



EXHIBITION AGREEMENT

THIS IS AN AGREEMENT BETWEEN:

Mary Valley Artslink inc
Art on Yabba fine art gallery
116 Yabba Road, Imbil, Qld 4570

ABN 42 563 898 086

Representative: Heinke Butt
Position: President
Phone: 0419024291
Email: info@maryvalleyartlink.com.au

And

Artis Name: _____
ABN _____
Address: _____

Phone: _____
Email: _____

Parties agree as follows:

Exhibition Title	
Exhibition Dates	
Opening event	Artists are required to contribute to the entertainment costs for the opening event. Please communicate with gallery coordinator in this regard.
Guest Speaker (information about speaker)	
Promotional Statement	
Promotional Image	
Short Artist BIO 100 words	
Artist Statement 150 words	
Images	Send a minimum of 6 High res images 300dpi max 3 MB
The Exhibition	The Artist agrees to lend the artwork to the Gallery for the period from _____ to _____ (Term) for the purpose of an

	exhibition to be held at Art on Yabba, 116a Yabba Road, Imbil, Qld 4570
GST Status	Registered <u>The Agent will assume that if you are registered for GST then it is incorporated in your prices and will be your responsibility.</u> If you do not have an ABN then you must complete a Statement by Supplier form from the ATO. https://www.ato.gov.au/Forms/Statement-by-a-supplier-not-quoting-an-ABN/ Not Registered
ABN	
Bank Details	Name of Account Bank BSB Account number;
Exhibition acknowledgments (Sponsors)	Please provide sample image and required logos with form Acknowledgment Written statement
Payment	Payment for Solo exhibition \$250 Payment for not for sale exhibition \$500 Group exhibitions minimum \$250, more than 10 people, \$25 pp
Additional activities	No: Yes: Artist Talk/Floor Walk/Guided Tour: Kids Workshop: Youth Workshop: Adults Workshop: Artist in residence: Other: (please provide details) Man the gallery during the exhibition:
Additional promotional materials	Eg Catalogue, Brochure, Postcards
Delivery of Work	
Install Day	
Demount of Exhibition	
Exhibition Viewing days	Thursday to Sunday 10am to 3pm
Loan of artworks	Additional inventory Sheets attached to this document
Transport and installation	The Artist will: Arrange and pay for the cost of packing and transport of the Work from and to the Artist's premises to and from the Exhibition premises.
Sale of Work	The Gallery will sell the Work on behalf of the Artist for the agreed value plus a 30% commission which will be retained by the Gallery. The Gallery will list all items sold, the total amount and the final amount paid to you less commission. The final amount due to you will be direct deposited into your nominated account within 4 weeks from the end of the exhibition.

Warranty	The Exhibitor warrants that they created and possess unencumbered title and copyright to the Artworks, and that their descriptions are true and accurate.
Duration of Consignment	The term of loan for the Artworks is the term as nominated above of this Agreement under Gallery Rental Period (inclusive of install & demount).
Gallery's duty of care for Work	<p>The Gallery acknowledges that the Work loaned always remains the property of the Artist.</p> <p>The Gallery will: handle the Work with special care at all times to prevent damage or deterioration to the work and ensure that the Exhibition is properly supervised at all times when open to the public.</p>
Insurance	<p>The Agent 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 Exhibitor's responsibility to insure artwork(s) for loss or damage and to ensure they have appropriate Public Liability Insurance to cover their own activities.</p> <p>All Artworks are held by the Agent at the risk of the Exhibitor. The Agent excludes all liability to the Exhibitor/s for any loss or damage (except for negligence of, or wilful damage caused by the Agent).</p> <p>Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks to or from the Exhibitor/s to The Agent are the responsibility of the Exhibitor/s.</p> <p>The Exhibitor/s agrees to take all measures necessary to ensure that their work(s) will not cause or potentially cause any injury to any person. The Agent shall direct alterations to the way in which the work(s) are exhibited, if, in The Agent's opinion, visitor risk exists.</p>
Return of Work	<p>The Artist agrees to remove the Work as set in the Schedule.</p> <p>If the Work has not been collected after the cessation of the Exhibition, the Gallery may place the Work in storage with any warehouse company at the account and risk of the Artist or retain possession and charge storage fees at the rates quoted by any such warehouse company.</p>
Catalogue	<p>If the Gallery publishes a catalogue of the Exhibition, the Gallery will have full responsibility for the selection of the catalogue's writer/s, editorship of its text and reproductions, and its design.</p> <p>The Gallery will consult the Artist to confirm the veracity of the proposed text of the catalogue insofar as it relates to the Artist and the quality of the proposed reproductions of the Work.</p> <p>The Artist must provide to the Gallery any information which the Gallery requires for the catalogue (including reproduction-quality images of the Work and of earlier works if requested).</p> <p>The Agent (Art on Yabba Committee) agrees to design and send out e-invitations to the Gallery email address list. As such it is the Exhibitor/s responsibility to supply the agent with the content, including public programs, and a minimum of two (2) quality images (preferably those used on the Exhibitor/s printed invitation) with accompanied info of title, size, media, and full exhibition details, 8 weeks prior to the exhibition date for use on the design of the e-invitation.</p>

Marketing and Public Programs	<p>The Gallery will develop, lead and coordinate the publicity and marketing campaigns for the Exhibition, digital content, press releases, advertisements, opening night functions and invitations, web site features and other promotional campaigns.</p> <p>Each party must seek the other Party's approval of all Promotional Materials.</p>
Artist must provide	<ul style="list-style-type: none"> • Artist statement • a selection of high-resolution images (5 - 10) or photos used to promote the Exhibition. • required acknowledgements & logos. • marketing copy - Short (50 words) and long versions (200 words); • Artist biographies • testimonials or public quotes relating to the Work; and • make themselves available for media enquiries or interviews, if required.
Copyright	<p>The Gallery may reproduce the Work or any part of the Work for media reproduction of their work from photographs or film for promotional purposes, archive, non-lending reference or database of the Exhibition.</p> <p>The Artist warrants that the Artist is the owner of all copyright in the Work or has obtained all necessary permissions to permit the uses of the Work under this agreement.</p> <p>The Gallery allows general public visitors to photograph exhibitions using compact devices such as mobile phones. If you do not wish for any member of the public to photograph artworks, please advise in writing prior to the viewing date.</p>
Support	<ul style="list-style-type: none"> • Curatorial advice • Installation of your exhibition • Provide volunteer supervision of the Gallery during Gallery hours and staff for managing artwork sales. • Staff will run the opening reception for long term exhibitions. Please note food is not included. • Alcohol for sale and bar staff are supplied for long term exhibition hire evening events. • Publicity through on-line social-media platforms, FB and Instagram • Exhibition listing on Gallery website
Exhibitor responsibility	<ul style="list-style-type: none"> • Providing for each exhibiting artist an Artist statement, updated CV and short Bio • All costs associated with packing, delivery, installation, demounting and removal of exhibits. Exhibitor/s will be required to have all works ready for display (d-rings, wire, plinths, shelves etc.). • Designing & printing exhibition flyers and catalogues with MVAL and Art on Yabba Logo. • Emailing & posting of exhibition invitations to Exhibitor/s's mailing list • Providing good quality professional JPEG images of current artworks for The Agents website and other social networks • All costs associated with an opening event, e.g. flowers, music etc.
Entertainment	<p>Artists are required to contribute to the entertainment costs for the opening event. Please communicate with gallery coordinator in this regard.</p>
Conflict resolution	<p>No dispute can be raised on the contents of this form.</p>

General	This is the entire agreement between the Exhibitor/s and The Agent. If any part of this Agreement is illegal, void, or unenforceable, it will not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement is not a waiver of other breaches of the same provision or other provisions.
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Signed by: Exhibitor

Signature _____ Date _____

Signed by Agent:

Signature _____ Date _____

Bank Account details

Mary Valley Artslink inc
Bendigo Bank
BSB 633000
Account: 149263980