

# COPPER COAST ART GALLERIES

RECORD NO : .....  
FILE NO : 17.94.5

## STANDARD EXHIBITOR CONTRACT

EXHIBITOR			
NAME			
POSTAL ADDRESS			
MOBILE PHONE		ALTERNATE NUMBER	
EMAIL			
TYPE OF WORK			

BETWEEN:  
the **Copper Coast Council** on behalf of:  
**Moonta Gallery of the Arts**, Town Hall, George Street Moonta  
or **Ascot Gallery**, Taylor Street, Kadina  
and  
the **Exhibitor**

The Copper Coast Council has the care, control and management of the **Moonta Gallery of the Arts** and the **Ascot Gallery** (Venues) and all the activities therein.

The expression 'work or works' will be limited to those works actually on exhibition, and should also correspond with the list of titles and work valuations, supplied by the Exhibitor, for insurance purposes.

The Exhibitor and the Copper Coast Council agree that ownership of the art works shall remain vested in the Exhibitor at all times.

NOW IT IS AGREED AS FOLLOWED	
<p><b>1. Display Space:</b> The Exhibition / Display shall take place in all or part of the following spaces</p> <p><input type="checkbox"/> MAIN ROOM – ROOM 1 AT THE MOONTA GALLERY  <input type="checkbox"/> STAIR ROOM – ROOM 2 AT THE MOONTA GALLERY  <input type="checkbox"/> EXHIBIT ROOM AT THE ASCOT GALLERY</p>	as determined by the Gallery Co-ordinator.
<p><b>2. Period of Exhibition</b> The Exhibition / Display shall be for four weeks (or as arranged) and be on public viewing from:</p> <p>_____ To _____</p>	
<p><b>3. Delivery date of the Exhibition / Display</b> Please note: The works should arrive at the <b>Moonta Gallery of the Arts</b> or the <b>Ascot Gallery</b> in the week leading up to the opening and agreed upon date to enable time for display.</p>	

#### 4. Freight

Exhibitors are responsible for freight of work to the gallery unless otherwise discussed with the Gallery Co-ordinator and/or the Director of Corporate and Community Services to arrange suitable transport and delivery to Venue at cost of the Exhibitor.

#### 5. Period of Opening:

The Exhibition / Display shall be open during the Venue's normal hours of public access, and on various evenings during the week according to programmed functions.

The Exhibition / Display may at the request of the Exhibitor, be opened at times other than the stated opening hours.

The Exhibitor in discussion with the Gallery Co-ordinator and the Director of Corporate and Community Services, agrees to pay for the cost of opening the Venue, such cost to be determined by the Council, if outside normal operating hours.

#### 6. Opening Reception:

Should the Exhibitor wish to hold an opening reception, the Copper Coast Council shall permit the Exhibitor to utilise the Gallery space at a time to be mutually agreed. The Exhibitor shall take full responsibility for all associated arrangements and costs.

If the Exhibitor is unable to arrange a planned reception, discussion with the Gallery Co-ordinator and the Director of Corporate and Community Services is a possibility, with any costs covered by the Exhibitor.

#### 7. Packing and condition Reports:

The Exhibitor should adequately pack all works prior to delivery to the **Moonta Gallery of the Arts** or the **Ascot Gallery**

Upon arrival, a routine condition check of works undertaken by the Gallery Co-ordinator will determine condition for display.

Any obviously aberrant conditions occurring in the artworks will be noted and referred to the Exhibitor(s) for comment.

Works will be monitored for condition changes whilst on exhibition.

Repacking of works in return to the Exhibitor(s) will make use of original packing materials as supplied by the Exhibitor(s) in readiness to be collected by the Exhibitor(s) or shipped to next Venue.

#### 8. Storage:

**The Moonta Gallery of the Arts** or the **Ascot Gallery** is able to supply storage space during Exhibition time.

#### 9. Installation / Removal of the Exhibition / Display

All works should arrive ready to install. (Paintings must be fitted with either small eye or closed eye bolts or triangle wire fastenings.) Exhibitor(s) may only assist in the installation of works with prior arrangement with the Gallery Co-ordinator.

If the exhibition requires special instructions on hanging, it will be the responsibility of the Exhibitor to provide detailed information.

The Copper Coast Council reserves the right to either refuse or withdraw work(s) at any stage of the exhibition process.

All works should have adequate identification of artist, size, subject, medium and price affixed to the back right hand corner.



*(Example of suitable hanging eyelets)*

#### 10. Loss or Damage:

Exhibitors will be advised in the instance of any theft, loss or damage to works(s) (either at delivery, while installing, while on exhibition, while packing, while on return transit) by the Gallery staff/volunteers.

Touring Exhibitions: In the instance of damage being recorded in any of the above circumstances, Gallery staff/volunteers will notify the touring agency, who will then undertake to notify the Exhibitors promptly.

#### 11. Exhibitors Statement

Exhibitor shall provide to the Gallery Co-ordinator, as part of the Exhibition / Display, a detailed history of the Exhibition, Artist(s) profile, describing the motivation or otherwise relevant information of the exhibited works in the form of a media release.

**12. List of Works for exhibit**

The Exhibitor shall provide a list of works, and if applicable:

Detailing:

- Medium
- Size
- Year of construction
- Ownership details if not the property of the Exhibitor
- Price

Also refer item 15.

**13. Insurance Values:**

This is the value the Exhibitor puts on the work free of any commissions. The Copper Coast Council will not accept any responsibility in relation to the Exhibition / Display. It is recommended that the Exhibitor obtains a policy of insurance for theft and damage to their display whilst in the Venue. This insurance is to be obtained at the expense of the Exhibitor. The Council reserves the right to insist the Exhibitor obtain a policy of insurance for theft and damage to the Display if it is deemed the value of the Display is significant.

**14. Copyright:**

**The Copper Coast Council** may reproduce images of exhibition work(s) with prior discussion with the Exhibitor for the purpose of:

- (a) Publicity, any additional advertising and critical review
- (b) The room brochure (if applicable)
- (c) Creating a non – commercial archive and non – lending reference or database
- (d) Photography by the general public will not be permitted unless by arrangement with Artist(s) and or the Gallery Co-ordinator.

Photography for educational purposes may be permitted with prior agreement and arrangement with the Artist(s) and with the Gallery Co-ordinator where bona fides can be established.

**15. Commission on Sales:**

**The Copper Coast Council** shall be entitled to a commission on sale of work(s).

The Copper Coast Council takes a 25% sales commission on the sale of any works sold during the term of Exhibition / Display, with the exception being an artwork sold by an identified registered Gallery volunteer who participates on the weekly roster on a weekly basis (list kept by Council), the Council will take a 15% sales commission.

At the completion of the exhibition, the Exhibitor will provide a list of the works sold from the list provided in Item 12. The Exhibitor and Gallery Co-ordinator will jointly sign the list to agree on the exhibits sold and price, prior to payment.

**16. Alterations / Additions:**

Any changes or additions to this agreement are to be made in writing and agreed by both parties

**17. Staffing the Gallery**

Exhibitors will be asked to assist with the manning of the Gallery during the time of the Exhibition. This will take place with the Gallery Co-ordinator. Exceptions will be made if the Exhibitor lives outside of the regional area.

**DECLARATION**

I declare that the information I have provided is true and correct.

I agree to comply with any reasonable directions issued by an Officer of Council.

SIGNATURE		DATE	
WITNESS SIGNATURE		DATE	

**OFFICE USE ONLY**

SIGNATURE		DATE	
WITNESS SIGNATURE		DATE	