**Impress Printmakers Gallery Hire Agreement**

**As a member’s gallery, Exhibitor/s who are non-members are required to pay a single $60 standard members fee.**

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| ***This is an agreement between:*** | |  |
|  | |  |
| **Impress Printmakers Studio and Gallery** | | **The Artist or Artist Group below** |
| **Kedron subARTStation**  **(formerly Kedron Tram Substation No 8)** | | hereinafter called the “Exhibitors” |
| **134 Kedron Park Road** | |  |
| **Wooloowin QLD 4130** | |  |
| hereinafter called the “Agent” and | |  |
|  | |  |
| **Exhibitor/s Contact Details**  When applying as a group please list all artists, and identify ‘Contact Person’ or Curator. | | |
| **Main Contact**  **Postal address**  **Mobile Phone**  **Business Phone** |  | | |
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|  | | |

***Important: All Artists in the group must be party to the agreement.***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Group**  **Name** |  | | | |
|  | **Exhibitor Name/s** | **Mobile/s** | **Email address** | **Website** |
| **Artist 1/**  **Main Contact** |  |  |  |  |
| **Artist 2** |  |  |  |  |
| **Artist 3** |  |  |  |  |
| **Artist 4** |  |  |  |  |
| **Artist 5** |  |  |  |  |
| **Artist 6** |  |  |  |  |
| **Artist 7** |  |  |  |  |
| **Artist 8** |  |  |  |  |
| **Artist 9** |  |  |  |  |
| **Artist 10** |  |  |  |  |
| **Artist 11** |  |  |  |  |
| **Artist 12** |  |  |  |  |
| **Artist 13** |  |  |  |  |
| **Artist 14** |  |  |  |  |
| **Artist 15** |  |  |  |  |
| **Artist 16** |  |  |  |  |
| **Artist 17** |  |  |  |  |
| **Artist 18** |  |  |  |  |
| **Add separate sheet as needed** |  |  |  |  |

**Agreement Details**

1. **Exhibition**

The Agent agrees to exhibit the work of the Exhibitor/s. The exhibition installation and presentation will be planned in consultation between the Exhibitor/s and the Agent.

**Place of Exhibition** Impress Printmakers Gallery, 134 Kedron Park Road, Wooloowin, QLD, 4130 (The Venue)

**Gallery Rental Period** Tuesday \_\_ / \_\_ / \_\_ 9 am, until Monday \_\_ / \_\_ / \_\_ 3pm.

**Duration of Exhibition** \_\_ weeks

**Exhibition Title** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibition Viewing Days** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibition Viewing Hours** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Agent encourages the Exhibitor/s to exhibit as many days of the week as they are capable of minding the gallery.

Open hours are possible between 7am and no later than 10pm at which time the alarm will activate.

**Exhibition Opening Night / Day Date ­­­­­­­­­­­­­­­­­­** \_\_ / \_\_ / \_ from \_\_.\_\_\_\_am / pm to \_\_.\_\_\_\_am / pm

to be decided in consultation between the Exhibitor/s and the Agent to avoid conflict with studio activities.

1. **Duration and Consignment**
2. The term of the contract shall be the period of the exhibition.
3. Booking shall be in week blocks, with a minimum booking of (1) week. A week’s booking begins at 9.00am on a Tuesday and ends at 3.00pm on the following Monday. The venue may be booked for a number of consecutive weeks.
4. It is the responsibility of the Exhibitor/s to distribute sold work/s.
5. Staffing is the responsibility of the Exhibitor/s.
6. **Publicity and Promotion**
7. The responsibility and costs of publicity, promotion and catering will be borne by the Exhibitor/s.
8. It is advised that the Exhibitor/s procure a press release accompanied with a good quality image and make all efforts in pursuit of publicity for their show.
9. **Delivery**

The responsibility for insurance, packing and transport to and from the Venue will be borne by the Exhibitor/s.

1. **Installation**
2. The installation, hanging and de-mounting of the exhibition is the responsibility of the Exhibitor/s.
3. The Exhibitor/s agrees to discuss hanging requirements with the Exhibition Coordinator prior to the installation period.
4. The Exhibitor/s agrees to consult with the Agent before using any equipment and shall not alter any fixtures in the space provided by the Agent. The Exhibitor/s agrees to consult with the Agent before bringing in or using any potentially damaging equipment or materials.
5. The Exhibitor/s agrees to hang the artworks using the established hanging system in use by the Venue, and to restore the Venue to its condition prior to installation.
6. Where and when prearranged, the Agent may agree to assist the Exhibitor/s with advice and /or the installation, hanging and / or demounting of the exhibition.
7. The Agent has the right to withdraw work from the Exhibition if the work is obscene, defamatory, or discriminatory, or involves a breach of copyright or other rights, or if the work is deemed by the Agent to be incompatible with the Gallery’s standards.
8. **Access**
9. **The key and/or access will only be granted if all payments have been received into the agent's bank account.**
10. The Exhibitor/s will be provided with a swipe key on the **morning of the commencement of their hire** or prior by arrangement with the Gallery Coordinator and is to be returned on **completion of the hire period at 3pm**.
11. The Exhibitor/s will be granted access to the studio area of the Venue, only as a means of access to kitchen and toilet facilities. Any damage to studio equipment will incur a replacement cost penalty.
12. The Exhibitor/s agrees to discuss any and all onsite proposed events to be held in conjunction with the exhibition with the Agent prior to the installation period and in accordance with our good neighbour policy.
13. **Gallery Hire Costs**

Cost will be allocated as follows:

**Space (***please refer to the* ***floor plan*** *attached****)***

**Gallery Hire $300** **per week.**

**Bond (refundable): $200 per week**

**Deposit $100 (non- refundable) per week plus Bond (refundable) to secure the booking.**

1. If not already an Impress Printmakers Member, the exhibitor /exhibitors will pay a single membership fee of **$60** for the individual or for the group.
2. No cost shall be incurred by either the Agent or Exhibitor/s in the name of the other party without the prior written approval of the party liable to pay the costs.
3. On signing this contract the Exhibitor/s agree to pay a non-refundable deposit of **$100 per week of exhibition** to confirm their booking plus the bond of **$200 per week of the exhibition.**
4. The Exhibitor/s agree to pay a bond of **$200 per week** which is refundable after the end of the rental when:

* the Gallery is left thoroughly clean and in good condition
* after any restitution has been made for any damages that may have occurred to the Studio and Gallery
* and the Gallery’s key is returned.

1. The rental balance of $200 per week must be paid one (1) month before the start of the exhibition.
2. Access will not be provided until the Full rental amount plus the Bond have been received.
3. The Agent has no obligation to proceed with the exhibition and can relet the gallery if the full rental costs and bond have not been received by the due date. Failure to pay on time will lead to forfeiture of the deposit.

**EFTPOS Facility is available**

The gallery EFTPOS machine is available for rent at $15 per week.

The rental fee will only be charged if any sales are made using the eftpos facility and will be deducted from the total sales at the time of settlement and does not include cash sales.

Total Sales will be returned to the hirer, **less the merchant fees incurred by the eftpos transactions**, after receipt of the monthly merchant summary from the bank.

The Exhibitor must provide a full record of eftpos sales, consisting of a list of Eftpos Sales (non-cash sales) supported by the duplicate sales invoice/receipt dockets, which must be prepared and submitted to the Agent to balance against the Merchant Summary, in order to assist with the accurate reimbursement of the Sales amount to the Exhibitor/s.

1. **Printed Invitations**
2. If printing invitations, the Exhibitor/s is encouraged to deliver approximately 50 invitations to the gallery, two (2) weeks prior to the exhibition to use for promotional purposes.
3. The Exhibitor agrees to use the Impress logo in all printed invitations and catalogues. The gallery logo will be made available on request from the Gallery Coordinator.
4. **Electronic Invitations**

The Agent agrees to promote the Exhibitors e-invitation on the Impress Printmakers web site, Impress Printmakers Newsletter, Facebook and send an e-invite to the gallery invitation mailing list. As such, it is the Exhibitor's responsibility to supply the Agent with:

1. The artwork for their e- invitations
2. A minimum of two (2) or more high quality Jpeg images (preferably those used on the artists printed invitation)
3. the relevant information of title, size, media, and full exhibition and opening details as soon as possible but, **no later than one (1) month** prior to the exhibition date for promotional use.
4. **Documentation of the Exhibition**

For its own records and archives the Agent may document the exhibition through appropriate means (e.g. digital photography, slides, and/or video) and use these images for promotional purposes.

The Exhibitor/s is responsible for his/her own documentation.

1. **Copyright**

The copyright in each work shall remain the property of the Exhibitor/s

1. **Insurance and Liability for Loss, Theft, Damage, Fire & Perils**

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 artworks for loss or damage and to ensure they have appropriate Public Liability Insurance to cover their own activities.

1. **Public Safety**

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, risk to visitors exists.

1. **Beverage/Food/Smoking**

During exhibition openings, the provision, service and consumption of food and beverages are determined by the Exhibitor. However it is the responsibility of the Exhibitor/s to prevent patrons accessing the general studio area, while allowing access to the toilets.

A policy of **No Smoking** exists in the premises and within 3 metres of the entry.

1. **Commission**

No commission is charged, however, outside of the exhibition dates, a 10% commission applies if any

after-exhibition sales are secured for the exhibitor/s by Impress Printmakers Studio and Gallery.

1. **Exhibition Bank Details**

Bank details (1 account only) must be provided by the Exhibitor for any reimbursement of funds including EFTPOS sales and/or bond:

|  |  |  |  |
| --- | --- | --- | --- |
| **Account Name:** |  | | |
| **Name of Bank** |  | | |
|  | | | |
| **BSB:** |  | **Account Number:** |  |

1. **Securing the Contract**

The Exhibitor/s agrees to pay a non-refundable deposit of $100 per week plus the refundable bond of $200 per week upon signing the agreement to secure the rental of the gallery space for the agreed period.

1. **Termination –**

Each party has the right to terminate the agreement up to 30 days prior to the exhibition booking.

If the Exhibitor/s terminates the agreement- the bond will be returned but not the deposit.

If the agreement is terminated by the Exhibitor less than 30days prior to the exhibition booking, the full gallery rental fee will be borne by the Exhibitor and no refunds will be made.

If the terminating party is the Agent, all payments including the otherwise non-refundable deposit will be refunded.

1. **Assignment -**

Neither party will assign its rights under this agreement to a third party.

Modification – This agreement constitutes the entire understanding of the parties. Any changes must be written and signed by both parties.

**Signed\_**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Exhibitor**  **Main Contact** |  | **Signature** |  | **Date** | **\_\_ / \_\_ / \_\_\_\_** |
| **Agent** |  | **Signature** |  | **Date** | **\_\_ / \_\_/\_\_\_\_** |

**Gallery Plan**

