

art/tapes/22 s.p.a.

David Hall  
61 FAIRMOUNT RD  
LONDRA SW1

video tape production  
22 via ricasoli 50129 firenze telefono 283.643

CONTRACT FOR THE DISTRIBUTION OF VIDEOTAPES PRODUCED BY THE ARTIST

Florence(Italy) date... 9 dicembre 1975 .....

Between art/tapes/22 s.p.a., Florence, 22 via Ricasoli, inscribed c/o the Record Office of the Courts of Florence at n..... and Mr. DAVID HALL..... it is agreed:

1) ..... DAVID HALL ..... has created and produced <sup>no 3</sup> a videotape entitled RELATIVE SURFACES, VIDICON INSCRIPTIONS, THIS IS A VIDEOMONITOR

with the present act, commits to art/tapes/22 the distribution of this videotape for ITALY, AND OTHER COUNTRIES WITH PRIOR CONSENT FROM DAVID HALL

He/she gives to art/tapes/22 the right to duplicate, sell, rent or, in anyway distribute copies. The rights conferred to art/tapes/22 include the possibility of broadcasting said videotape. All copyrights and other literary property rights on the work, for the entire term of the contract, and any renewal thereof shall belong exclusively to art/tapes/22. .... DAVID HALL ..... now consents that art/tapes/22 becomes his/its attorney/in fact, to execute any and all documents or instruments in ..... name, to protect his/her rights.

2) This contract is valid for the duration of 2 years from today, with the option of automatic annual renewal, in the absence of a written annulment by registered letter, at least 60 days before the contract expires.

3) ..... DAVID HALL ..... will deposit the master tape with art/tapes/22 today. The said master tape remains the property of the artist but remains in custody of art/tapes/22 for the duration of this contract, for the purpose of duplicating and making the necessary copies in the execution of this contract.



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(2)

..... DAVID HALL ..... relieves art/tapes/22 from any eventual responsibility with regard to the possibility of loss, theft, destruction, deterioration of the said master tape, except in case of fraud or guilt.

4) The royalties that art/tapes/22 will give to ..... DAVID HALL ..... are represented by a percentage of the total price received by art/tapes/22 for the sale or for the rental of the said tape. The percentages are established in the following manner: 40% for the first 20 copies ( sold or rented ) 30% for the other copies. The percentages are calculated from the net price. The "net price" we consider by subtracting the costs maintained by art/tapes/22 for:

- a) The printing of copies, including the cost of the cassettes, the film, and the duplication;
- b) the taxes supported;
- c) the cost of shipping, packing and correspondence concerning the sale or rental for the tape.

In any case the royalties will be every six months in the current account ..... at Bank ..... DIRECT TO D.H. ..... At the same time art/tapes/22 will furnish ..... INFORMATION with semi-annual reports during january and july for each year, showing for the preceding six months, and cumulatively from the commencement of this agreement the number of copies of the tape sold or rented by art/tapes/22, the expenses of the points a, b and c and the royalties owed to ..... DAVID HALL .....

5) The sale or rental prices will be shown on the price list. It can be changed by art/tapes/22 in consideration of special circumstances in the limit of 15%. The said price can be periodically changed in agreement with ..... DAVID HALL .....

6) art/tapes/22 gives any lessee, buyer, warning not to duplicate totally or partially, take photographs from the said videotape or rent it to third parties.

7) ..... DAVID HALL ..... is responsible of the original contents, and guarantees that the said videotape was realized by him and that it is his only property and that he is the only person authorized to make it available. He guarantees also that the video

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(3)

tape does not infringe upon personal or property rights of third parties, and does not violate any penal or administrative laws. .... *DAVID HALL* .....  
now declares that any damages supported by art/tapes/22, in penal administrative or civil actions, on behalf of the said tape, will be his/her responsibility.

8) ..... *ME* ..... now consents that the said videotape may be included in any catalogues that art/tapes/22 may publish and that notice of the personality and life of .....  
....., through images of the said tape is permitted.

art/tapes/22 ..... *Maria Gore Mead* .....  
..... *David Hall* .....

In the event of any controversy concerning the contract it is agreed that any legal matter that may arise is the only competence of the Florence Law Court and the italian law may be applied.

art/tapes/22 ..... *Maria Gore Mead* .....  
..... *David Hall* .....