

## RENTAL AGREEMENT

This is an agreement between **Gallery 109 of 109 Sydney Road Manly, NSW 2093** hereinafter called the "Gallery"

and the Artist or group of Artists' below hereinafter called the "Exhibitor/s"

### Exhibitor/s Contact Details –

If applying as a group please list the names of the Artist/s involved but select one Artist as the main contact. Please also note who in the group will act as curator, if applicable.

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

<b>Artist Name/ Group Name:</b>			
	<b>Exhibitor Name/s</b>	<b>Mobile/s</b>	<b>Email Address</b>
<b>Artist 1 / Main Contact:</b>			
<b>Artist 2:</b>			
<b>Artist 3:</b>			
<b>Artist 4:</b>			
<b>Main Contact Postal Address:</b>			
<b>Main Contact Phone:</b>			

### 1. Exhibition –

The Gallery agrees to exhibit the work/s of the Exhibitor/s for the agreed rental fee and agreed rental duration. The exhibition installation and presentation will be planned in consultation between the Exhibitor/s and the Gallery.

**Place of Exhibition:** Gallery 109, 109 Sydney Road Manly NSW (the Venue)

**Rental Period:** Tuesday \_\_ / \_\_ / \_\_\_\_ 10am, until Sunday \_\_ / \_\_ / \_\_\_\_ 6pm.

**Duration of Exhibition:** \_\_ week/s

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

Exhibition Viewing Days	Exhibition Opening Hours (Min)	Responsibility for Opening Attending
Wednesday	2pm to 6 pm	Gallery and Exhibitor shared
Thursday and Friday	11 am to 6pm	Gallery and Exhibitor Shared
Saturday and Sunday	11am to 4pm	Exhibitor

**Exhibition Opening Night / Drinks with the Artist/s:** Day: \_\_\_\_\_ Date: \_\_ / \_\_ / \_\_\_\_ from 6.00pm to 8.00pm

**2. Exhibition Costs –**

- i. The agreed rental fee for the hire of the venue for the duration stated in section 1 is \$ \_\_ dollars plus GST
- ii. There is no commission payable by the exhibitor to the Gallery for sold works, with the exception set out in clause 16
- iii. The Exhibitor/s agrees to pay a non-refundable deposit of 50% of the rental fee upon signing this agreement so as to confirm their booking.
- iv. The rental balance including bond must be paid **four (4) weeks** before the start of the exhibition.
- v. The Exhibitor/s agrees to pay a **\$300** bond which covers cleaning, damages and loss of keys, failure to remove exhibitors works on the closing date or any other cost incurred by the Gallery resulting from the Exhibitor not complying with this agreement.
- vi. The Bond is refunded at the end of rental when the obligations in 7(iv) are completed to the satisfaction of the Gallery.
- vii. The Gallery has no obligation to proceed with the exhibition if the full rental costs and bond have not been received prior to the start of exhibition.

**3. Publicity and Promotion –**

- i. The Gallery agrees to design and send out e-invitations to the gallery email address list and promote the exhibition on its social media. As such it is the Exhibitor/s responsibility to supply the Gallery with a minimum of two (2) quality images with accompanied info of title, size, medium **at least one (1) month** prior to the exhibition date.
- ii. The exhibitor agrees to provide the Gallery with a list of contact emails they wish to include on the Gallery mail out. This list will be treated in accordance with the Gallery's Privacy Policy.

**4. One Month Prior to Exhibition**

One month prior to the exhibition date the Exhibitor agrees they will:

- i. Deposit to the Gallery's account the final installment of the Rental Fee and the Bond.
- ii. Provide text and images to the Gallery so the gallery can disseminate information to promote the artists work through its mailing lists and social media
- iii. prepare an "exhibition set out drawing" using a scaled template of the gallery floor plan and walls, that the Gallery shall make available to the Exhibitor for this purpose. This will allow the exhibitor to firm up the number of works that they can physically display in the Venue and allow early curatorial input from the Gallery if this is required.
- iv. Prepare a first draft of the exhibition catalogue in a template to be provided by the Gallery, which will include sizes of the work, the medium and the sale price (where the works are to be offered to the public for sale).
- v. Discuss the exhibition layout, hanging or other presentation requirements with the Gallery prior to the installation period to determine whether the exhibitors works need any special installation requirements.
- vi. Advise the Gallery of any opening night catering requirements in excess of the allowance outlined in clause 9.

**5. Delivery of Works –**

- i. The insurance, packing and transport of exhibition works to and from the Venue is the Exhibitor/s responsibility.
- ii. The exhibitor is responsible for bringing their artwork to the Gallery in displayable condition. Where the Exhibitor/s intends to hang artworks using the "*Gallery Hanging System*", prior to delivery they will install "D" clips to stretcher frames or hanging wire to the rear of works, ready for hanging on the gallery's system.

**6. Installation –**

- i. The installation, hanging and de-installation of the exhibition is the responsibility of the Exhibitor/s and must be commenced on the first day of the gallery rental period. Where necessary and when prearranged, the Gallery may agree to assist the Exhibitor/s with the installation, hanging, and de-mounting of the exhibition.
- ii. The Exhibitor/s agrees to consult with the Gallery before using any equipment and shall not alter any fixtures in the Venue
- iii. Where exhibitors work requires fixing through the gallery walls, this may only be done with the permission of the Gallery in agreed locations, and the Exhibitor agrees they will make good such holes on completion of the exhibition at their cost.
- iv. The Gallery has 4 plinths it can make available free of charge for sculptures and the like but any other display equipment is the responsibility of the exhibitor to provide.
- v. The Exhibitor/s agrees to apply all labels and signs with grey blu-tac only. **NO TAPE WHATSOEVER** is to be used on gallery surfaces. This includes all walls, floor, windows, fixtures, and furniture.
- vi. The Gallery 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 Gallery to be incompatible with the Gallery's standards.

**7. De- Installation –**

- i. The Exhibitor is responsible for the de-installation and removal of the exhibitors works and return of the gallery to its pre-exhibition condition, at completion of the rental period.
- ii. All works including sold works must be de-installed and removed from the Venue on or before the last day of the Rental Period as Gallery 109 has no storage facility. Failure to comply will result in additional costs being charged to the Exhibitor.
- iii. Where the exhibitor has arranged for sold work to be collected by purchasers direct from the Gallery, the exhibitor shall be responsible to arrange and coordinate the packaging and collection on or before the last day of the Rental Period.
- iv. Hanging cables shall be removed and returned to the designated storage drawer (unless otherwise directed by the gallery manager). Sold Stickers and labels to be removed.
- v. Any marks to walls shall be cleaned off. Any damage to walls or holes as a result of the display of the exhibitors works shall be patched, sanded and touched up using paint supplied by the Gallery. Alternatively, the gallery will arrange for this to be done by a contractor for a fee of \$90 +GST.
- vi. All rubbish to be removed from the Venue and floors swept.
- vii. Gallery and Toilet Keys to be returned to the Gallery manager and receipt to be acknowledged in writing.

**8. Access –**

- I. **The key and/or access will only be granted if all payments have been received into the Gallery's bank account.**
- II. The Exhibitor/s will be provided with keys 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**
- III. The exhibitor is not granted access under any circumstances to the studio area of the Venue.
- IV. The building has common area male and female toilets at the rear of the building via George Street and the exhibitor will be provided with a key to access this area. The exhibitor shall be responsible for the return of the keys.
- V. The Exhibitor/s acknowledges the Venue is within a residential neighborhood and that excepting one opening night there will be no other significant noise generating activity.
- VI. The gallery is closed to the public on Mondays and Tuesdays except by appointment

**9. During the Exhibition –**

- i. The exhibitor shall be responsible to open and attend the gallery during the agreed minimum hours as set out in section 1. Preference is for the exhibitor to be in attendance at all times but where this is not possible the exhibitor shall arrange for another responsible adult to carry out this function. The gallery cannot be left open if unattended.
- ii. Opening Night must be attended by exhibitor/artist who should arrive at least 30 minutes prior to opening (ie 5.30pm) and remain until closing at 8pm.
- iii. The Gallery shall provide an opening night function where a cheeky red and white wine, soda water and nibbles will be catered and served by gallery staff. Glasses and refrigeration/ice will be supplied by the gallery. We base our catering allowance on a maximum of 60 people
- iv. If the exhibitor wishes to upgrade the opening night catering offering, this will be at the Exhibitors cost and must be discussed and agreed with the Gallery at least 1 week prior to opening night.
- v. The Exhibitor shall be responsible for handling sales of their work including all financial transactions with purchasers. Gallery 109 does not offer any credit card facility. Should a potential purchaser express interest in work when the exhibitor is not in attendance, the Gallery will endeavor to facilitate the sale including providing the purchaser with the exhibitor's contact details and where possible obtaining the purchasers details and passing them on to the exhibitor.

**10. Documentation of Exhibition and Copyright –**

- i. For its own records the Gallery may document the exhibition through appropriate means (e.g. digital photography, slides, and video). The Exhibitor/s is responsible for his/her own documentation.
- ii. The copyright in each work shall remain the property of the Exhibitor/s however the exhibitor/s grant the Gallery a license to use images of the exhibitor's work in the Gallery's media and for promotional use.

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

- i. The Gallery agrees to take utmost care in handling and exhibiting all artwork(s), but shall not be responsible for any loss or damage however caused.
- ii. The Gallery has a public liability policy for \$10million and a contents policy that covers the Exhibitors work against fire, theft and accidental damage while within the Venue up to a total value of \$40,000. Any claim against this policy has an excess of \$250 which is the responsibility of the Exhibitor to pay should they require the Gallery to make a claim against its policy
- iii. The gallery takes no responsibility for insuring artwork(s) for loss or damage while works are in transit and this is the Exhibitors responsibility.

**12. 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 Gallery shall direct alterations to the way in which the work(s) are exhibited, if, in the Gallery’s opinion, visitor risk exists.

**13. Beverage/Food/Smoking –**

During the exhibition period including openings, the provision, service and consumption of food/beverages are determined by the Gallery. A policy of No Smoking exists for all areas within the gallery premises. Outside smoking is allowed.

**14. Commission –**

No commission is charged. However, outside of the exhibition dates, a 10% commission applies to any exhibition sales secured by Gallery 109 outside the exhibition period.

**15. Termination –**

- i. The deposit paid upon signing this agreement is non-refundable where the Exhibitor terminates or breaches this agreement. Each party has the right to terminate the agreement upon 2 months written notice prior to the exhibition commencement date. If the agreement is terminated by the Exhibitor/s within the 2 months prior to the exhibition commencement, the full gallery rental fee will be payable by the Exhibitor/s (unless a suitable replacement Exhibitor is found). If the terminating party is the Gallery, all payments (including the non-refundable deposit) will be refunded.
- ii. The Gallery may cancel a Confirmed Booking at any time if there is a force majeure, or any other event, which in the reasonable opinion of the Gallery manager, causes the Gallery to be unsafe or inappropriate to hold the exhibition. For example: flood, unsafe premises.
- iii. The Gallery shall not be liable for any loss or damage to the Exhibitor or any third party in consequence of the exercise of the rights referred to in clause 16 (ii)

**16. 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 in writing and signed by both parties.

**Signed –**

<b>Exhibitor Main Contact:</b>		<b>Signature:</b>		<b>Date:</b>	_ / _ / _	Exhi
bitor 2		<b>Signature:</b>		<b>Date:</b>	_ / _ / _	
Exhibitor 3		<b>Signature:</b>		<b>Date:</b>		
Exhibitor 4		<b>Signature:</b>		<b>Date:</b>		
<b>GALLERY:</b>		<b>Signature:</b>		<b>Date:</b>	_ / _ / _	