



New England Art Society Inc.
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Phone: (02) 6772 9993

Email: armidaleartgallery@gmail.com
Website: www.armidaleartgallery.com

Private Exhibition Agreement

This is an Agreement between: **Whosibod**
(hereafter called the Artist) of

Address

Email

Phone contact

and

NEW ENGLAND ART SOCIETY

(hereafter called NEAS)

by which the Artist agrees hire a room/s at the gallery for an exhibition (hereafter called the Work, or Works) on the following terms and conditions:

Exhibition

(a) The Exhibition is to be known as:..... (hereafter called the Exhibition)

The hire of the Room/s at \$

The exhibition will only be considered booked upon receipt of the deposit.

(b) NEAS will show the works by the Artist at the New England Art Society between the following dates: **5th February to 13th March 2016**

Expenses

(a) NEAS will be responsible for the following costs:

- i. local publicity, promotion and advertising in local media as determined by NEAS, and
- ii. opening costs if applicable including wine, and

(b) The Artist will be responsible for the following costs:

- i. hire of the exhibition space
- ii. transportation of the Work, or Works to NEAS, and
- iii. insurance of the Work, or Works while in transit to and from NEAS, and
- iv. installation materials, equipment and special requirements,
- v. exhibition support material, and
- vi. supper / finger food for the Opening
- vii. inviting their quests

Promotion

The Artist/s must provide the following:

no less than 2 months prior to the opening of the exhibition:

- (a) 4 images of your new works - jpg
- (b) Artist Statement (30 – 50 wds)
- (c) Short biography and CV (100 – 200 wds)

no less than 1 month prior to the opening of the exhibition:

- (d) a list of the Work, or Works in the Exhibition, and
- (e) titles, medium and their selling value (including NEAS commission).

Copyright

The Artist agrees to provide copyright permission to NEAS to reproduce the Work, or Works for the following purposes:

- (a) publicity of the Exhibition, and
- (b) critical review of the Exhibition, and
- (c) non-commercial and non-lending archive and reference.

Selling of Works

- (a) The Artist agrees to pay NEAS **30%** commission for the sale of the Work, or Works during the Exhibition, based upon the selling value (including GST if applicable) determined by the artist
- (b) NEAS has the exclusive right to sell the Work, or Works during the period of the exhibition.
- (c) All financial payments will be dealt with by the NEAS treasurer.
- (c) Payment for works sold will be made by direct deposit within 4 weeks from the final date of the exhibition. (Bank Account details to be provided to the treasurer upon request)

Installation and De-Installation of the Exhibition

The Artists must provide the Work, or Works **at a discussed date** (usually the Wednesday or Thursday am prior to the opening) prior to the opening of the exhibition:

NEAS is fully responsible for the installation of the exhibition. NEAS will be responsible for ensuring that:

- (a) unpacking and installation is handled with care.
- (b) all original packing materials are used for repacking, if reusable.
- (c) The Artist will collect the works on the day the exhibition is taken down or within two weeks of the end of the exhibition.

Maintenance of the Exhibition

NEAS will:

- (a) be responsible for maintaining the Work, or Works and in the event of any deterioration or damage to the Work, or Works either during the Exhibition, NEAS shall advise the Artist of same and file a written report outlining the cause and extent of the damage, including photographs documenting the damage, and
- (b) The Artist is responsible for undertaking any cleaning, and/or maintenance of the Work, or Works before or during the exhibition.

Duty of Care

Works installed in the gallery will be accessible to patrons each and every time the gallery is open for business or functions.

NEAS will:

- (a) handle the Work, or Works with special care to prevent damage and deterioration to the Work, or Works and
- (b) ensure the safe protection of the Work, or Works including but not limited to protection from hazards of fire, flood, theft, dirt, smoking or handling by unauthorized or inexperienced personnel, including members of the public, and

Insurance

The Artist is responsible for insurance of the Work or Works if required.

Cancellation

- (a) the deposit is non-refundable.
- (b) NEAS must be given eight weeks (40 working days) notice if the Artist wishes to cancel the Exhibition, after that time no refund is available.
- (c) If the Work, or Works has been delivered to NEAS or is in transit, the Artist is responsible for all costs associated with the return of the Work, or Works to the Artist.

Termination

- (a) If the Artist is in breach of its obligations, NEAS may give written notice of the breach and give fourteen (14) days within which to remedy the said breach. If the breach remains un-remedied after this period the agreement may be terminated.
- (b) If the Work, or Works has been delivered to NEAS or is in transit, the Artist is responsible for all costs associated with the return of the Work, or Works to the Artist.

This Agreement comprises the whole of the agreement between the parties and may be amended only in writing signed by the parties.

Signed for and on behalf of the Artist by: Signed for and on behalf of NEAS by:

_____	_____
(signed)	(signed)
_____	_____
(print name in full)	(print name in full)
_____	_____
(date)	(date)