



Wednesday, 2 May 2018

EXHIBITING ARTIST CONTRACT

THIS IS AN AGREEMENT BETWEEN:

WATCH THIS SPACE Inc.

8 Gap Rd, Alice Springs, NT 0870 | 08 8952 1949 | wts@wts.org.au | wts.org.au

(hereafter “the Gallery”)

AND

ARTIST NAME(S)

Address:

Telephone:

Email:

ABN:

(hereafter “the Artist”)

Whereby both parties agree as follows:

1. THE PROJECT

The Artist agrees to undertake the project and the Gallery agrees to host the project.

Title of project:

Place of project:

Watch This Space, 8 Gap Rd, Alice Springs, NT 0870

Dates of project:

Installation:

Opening Event:

Exhibition starts:

Exhibition ends:

Exhibition de-installed by:

Deadlines for support materials

Please refer to attached list of Exhibition Timeline.

Image Specifications:

- Artist's images to be supplied via email to wts@wts.org.au
- 300dpi, 15 x 10 cm minimum as JPEG file
- MUST label images: "Artist Name_Title of Work_Year_Medium"

2. PROJECT COSTS

As a requirement of using the Gallery facilities, **the Artist is required to become a member of Watch This Space**, if they are not already. Current annual membership fee is \$35.

Fees

The Artist agrees to pay the following Gallery Hire fees:

Gallery Rental fee	\$330
Bond* (payment required to confirm exhibition)	\$150
Membership	\$35
Total	\$515
<i>Total if already a current member</i>	<i>\$480</i>

*Bond is refundable at the end of the exhibition on the condition that the gallery is left in its former state and the gallery key has been returned.

The Artist is also required to cover the costs of:

- Printing invitations and any extra publicity (minimum 150 x flyers)
- Their own travel and accommodation
- Freight of artworks
- Installation materials
- Signage (optional)

The Gallery will coordinate and cover the costs of:

- Mail-out of invitations, i.e. postage, labels and envelopes
- Digital promotion of exhibition through the Gallery website, social media platforms, e-newsletter and other online resources
- Remaining gallery rent (Artist's gallery hire fee is at a subsidised cost)
- Opening event bar provision and attendance. Simple nibbles are provided at event, though if more food is desired this is the Artist's financial responsibility.

Commission

The Gallery receives 25% commission on all artwork sales, with all funds going towards the continuation and sustainability of the organisation. The Artist retains the remaining 75% commission.

3. INSTALL AND DE-INSTALL

Installation of project is the responsibility of the Artist. The Gallery Coordinator can provide advice, however is not responsible for installing work. The Artist will endeavour to be as organised as possible to ensure this process runs smoothly, e.g. hanging works are ready for installation with D hooks etc.

The Gallery provides basic tools for installation as well as materials to carry out minor repairs (filler, sandpaper, paint etc). **Beyond minor touch-ups, the Artist must pay for wall paint.** This must be purchased from an approved supplier. Major re-painting to cover wall-based artwork must be properly prepared and carried out. This includes thorough sanding and priming before painting, and recommended drying time between coats. The Artist may need to negotiate with the Gallery extra time to complete this by the handover date.

De-installation of project is the responsibility of the Artist. Upon completion, **the Artist accepts to return the space to the Gallery in the condition in which it is was received. This includes removing all hanging devices from walls or ceiling, puttying and sanding holes, painting walls and plinths, sweeping and mopping floor.** The Gallery Bond will not be returned if these terms have not been met.

4. COMMENCEMENT AND COMPLETION OF PROJECT

The Gallery Coordinator will meet the Artist at the space on Friday (INSERT FRIDAY BEFORE INSTALL), to supply the artist with a key. The Gallery Coordinator does not work Mondays and therefore can not provide the Artist with a key on the first day of install.

The Artist agrees to complete the project and return the key to the Gallery once de-install is completed on Sunday (INSERT DE-INSTALL).

The Artist agrees to invigilate the gallery every Saturday, 10am-2pm, during the project period. The Gallery will invigilate during the weekday opening hours of Wed-Fri 12-5pm.

The Artist agrees to record gallery attendance numbers in the booklet provided at the space.

The Artists is responsible for de-installing the project by Sunday (INSERT DE-INSTALL). A \$150 de-install fee is required if the Artist is unable to de-install the project, which will be carried out by the Gallery.

Upon completion of the exhibition, **the Artist is required to email an invoice of \$150** (optional form attached) to the Gallery via email at wts@wts.org.au **for reimbursement of Gallery Bond.**

5. MAINTENANCE

The Artist accepts the responsibility for maintaining the work undertaken during the project. In the event of any deterioration or damage to the work during the project, the Artist also accepts the responsibility.

The Gallery will be responsible for the maintenance of the space during the Gallery opening hours, Wed-Fri 12-5pm. This does not include the maintenance of the work itself, this responsibility remains with the Artist.

The Artist accepts that no potentially hazardous materials are to be stored at the space.

6. INSURANCE AND LIABILITY

The Gallery will be responsible for Public Liability insurance; all other insurance is the responsibility of the Artist. The Artist is not an employee of Watch This Space Inc. and is therefore responsible for their own personal insurance. The Artist is also responsible for insurance of the works undertaken during the project both in transit and whilst installed at the project site.

7. REFUSAL

The Gallery shall retain the right to refuse the project, or any part thereof, should the Artist breach any of the terms and conditions of this agreement.

8. TALENT RELEASE

The Artist gives permission for the Gallery to use the Artist’s name and photographs, video or audio recordings of the Artist for archival, marketing and promotional purposes including but not limited to printed publications, newsletters, flyers, posters, advertisements, websites, social media, and cinema and radio advertisements.

The permission will continue until the Artist revokes permission in writing to the Gallery. In the situation where permission is revoked, every effort will be made to remove the image from future distribution; however this may not be possible or practical in some situations.

9. COPYRIGHT

This Agreement does not transfer the ownership of, or copyright in, any of the Artist’s work. However, the Artist gives permission for the Gallery to reproduce images, text, audio, video or other forms of the Artist’s work for archival, marketing and promotional purposes including but not limited to printed publications, newsletters, flyers, posters, advertisements, websites, social media, and cinema and radio advertisements.

The Gallery will at all times credit the Artist’s authorship of the project, including the Artist’s name, title of work and year of project, unless anonymity is expressly requested and agreed upon by both parties.

10. SOLE CONTRACTUAL AGREEMENTS

This Agreement, containing the whole understanding of the parties, hereto supersedes any prior agreement, and any modification or termination of this agreement must be in writing and signed by the Artist and the Gallery.

11. DISPUTES

Should any dispute arise concerning any matter referred to in this contract, the dispute will be referred to arbitration by two arbitrators, one to be appointed by each party. In the event of the two arbitrators disagreeing, the dispute will be referred to an umpire selected by the arbitrators. No action or suit will be brought or maintained by either party against the other party until an award has first been obtained from the arbitrators or umpire.

12. CONSTRUCTION

This agreement should be constructed in accordance with the laws of the Northern Territory.

The Artist

Date

Coordinator, WTS
(for and on behalf of Watch This Space Inc.)

Date

EXHIBITION TIMELINE – CHECKLIST FOR ARTIST

BY MONDAY (6 months prior)

- Return signed contract to confirm exhibition slot

BY MONDAY (3 months prior)

- Gallery Hire, Bond and Membership MUST be paid in order to hold exhibition spot
- Confirmation of project title
- Confirmation of date for main event
- Concise Artist bio (max. 100 words for each artist)

BY MONDAY (6 weeks prior)

Email Gallery Coordinator with the following:

- PDF versions of project flyer (DL format) and A3 poster including the required information:
 - Artist Name(s)
 - Project title
 - Main event date (e.g.: *Opening Night: 6pm, Friday 3rd June*)
 - Project period dates (e.g.: *Exhibition: 1 – 24 June 2017*)
 - Watch This Space details:
 - Watch This Space | Artist Run Initiative
 - 8 Gap Rd, Alice Springs NT 0870
 - 08 8952 1949 | wts@wts.org.au | wts.org.au
 - Watch This Space and Arts NT logos (these will be emailed to you along with the Exhibiting Artist Contract)
- Concise statement about project (max. 200 words)
- 3 high quality images for promotional use (300dpi, 15 x 10 cm minimum)
- (if applicable) Acknowledgements (sponsors, funding organisations, dealers etc)

MONDAY (Install Date)

- Install exhibition. Bring help if needed.

OPENING NIGHT

- Have fun and help clean up:
 - Wash dishes and glasses
 - Put away dishes and glasses
 - Clean tablecloths if needed
 - Clear out all rubbish to large green bins
 - Put recycling in separate bins (cans / green glass / brown glass)

DURING EXHIBITION

- Invigilate exhibition on Saturdays 10-2pm
- Record visitor attendance
- Handle artwork sales

POST EXHIBITION

- De-install project and clean Gallery
- Collect all unsold works
- Artworks collected upon payment from buyers
- Receive payment for artworks sold (payments are made to the Artist on a monthly basis)

RECIPIENT CREATED TAX INVOICE

Date:

ABN:

GST registered: YES / NO

FROM

Name:

Address:

Phone:

TO WATCH THIS SPACE

PAYMENT DETAILS

Artist / Writer / Performance Fees / Other (specify)

Amount: \$150 (bond refund)

Account Name:

Bank branch:

BSB:

Account number: