



## The PaintBox Drawing Room Gallery - Exhibition Agreement

This exhibition and commission agreement is between **THE PAINTBOX** trading as The Drawing Room Gallery; as specified in Paragraph A; and the exhibiting artist(s) listed in Paragraph B as **EXHIBITION PARTICIPANT(S)**

### BACKGROUND

The Exhibition Participants have been selected to present an Exhibition titled:

..... at The PaintBox in the Drawing Room Gallery on the dates detailed in Paragraph D [EXHIBITION PERIOD]. This document sets out the Terms & Conditions upon which The PaintBox agrees to present the Exhibition.

### A. THE PAINTBOX, trading as THE DRAWING ROOM GALLERY. CONTACT DETAILS

- Contact person 1: Rebecca Madden - Gallery Owner/Curator
- Contact Person 2: Claudia Gill – Studio Coordinator
- Phone: 8388 7776
- Email: [thepaintboxhahndorf@gmail.com](mailto:thepaintboxhahndorf@gmail.com)

### COMMUNICATION:

1. The primary form of communication between The PaintBox Gallery Coordinator and the Participant is email via [thepaintboxhahndorf@gmail.com](mailto:thepaintboxhahndorf@gmail.com)
2. In an emergency call the owner of The PaintBox Rebecca Madden on 0429 670 700.
3. Please only phone the emergency contact number in the case of an emergency.
4. By signing the terms and conditions the Participant agrees to regularly check their nominated email address and respond to requests from the PaintBox in a timely fashion

### GALLERY HOURS

- Monday - Friday: 10am - 5pm, closed on Tuesdays.
- Saturday - Sunday 10am - 3pm

**B. EXHIBITION PARTICIPANT(S)**

**Participant 1, being the Primary Contact Person:**

**Company name:**

**ABN:**

**Street Address Phone / Mobile Email:**

**Other participants if applicable:**

**Participant 2:**

**Company name:**

**ABN:**

**Street Address Phone / Mobile Email:**

**Participant 3:**

**Company name:**

**ABN:**

**Street Address Phone / Mobile Email:**

**Participant 4:**

**Company name:**

**ABN:**

**Street Address Phone / Mobile Email:**

**Participant 5:**

**Company name:**

**ABN:**

**Street Address Phone / Mobile Email:**

**Participant 6:**

**Company name:**

**ABN:**

**Street Address Phone / Mobile Email:**

**Participant 6:**

**Company name:**

**ABN:**

**Street Address Phone / Mobile Email:**

**NOTE:** Are participants jointly or severally party to the Agreement. Yes / No.

**C. THE EXHIBITION**

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

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**D. EXHIBITION PROCESS PERIOD:**

1. Initiation meeting, Studio visit & curator interview - at least 3 months before the exhibition opening date that date specified as .....
2. Opening night event - The opening night is to be agreed with regard to other venue openings
3. time and date.
4. Approval of works - at least a month the exhibition opening date.
5. Submission of artist biography; exhibition summary; List of Works, including pricing and
6. hi-resolution artwork images must be supplied as early as possible, but no less than two weeks
7. prior the exhibition opening date. NOTE: Should the participant require assistance with this process, please advise the gallery at least two months in advance and the gallery will provide support as required.
8. Payment of hanging fees (if required) - at least 1 month before the exhibition opening date .
9. E-invite campaign - Two to three weeks before the exhibition opening date.
10. Hand over of artworks - one week prior to exhibition opening on the allocated time and date, that time and date being: .....
11. Installation of artworks - one week prior to the exhibition opening date.
12. Exhibition Closing Date specified as .....
13. De-installation of artworks - Monday - Tuesday time slots allocated within Gallery Business Hours
14. Art Work Collection Date specified as .....14 days after the exhibition closing date.

15. The Exhibition Participant, on or before the Collection Date, must collect unsold Artwork unless the work is consigned for sale via the gallery stockroom.
16. Consignment of artworks to the stockroom is solely at the invitation of the Gallery Director and is effected by way of emailed confirmation from the Gallery Director to the Exhibition Participant. Consignment of Artworks for sale in The Stockroom is treated by the Gallery and by the Exhibition Participant as a variation to this Exhibition Agreement with the same fees and commission applicable as recorded in Paragraph E.
17. Statement of Sales, payments, subject to Commission Fees and GST as outlined in Paragraph E, and refund of commitment fee - provided 14 days after de-installation

**E. FEES AND COMMISSION:**

1. The Exhibition Participant is required to pay a commitment fee of \$100 upon receiving an invitation to exhibit at The PaintBox within a 14-day period.
2. The commitment fee is 100% refundable and will be refunded 14 days after the Exhibition Period.
3. Should the Exhibition Participant withdraw from the exhibition after signing the terms and conditions The PaintBox reserves the right to retain the commitment fee unless a suitable candidate is found to fill the times in a suitable time frame.
4. A small charge is also charged for printing services for floor sheets, price lists and flyers which the Exhibition Participant will be required to pay at least 1 month in advance
5. The PaintBox charges a Commission Fee of 33% on the sale of all artworks,
6. The PaintBox will charge GST regardless of the Exhibition Participant's GST registration status. Where the Participant is not GST registered, The PaintBox will retain the GST;
7. Storage Fees for the storage of Art Work that remains uncollected following the close of an exhibition will accrue at the rate of \$34 per month per cubic metre for a maximum of 90 days, that period being sufficient for proceedings under The Unclaimed Goods Act (SA) 1987 to be finalised as specified in Paragraph J.

**F. INSTALLATION OF EXHIBITION:**

1. The PaintBox takes responsibility of the installation and curatorial exhibition.
2. Artists are not required on premises during installation, unless varied by express agreement.
3. All works must be approved by the PaintBox 1 month prior to installation.
4. The PaintBox reserves the right to charge a nominal hanging fee if required for complex, heavy or large works that require a technician. This requirement will vary depending on the practical requirements of exhibition.

## **G. EXHIBITION PARTICIPANT'S RESPONSIBILITIES**

The Exhibition Participant shall:

1. Produce and present the Exhibition as described in Paragraph C in accordance with the dates outlined in paragraph D
2. 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;
3. Grant The PaintBox permission to reproduce images of the Participant's works for the purposes of promotion, review and archival record.
4. 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;
5. Ensure that all works are approved by the gallery in regards to height, width and weight before installation.
6. Take all measures necessary to ensure that the exhibited work(s) will not cause or potentially cause any injury to any person.
7. Should the participants require a hanging fee, ensure that the payment is made in full 1 month in advance.
8. Be solely responsible for the delivery and collection of the participants artworks
9. Be solely responsible for the acts of the Exhibition Participant's assistants including employees, contractors and volunteers;
10. 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 2 months prior to the exhibition opening
11. Provide a high quality 'hero' representational digital image (Dimensions: 2000px on longest side, Resolution: 72dpi, Colour Mode: RGB, Filename: Artwork title) 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 1 month prior to the exhibition opening;
12. Provide a List of Works with detailed attributions, namely title, medium, date, dimensions, and sale price for production of an exhibition 'Floor Sheet' a for publication on The PaintBox Gallery web page, no later than 1 months prior to the exhibition opening.
13. Provide a Consignment Note on delivery of the artworks by way of a list annexed to this agreement
14. Provide high quality digital images of all artworks in the exhibition (Dimensions: 2000px on longest side, Resolution: 72dpi, Colour Mode: RGB, Filename: Artwork title) with photography credit information for publication on the gallery's website, no later than 1 months prior to the exhibition opening date:
15. Provide a mailing list for inclusion in the gallery's mail-out database 2 months prior

to opening.

16. Proof-read material prior to public release and provide prompt, same-day revision requests and approvals.
17. 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.
18. Collect all unsold Art Work after the Closing Date of the Exhibition and before the Collection Date as specified in Paragraph D.

#### **H. THE PAINTBOX HAHNDORF GALLERY RESPONSIBILITIES**

The PaintBox shall:

1. Provide up to 2 days usage of The Drawing Room Gallery to be used for an exhibition installation period for the Exhibition unless otherwise negotiated;
2. Take responsibility for the installation and curation of every exhibition.
3. Provide hanging services at a small fee if deemed appropriate by the gallery during the approval process, this is largely dependent on the dimensions and weight of the artwork;
4. Promote and host a two (2) hour opening night function in conjunction with Happy Hour access to the Thiele's Shop Wine Bar with drinks and snacks available for purchase at a discounted price;
5. Design and distribute an opening night e-invitation;
6. Design an artist page on The PaintBox Gallery web page featuring exhibition images and pricing information;
7. Design and print a Floor Sheet for the gallery with List of Works and pricing information;
8. Be responsible for the installation and de-installation of the exhibition;
9. Provide supervised attendance of the gallery space during opening hours, and ensure the space is locked after hours;
10. Process artwork sales incurring a 33% commission NOTE: The PaintBox will charge GST regardless of the Exhibition Participant's GST registration status. Where the Participant is not GST registered, The PaintBox will retain the GST;
11. Promote the exhibition through the PaintBox website, electronic mailing list, social media and social networking sites;
12. Appropriately identify the Exhibition Participant(s) in all publicity of the Exhibition and any authorized reproduction of the Participant's works as the creator of the works;
13. Unless otherwise arranged, distribute sold artworks — costs to be covered by the Exhibition Participant.
14. Contact the Exhibition Participant by email to arrange transfer of Art Work to the Stock Room, solely at the discretion of the Gallery Director or in the alternative:
15. Contact the Exhibition Participant by email at the Collection Date specified in Paragraph D in accordance with the provisions of The Unclaimed Goods Act (SA) 1987 as detailed in Paragraph J.

**I. CONSIGNMENT TO THE STOCKROOM**

Consignment of artworks to the stockroom is solely at the invitation of the Gallery Director and is effected by way of emailed confirmation from the Gallery Director to the Exhibition Participant. Consignment of Artworks for sale in The Stockroom is treated by the Gallery and by the Exhibition Participant as a variation to this Exhibition Agreement with the same fees and commission applicable as detailed in Paragraph E.

**J. STORAGE AND DISPOSAL OF UNCOLLECTED OF ART WORK POST EXHIBITION**

1. If Art Work is not collected by the Collection Date specified in Paragraph D, without consignment for sale in the Stock Room under Paragraph I, Storage Fees will apply as detailed in Paragraph E.
2. If stored work remains uncollected after 14 days of the closing date of the exhibition then Storage Fees will accrue as detailed in Paragraph E
3. If stored work remains uncollected after 14 days of the closing date of the exhibition then the provisions of The Unclaimed Goods Act (SA) 1987 will apply. The Gallery Director will Email the Exhibition Participant a written account of the Storage Costs claimed, and if the Storage Costs are not paid within 42 days of receiving the account, the Goods will be sold at Public Auction to recover those costs.

**K. INSURANCE AND LIABILITY**

1. The PaintBox agrees to take utmost care in handling and exhibiting all artwork(s), but shall not be responsible for any loss or damage howsoever caused.
2. It is the Exhibition 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.

**L. RELATIONSHIP OF PARTIES**

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

**M. TERMINATION**

1. Each party has the right to terminate the agreement upon 2 months written notice prior to the exhibition opening date
2. In the case that the Exhibition Participant terminates this Agreement within the 2 months prior to the exhibition opening date, the full gallery rental fee will be borne by the Exhibition Participant (unless a suitable Exhibitor is found).
3. If the terminating party is The PaintBox, all payments (including the non-refundable deposit) will be refunded.

**N. DISPUTES**

1. 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.

2. The parties shall as agreed between the parties or as recommended by the South Australian Courts Administration Authority or as selected by an independent person appoint the rules governing any such technique adopted for that purpose.
3. 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.
4. The arbitrator shall be agreed between the parties within ten (10) working days of written notice of the referral by the referring party to the other or failing agreement appointed by the Magistrates Court of South Australia. In any event the arbitrator shall not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
5. Both parties will share the expenses associated with arbitration equally.

**EXHIBITION LOCATION, DATES AND TIMES:**

The PaintBox, 100 Main St, Hahndorf, SA 5245:

1. Exhibition dates and times:
2. Exhibition Opening:
3. Delivery of Materials:
4. Signed Terms and conditions:
5. Commitment Fee paid by:
6. Hanging fee paid by:
7. Promotional Material: artist/group statement, catalogue of work:
8. Finalized list of works and artists prices:
9. Delivery of works: from EXHIBITION

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

\_\_\_\_\_ date:     /     /

Signed for and on behalf of THE EXHIBITION PARTICIPANT(s)

Full name: .....

I, ..... being the Gallery Coordinator at The PaintBox accept this agreement on behalf of The PaintBox

\_\_\_\_\_ date:     /     /