he is being very stubborn and foolish and nobody can tell you how to illuminate him.

Using the contract doesn't mean that all your relationships in the art world will hereafter be strictly business or that you will have to enforce your rights down to the last penny. Friends will still be friends; you will be able to waive your rights to payments (in whole or in part), your right to make repairs, to grant reproduction rights, to be consulted—but they will be **YOUR** rights and the choices will be **YOURS**.

The Agreement form has been prepared to be used by any and all artists—known, well-known and unknown. Simply make a lot of copies and use it whenever you give, trade or sell your work. It will be effective from the moment you use it. The more artists and dealers there are using it, the better and easier it will be for everybody. It requires no organization, no dues, no government agency, no meetings, no public registration, no nothing—just your will to use it. Just plug it in and watch it go—a perfect waffle every time!

ENFORCEMENT

First, let's put this question in perspective: most people will honor the Agreement because most people honor agreements. Those few people who will try to cheat you are likely to be the same kinds who will give you a hard time about signing the Agreement in the first place. Later owners will be more likely to try to cheat you than the first owner, with whom you or your dealer have had some face-to-face contact, but there are strong reasons why both first and future owners should fulfill the contract's terms.

What happens if owner #2 sells your work to owner #3 and doesn't send you the transfer form? (He's not sending your money, either.)

Nothing happens. (You don't know about it yet.)

Sooner or later you do find out about it because it takes a lot of effort to conceal such sales and the grapevine will get the news to you (or your dealer, anyway. To conceal the sale, owner #3 has to conceal the work and he's not going to hide a good and valuable work just to save a little money. And if he ever wants to sell it, repair it, appraise it or authenticate it, he **MUST** come to you (or your dealer). When you do find out about such a transfer—and you will—you sue owner #2, who will be stuck for 15% of the increase based on the price to owner #3 OR on the value at the time you find out about it, which maybe much higher. Clearly, a seller (in this case owner #2) would be extremely foolish to take this chance, to risk having to pay a lot of money just to save a little money.

As to falsifying values reported to the artist, there will be as much pressure from the new owner to put in a falsely high value as from the old owner to put in a low value. There are real difficulties inherent in getting two people to lie in unison, especially if it only benefits one of them—the seller. In 95% of the cases the amount of money to be paid to the artist won't be enough to compel the collectors to lie to you.

You will note that in the event you have to sue to enforce any of your rights under the Agreement, **ARTICLE NINETEEN** gives you the right to recover reasonable attorney's fees in addition to whatever else you may be entitled to.

SUMMATION

We realize that this Agreement is essentially unprecedented in the art world and that it just may cause a little rumbling and trembling; on the other hand, the ills it remedies are universally acknowledged to exist and no other practical way has ever been devised to cure them.

Whether or not you, the artist, use it, is of course up to you; what we have given you is a legal tool which you can use yourself to establish ongoing rights when you transfer your work. This is a substitute for what has existed before—nothing.

We have done this for no recompense, for just the pleasure and challenge of the problem, feeling that should there ever be a question about artists' rights in reference to their art, the artist is more right than anyone else.

Seth Siegelaub, 24 February 1971, New York

SEE OVERSIDE FOR AGREEMENT FORM

Please POST, REPRODUCE and USE this poster freely.

This poster is not to be sold.

All the information contained on this poster will also be contained in the April 1971 issue of Art News, Studio International and Arts Canada.

The cost of the production, printing and distribution of this poster has been underwritten by the School of Visual Arts in New York.

For further information: Seth Siegelaub, Post Office Box 350, New York 10013, U.S.A.

DESIGN: CRISTOS GIANAKOS

AGREEMENT FORM :



Appendix A: ARRTSA page single lay-out, 6/8

AGREEMENT OF ORIGINAL TRANSFER OF WORK OF ART

Fill in date,
names and
addresses of
parties

This agreement made this _____ day of _____, 19_____, by and between
_____(hereinafter the "Artist"), residing at

_____(hereinafter the "Collector"), residing
at _____;

Fill in data
identifying
the Work

WITNESSETH:

WHEREAS the Artist has created that certain work of art;

Title: _____ Identification #: _____

Date: _____ Material: _____

Dimensions: _____ Description: _____

(hereinafter "the Work"); and

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

WHEREAS Collector and Artist recognize that the value of the Work, unlike that of an ordinary chattel, is and will be affected by each and every other work of art the Artist has created and will hereafter create; and

WHEREAS the parties expect the value of the Work to increase hereafter; and

WHEREAS Collector and Artist recognize that it is fitting and proper that Artist participate in any appreciated value which may thus be created in the Work; and

WHEREAS the parties wish the integrity and clarity of the Artist's ideas and statements in the Work to be maintained and subject in part to the will or advice of the creator of the Work,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations the parties hereto agree as follows:

Fill in price
or value; strike
out one not
applicable

PURCHASE AND SALE. ARTICLE ONE: The Artist hereby sells to Collector and Collector hereby purchases the Work from Artist, subject to all the covenants herein set forth (for the price of _____; receipt of which is hereby acknowledged) (at the agreed valuation for the purposes of this agreement of _____).

Fill in name,
address of
artist's agent,
if any; strike
out one not
applicable

FUTURE TRANSFERS. ARTICLE TWO: Collector covenants that in the event Collector shall hereafter sell, give, grant, barter, exchange, assign, transfer, convey or alienate the Work in any manner whatsoever or if the Work shall pass by inheritance or bequest or by operation of law, or if the Work shall be destroyed and insurance proceeds paid therefor, Collector or Collector's personal representative shall:

(a) file a current TRANSFER AGREEMENT AND RECORD in the form and containing the information set forth and called for in the specimen hereunto annexed and made a part hereof, completed and dated, and subscribed by Collector or Collector's personal representative and collector's transferee, with the (Artist at the address set forth above) (Artist's agent for the purpose: _____) within thirty days of such transfer, distribution, or payment of insurance proceeds, and shall

(b) pay a sum equal to fifteen percent (15%) of the Appreciated Value (as hereinafter defined), if any, occasioned by such transfer or distribution or payment of insurance proceeds to (Artist at the address set forth above) (Artist's agent for the purpose: _____) at: _____ within thirty days of such transfer, distribution, or payment of insurance proceeds.

Fill in name,
address of
artist's agent,
if any; strike
out one not
applicable

PRICE/VALUE. ARTICLE THREE: The "price or value" to be entered on a TRANSFER AGREEMENT AND RECORD shall be:

- (a) the actual selling price if the Work is sold for money; or
- (b) the money value of the consideration if the Work is bartered or exchanged for a valuable consideration; or
- (c) the fair market value of the Work if it is transferred in any other manner.

APPRECIATED VALUE. ARTICLE FOUR: "Appreciated Value" of the Work for the purposes of this Agreement, shall be the increase, if any, in the value or price of the Work set forth in a current duly executed and filed TRANSFER AGREEMENT AND RECORD over the price or value set forth in the last prior duly executed and filed TRANSFER AGREEMENT AND RECORD, or, if there be no prior duly executed and filed TRANSFER AGREEMENT AND RECORD, over the price or value set forth in ARTICLE ONE herein

(a) In the event a current duly executed TRANSFER AGREEMENT AND RECORD is not timely filed as required by ARTICLE TWO herein, Appreciated Value shall nonetheless be computed as if such current TRANSFER AGREEMENT AND RECORD had been duly executed and filed, with a price or value set forth therein equal to the actual market value of the Work at the time of the current transfer or at the time of the discovery of such transfer.

Appendix A: ARRTSA page single lay-out, 7/8

Strike out one not applicable	<p>TRANSFEREES TO RATIFY AGREEMENT. ARTICLE FIVE: Collector hereby covenants that he will not hereafter sell, give, grant, barter, exchange, assign, transfer, convey or alienate the Work in any manner whatsoever or permit the Work to pass by inheritance or bequest or by operation of law to any person without procuring such transferee's ratification and affirmation of all the terms of this Agreement and transferee's agreement to be bound hereby and to perform and fulfill all of the Collector's covenants set forth herein, said ratification, affirmation and agreement to be evidenced by such transferee's subscription of a current duly completed and filed TRANSFER AGREEMENT AND RECORD.</p> <p>PROVENANCE. ARTICLE SIX: Artist hereby covenants that (Artist) (Artist's agent for the purpose as set forth in ARTICLE TWO) will maintain a file and record of each and every transfer of the Work for which a TRANSFER AGREEMENT AND RECORD has been duly filed pursuant to ARTICLE TWO herein and will at the request of the Collector or Collector's successors in interest, as that interest shall appear, furnish in writing a provenance and history of the Work based upon said records and upon Collectors' notices of proposed public exhibitions and will certify in writing said provenance and history and the authenticity of the Work to Collector and his successors in interest, and, at Collector's reasonable request, to critics and scholars. Said records shall be the sole property of the Artist.</p> <p>EXHIBITION. ARTICLE SEVEN: Artist and Collector mutually covenant that</p> <p>(a) Collector shall give Artist written notice of Collector's intention to cause or permit the Work to be exhibited to the public, advising Artist of all details of such proposed exhibition which shall have been made known to Collector by the exhibitor. Said notice shall be given for each such exhibition prior to any communication to the exhibitor or the public of Collector's intention to cause or permit the Work to be exhibited to the public. Artist shall forthwith communicate to Collector and the exhibitor any and all advice or requests that he may have regarding the proposed exhibition of the Work. Collector shall not cause or permit the Work to be exhibited to the public except upon compliance with the terms of this article.</p> <p>(b) Collector shall not cause or permit any public exhibition of the Work except with the consent of the Artist to each such exhibition.</p> <p>(c) Artist's failure timely to respond to Collector's timely notice shall be deemed a waiver of Artist's rights under this article, in respect to such exhibition and shall operate as a consent to such exhibition and to all details thereof of which Artist shall have been given timely notice.</p> <p>ARTIST'S POSSESSION. ARTICLE EIGHT: Artist and Collector mutually covenant that Artist shall have the right, upon written notice and demand to Collector made not later than 120 days prior to the proposed shipping date therefor, to possession of the Work for a period not to exceed sixty (60) days solely for the purpose of exhibition of the Work to the public at and by a public or non-profit institution, at no expense whatsoever to Collector. Collector shall have the right to satisfactory proof of sufficient insurance and pre-paid transportation or satisfactory proof of financial responsibility therefor. Artist shall have the right to such possession of the Work for one period not to exceed sixty (60) days every five (5) years</p> <p>NON-DESTRUCTION. ARTICLE NINE: Collector covenants that Collector will not intentionally destroy, damage, alter, modify or change the Work in any way whatsoever.</p> <p>REPAIRS. ARTICLE TEN: Collector covenants that in the event of any damage to the Work, Collector shall consult with Artist prior to the commencement of any repairs or restoration and if practicable Artist shall be given the opportunity to make any required repairs or restoration.</p> <p>RENTS. ARTICLE ELEVEN: In the event that Collector shall become entitled to any monies as rent or other compensation for the use of the Work at public exhibition, the Collector shall pay a sum equal to one-half of said monies to (Artist) (Artist's agent as set forth in ARTICLE TWO herein) within thirty (30) days of the date when Collector shall become entitled to such monies.</p> <p>REPRODUCTION. ARTICLE TWELVE: Artist hereby reserves all rights whatsoever to copy or reproduce the Work. Artist shall not unreasonably refuse permission to reproduce the Work in catalogues and the like incidental to public exhibition of the Work.</p> <p>NON-ASSIGNABILITY. ARTICLE THIRTEEN: No rights created in the Artist and for the Artist's benefit by the terms of this Agreement shall be assignable by Artist during the Artist's lifetime, except that nothing herein contained shall be construed as a limitation on Artist's rights under any copyright laws to which the Work may be subject.</p> <p>NOTICE. ARTICLE FOURTEEN: Artist and Collector mutually covenant that there shall be permanently affixed to the Work a NOTICE of the existence of this Agreement and that ownership, transfer, exhibition and reproduction of the Work are subject to the covenants herein, said NOTICE to be in the form of the specimen hereunto annexed and made a part of this Agreement.</p> <p>(a) Because the Work is of such nature that its existence or essence is represented by documentation or because documentation is deemed by Artist to be part of the Work, the permanent affixing of said NOTICE to the documentation shall satisfy the requirements of this article.</p> <p>TRANSFEREES BOUND. ARTICLE FIFTEEN: In the event the Work shall hereafter be transferred or otherwise alienated from Collector or Collector's estate in any manner whatsoever, any transferee taking the Work with notice of this Agreement shall in every respect be bound and liable to perform and fulfill each and every covenant herein as if such transferee had duly made and subscribed a properly executed TRANSFER AGREEMENT AND RECORD in accordance with ARTICLE TWO and ARTICLE FIVE herein at the time the Work was transferred to him or her.</p>
Strike out (b) if not required	
Strike out one applicable	
Strike out (a) if not applicable	

Appendix A: ARRTSA page single lay-out, 8/8

Fill in NOTICE
in full (Do not
remove from
original)

EXPIRATION. ARTICLE SIXTEEN: This Agreement and the covenants herein shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all other successors in interest and the Collector's covenants do attach and run with the Work and shall be binding to and until twenty-one (21) years after the deaths of Artist and Artist's surviving spouse, if any, except that the covenants set forth in ARTICLE SEVEN, ARTICLE EIGHT and ARTICLE TEN herein shall be binding only during the life of the Artist.

WAIVERS NOT CONTINUING. ARTICLE SEVENTEEN: Any waiver by either party of any provision of this Agreement, or of any right hereunder, shall not be deemed a continuing waiver and shall not prevent or estop such party from thereafter enforcing such provision or right, and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such terms or provisions, but the same shall continue in full force and effect.

AMENDMENT IN WRITING. ARTICLE EIGHTEEN: This Agreement shall not be subject to amendment, modification, or termination, except in writing signed by both parties.

ATTORNEYS' FEES. ARTICLE NINETEEN: In the event that either party shall hereafter bring any action upon any default in performance or observance of any covenant herein, the party aggrieved may recover reasonable attorneys' fees in addition to whatever remedies may be available to him or her.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement as of the day and year first above written.

SPECIMEN - SPECIMEN - SPECIMEN

NOTICE

Ownership, Transfer, Exhibition and Reproduction of this Work of Art are subject to covenants set forth in a certain Agreement made the _____ day of _____, 19____, by and between _____

and _____,
the original of which is on file with _____ at _____.

(Artist)

(Collector)

Fill in ONLY:

data identifying
the Work

names of parties
("between _____
and _____")

date

(Do not remove
from original)

SPECIMEN - SPECIMEN - SPECIMEN

TRANSFER AGREEMENT AND RECORD

To:

Know ye that _____
residing at _____

has this day transferred all his right, title and interest in that certain Work of art known as:

Title: _____ Identification #: _____

Date: _____ Material: _____

Dimensions: _____ Description: _____

to _____ residing at _____,

transferee, at the agreed price or value of _____. Transferee, hereby expressly ratifies and affirms all the terms of that certain Agreement made by and between _____ and _____

on the _____ day of _____, 19____, and agrees to be bound thereby and to perform and fulfill all of Collector's covenants set forth in said agreement.

Done this _____ day of _____, 19____,

at _____

Appendix B: ARRTSA poster format, 1/2

THE ARTIST'S RESERVED RIGHTS TRANSFER AND SALE AGREEMENT

The accompanying 3 page Agreement form has been drafted by Bob Projanaky, a New York lawyer, after my extensive discussions and correspondence with over 500 artists, dealers, lawyers, collectors, museum people, critics and other concerned people involved in the day-to-day workings of the international art world. The Agreement has been designed to remedy some generally acknowledged inequities in the art world, particularly artist lack of control over the use of their work and participation in its economics after they no longer own it. The Agreement form has been written with social awareness of the current ordinary practices and economic realities of the art world, particularly its private, cash and informal nature, with careful regard for the interests and wishes of all concerned. It is intended to be the standard form for the transfer and sale of all contemporary art, and has been made as fair, simple and useful as possible. It can be used either as presented here or slightly altered to fit your specific situation. If the following information does not answer all your questions consult your attorney.

WHAT THE AGREEMENT DOES

- The Agreement is designed to give the artist:
 - 10% of any increase in the value of any work each time it is transferred in the future.
 - a record of who owns each work at any given time.
 - the right to be notified when the work is to be exhibited, so the artist can advise upon or (see Article Seven (b)) veto the unsolicited exhibition of his/her work.
 - the right to borrow the work for exhibition for 2 months every five (5) years (at no cost to the owner).
 - the right to be consulted if repairs become necessary.
 - half of any resale income paid to the owner for the use of the work at exhibitions, if there ever is any.
 - no reproduction rights in the work.
- The economic benefits would accrue to the artist for life, plus the life of a surviving spouse (if any) plus 21 years, as to be benefit the artist's children while they are growing up. The artist would maintain aesthetic control only for his/her lifetime.
- Although the contract may seem to alter the previous relationship between artist and art owner principally by giving two obligations on the owners, the Agreement really does some very good things for the collector. In return for these obligations, which are almost costless for the collector, he gets substantial benefits; the Agreement is designed:
 - to give each owner the formalized right to receive from the artist (or his/her agent) a certified history and provenance of the work.
 - to create and clarify a non-exploitative, one-to-one relationship between the artist and the owner.
 - to maintain this relationship—what lawyers call "privity"—between the artist and each successive owner of the work.
 - to ensure recognition that the artist maintains a moral relationship to the work, even as the collector owns and controls it.
 - to give assurance to the owner that he is using the work in harmony with the artist's intentions.

WHEN TO USE THE AGREEMENT

- The Agreement form has been designed to be used by the artist at the time of the FIRST TRANSFER—either by gift, or later for things or services, or sale.
- IF EACH INDIVIDUAL work of art—
 - either a painting, a sculpture, a drawing, a graphic, a multiple, a mural, an immovable sculpture, a non-object work, or any other fine art you can think of.
 - from the artist to ANYONE else—
 - either a friend, another artist, collector, museum, gynecologist, lawyer, corporation, landlord, relative or dealer.
- IMPORTANT: is NOT for use when you lend your work to exhibitions or when you give it to your dealer on consignment. It is for use when the dealer sells your consigned work.
- In short, the Agreement form is to be used when you part with your work for keeps.
- Its terms are effective and it requires a very simple procedure to keep it in effect with each successive owner of your work of art.
- It requires the artist and the first owner of the work to fill out and sign the Agreement form and also, to affix a notice of the existence of the Agreement somewhere on the work of art itself.

HOW TO USE THE AGREEMENT

- To begin, send or offset a number of copies of each page of the Agreement form. You will need at least 2 copies for each work you sell or give or trade away. (Save this copy to make future copies and so you can refer to this information.)
- Fill out the contract forms—one copy for you, one for the new owner, and another copy of the last page only (from which you fill out the notice to affix to the work). Make sure that you fill it out legibly.
- Follow the simple instructions in the margin of the Agreement form. Double check to make sure you have filled in the spaces that must be filled in and struck out what must be struck out.
- IMPORTANT: Fill out only those parts of the Specimen TRANSFER AGREEMENT AND RECORD which identify the work and the original parties to the original Agreement ("between _____ and _____"). Be sure you fill out the specimen NOTICE. You will note that the contract form speaks in terms of a "sale" ("whereas Artist is willing to sell the Work to Collector and Collector is willing to purchase..."). This doesn't mean you can't use it when you give a friend a work or pay your dentist with a painting or trade works with another artist. We have used the words "sell" and "purchase" only for the sake of simplicity (likewise, we use the term "Collector" just because it is the most all-inclusive word for the purpose). Strictly speaking, even if you are giving or trading your work you are "selling" it for the promises in the Agreement and whatever else you get.
- The Agreement form is not a bill of sale or an invoice, nor is it a substitute. If the work is sold for money, prepare a separate bill of sale for your financial records.
- In Article One, you enter the price OR value of the work; you, the artist, can put any value that you and the new owner agree upon. If the work is resold for a figure higher than the one you have entered as "value", the owner will have to pay you 15% of the difference over that figure; obviously the higher the figure you put in, the better break the new owner is getting. If you are giving a friend a work or exchanging with another artist (you need two separate Agreements for the latter situation) you might want to enter a nominal value so that you would get some money, even if the new owner sells it for less than what your dealer would sell it for.
- IMPORTANT: If there are rights given to the artist under the Agreement form that you as the artist do not want, you strike them out. IMPORTANT: Be sure to examine ARTICLE SEVEN (b). If you don't feel you must have a veto over all details of the future exhibition of the work, be sure you strike (3) out of ARTICLE SEVEN. Few collectors will want to buy a work if their right to lend it for exhibition is so restricted by someone else. If you give a work away you can save (2) in, but that will make it very difficult for your friend to sell it. We have put (b) in because (a) is the least an artist should expect and (b) is the most he/she can ask for. If (a) is not enough for you but you don't need (b), have an attorney draft a short order to the Agreement setting forth those specific controls over exhibition that you feel you must have.

- You and the Collector should each sign both copies, yours and his, so they will both be legal originals.
- Before the work is delivered, be sure that a copy of the NOTICE is affixed to the work. DO NOT cut it out of one of the originals. Put it on a stretcher bar or under a sculpture base or wherever else it will be aesthetically invisible yet easily findable. It should get a coat of clear polyurethane—or something like it—to protect it. It won't hurt to put several copies of the NOTICE on a large work.
- If your work simply has no place on it for the NOTICE or your signature—in which case you should always use an ancillary document which describes the work, which bears your signature, and which is transferred as a (legal) part of the work—glue the NOTICE on the document.

PROCEDURE FOR FUTURE TRANSFERS. For future transfers, the owner makes three copies of the TRANSFER AGREEMENT AND RECORD form from his original (without the words "SPECIMEN"). He then fills them out, entering the value or price that he and the next owner have agreed upon. Both the old and new owners sign ALL THREE copies of the dated TRANSFER AGREEMENT AND RECORD, each keeps one copy and the third is sent with the 15% payment (if any is required) to the artist or his/her agent. The old owner gives the new owner a copy of the original Agreement, so he will know his responsibilities to the artist and have the TRANSFER AGREEMENT AND RECORD form if HE transfers the work.

THE DEALER

If you have a dealer, he is going to be very important in getting people to sign the contract when he sells your work. The dealer should make the use of the Agreement a policy of the gallery, thereby giving the artist in the gallery collective strength against those few collectors and institutions who do not really have the artist's interests at heart. Remember, your dealer knows all the ins and outs that go down in the business of the art world. He knows the ways to get the few reluctant art buyers to sign the Agreement—the better the dealer the more ways and the more buyers he knows and the easier it will be. He can do what he does now when he wants things for his artists—give the buyer favors, exchange privileges, preferential treatment, discounts, hot tips, time, advice and all the other things that collectors expect and appreciate.

The Agreement only formalizes what dealers do now anyway. Dealers try to keep track of the work they have sold, but now they can only rely on exhibition lists, catalogues, hi-or-miss intelligence and publicity to keep them up-to-date. The Agreement creates a very simple record system, which will automatically maintain a biography of each work and a chronological record of ownership. It is private, uncluttered and no dealer should ever have to hire another secretary to administer it; if each work engenders a dozen pieces of paper over the entire life of the Agreement, it will be a lot. The requirement of giving a provenance to the current owner is no more than what goes on today, but under this system it will be accurate and almost effortless.

A dealer shouldn't be expected to do this for nothing; it seems reasonable to compensate the dealer with some part of the 15% he will be collecting for the artist, perhaps one-third of it. When, as is often the case, an artist moves from one dealer to a more prestigious one, the first dealer might continue to collect whatever payments are occasioned by the resale of the artist's work.

When a dealer BUYS work directly from the artist (for resale or otherwise), they should write the intended RETAIL value of the work in their Agreement. NOT the actual amount of money the dealer is paying the artist, which would be less.

Getting the contract signed is mostly a state of mind. If your dealer does not think the benefits of the Agreement are important for you, he will have dozens of reasons why he can't get those few reluctant buyers to sign it; on the other hand, if he seriously wants you to have these benefits he will be able to overcome all those obstacles without losing a single sale.

THE FACTS OF LIFE: YOU, THE ART WORLD AND THE AGREEMENT

The general response to the preliminary draft of this Agreement form has been extremely favorable; the vast majority of people in the art world feel it is fair, reasonable and practical. A few have expressed certain reservations about whether or not people will actually use it. These reservations can be summed up in two basic statements:

- "... the economics of buying and selling art is so fragile that if you place one more burden on the collectors of art, they will simply stop buying art..." and
- "... I will certainly use the Agreement if everyone else uses it..."

The first statement is nonsense; clearly the art will be just as desirable with as without the Agreement and there is no reason why the value of any art should be affected at all, especially if this contract is standard practice in the art world—which brings us to the second statement. If there is a problem here, this statement reflects it. It is the concern of the individual artist or dealer that the inexistence on the use of the contract will jeopardize their sales in a competitive market.

- If we examine this notion carefully, we see it doesn't hold up.
- ALL artists sell, trade or give their work to only two kinds of people:
 - those who are their friends.
 - those who are not their friends.

Obviously, your friends will not give you a hard time; they will sign the Agreement with you. The ONLY trouble will come when you are selling to someone who is not a friend. Since surely 75% of all art that is sold is bought by people who are friends—friends who dine together, see each other socially, drink together, weekend together, etc.—whatever resistance may appear will come only in respect to some portion of the 25% of your work that is being sold to people who are not friends. These people are not on good terms with you and will happen to enter into the Agreement with you. This leaves perhaps 5% of your sales which will encounter serious resistance on the part of the collector. Even so, the artist should be able to overcome all those obstacles without losing a single sale.

In a manner of speaking, this Agreement will help you discover who your friends are.

If a collector wants to sign the Agreement, we need not tell him that all your work is sold under the contract, that it is standard for your work.

If he buys work which you won't insist on using the Agreement he is being very foolish; non-use of this Agreement is a very dumb criterion for building one's collection.

There are other things that you can point out to the reluctant collector.

- First of all, it's not going to cost him anything unless your work appreciates in value. If that doesn't cut any ice, and he wants to keep all of whatever profit he might make with your work, you can simply write in a higher value for it, thus giving him a free ride for the first part of the appreciation he anticipates.
- Second, if he sells your work for some payment, he doesn't need to have to pay you with money; you can give him credit against the purchase of a new work or take payment in services or something other than money.
- Of course, if a collector buys a work without the contract when the use of the Agreement has become the standard practice for the artist, he has to rely on sheer goodwill when he later wants the artist for his/her work (he/she dealer) to repair or authenticate it. Why he should expect to find any good-will there is anybody's guess.

Is the collector really going to pass up your work because you want him to sign the contract? Work that he likes and thinks is worth having he will have to rely on sheer goodwill when he later wants the artist for his/her work (he/she dealer) to repair or authenticate it. Why he should expect to find any good-will there is anybody's guess.

Using the contract doesn't mean that all your relationships in the art world will hereafter be strictly business or that you will have to rely on sheer goodwill when he later wants the artist for his/her work (he/she dealer) to repair or authenticate it. Why he should expect to find any good-will there is anybody's guess.

The Agreement form has been prepared to be used by any and all artists—known, well-known and unknown, simply make a lot of copies and use it whenever you give, trade or sell your work. It will be effective from the moment you use it. The more artists and dealers there are using it, the better and easier it will be for everybody. It requires no organization, no dues, no government agency, no meetings, no public registration, no nothing—just your will to use it. Just plug it in and watch it go—a perfect waste of time!

ENFORCEMENT

First, let's put this question in perspective: most people will honor the Agreement because most people honor agreements. Those few people who will try to cheat you are likely to be the same kinds who will give you a hard time about signing the Agreement in the first place. Later owners will be more likely to try to cheat you than the first owner with whom you, or your dealer, have had some face-to-face contact, but there are strong reasons why both first and future owners should fulfill the contract's terms.

What happens if owner #2 sells your work to owner #3 and doesn't send you the transfer form? (He's not sending your money, either.)

Nothing happens. (You don't know about it yet.) Sooner or later you do find out about it because it takes a lot of effort to conceal such sales and the grapevine will get the news to you (or your dealer) anyway. To conceal the sale, owner #3 has to conceal the work and he's not going to hide a good and valuable work just to save a little money. And if he ever wants to sell it, repair it, appraise it or authenticate it, he MUST come to you (or your dealer). When you do find out about such a transfer—and you will—you see owner #2, who will be stuck for 15% of the increase based on the price to owner #3 OR on the value at the time you find out about it, which may be much higher. Clearly, a seller (in this case owner #2) would be extremely foolish to take this chance, to risk having to pay a lot of money just to save a little money.

As to labeling values reported to the artist, there will be as much pressure from the new owner to put in a falsely high value as from the old owner to put in a low value. There are real difficulties inherent in getting two people to lie in unison, especially if it only benefits one of them—the seller. In 50% of the cases the amount of money to be paid to the artist won't be enough to compel the collectors to lie to you.

You will note that in the event you have to sue to enforce any of your rights under the Agreement, ARTICLE NINETEEN gives you the right to recover reasonable attorney's fees in addition to whatever else you may be entitled to.

SUMMATION

We realize that this Agreement is essentially unprecedented in the art world and that it just may cause a little nervousness and trembling; on the other hand, the ills it remedies are universally acknowledged to exist and no other practical way has ever been devised to cure them.

Whether or not you, the artist, use it, it is of course up to you; what we have given you is a legal tool which you can use yourself to establish ongoing rights when you transfer your work. This is a substitute for what has existed before—nothing.

We have done this for no recompense, for just the pleasure and challenge of the problem, feeling that should there ever be a question about artists' rights in reference to their art, the artist is more right than anyone else.

Seth Siegelbaum, 24 February 1971, New York

SEE OVERSIDE FOR AGREEMENT FORM

Please POST, REPRODUCE and USE this poster freely.

This poster is not to be sold.

All the information contained on this poster will also be contained in the April 1971 issue of Art News, Studio International and Arts Canada.

The cost of the production, printing and distribution of this poster has been underwritten by the School of Visual Arts in New York. For further information: Seth Siegelbaum, Post Office Box 350, New York 10013, U.S.A.

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Appendix C: Siegelau's AWC-speech, p. 1/2

Seth Siegelau (RO)

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I wish to speak extemporaneously about my feelings about what's going on here today, and what's been going on in the last few weeks. There seems to be a community of artists working throughout the world. There's a whole social fabric that rests very, very precariously on something we know as an art object, and art itself. I think if one wanted to describe this manifestation graphically, you would say that an art object would be a rock in a pool and ~~a~~ various functionary levels going out from this rock would be dealers, critics, the ^{mass} museums, the ~~media~~, a whole fabric or system, all barricading ^{it} that little object. Well ~~xxx~~ would ~~see~~ ^{anyone who's} that ~~it~~ ^{as I am} interested in my work to try and change the machinery or the context in which the art has been made and is being seen, would see that the greatest asset that artists have is their art. It would seem that for a social protest or any other type of action in withdrawing your work or setting tight controls over it, you could ~~achieve~~ achieve the goals that are being sought. I'm not in accordance with many of the goals, I'm not quite sure what some of the goals are, really, and it would seem that the Museum of Modern Art would be a very good point to focus ^{on} because..... it seems to be a very unyielding organization. Perhaps one way in which dealings with the Museum can be handled would be possibly by withholding work from exhibition, not necessarily from that museum, but countless museums around the world. It's a big question on this, to accede to the demands that are being

(59)

Appendix C: Siegelau's AWC-speech, p. 2/2

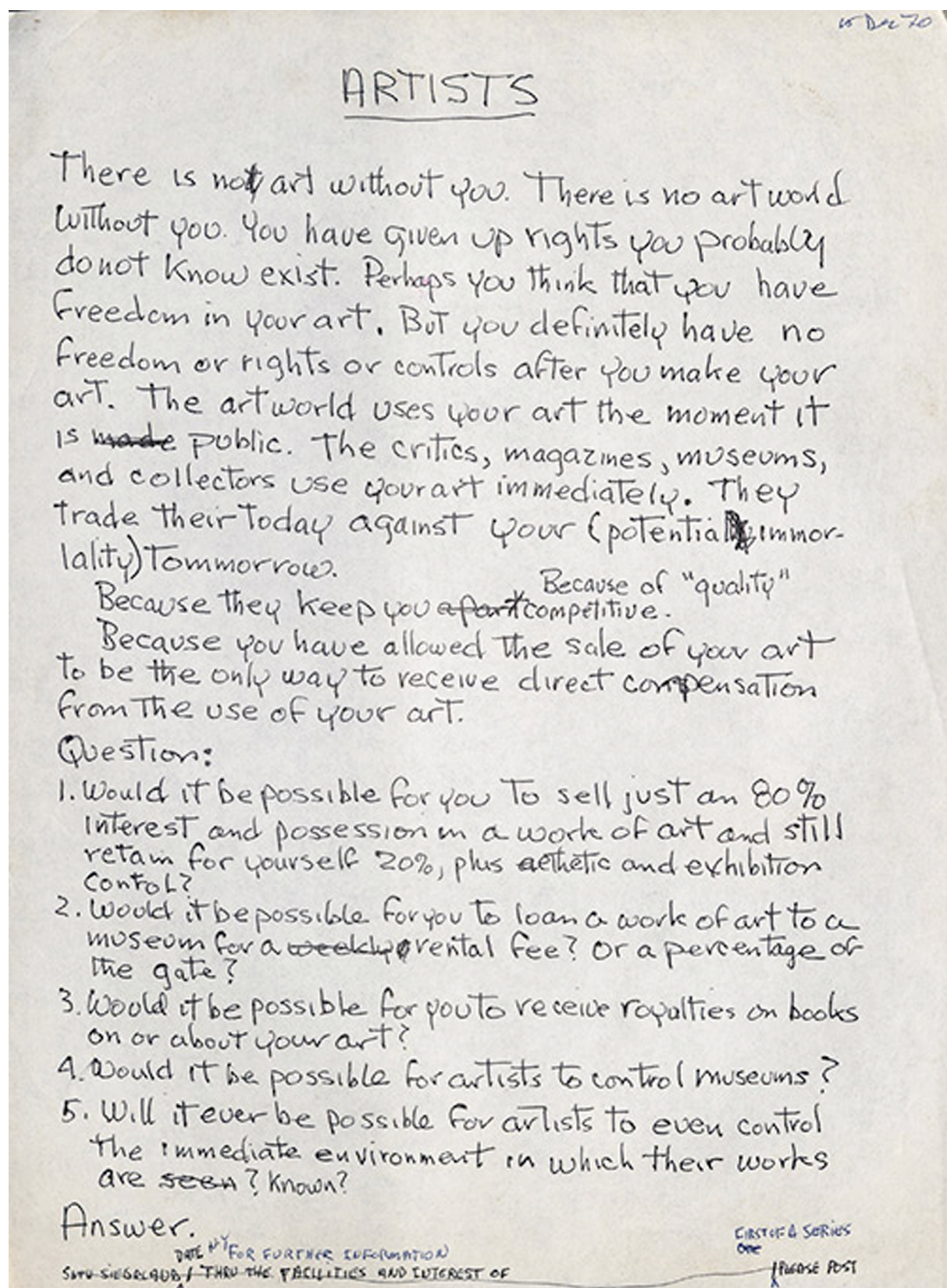
23

Seth Siegelau 2

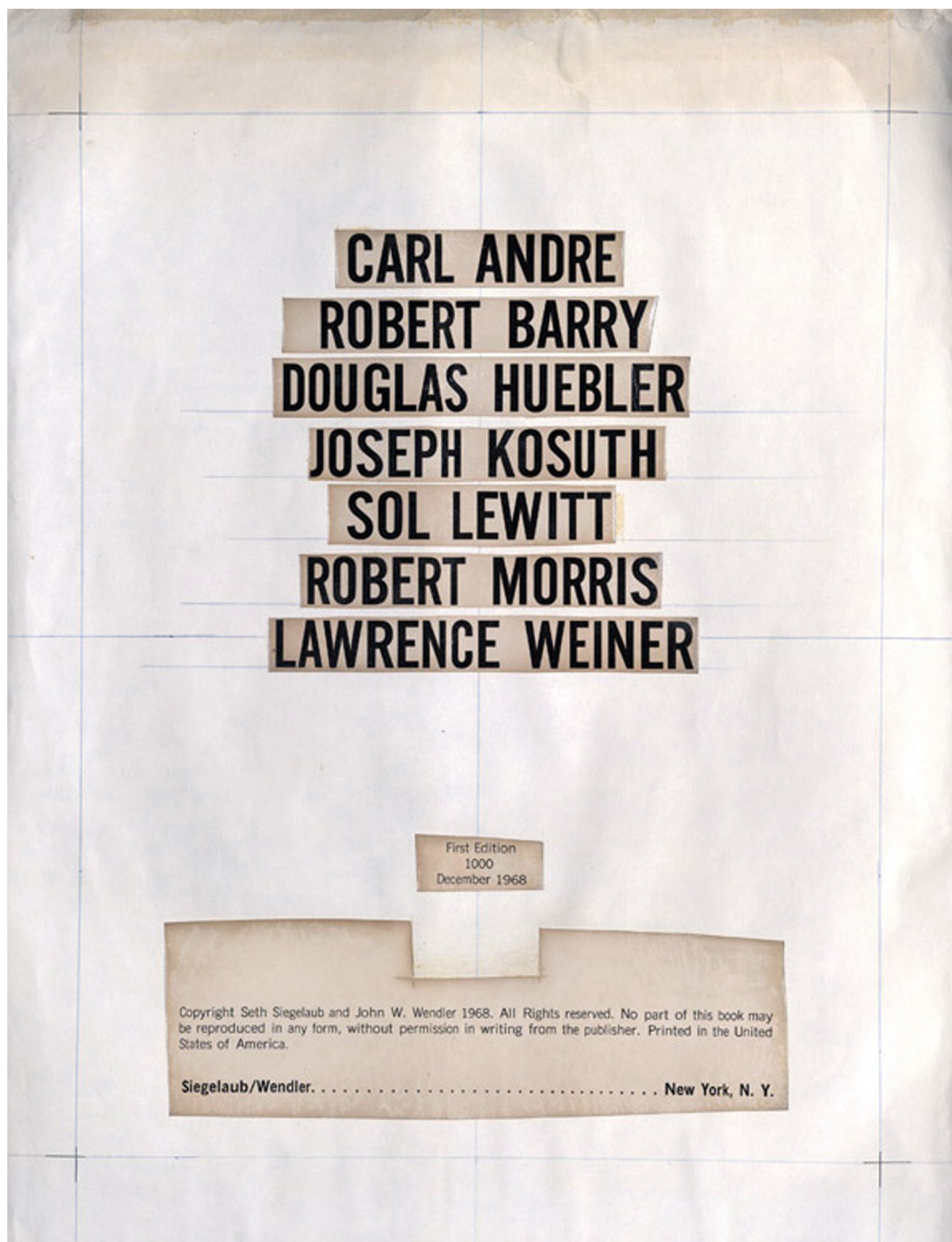
asked. It would seem that a lot of thought should be given as to what these demands are. I've heard a broad range of demands, and there seem to be some things that are very relevant. It would seem that all this has to do, in a certain sense, with the context in which art is being seen, and the rights which the artist has in having it seen in the proper fashion. And it would seem that the art is the one thing that you have and the artist always has and which picks you out from anyone else. There's a class of human beings who ~~don't~~ make art and a class who don't, some of whom happen to be curators of museums, directors or museum trustees. This is the way your leverage lies. I would think that by using x that leverage you could achieve much greater goals than in any other ways. It's the one seemingly unique aspect of an artist, that he makes art and no-one else does.

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Appendix D: Siegelau's letter draft



Appendix E: Xerox book cover draft



Appendix E: Rhetorical terms glossary

Below a selection and an explanations of rhetorical terms used in the analysis, which will be written in alphabetical order and presented according to which group of rhetorical tools they belong to.

Rhetoric: From the Greek for “orator,” this term describes the principles governing the art of writing effectively, eloquently, and persuasively

Ethos: Persuasive appeal based on the character or the projected character of the speaker or writer.

Logos, the means of persuasion by demonstration of the truth, real or apparent.

Pathos, the means of persuasion in classical rhetoric that appeals to the audience's emotions.

Theme: The central idea or message of a work, the insight it offers into life. In expository and argumentative writing the theme is usually directly stated.

Thesis/Thesis statement: In the context of the rhetorical analysis in this essay “thesis statement” should be understood as a rhetorical term used to describe a sentence or a group of sentences that directly expresses the authors opinion, purpose, meaning or position.

Rhetorical Modes: **Exposition/Argumentation/Narration,**

Parts of the text: **Independent Clause** and **subordinate clause:** this word group contains both a subject and a verb (plus any accompanying phrases or modifiers), but unlike the independent clause, the subordinate clause cannot stand alone; it does not express a complete thought.

Exordium: The introductory part of an argument in which a speaker or writer establishes credibility (ethos) and announces the subject and purpose of the discourse.

Point of view: the perspective from which a story is told, generally it is either a first person narrator (I) or a third person narrator (he, she, it, they,). There are two main subdivisions to be aware of: *omniscient* and *limited omniscient*. In the “third person omniscient” point of view, the narrator, with godlike knowledge, presents the thoughts and actions of all characters. This all-knowing narrator can reveal what each character feels and thinks at any given moment. The “third person limited omniscient” point of view, as its name implies, presents the feelings and thoughts of only one character, presenting only the actions of all remaining characters.

Metaphor/Conceit: A fanciful expression, usually in the form of an extended metaphor or surprising analogy between seemingly dissimilar objects. A conceit displays intellectual cleverness as a result of the unusual comparison being made.

Syllogism: or syllogistic-reasoning or syllogistic logic is a deductive system of formal logic that presents two premises (the first one called “major” and the second, “minor”) that inevitably lead to a sound conclusion. A Syllogism’s conclusion is valid only if each of the two premises is valid.

Anticipation: General name for argumentative strategies whereby a speaker or writer foresees and replies to objections.

Refutation: The part of an argument wherein a speaker or writer anticipates and counters opposing points of view.

Sprezzatura: he rehearsed spontaneity, the studied carelessness, the well-practiced naturalness that lies at the center of convincing discourse of any sort.

Colloquialism: The use of slang or informalities in speech or writing. Not generally acceptable for formal writing, colloquialisms give a work a conversational, familiar tone.

Syntax: The way an author chooses to join words into phrases, clauses, and sentences. Syntax is similar to diction, but you can differentiate them by thinking of syntax as the groups of words, while diction refers to the individual words.

Transition: A word or phrase that links different ideas, to effectively signal a shift from one idea to another. A few commonly used transitional words or phrases are *furthermore*, *consequently*, *nevertheless*, *for example*, *in addition*, *likewise*, *similarly* and *on the contrary*. More sophisticated writers use more subtle means of transition. We will discuss these methods later.

Enumeratio: Figure of amplification in which a subject is divided into constituent parts or details, and may include a listing of causes, effects, problems, solutions, conditions, and consequences; the listing or detailing of the parts of something.

Expletive: Figure of emphasis in which a single word or short phrase is used to lend emphasis to the words on either side of the expletive, such as “in fact”, “of course”, “to be sure”, “indeed”, “I suppose”.

Homily: This term literally means “sermon,” but more informally, it can include any serious talk, speech, or lecture involving moral or spiritual advice.

Hypophora: Figure of reasoning in which one or more questions is/are asked and then answered, often at length, by one and the same speaker; raising and responding to one’s own question(s). A common usage is to ask the question at the beginning of a paragraph and then use the paragraph to answer it. You can use hypophora to raise questions which you think the reader obviously has on his/her mind and would like to see formulated and answered.

Tone: tone describes the author’s attitude toward his material, the audience, or both. Considering how a work would sound if it were read aloud can help in identifying an author’s tone. Some words describing tone are *serious*, *businesslike*, *sarcastic*, *slightly humorous (dry)*, *informal*, *agitative*, *defiant*.

Argument: a course of reasoning aimed at demonstrating truth or falsehood.

Antirrhetis: Rejecting an argument because of its insignificance, error, or wickedness.

Deliberative: Speech or writing that attempts to persuade an audience to take (or not to take) some action.

Diatyposis: recommending useful precepts or advice to someone else.

Epicrisis: Circumstance in which a speaker quotes a passage and comments on it.

Evidence: facts, documentation, or testimony used to strengthen a claim or reach a conclusion.

Invective: denunciatory or abusive language; discourse that casts blame on somebody or something.

Kairos: The opportune time and/or place, the right time to say or do the right thing.

Paradox: A statement that appears to contradict itself.

Dehortatio: dissuasive advice given with authority

Hortatory rhetoric: speech or writing that urges or commands an audience to follow (or not follow) a particular course of action.

Appendix F: Questionnaire completed by Joseph Beuys

recd 18 Feb 71

ARTIST'S RESERVED RIGHTS SALE AGREEMENT - questionnaire
(Please return by the 15th of February 1971 to Seth Siegelau, 138 Prince Street, New York 10012. USA)

1. Can you think of any reasons we have not discussed why artists, dealers, collectors and museums should use the Agreement form - or why they should not or would not use it?

2. Are there any parts of the Agreement form that you would not want to use? Why?

3. Are there additions you feel should be made?

4. Do you have any public statement to make about the Agreement, its use or implications?

5. May we say publicly that you endorse the use of this Agreement?
— YES — ~~NO~~

6. Other criticisms, suggestions and remarks:

Joseph Beuys
BEUYS
4 DÜSSELDORF - OBERKASSEL
DRAKEPLATZ 4

Joseph Beuys sculptor 4 Düsseldorf - Oberkassel
name profession address DRAKEPLATZ 4 BRD

Appendix G: Sara Martinetti's "Seth Siegelau Chronology"

The following document is an edited version of Sara Martinetti's document, which she has based on available bibliography of Seth Siegelau's projects and publications, his archives, and on conversations with him. Original "Seth Siegelau Chronology" available online: <http://www.ravenrow.org/texts/39/>

1941 Seth Siegelau was born in the Bronx, New York, the first of four children. Raised in an intellectually curious lower middle class family.

1960–1964 Leaves home and moves into an apartment at 59 West 90 Street in Manhattan. Briefly attends Hunter College in New York but soon loses interest in his studies. Works as a plumber, and also as a part-time gallery assistant at the Sculpture Center in New York. Develops an interest in Oriental rugs. Begins buying specialist books on carpets from second-hand bookshops.

1964 Opens his gallery, Seth Siegelau Contemporary Art, at 56th Street, New York, where he shows the work of Pierre Clerk, Michael Eastman, Arne Hendin, Alfred Michael Iaruso, Herbert Livesey, Dennis MacCarthy, Lawrence Weiner and Edward Whiteman. Exhibits the work of Weiner twice, showing the paintings he was making at the time.

1965–1966 Frequents openings and bars such as Max's Kansas City near Union Square. Makes the acquaintance of many people including gallerist Richard Bellamy and art historian and curator Eugene C. Goossen, whose critical and active support of artists impressed him. Meets artists Carl Andre, Robert Barry, Douglas Huebler, Joseph Kosuth and Sol LeWitt, with whom he develops close working and personal relationships.

1966 Organises 25, an exhibition with paintings and sculptures by John Chamberlain, Joseph Cornell, Willem de Kooning, Philip Guston, Al Heid, Hans Hofmann, Ellsworth Kelly, Franz Kline, Martin Maloney, Robert Motherwell, Louise Nevelson, Barnett Newman, George Ortman, Jackson Pollock, Kenneth Price, Ad Reinhardt, David Smith, Jack Tworkov, Lawrence Weiner, Adja Yunkers and Larry Zox. Buys a work by Ad Reinhardt from the exhibition entitled *Timeless Painting* (1960–61).

Closes the gallery after eighteen months for financial reasons and doubts about its artistic direction. Moves into a three-room flat in a high-rise at 1100 Madison Avenue, where he tries to work as a private art dealer, while organising exhibitions, events and debates at which artists, friends and collectors meet.

Familiarises himself with the theories of Marshall McLuhan and Vance Packard on communication, culture and mass media.

1967–1968 With friend and collector Jack Wendler, founds Image. Art Programs for Industry Inc., a public relations company aiming to bring together artists and industry via the use of new industrial materials.

1968 His son Yves is born on 29 February. Critics John Chandler and Lucy Lippard publish their seminal essay on the burgeoning Conceptual Art scene, 'The Dematerialisation of the Art Object', in *Art International*.

4 February–2 March Organises *Carl Andre, Robert Barry, Lawrence Weiner* at Bradford Junior College, Bradford, Massachusetts, an exhibition and a symposium advertised by a four-part printed announcement in an envelope.

30 April–31 May Organises *Carl Andre, Robert Barry, Lawrence Weiner* with Chuck Ginnever at Windham College, Putney, Vermont, an exhibition and a symposium moderated by Dan Graham and advertised by a poster mailing. As Windham College does not have a dedicated art space, the artists create site-specific outdoor works.

4–7 October Organises a week-long *Benefit Exhibition for the Congressional Election Campaign for Edward Koch* with works by artists including Andre, Barry, Huebler and Weiner at Richard L. Feigen & Co. in Lower New York.

November Publishes *Douglas Huebler*, a catalogue-exhibition with works from the artist's series of *Variable Pieces* and *Duration Pieces*. For the first time, the catalogue is the exhibition.

December With the support of the Louis Kellner Foundation, New York, publishes Lawrence Weiner's *Statements*, a catalogue-exhibition with 25 text-based works.

Together with Jack Wendler, publishes *Carl Andre, Robert Barry, Douglas Huebler, Joseph Kosuth, Sol LeWitt, Robert*

Morris, Lawrence Weiner, also known as the *Xerox Book*, a catalogue-exhibition with a 25-page work on standard paper by each artist, photocopied and then offset-printed.

Winter 1968 – 1969 Siegelau meets curator and critic Lucy Lippard. They start collaborating on each other's projects and live together on and off until Siegelau moves to Europe.

1969 Gives a long-term loan of his hundreds of rare books on rugs to the library of Asia House Gallery in New York, under the responsibility of Gordon Bailey Washburn.

Participates in the discussions of the Art Workers' Coalition (AWC), which was founded after a dispute between artists and curators at the Museum of Modern Art (MoMA) in New York. Intervenes during the Open Hearing, a public debate on the relationship between art and the wider institutional and political context.

Travels for the first time to Europe in preparation for *Prospekt '69*, an exhibition organised by Konrad Fischer and Hans Strelow at the Kunsthalle Düsseldorf. Visits Harald Szeemann's exhibition *When Attitudes Become Form* at the Kunsthalle Bern. From this time onwards, through travelling and ongoing correspondence, stays in contact with European artists, collectors, gallerists and critics such as Daniel Buren, Michel Claura, Herman Daled, Konrad Fischer, Yvon Lambert, Marisa Merz and Mario Merz, Giuseppe Panza, Gian Enzo Sperone and Hans Strelow.

Works alongside Lippard in the preparation of the catalogues for *557,087* and *955,000*, the two exhibitions she organised at the Seattle Art Museum and the Vancouver Art Gallery respectively, with works by 72 artists at the forefront of 1960s contemporary art. Charles Harrison, the assistant editor of the London-based magazine *Studio International*, publishes a manifesto interview 'On Exhibitions and the World at Large'.

Discusses his role in art with artist Patricia Norvell as part of a series of ten interviews with artists.

5–31 January Organises *January 5–31, 1969*, an exhibition and a catalogue with work by Robert Barry, Douglas Huebler, Joseph Kosuth and Lawrence Weiner. The exhibition, which takes place in a temporary space in the McLendon Building on 52nd Street, New York, is the guide to the catalogue. Each artist presents two works in the exhibition and designs four pages in the publication.

March Publishes *March 1969*, also known as *One Month*, a catalogue-exhibition in the shape of a calendar with a text-based work by a different artist for each day of the month. Invited artists are Carl Andre, Michael Asher, Terry Atkinson, Michael Baldwin, Robert Barry, Frederick Barthelme, Iain Baxter, James Lee Byars, John Chamberlain, Ron Cooper, Barry Flanagan, Dan Flavin, Alex Hay, Douglas Huebler, Robert Huot, Stephen Kaltenbach, On Kawara, Joseph Kosuth, Christine Kozlov, Sol LeWitt, Richard Long, Robert Morris, Bruce Nauman, Claes Oldenburg, Dennis Oppenheim, Allen Ruppersberg, Ed Ruscha, Robert Smithson, De Wain Valentine, Lawrence Weiner and Ian Wilson.

Organises *Joseph Kosuth and Robert Morris*, a catalogue, exhibition and symposium at Laura Knott Gallery, Bradford Junior College, Bradford, Massachusetts.

April Organises Robert Barry's *Inert Gas Series*, a project staged in the Mohave Desert and advertised by a poster mailing detailing the address of a post box in Los Angeles and a telephone number that, when dialled, leads to an answer-phone message describing the work.

19 May–19 June Organises *Catalogue for the Exhibition*, an exhibition at the Centre for Communication and the Arts at the Simon Fraser University, Burnaby, British Columbia, and a symposium linking participants in Burnaby, New York and Ottawa by telephone. Artists Terry Atkinson, Michael Baldwin, Robert Barry, Jan Dibbets, Douglas Huebler, Stephen Kaltenbach, Joseph Kosuth, Sol LeWitt, n.e. Thing Co. Ltd. and Lawrence Weiner exhibit in different parts of the campus. The artworks are not identified during the exhibition, and the catalogue is only made available once the exhibition has ended.

9, 12 and 30 May Organises *Jan Dibbets*, a performance occurring at the same time over three days that sees the artist making a gesture from the window of a building in Amsterdam. The photograph indicating the site of the performance serves as the announcement, and is sent from New York in the form of a printed postcard in four languages.

July–September Organises *July, August, September 1969/Juillet, Août, Septembre 1969/Juli, August, September 1969*, an exhibition and a trilingual catalogue-exhibition with projects in different parts of the world. The catalogue describes each work and its location. Participating artists are Carl Andre in The Hague, Robert Barry in Baltimore, Daniel Buren in Paris, Jan Dibbets in Amsterdam, Douglas Huebler in Los Angeles, Joseph Kosuth in New Mexico, Sol LeWitt in Düsseldorf, Richard Long in Bristol, n.e. Thing Co. Ltd. in Vancouver, Robert Smithson in Yucatan, and Lawrence

Weiner in Niagara Falls.

September Conceives and organises the participation of Robert Barry, Douglas Huebler, Joseph Kosuth and Lawrence Weiner in the exhibition *Prospekt '69* in the form of interviews published in the catalogue.

October In collaboration with Dwan Gallery, New York, publishes Carl Andre's *Seven Books of Poetry*, with the artist's early poetry and journals.

2 November Organises 'Art Without Space', a debate with Robert Barry, Douglas Huebler, Joseph Kosuth and Lawrence Weiner broadcast on the progressive radio station wbai fm.

17 November Organises and moderates 'Time: A Panel Discussion' with Carl Andre, Michael Cain (Pulsa), Douglas Huebler and Ian Wilson at the New York Shakespeare Theater in support of the Student Mobilization Committee to End the War in Vietnam.

1970 Founds International General, which publishes and distributes his past and future publications as well as, until 1971, artists' books by n.e. Thing Co. Ltd., Allen Ruppersberg and Ed Ruscha. Lives in Amsterdam for six months, a city he regards as an ideal base for travelling within Europe. Works on various exhibition and publishing projects and spends time with Jan Dibbets.

January Publishes Jan Dibbets's *Roodborst territorium/Sculptuur 1969. Robin Redbreast's Territory/Sculpture 1969. Domaine d'un rouge-gorge/Sculpture 1969. Rotkehlchenterritorium/Skulptur 1969*, a book in four languages documenting the artist's attempt to change the ecological environment of a bird living in Amsterdam's Vondel Park.

April Publishes *18 paris iv.70*, a catalogue in three languages of an exhibition organised by Michel Claura in Paris. Artists Robert Barry, Marcel Broodthaers, Stanley Brouwn, Daniel Buren, Jan Dibbets, Jean- Pierre Dijan, Gilbert and George, François Guinochet, Douglas Huebler, On Kawara, David Lamelas, Richard Long, Ed Ruscha, Robert Ryman, Sol LeWitt, Niele Toroni, Ian Wilson and Lawrence Weiner are invited to propose two projects before making a work for the exhibition.

July–August Publishes a catalogue-exhibition for *Studio International*, later issued as a hardcover edition entitled *July/August Exhibition Book. Juillet/Août Exposition Livre. Juli/August Ausstellung Buch*. Six art critics – David Antin, Germano Celant, Michel Claura, Charles Harrison, Lucy Lippard and Hans Strelow – are each offered an eight-page section of the magazine, for which they select the artists.

5–6 October Organises 'The Halifax Conference', a two-day programme of discussions held at the Nova Scotia College of Art and Design. Invited participants produced exercises and propositions for students to experiment with. Participants include Carl Andre, Joseph Beuys, Ronald Bladen, Daniel Buren, John Chamberlain, Gene Davis, Jan Dibbets, Al Held, Robert Irwin, Roy Lichtenstein, Mario Merz, Robert Morris, Robert Murray, n.e. Thing Co. Ltd., Claes Oldenburg, Larry Poons, Robert Rauschenberg, Richard Serra, Richard Smith, Robert Smithson, Michael Snow, Jean Tinguely and Lawrence Weiner.

1971 After sending a questionnaire to over 500 people from the art world, drafts and publishes 'The Artist's Reserved Rights Transfer and Sale Agreement' with lawyer Robert Projansky. Also called 'The Artist Contract', it is distributed as a free fold-out poster in various languages and aims to improve, amongst other things, the protection of artists' rights, by demanding that the owner of a work ask for the artist's permission when it is publicly exhibited and that artists receive a 15% share of the profits when their work is resold.

July Conceives the catalogue-exhibition documenting *The United States Servicemen's Fund Art Collection*. The ussf is an organisation promoting free speech within the us military and actively opposing the Vietnam War through cultural activities.

1972 Withdraws from the art world. The Leo Castelli Gallery agrees to take on artists Robert Barry, Douglas Huebler, Joseph Kosuth and Lawrence Weiner.

1973 A dialogue with Michel Claura is published in the French magazine *Vingtième Siècle. Revue d'histoire* under the title 'L'art conceptuel'.

1990 Moves to Amsterdam to live with Marja Bloem, Curator of the Stedelijk Museum Amsterdam. Donates the immrc library to the International Institute for Social History (iisg) in Amsterdam with the aim of making it accessible to researchers. It comprises 1,760 books and documents as well as working notes for *Marxism and the Mass Media*.

Lends artworks from his collection to the exhibition *L'Art conceptuel, une perspective*, organised by Claude Gintz at the Musée d'Art Moderne de la Ville de Paris. Gives an interview for the catalogue of the exhibition, which is generally considered to be the first major retrospective of Conceptual Art.

In collaboration with Marion and Roswitha Fricke, two art dealers in Düsseldorf, conducts the project *The Context of Art/The Art of Context*, in which 115 artists involved in one of the five most important exhibitions in 1969 are asked to reflect on changes in art, their lives and the art world since the 1960s. The results are published in various magazines in four different languages.

1996 Alexander Alberro, Doctor of Art History at the Northwestern University in Chicago, defends a thesis on *Deprivileging Art. Seth Siegelau and the Politics of Conceptual Art* (published in 2003 under the title *Conceptual Art and the Politics of Publicity*). As part of his phd, he undertakes the crucial task of classifying Siegelau's archives from the Conceptual Art period (1964–1972).

2000 Founds the Stichting Egress Foundation in Amsterdam, which brings together all his projects and collections.

From 2000 onwards, is regularly invited by museums or magazines to discuss his role in the emergence of Conceptual Art.

2006 Stichting Egress Foundation gives support to various projects, including Primary Information, a publishing house for artists' books in New York; Kunstverein, an independent art centre in Amsterdam; and the contemporary culture index (ccindex), an online, open-access bibliographical database of international journals and periodicals.

Accepts a residency at the Office for Contemporary Art Norway (oca) in Oslo.

2007 Participates in the roundtable discussion 'From the Specific to the General. The Publications of Seth Siegelau', with Alexander Alberro, Robert Barry and Lawrence Weiner, organised at the Museum of Modern Art (MoMA), New York, by Christophe Cherix, Chief Curator of Prints and Illustrated Books.

2008 Launches the website <http://egressfoundation.net>. Is interviewed by Hans Ulrich Obrist for his book *A Brief History of Curating*.

2009 Sets up the Egress Art Law Resource Center, with lawyer and curator Daniel McClean, which focuses on critical legal issues around contemporary art and provides a forum for discussion.

Artist Maria Eichhorn publishes *The Artist's Contract. Interviews with Carl Andre, Daniel Buren, Paula Cooper, Hans Haacke, Jenny Holzer, Adrian Piper, Robert Projansky, Robert Ryman, Seth Siegelau, John Weber, Lawrence Weiner, Jackie Winsor*, discussing the impact of 'The Artist's Reserved Rights Transfer and Sale Agreement'.

2011 Presents 'How Is Art History Made?', the first project of the Egress Forum for Critical Art Studies, a research project on the socio-economic aspects of the art world, organised in association with the Kunsthalle Basel during the Basel Art Fair.

The Museum of Modern Art (MoMA), New York, acquires 21 works from his collection of conceptual artworks and receives a donation of four works along with his archives of the period.

2013 Siegelau died on June 20 in Basel, Switzerland.

Text Analysis

Readability

Flesch Reading Ease: 77.1

Grade Levels

Flesch-Kincaid Grade Level: 4.6

Gunning Fog Index: 7.5

Coleman-Liau Index: 6.1

SMOG: 8.4

Automated Readability Index: 3.9

Average Grade Level 6.1

Statistics

Word Count: 3606

Character Count: 16197

Lexical Density: 41.3%

Unique Words: 965

Complex Words: 372

Number of Paragraphs: 357

Syllable Count: 5165

Sentence Count: 429

Characters Per Word: 4.5

Syllables per Word: 1.4

Average Sentence Length: 8.4

Keywords

1.	work	1.8%
2.	AGREEMENT	1.4%
3.	artist	1%
4.	owner	0.7%
5.	art	0.7%
6.	dealer	0.6%
7.	use	0.6%
8.	form	0.4%
9.	contract	0.4%
10.	give	0.4%

