

CONTRACT FOR A NEVER-TO-BE-SEEN-BY-THE-PATRON ARTWORK

LUIS MIGUEL SURO & MARIO GARCIA TORRES

Contract, entered into on 6 June 2004, between Cabinet magazine (hereinafter referred to as the “Patron”), Luis Miguel Suro (hereinafter referred to as the “Producer”), and Mario Garcia Torres (hereinafter referred to as the “Artist”).

The parties agree as follows:

ARTICLE I

1.01 The Patron represents that it is a quarterly art and culture magazine published in the City of Brooklyn, New York, and that for this reason it has invited the Producer to make a print-friendly art project for issue no. 14 of the publication.

1.02 The Producer represents that he is an individual who works as an artist in Guadalajara, Mexico, using modes and media not necessarily suitable for a print-friendly art project and he is willing to respond to the Patron’s request only by commissioning the Artist to create the project in his stead.

1.03 The Artist represents that he is an individual who works as an artist in Los Angeles, California, and is willing to respond to the Producer’s request in order to realize the Patron’s assignment only as described in the subsequent paragraphs.

ARTICLE II

2.01 The Artist agrees to deliver an artwork to the Producer within three months after the signing of this contract.

2.02 The Patron agrees to accept as fulfillment of this contract an artwork executed by the Artist and delivered to the Producer within three months after the signing of this contract.

2.03 The Patron agrees that the publication of this contract as a print-friendly element in issue no. 14 fulfills the Producer’s obligation to provide Cabinet with a print-friendly project. As a result of this fulfillment, the Artist is hereby released from any obligation to produce an artwork in accordance with the criterion of print-friendliness as established by the

Patron. It is therefore agreed that the Patron and the Producer will accept any artwork that the Artist offers them as fulfillment of his duties, regardless of medium, mode, or size.

2.04 By printing this contract, the Patron agrees to accept the artwork to be made by the Artist as part of the content of Cabinet magazine issue no. 14 even though it is not included in the pages of the publication.

2.05 The Patron, the Producer, and the Artist accept that this contract and the artwork to be produced by the Artist should be considered elements of one discrete and indivisible artistic enterprise produced in collaboration between the Producer and the Artist. The result of this enterprise will be labeled in all future citations as follows:

Luis Miguel Suro and Mario Garcia Torres, 2004
A Scenario Involving an Artwork Never to be Seen by the Patron
Contract and artwork

ARTICLE III

3.01 It is agreed that the artwork to be produced by the Artist can never be seen by any of the people listed on the masthead of Cabinet magazine issue no. 14 in which this contract appears. This restriction also applies to any form of visual representation of the artwork, including but not limited to photography, sculpture, drawing, watercolor, oil painting, lithography, engraving, silkscreen, computer-assisted drawing, gouache, ceramics, scrimshaw, bas-relief, mosaic, fresco, crayon drawing, crocheting, sand painting, and interpretive dance.

This restriction, however, does not apply to anyone not on the masthead of Cabinet issue no. 14 and the artwork may be displayed or reproduced without restriction by the Producer or the Artist in any physical venue, printed publication, digital medium, or otherwise.

3.02 The Producer and the Artist agree to make their best effort to prevent the artwork from being seen by the restricted parties specified in Section 3.01. In the event that visual representations of the

artwork appear in any magazines, newspapers, or other publications, the Producer agrees to excise all such representation(s) of the artwork from one copy of the publication and send it to the Patron within two months of its release. The Patron agrees to preserve and collect all such modified copies.

ARTICLE IV

4.01 The Patron, the Producer, and the Artist agree that if at any time any of the restricted parties specified in Section 3.01 lays eyes on the artist's project, in person or via a reproduction, the work of art will be destroyed in a manner to be determined by the Producer. The act of destruction will occur within 30 days after the sighting.

4.02 If any of the restricted parties specified in Section 3.01 lays eyes on the artwork, the Patron agrees to inform the Producer and the Artist by registered mail within 10 days in order that the artwork be prepared for destruction as specified in Section 4.01 .

4.03 The Producer hereby agrees to carry out the destruction of the artwork and to publicly announce its destruction. The Producer further agrees to provide the Patron with visual evidence of said destruction by registered mail within 14 days following its occurrence.

4.04 The Patron, the Producer, and the Artist hereby agree that if the artwork is seen and therefore destroyed, this contract will become a documentation of the events as they occurred and will be stamped by the Producer with a seal bearing the words "The artwork has been seen by the Patron; this contract therefore no longer constitutes an element of an artistic scenario and is null and void."

ARTICLE V

The Patron agrees to pay within three months after the signing of this contract the sum of 250 US Dollars to the Producer and the Artist as a fee for the contribution to the magazine and to be divided equally between them.

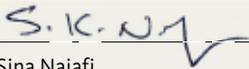
ARTICLE VI

The Producer and the Artist agree to indemnify the Patron for any and all liabilities which may arise out of this Agreement or which may arise or result from the artwork or its creation.

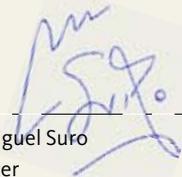
ARTICLE VII

This Agreement is to be governed by and construed in accordance with the laws of the State of New York, without regard to choice of law considerations. Any dispute that arises with respect to this Agreement shall be resolved exclusively by the State or Federal courts situated in the State and County of New York.

In witness whereof, the undersigned have caused this contract to be duly executed as of 6 June 2004.



Sina Najafi
(on behalf of Patron)



Luis Miguel Suro
Producer



Mario Garcia Torres
Artist