

# MASS MoCA

March 28, 2007

By Email and Express Mail

Christoph Büchel  
Dornacherstr. 36  
CH-4053 BASEL  
Switzerland

Re: "Training Ground for Democracy"

Dear Christoph:

I am disappointed to learn that, while refusing to communicate with me or the Museum, you provided to the Boston Globe "a seven-page statement detailing a litany of complaints about the museum," some of which appeared in this morning's newspaper. Putting aside those derogatory statements (with which we totally disagree), we are willing to give you a final chance to complete the work and fulfill your obligations. Our proposal for bringing this matter to resolution, much of which has been communicated to you previously in my February 1, 2007 letter and subsequent communications, is set forth below.

In general terms, you and the Museum agreed to collaborate to construct, in accordance with your initial scheme, an installation tentatively titled "Training Ground for Democracy," within a certain timeframe, and certain budget, for display by the Museum. While under no obligation to do so, the Museum has bent over backwards to accommodate the numerous - and challenging - subsequent changes you requested to the scope and nature of the project. In this connection, we have expended well over twice our original budget, tripled the installation period, and allowed you to add new components and expand existing ones. Consider the major elements realized and already in place in the galleries: you hoped to enter the project through a circuitous aperture defined by a box office, concession stand, and fully rendered

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know if you would like us to remove your name from signage and publicity material for the incomplete exhibition.

Forcing the Museum to mitigate its damages would be, as I'm sure you will agree, a disappointing end to what has been an intense process replete with challenge and possibility. Please respond to this letter as soon as possible, but in no event later than 5:00 p.m. EDT, March 30, 2007. In the event you do not respond by that time, we will assume you have elected neither to return to complete the project, nor to claim the materials, and the museum will then make its decision accordingly. Please be advised we will make no further communication with you before we implement our decision.

Finally, the Museum reserves all rights and remedies available to it, including making claims against you or your representatives, and nothing in this letter should be construed as a waiver of those rights or remedies.

Sincerely yours,



Joseph Thompson  
Director

cc: Michele Maccarone

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(but not the costs of dismantling, rigging, and reassembling the house, which shall be carried as a reimbursable cost). We roughly estimate the reimbursable costs, net of the house acquisition and overhead door, to be in the range of \$300,000 - \$350,000, not including the removal expenses described below.

As for the effort to remove the materials and works-in-progress from our galleries, you may, at your own cost, either contract with the Museum and our subcontractors to undertake the de-installation and removal work, or select and pay directly a qualified and insured contractor of your choice. You will also need to arrange for shipping of those elements you wish to keep, and for the cartage and proper off-site disposal of the materials you do not wish to keep. All the materials, constructed scenes, and works-in-progress must be removed in their entirety, and the work must be done in a safe and workmanlike way so as to insure no damage is done to the galleries or Museum property. As you know, since much of the installation is part and parcel of the building, intricately tied into our building's structure and systems, and specific to our site, this will take careful planning and execution. In the event you elect to remove the materials and reimburse us for them, all of the materials must be completely removed from the museum property no later than May 1, 2007.

B) If you elect neither to return to North Adams to complete the work, nor to remove the materials from our premises, then we will be compelled to make a difficult choice. We will either remove the materials from our galleries to make space for other exhibitions (and take appropriate action to recoup our expenses), or we will make the unfinished installation safe to the public (installing the remaining fire sprinklers and completing other public safety measures), and allow visitor access to our Building 5 galleries. In the event that we choose the latter, we will clearly articulate the fact that the work is unfinished, describing the materials and partial assemblies on view as the remnants of an unfinished installation comprised of incomplete elements, which had been called "Training Ground for Democracy" and to which the museum will now refer as "Training Ground for Democracy: Abandoned Work", or some similar title. Please let us

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demand a "going forward completion budget" that is nearly equivalent to the total original project budget, which is not a reasonable position, by any measure of reasonableness. We consider this, among other things, to be a fundamental breach of our agreement. In the meantime -- while we have worked with you in good faith to find realistic ways to complete the work -- our prime gallery asset has remained closed to our public, causing the museum to lose audience and revenues, a situation that we must remedy immediately.

We have offered several good faith proposals to you and your gallery representatives for ways to finish the work, and you have consistently refused to even discuss any option that does not comply with all of your unilateral demands. Notwithstanding that, we would like to offer you a final opportunity to work with us to complete this installation within the parameters of our agreement (as may be modified by mutual consent).

If you are prepared to work cooperatively, with good will, in conformance with applicable government laws and regulations (such as the Massachusetts Building Code and the Americans with Disabilities Act, with which you have occasionally refused to comply), and within the financial parameters of my February 1 letter and subsequent email correspondence, then the Museum is prepared to continue to work with you to complete the installation. But we must do so immediately and without further delay, and agree on completion terms, including that the work be finished no later than May 25, 2007.

While this is our preferred outcome, if you refuse to continue working on the project, the Museum will have no choice but to mitigate its damages in one of two ways:

A) You remove and take possession of all of the materials from our galleries, provided that we enter into an agreement whereby you reimburse the Museum for the costs it has incurred in connection with mounting the installation and the materials are removed by a date certain. If you elect to pursue this option, we will provide a detailed accounting of the reimbursable costs, from which we will, as a goodwill gesture, subtract the cost of the overhead door installation and the acquisition of the house

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cinema, and we helped you devise that intricate path via an elevated projection booth. You hoped to build your work largely from sea containers instead of the simpler "fake storefront" construction technique of your original proposal, and at your urging, we agreed last summer to construct a 12' x 24' overhead door within our gallery to accommodate that new concept, and purchased, shipped and installed nine containers. You wanted imposing cinder block walls, and they had to be real, and high, and we built them, underpinning our galleries with steel when necessary to make that feasible. You couldn't live with a small single story house of the scale you originally designed in the planning model, and so we located and installed a larger two-story house at extraordinary extra cost and effort. You wanted to have a steel tank/fallout shelter, and after much searching we finally found one acceptable to you, acquired it, scrubbed it clean of hazardous materials, and craned it into the building. You decided that you didn't want the initial 10' x 40' mobile home brought on site, and so we replaced it with the 12' x 50' version you requested. You wanted to add the Saddam elements after the original plan was already in place, and we even agreed to that, despite the substantial extra time and space they required.

Already, the result of our collaborative framework is poignant in many ways - the sheer massing and detail are deeply impressive. I don't believe it's unrealistic to say that with just a few more weeks of your time, together with the resources we already have in hand (including thousands of books and other objects collected for your use), we can complete the work (which is totally feasible if you proceed with some version of the scheme you had in place as of last December, which, for example, did not include the jet airliner or large heraldic sculpture). In the end it's for you to decide whether you will conclude the work by augmentation of material, or by continued abandonment.

For our part, we have done all we can do without your further participation. While you claim the work is incomplete, you simultaneously refuse to return to North Adams, except under unilateral terms and demands for further changes (requiring significant additional monetary expenditures) which are -- as I believe you must recognize - impossible to meet. After all, you

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