

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

## 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

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

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### 4. EXHIBITION PERIOD

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

### 5. PROGRAM PARTICIPANT RESPONSIBILITIES

**The Artist shall:**

- a. Produce and present the Workshop 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 and its promotional material;
- c. Grant Side Gallery permission to reproduce images of the Workshop for purposes of promotion, review and archival record.
- d. Provide all materials and labour for the workshop and cover all labour and material costs associated with the production of the workshop;
- e. Unless otherwise arranged, be responsible for, and pay all expenses incurred in, the workshop 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 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;

- l. Provide a written Artist Statement of approx. 200 – 300 words about the workshop 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;
- 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;
- 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 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.

## **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 e-invitation — if required;
- c. Design an artist page on the gallery's website featuring workshop images;
- d. Conduct and publish an artist interview with Side Gallery's curator via the gallery's website;
- e. Provide supervised attendance of the gallery space during workshop, and ensure the space is locked after hours;
- f. Promote the exhibition through the Gallery's website and electronic mailing list, social media and social networking sites.
- g. 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.

## **7. INSURANCE AND LIABILITY**

Side Gallery agrees to take utmost care in handling any workshop 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 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 Program Participant confirms they have read and agree to abide by all Terms and Conditions outlined within this agreement.

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Signed for and on behalf of THE WORKSHOP PROGRAM PARTICIPANT

Full name:

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

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