

This agreement is between SIDE GALLERY (Designfront Group Pty Ltd ABN 32097326728) of 31 Murray Street, Red Hill 4059 [SIDE GALLERY] and The party described in Item 2 [PROGRAM PARTICIPANT].

BACKGROUND

The Program Participant has been selected to present an Exhibition described in Item 3 [THE EXHIBITION] in Side Gallery item 1 [SIDE GALLERY] on the dates detailed in Item 4 [EXHIBITION PERIOD]. This document sets out the Terms & Conditions upon which Side Gallery agrees to present the Exhibition.

1. SIDE GALLERY

Contact person Leesa Hickey, owner & Director
Phone / Mobile 0409 549 447
Email info@sidegallery.com.au

Contact person Beth Jackson, Curator
Phone / Mobile 0438 108 495
Email beth@artfully.com.au

Gallery hours Wednesday to Friday 10am – 5pm
Saturday by appointment

2. PROGRAM PARTICIPANT

Participant 1

Primary Contact Person _____

Company name _____

ABN _____ Gst Registered Yes No

Street Address _____

Phone / Mobile _____

Email _____

Other participants if applicable

Name _____

Phone _____ Email _____

Name _____

Phone _____ Email _____

Name _____

Phone _____ Email _____

NOTE: All participants must be party to the Agreement.

3. THE EXHIBITION

INSERT: A brief description of the exhibition including title and outline of proposed install method.

4. EXHIBITION PERIOD

Initiation meeting & payment of fees	At least 1 month prior to opening
Studio visit & curator interview	At least 2 weeks prior to opening
E-invite campaign & Artist Page for website (prelim)	Information & images supplied 10 days prior to opening
Issued 1 week prior to opening & Reminder 1 – 2 days prior to opening	
Expanded Artist Page for website	Supplied 4 days prior to opening: Artwork photography & List of Works, including pricing; Curator’s interview.
Installation of artworks	10 am–2 pm Sunday [INSERT DATE]
Exhibition period	[INSERT DATES] [2.5 weeks]
Opening night event	6 – 8 pm, Thursday, [INSERT DATE]
De-installation of artworks	10 am – 2 pm Sunday [INSERT DATE]
Statement of Sales	Issued to the participant within 2 weeks post exhibition period.

5. PROGRAM PARTICIPANT’S RESPONSIBILITIES

The Program Participant shall:

- a. Produce and present the Exhibition as described in item 3 in accordance with the dates outlined in item 4;
- b. Acquire all necessary rights and licenses to use all works, digital images and other subject matter forming part of the exhibition and its promotional material;
- c. Grant Side Gallery permission to reproduce images of the Participant’s works for purposes of promotion, review and archival record.
- d. Provide all artworks for the exhibition and all labour and material costs associated with the construction of the artworks;
- e. Unless otherwise arranged, be responsible for, and pay all expenses incurred in, the exhibition including but not limited to payments for installation, hanging, framing, construction, transport, freight, storage, design, maintenance, de-installation including recovery of gallery walls, and any other associated costs;
- f. Take all measures necessary to ensure that the exhibited work(s) will not cause or potentially cause any injury to any person.
- g. Be solely responsible for the use of the Program Participant’s own equipment and ensure that all equipment has current electrical test and tag compliance;
- h. Be solely responsible for the acts of the Program Participant’s assistants including employees, contractors and volunteers;
- i. Ensure that the Program Participant and the Participant’s assistants adhere to current and accepted standards of Occupational Health and Safety work practices;

- j. Provide a non-refundable deposit of \$330 incl.GST exhibition fee to secure placement in the Side Gallery program;
- k. Provide a balance payment of \$440 incl.GST exhibition fee at least 1 month prior to the exhibition opening;
- l. Provide a written Artist Statement of approx. 200 – 300 words about the exhibition and a brief biographical statement of approx. 100 – 200 words for the use of promotional purposes no later than 10 days prior to the exhibition opening;
- m. Provide a high quality digital image in jpg format with attribution information and photography credit for the use of an electronic exhibition invitation, as well as a digital portrait photograph (headshot format) no later than 10 days prior to the exhibition opening;
- n. xProvide a List of Works with detailed attributions, namely title, medium, date, dimensions, and sale price for production of an exhibition Room Sheet and for publication on the gallery's website, no later than 4 days prior to the exhibition opening.
- o. Provide a Consignment Note on delivery of the artworks by completing Side Gallery's supplied form.
- p. Provide high quality digital images of all artworks in the exhibition in jpg format with photography credit information for publication on the gallery's website, no later than 4 days prior to the exhibition opening;
- q. Provide a mailing list for inclusion in the gallery's mail-out database.
- r. Participate in an interview with the gallery curator for publication on the gallery's website.
- s. Proof-read material prior to public release and provide prompt, same-day revision requests and approvals.
- t. Provide additional digital images in jpeg format such as work-in-progress, studio, and installation images for use in social media in the lead up to the Exhibition.
- u. Attend the Gallery from 10am to 1pm on Saturdays during the exhibition period, where it is reasonably feasible to do so.

6. SIDE GALLERY'S RESPONSIBILITIES

Side Gallery shall:

- a. Provide 3 weeks' usage of Side Gallery to be used for a 2.5 week exhibition and installation period for the Exhibition;
- b. Promote and host a two (2) hour opening night function including alcohol bar and cheese platter;
- c. Design and distribute an opening night e-invitation;
- d. Design an artist page on the gallery's website featuring exhibition images and pricing information;
- e. Conduct and publish an artist interview with Side Gallery's curator via the gallery's website;
- f. Design and print a Room Sheet for the gallery with List of Works and pricing information;
- g. Provide and install exhibition title signage in the form of adhesive vinyl lettering;
- h. Provide basic advice and assistance, including basic equipment, with installation and de-installation;
- i. Provide supervised attendance of the gallery space during opening hours, and ensure the space is locked after hours;
- j. Process artwork sales incurring a 15% commission, or refer sales inquiries directly to the Participant's agent, incurring no commission, as instructed by the Participant. NOTE: Side Gallery will charge GST regardless of the Program Participant's GST registration status. Where the Participant is not GST registered, Side Gallery will retain the GST.
- k. Promote the exhibition through the Gallery's website and electronic mailing list, social media and social networking sites.
- l. Appropriately identify the Program Participant in all publicity of the Exhibition and any authorised reproduction of the Participant's works as the creator of the works.
- m. Unless otherwise arranged, distribute sold artworks — costs to be covered by the participant.

7. INSURANCE AND LIABILITY

Side Gallery agrees to take utmost care in handling and exhibiting all artwork(s), but shall not be responsible for any loss or damage howsoever caused. It is the Program Participant's responsibility to insure artwork(s) for loss or damage and to ensure they have appropriate Public Liability Insurance to cover their own activities.

8. RELATIONSHIP OF PARTIES

This Agreement shall not constitute a relationship of tenancy, partnership or agency between the parties.

9. TERMINATION

The Program Participant agrees to pay a non-refundable deposit of \$330 incl. GST upon signing this Agreement which secures the exhibition. Each party has the right to terminate the agreement upon 2 months written notice prior to an exhibition booking. If the Agreement is terminated by the Program Participant within the 2 months prior to the exhibition booking, the full gallery rental fee will be borne by the Program Participant (unless a suitable Exhibitor is found). If the terminating party is Side Gallery, all payments (including the non-refundable deposit) will be refunded.

10. DISPUTES

- a. In the event of any dispute arising between the parties in respect of or in connection with any Agreement between the parties (including the validity, breach or termination of it) the parties shall, without prejudice to any right or entitlement they have pursuant to the Agreement, or otherwise, explore whether the dispute can be resolved by agreement between them using informal dispute techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted shall be as agreed between the parties or as recommended by the Queensland Law Society or as selected by an independent person appointed by the parties for that purpose.
- b. In the event that the dispute is not resolved by such agreement within fourteen (14) days of written notice by one party to the other of the dispute (or such other or further period agreed in writing by the parties), either party may refer the dispute to arbitration. The arbitrator shall be agreed between the parties within ten (10) days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the Queensland Law Society or his or her nominee. In any event the arbitrator shall not be a person who has participated in an informal dispute resolution procedure in respect of the dispute. The expenses associated with arbitration will be shared equally by both parties.

The Program Participant confirms they have read and agree to abide by all Terms and Conditions outlined within this agreement.

_____/ /
Signed for and on behalf of THE PROGRAM PARTICIPANT

Full name: _____/ /

I, Leesa Hickey, being the owner and Director of Side Gallery, accept this agreement on behalf of the Organisation.

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