

# Gallery Hire Agreement



This Agreement is made between

**Orbost Exhibition  
Centre on the Snowy  
River Inc**

ABN 98 733 542 281

*(hereinafter referred  
to as "the Gallery")*

**AND Name of Artist/s**

\_\_\_\_\_

\_\_\_\_\_

ABN if  
applicable \_\_\_\_\_

*(hereinafter referred to as "the Artist")*

on \_\_\_\_\_ (Date)

## 1. Gallery Information:

1.1. Gallery Name: Orbost Exhibition Centre

1.2. Gallery Space (Lower or Upper): \_\_\_\_\_

1.3. Address: 8 Clarke St Orbost VIC 3888

1.4. Gallery Contact Person/Representative:

■ Full Name \_\_\_\_\_

■ Email Address \_\_\_\_\_

■ Phone Number \_\_\_\_\_

1.5. Retail Funds Payment Date (week commencing): \_\_\_\_/\_\_\_\_/\_\_\_\_

## 2. Artist Information:

2.1. Lead Artist Full Name: \_\_\_\_\_

2.2. Address: \_\_\_\_\_

2.3. Email Address \_\_\_\_\_

2.4. Phone Number \_\_\_\_\_

**3. Exhibition Details:**

3.1. Exhibition Title: \_\_\_\_\_

3.2. Exhibition Dates:

■ [Bump in Date] \_\_\_\_\_

■ [Start Date] \_\_\_\_\_

■ [End Date] \_\_\_\_\_

■ [Bump out Date] \_\_\_\_\_

3.3. Medium/Type of Artworks: \_\_\_\_\_

**4. Gallery Terms Offered**

4.1. The documented agreement between parties regarding this hire is indicated by the selected options below - **Gallery Contact Person will select the options offered.**

<p><input type="checkbox"/> Hire Option 1: (Standard) Weekly Hire Fee with Commission</p> <p>The Artist agrees to pay a weekly hire fee of \$300 (Gallery provides communications and exhibition admin)/\$100 (Artist undertakes communications and exhibition admin with limited OEC support) including GST for the use of the Gallery space. The Gallery will retain a commission of 20% on the sale of any artworks during the exhibition. Payment of the hire fee shall be made in advance upon invoice.</p>	<p><input type="checkbox"/> Hire Option 2: (Invitation Only) No Weekly Hire Fee with Increased Commission</p> <p>The Artist has been invited by the Gallery to exhibit their artworks. There is no weekly hire fee associated with this option. However, the Gallery will retain a commission of 40% on the sale of all artworks sold during the exhibition.</p>
--	--

<p><input type="checkbox"/> Opening Event Option 1 (By agreement)</p> <p>Artist will run their own opening event (sourcing products and staffing night) and commits ____ number of tickets (minimum 15) free for Gallery Patron Members, Artist is paid all ticket revenue less cost of sale incurred by Gallery. Artist sets ticket price, sales are run through OEC online and in-store options.</p>	<p><input type="checkbox"/> Opening Event Option 2 (Standard)</p> <p>Gallery will run the opening event, Gallery retains all takings.</p>
--	---

4.2. The number of days the Gallery commits to having the building open per week is minimum three, should the Artist choose to provide additional volunteers to open the Gallery additional days this can be supported provided all Artist volunteers complete the induction process. The Gallery is always working towards more opening days and where volunteers are available will open as many days as possible.

4.3. Any notes regarding agreement that are specific to this exhibition to be noted: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**5. Artwork Delivery, Installation, Removal and Collection:**

5.1. The Artist is responsible for delivering their artworks to the Gallery on the bump in date.

5.2. The Artist is responsible for collecting their artworks from the Gallery on the bump out date.

5.3. All costs associated with the delivery and collection of artworks are the responsibility of the Artist.

- 5.4. The Artist is responsible for artwork hanging/installation unless an alternative agreement is noted at item 4.3 of this document.
- 5.5. The Artist must make good any alterations or damages to the space that are the cause of the exhibition installation/removal. Make good is to be the condition the Gallery was found in, the Gallery will provide paint and filler to match existing walls.

## **6. Artwork Pricing and Sales:**

- 6.1. The Artist shall provide (via email):
  - A (minimum one paragraph, maximum one A4 page) biography of all artists showcased in the exhibition (preferably digital) within 7 days of agreement signing;
  - A (minimum one paragraph, maximum one A4 page) exhibition statement/description (preferably digital) within 7 days of agreement signing;
  - Image/s of artworks, Artist and/or related content for promotional activities;
  - Catalogue: the Artist shall provide a list of artworks to be exhibited, including the title, medium, dimensions, and price for each artwork (preferably digital), no later than Bump in Date.
- 6.2. The Gallery will handle all sales transactions during the exhibition and will collect payment on behalf of the Artist.
- 6.3. The Gallery will pay the Artist their share of the sales, after deducting the agreed-upon commission, within 30 days of the end of the exhibition.
- 6.4. The Gallery will absorb costs for card/eftpos sales.

## **7. Gallery Promotion:**

- 7.1. The Gallery will lead promotion of the exhibition through its marketing channels with either the provided material, or created material (as agreed under pricing structure at item 4.1), which may include but are not limited to, social media, email newsletters, and local press releases. The Artist is encouraged to participate in the promotion of the exhibition.
- 7.2. The Gallery has approval and input of all promotional materials before they go live/are released.
- 7.3. The Gallery logo must be on all materials. Logo is provided on request.
- 7.4. Where feasible, links to the Gallery facebook and web pages must be included in online promotions.

**8. Insurance:**

- 8.1. The Gallery will take reasonable care to protect the artworks during the exhibition. However, the Artist is encouraged to insure their artworks against loss or damage during transport, exhibition, and storage.

**9. Liability:**

- 9.1. The Gallery will take all reasonable steps to secure and protect the artworks whilst they are on site.
- 9.2. The Gallery shall not be liable for any loss, damage, theft, or injury that may occur to the Artist's artworks or any personal property while on the Gallery premises.

**10. Termination:**

- 10.1. If the Artist terminates the agreement the percentage of hire fees due are as follows:
  - more than three months prior - 50% of hire fees due
  - Less than 6 weeks prior - 100% of hire fees due

- 10.2. If the Gallery terminates the agreement all hire fees will be returned.
- 10.3. In the case of a force majeure or other demonstrable emergency or external situation both parties may agree to terminate the agreement and set down the termination conditions agreed in writing.
- 10.4. The Gallery reserves the right to terminate this agreement if the Artist breaches any terms and conditions set forth herein, including failure to provide information listed under 6.1 within timeframes established.

**11. Governing Law:**

- 11.1. This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of Victoria.

**12. Entire Agreement:**

- 12.1. This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings, whether oral or written.

**Signatures:**

Orbost Exhibition Centre on the Snowy River Inc	Name: [Artist's Full Name]
Signature:	Signature:
Name: [Gallery Representative Full Name]	
Date:	Date: