

What Lies Beneath – Some Deliberations on Exhibitions and Contracts*

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Imagine another world in which you would always be required to sign a written contract before you would be allowed to enter an exhibition space and view an artwork. Each time, when you would approach the exhibition space – be it in a museum, gallery or other location in which an artwork is presented – you would be greeted by an attendant who would casually ask you to sign a document that they place in front of you. This document would include terms which would require you to do or not do certain things, in exchange for being able to enter the exhibition space and view the artwork. How do such encounters differ from what you actually experience when approaching exhibition spaces? Do you encounter contracts? Or do contracts simply not exist in these environments?

Essentially, a contract is an agreement which is enforceable in a court of law. In order to be enforceable, one party to the contract must promise to do something in exchange for a benefit from the other party to the contract. Although it is helpful to have a written document to prove that a contract exists and what the terms of that contract are, in principle the law does not require that the contract be expressed in writing or be signed by the parties in order to be legally binding. In practice, what this means is that we are actually making contracts almost every day and often, without even paying attention to it. Here is one such scenario. You're hungry and you feel like eating an apple. You happen to be passing a grocery store with apples inside. You enter the grocery store, choose an apple which you would like and take it to the cash register. You pay 50 cents for it and walk out of the store with your apple. You now own the apple and can eat it. In this scenario, a contract has been formed because the grocery store has given you an apple, in exchange for you giving the grocery store 50 cents. You may not have signed a document in which the grocery store has given you the apple in exchange for you giving the grocery store 50 cents, but because of your conduct and the conduct of the grocery store, a contract has been created. An agreement has been formed between you and the grocery store which is legally binding. This scenario is just one of an infinite amount of examples of contracts which arise in everyday life, whether they are expressly stated or implied through the conduct of the parties. Indeed, contracts are far more prevalent than many of us may care to admit. As philosopher Virginia Held has explained, "Contemporary Western society is in the grip of contractual thinking" (*Feminist Morality*, 1993, p. 193). Contracts can take a myriad of forms, and the benefits which they may contain are endlessly variable. They can be trivial or serious.

* *Disclaimer: This piece of writing should not be understood or interpreted as a disclosure of any information provided by A Constructed World to the author in connection with their exhibition entitled The Social Contract, held at Spring, Hong Kong in November 2013. At the request of A Constructed World, the author has signed a Confidentiality Undertaking to keep this information secret from the 27th of August 2013 until the 15th of December 2013. As such, this piece of writing cannot discuss or otherwise refer to any content of A Constructed World's exhibition The Social Contract which may have been provided to the author by A Constructed World.*

They are a mechanism that we have become accustomed to, perhaps even overly accustomed to, and this is why they can exist unnoticed.

If we take into consideration that contracts can arise out of implied conduct, and that they can exist unnoticed, then is it reasonable to suggest that contracts are present in the spaces and content of exhibitions? After all, it could be argued that as a member of the public, you are given the benefit of entering an exhibition space and viewing an artwork, and perhaps even the benefit of being able to consider the artwork and be enlightened by it, in exchange for the artist, the exhibition organiser and the exhibition space being given the benefit of your reception of the artwork. In other words, you gain an experience of an exhibition and an artwork in return for their gain of an audience. In addition to these benefits, within an exhibition setting there are also a myriad of implied obligations which regulate social conduct and which point to the presence of a contract. You may feel required to read wall texts or labels, to walk around the space in a particular direction and to speak quietly and only where necessary, so as not to affect the experiences of others who may be within earshot of you. You may also feel obliged to not touch the artworks or to lean against the walls. This is precisely the type of conduct which social and cultural theorist Tony Bennett has proposed is a signifier of the operation of 'the exhibitionary complex', "a self-monitoring system of looks in which the subject and object positions can be exchanged, in which the crowd comes to commune with and regulate itself through interiorizing the ideal and ordered view of itself as seen from the controlling vision of power." (*The Birth of the Museum: History, Theory, Politics*, 1995, p. 69). Bennett has pointed out the ability of the functional aspects of the exhibition space, such as the architectural layout, to create lines of site in which the viewer is able to observe, whilst simultaneously being observed. He explained that self-regulation is produced through this process of self-observation. This system enables "a society to watch over itself" (Bennett, *The Birth of the Museum: History, Theory, Politics*, 1995, p. 69), and it employs implied obligations in order to do so.

In employing these implied obligations as a means of governance, it is interesting to point out that Bennett's exhibitionary complex bears some resemblance to certain principles of social contract theory. Therefore, even though any reason as to why A Constructed World have decided to name their exhibition *The Social Contract* cannot be discussed here (see the initial disclaimer for more information), social contract theory is still relevant to this piece of writing. The concept behind this theory has origins in Plato's short dialogue *Crito*, where Socrates assumes the voice of "the Laws" and declares:

We further proclaim and give the right to every Athenian, that if he does not like us when he has come of age and has seen the ways of the city, and made our acquaintance, he may go where he pleases and take his goods with him; and none of us laws will forbid him or interfere with him. Any of you who does not like us and the city, and who wants to go to a colony or to any other city, may go where he likes, and take his goods with him. But he who has experience of the manner in which we

order justice and administer the State, and still remains, has entered into an implied contract that he will do as we command him.

Social contract theory was then developed during the Enlightenment period, predominantly by the likes of Thomas Hobbs, John Locke and Jean-Jacques Rousseau. Each of these figures used the concept of the social contract as a means of arguing for divergent forms of legitimate government. It was then revised as a premise for further developments in moral and political philosophy in the 20th century, most notably by John Rawls in his influential book, *A Theory of Justice* (1972). Although it would be misleading to suggest that each of these protagonists employed a common interpretation of the concept of the social contract, each of their commentaries relies on the hypothetical presumption that there exists an implied agreement among all individuals in a society, that those individuals surrender certain liberties by adhering to certain rules of conduct, in exchange for the benefit of being protected by that society. This implied agreement – the social contract – is used as a means to justify society's right to govern. Therefore, while social contract theory shares in common with Bennett's exhibitionary complex the centrality of rules of social conduct, the theories differ in regards to the benefit received by individuals who adhere to those rules. For the exhibitionary complex, that benefit is to *self* govern. For the social contract, that benefit is to *be* governed.

This benefit of *being* governed can be gained in the spaces and content of exhibitions. Aside from the more obvious kinds of social conduct such as walking around the space in a particular direction, speaking quietly and not touching the artworks – those which are used by Bennett to justify the exhibitionary complex – there are more subtle kinds of social conduct which exist in, and are encouraged by exhibitions. One such kind of conduct is touched upon in press material for A Constructed World's *The Social Contract* exhibition – the implied obligation to discuss what one has seen in an exhibition. This obligation does not apply to anyone who enters an exhibition space. Rather, it applies to those visitors who consciously or subconsciously play the role of the interested and knowledgeable art viewer. A visitor who plays this role is expected by others to be able to understand what it is that they have seen and to impart their understanding on others. He or she plays this role successfully if there are others present, to whom he or she can impart their understanding of the artwork. This requirement of the presence of others – of an audience – is what makes this subtle kind of social conduct relevant to social contract theory. If the visitor's discussion of what he or she has seen does not live up to the expectations of their audience, then the visitor loses their confidence, approval, and perhaps even their admiration. The visitor is left without the protection of their audience, a consequence which according to social contract theory means that the visitor is left without the benefit of being governed by those around them. In doing so the visitor effectively waives the benefit of the social contract.

The press material for A Constructed World's *The Social Contract* exhibition also explains that visitors will need to agree to not disclose the contents of what they see in the exhibition by signing a Participation and Confidentiality

Agreement. Given that the material mentions that this Agreement needs to be signed, this suggests that it will actually be a contract expressed in writing and signed by the parties, so that it will be legally binding according to the law. In this set up, the written and signed document will act as a tool by which visitors will be able to waive any social contract which they may have impliedly agreed to. In other words, the implied social contract (which is *not* legally binding) will be replaced with an expressly written contract (which *is* legally binding). When this new contract is agreed to, the social contract which lies beneath the surface of exhibitions will be revealed.

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