

NEW 10/92 (between the TRUST & SPACES)

Draft

To whom it may concern:

The Ehn Trust hereby requests that SPACES, (Saving and preserving Arts and Cultural Environments), through their spokesman, Seymour Rosen, distribute the following Art Objects (see Inventory) created by John Ehn.

The Art Objects are to be placed in museums or in prestigious collections through donations, sales, and loans or otherwise preserved for public viewing. The items to be distributed are listed on the attached Inventory.

Certain objects, and family memorabilia not on the inventory, chosen by Mr. Rosen to help museums recreate a sense of the original environment, will be kept and maintained by the family, but available to SPACES and interested institutions.

There are certain conditions that apply to this donation. They are as follows:

1. Seymour Rosen may also choose one of the pieces for his personal collection. This is a personal gift to him from the Ehn Trust in recognition of his long standing efforts on the Trusts behalf.

2. SPACES, will sell some of the Art Objects to establish their current market value. The monies received for this sale will be kept by SPACES for use in paying expenses incurred in distributing the Art Objects.

3. The Ehn Trust will provide some additional money to help relocate the Art Objects if necessary.

4. SPACES has until \_\_\_\_\_, 199 to find suitable new homes for the Art Objects. After this date the Trust may extend the time period for SPACES at their option. Otherwise, on \_\_\_\_\_, 199 , any Art Objects that are not placed or not wanted or used by SPACES will be distributed as fairly as possible to John Ehn's children and grandchildren.

5. The Ehn Trust covenants and agrees to hold harmless, indemnify and defend SPACES, its Boards, and staff from and against (1) any and all claims brought as a result of, or incident to, any act or admission of the contractor, his/her employees or agents, in performing his/her obligations under this Agreement, and (2) any and all violations or alleged violations of governmental laws or regulations by himself/herself, his /her employees or agents, as a result of or incidental to the performance of the obligations under this agreement.

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The Ehn Trust

In order to honor the achievements of John Ehn, the Ehn Trust wishes that the objects produced by John Ehn during his lifetime be placed in museums, galleries or institutions, through donation, sales, or otherwise and preserved for public viewing and enjoyment.

The Ehn Trust requires that an understanding be reached between the Trust and the institution that as a condition of the gift of the artwork that a percentage of the artwork be placed on public display within an agreed upon time frame.

The receiving institution should be open to loan the artwork to bonified organizations who wish to display them.

Diacquisition is allowed only to other institutions who agree to the restrictions of the gift. Diacquisition is allowed but only after an agreed upon length of time.

When the artwork is shown in exhibit, in print, or by ancillary methods such as books and film the artist will be properly identified and the gift of the Ehn Trust will be acknowledged. eg  
John Ehn — Gift of the Ehn Trust.

The Ehn Trust, and SPACES will be notified when the objects are used in exhibit or in ancillary events.

The institution agrees that the artwork be given proper maintenance and repair according to current art conservation methods. In the case of major restoration the Ehn Trust, and SPACES will be notified prior to major restoration.

The Ehn Trust, family members, and SPACES would like permission to view the objects with proper and timely notice to the institution.

If eventually the direction or emphasis changes and these conditions cannot be met, the artwork will be returned to the Ehn Trust, or SPACES.