

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 conduct a Workshop/Event described in Item 3 [THE WORKSHOP/EVENT] in Side Gallery item 1 [SIDE GALLERY] on the dates detailed in Item 4 [WORKSHOP/EVENT PERIOD]. This document sets out the Terms & Conditions upon which Side Gallery agrees to hire out the venue for the Workshop/Event.

1. SIDE GALLERY

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

Gallery hours Wednesday to Friday 10am – 5pm
 Saturday and Sunday 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 WORKSHOP/EVENT

INSERT: A brief description of the Workshop/Event / event including title and outline of proposed install method.

4. WORKSHOP/EVENT PERIOD

Initiation meeting & payment of fees	At least 1 month prior to opening
Studio visit	At least 2 weeks prior to opening
E-invite campaign & Artist Page for website (prelim)	Information & images supplied 10 days prior to Workshop/Event if required.
Issued 1 week prior to opening & Reminder 1 – 2 days prior to Workshop/Event	
Expanded Artist Page for website	Supplied 4 days prior to Workshop/Event if required.
Bump in	[INSERT DATE] TBC with Gallery Director
Workshop/Event period	[INSERT DATES] TBC with Gallery Director
Bump out	[INSERT DATE] TBC with Gallery Director
Expanded Workshop/Event Page for website	Supplied 4 days post Workshop/Event if required.

5. PROGRAM PARTICIPANT RESPONSIBILITIES

The Artist shall:

- a. Produce and present the Workshop/Event 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 Workshop/Event and its promotional material;
- c. Grant Side Gallery permission to reproduce images of the Workshop/Event for purposes of promotion, review and archival record.
- d. Provide all materials and labour for the Workshop/Event and cover all labour and material costs associated with the production of the Workshop/Event;
- e. Unless otherwise arranged, be responsible for, and pay all expenses incurred in, the Workshop/Event including but not limited to payments for installation, hanging, framing, construction, transport, freight, storage, design, maintenance, de-installation including recovery and repainting of gallery walls, and any other associated costs;
- f. Take all measures necessary to ensure that the Workshop/Event 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, volunteers and attendees;
- i. Ensure that the Program Participant and the Participant’s assistants and attendees adhere to current and accepted standards of Occupational Health and Safety work practices;
- j. Provide a non-refundable deposit of 50% of the venue hire fee to secure placement in the Side Gallery program;

- k. Provide the balance payment at least 1 month prior to the Workshop/Event;
- l. Provide a written Artist Statement of approx. 200 – 300 words about the Workshop/Event and a brief biographical statement of approx. 100 – 200 words for the use of promotional purposes no later than 10 days prior to the Workshop/Event;
- m. If required — 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 Workshop/Event;
- n. If required — provide a List of Works with detailed attributions, namely title, medium, date, dimensions, and high quality digital images for publication on the gallery's website, no later than 4 days after the Workshop/Event for archival purpose.
- o. Provide a mailing list for inclusion in the gallery's mail-out database if promotion is required.
- p. Participate in an interview with the gallery curator for publication on the gallery's website.
- q. Proof-read material prior to public release and provide prompt, same-day revision requests and approvals.
- r. 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 Workshop/Event.

6. SIDE GALLERY'S RESPONSIBILITIES

Side Gallery shall:

- a. Provide usage of Side Gallery as per the agreed dates and times stated in item 4. Exhibition Period.
- b. Design and distribute a Workshop/Event electronic invitation— if required;
- c. Provide supervised attendance of the gallery space during Workshop/Event, and ensure the space is locked after hours;
- d. 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.

At Side Gallery's discretion:

- Design an artist page on the gallery's website featuring Workshop/Event images — at Side Gallery's discretion;
- Conduct and publish an artist interview with Side Gallery's curator via the gallery's website;
- Promote the exhibition through the Gallery's website and electronic mailing list, social media and social networking sites.

7. INSURANCE AND LIABILITY

Side Gallery agrees to take utmost care in handling any Workshop/Event materials, 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 50% incl. GST upon signing this Agreement which secures the venue hire. Each party has the right to terminate the agreement upon 2 months written notice prior to a Workshop/Event 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 participant 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 Workshop/Event 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 WORKSHOP/EVENT PROGRAM PARTICIPANT

Full name: _____/_____/_____

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

_____/_____/_____