

ARTIST RUN INITIATIVE

8 Gap Rd | PO Box 8405

Alice Springs NT 0870

ABN 97 802 366 496

T 08 8952 1949

E wts@wts.org.au

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**2021**

**EXHIBITING ARTIST CONTRACT**

Thursday, 10 December 20

THIS IS AN AGREEMENT BETWEEN:

**WATCH THIS SPACE Inc.**
8 Gap Rd, Alice Springs, NT 0870 | 08 8952 1949 | wts@wts.org.au | wts.org.au

(hereafter “WTS”)

AND
**[INSERT ARTIST NAME/S]**
Address:
Telephone:
Email:
ABN:

(hereafter “the Artist”)

Whereby both parties agree as follows:

1. THE EXHIBITION

The Artist agrees to undertake the exhibition and all related activities, and WTS agrees to host the exhibition.

 **Title of exhibition:**
[INSERT TITLE]

 **Dates of exhibition:**

|  |  |
| --- | --- |
| Artist picks up key from gallery: | Friday  |
| Installation: | Monday — Thursday |
| Opening Event: | Friday  |
| Exhibition starts: | Wednesday |
| Exhibition ends: | Saturday |
| Artist invigilating 10am-2pm: | SaturdaySaturdaySaturday |
| Exhibition de-installed by: | Sunday |

**Deadlines for support materials**

Please refer to attached list of Exhibition Timeline.

**Image Specifications:**

* Artist’s images to be supplied via email to wts@wts.org.au
* Min 150dpi / Max 300dpi. Min 15 x 10 cm as JPEG file.
* MUST label images: “Artist Name\_Title of Work\_Year\_Medium”

2. EXHIBITION COSTS

In 2021, WTS is excited to offer the Artist free gallery hire (previously partially subsidised to cost $330/month) as well as $1,000 exhibition fee. This has been possible through by our ongoing support from the Australia Council for the Arts.

The Artist will receive $700 of the $1,000 exhibition fee prior to the exhibition commencement date. Following receipt of signed contract and provision of the Artist’s bank details, WTS will release the exhibition fee to the Artist. This will be within the final three months leading up to the exhibition start date.

The remaining $300 from the exhibition fee will be held in trust as a safeguard for WTS. This will be paid to the Artist at the end of the exhibition on the condition that the gallery is left in its former state, gallery key has been returned and all other conditions in this contract are met.

The Artist is required to cover the costs of:

* Travel and accommodation
* Freight of artworks
* Installation materials
* Signage (optional)

WTS will coordinate and cover the costs of:

* Printing invitations and any extra publicity (minimum 150 x flyers – approximately $100 with our supplier)
* Mail-out of invitations, i.e. postage, labels and envelopes (to the cost of $100+)
* Digital promotion of exhibition through the WTS website, social media platforms, e-newsletter and other online resources.
* Gallery rent (to the cost of $1143.65 for the 3-weeks)
* Opening Night bar provision and attendance. Simple nibbles are provided at event, though if more food is desired this is the Artist’s financial responsibility.

**Commission**The Artist is not required to sell work. However, if they do so WTS receives 25% commission on all artwork sales, with all funds going towards the continuation and sustainability of the organisation. The Artist retains the remaining 75% commission.

3. INSTALL AND DE-INSTALL

Installation of exhibition is the responsibility of the Artist. WTS staff can provide advice, however are not responsible for installing work. The Artist will endeavour to be as organised as possible to ensure this process runs smoothly, e.g. hanging works are ready for installation with D hooks etc.

WTS provides basic tools for installation as well as materials to carry out minor repairs (filler, sandpaper, paint etc). **Beyond minor touch-ups, the Artist must pay for wall paint.** This must be purchased from an approved supplier. Major re-painting to cover wall-based artwork must be properly prepared and carried out. This includes thorough sanding and priming before painting, and recommended drying time between coats. The Artist may need to negotiate with WTS extra time to complete this by the handover date.

De-installation of exhibition is the responsibility of the Artist. Upon completion, **the Artist must to return the space to WTS in the condition in which it is was received. This includes removing all hanging devices from walls or ceiling, puttying and sanding holes, painting walls and plinths, sweeping and mopping floor.** The remaining $300 from exhibition fee will not be returned if these terms have not been met.

4. COMMENCEMENT AND COMPLETION OF EXHIBITION

The WTS staff will meet the Artist at the space on the **Friday** before install date to supply the Artist with a key. WTS staff do not work Mondays and therefore cannot provide the Artist with a key on the first day of install.

The Artist agrees to complete the exhibition and return the key to the Gallery once de-install is completed on the final Sunday of the exhibition period.

**The Artist agrees to invigilate the gallery every Saturday**, 10am-2pm, during the exhibition period. This is extremely important to the integrity of WTS. Dependable, reliable gallery open hours allow our artists to harness maximum audience attendance. If the artist fails to sit (or find someone to sit) the gallery on the Saturdays during their exhibition period, a penalty may apply which will be taken out of the remaining exhibition fee.

The Artist agrees to record gallery attendance numbers on the calendar provided at the space.

WTS will invigilate during the weekday opening hours of Wed-Fri 12-5pm.

The Artist is responsible for de-installing the exhibition by the final Sunday of the exhibition period. A $500 de-install fee is required if the Artist is unable to de-install the exhibition, which will be carried out by WTS.

Upon completion of the exhibition, WTS will release the remaining $300 exhibition fee to the Artist, assuming all conditions in this contract are met. If conditions are not met, funds will be deducted accordingly from exhibition fee.

5. MAINTENANCE

The Artist accepts the responsibility for maintaining the work undertaken during the exhibition. In the event of any deterioration or damage to the work during the exhibition, the Artist also accepts the responsibility.

WTS will be responsible for the maintenance of the space during the Gallery opening hours, Wed-Fri 12-5pm. This does not include the maintenance of the work itself – this responsibility remains with the Artist.

The Artist accepts that no potentially hazardous materials are to be stored at the space.

6. INSURANCE AND LIABILITY

WTS will be responsible for Public Liability insurance; all other insurance is the responsibility of the Artist. The Artist is not an employee of WTS and is therefore responsible for their own personal insurance. The Artist is also responsible for insurance of the works undertaken during the exhibition both in transit and whilst installed at the exhibition site.

7. REFUSAL

WTS does not tolerate sexual or any other harassment under any circumstances. If the Artist acts in such a way they will be prosecuted accordingly. Similarly, WTS will not subject the Artist to any form of harassment. Any complaints of harassment will be taken seriously and should be reported to the WTS Board immediately. See the Gallery’s Sexual Harassment Policy & Procedure for more details (<https://www.wts.org.au/s/Sexual-Harassment-PP.pdf>). A breach of this policy will result in disciplinary action, up to and including termination of exhibition and legal action.

The Gallery retains the right to refuse the exhibition, or any part thereof, should the Artist breach any of the terms and conditions of this agreement. In this case, if the exhibition fee has been released to the Artist, the Artist will need to return these funds to the Gallery. Failure to do so may result in legal action.

The Artist will not exhibit artistic content that is offensive in any form of sexual or other harassment. Additionally, any content that may be triggering to those who have experienced harassment should be accompanied by a pre-warning, e.g.: a Trigger Warning sign at entrance of exhibition.

Watch This Space recognises the importance of ensuring that First Nations people exercise ownership and control over their intellectual and cultural property. We require all artists to ensure that the relevant and appropriate consultation and consent has been obtained by First Nations people for any use of Cultural and Intellectual Property in work associated with this exhibition, and that this Intellectual and Cultural Property is appropriately and accurately attributed to the relevant individuals and groups. For further information, we recommend you consult the Australia Council Protocols for using First Nations Cultural and Intellectual Property in the Arts.

[https://www.australiacouncil.gov.au/workspace/uploads/files/protocols-for-using-first-nati-5f72716d09f01.pdf](https://www.australiacouncil.gov.au/workspace/uploads/files/protocols-for-using-first-nati-5f72716d09f01.pdf%22%20%5Ct%20%22_blank)

8. TALENT RELEASE

The Artist gives permission for WTS to use the Artist’s name and photographs, video or audio recordings of the Artist for archival, marketing and promotional purposes including but not limited to printed publications, newsletters, flyers, posters, advertisements, websites, social media, and cinema and radio advertisements.

The permission will continue until the Artist revokes permission in writing to WTS. In the situation where permission is revoked, every effort will be made to remove the image from future distribution; however this may not be possible or practical in some situations.

9. COPYRIGHT

This Agreement does not transfer the ownership of, or copyright in, any of the Artist’s work. However, the Artist gives permission for WTS to reproduce images, text, audio, video or other forms of the Artist’s work for archival, marketing and promotional purposes including but not limited to printed publications, newsletters, flyers, posters, advertisements, websites, social media, and cinema and radio advertisements.

WTS will at all times credit the Artist’s authorship of the exhibition, including the Artist’s name, title of work and year of exhibition, unless anonymity is expressly requested and agreed upon by both parties.

10. SOLE CONTRACTUAL AGREEMENTS

This Agreement, containing the whole understanding of the parties, hereto supersedes any prior agreement, and any modification or termination of this agreement must be in writing and signed by the Artist and WTS.

11. DISPUTES

Should any dispute arise concerning any matter referred to in this contract, the dispute will be referred to arbitration by two arbitrators, one to be appointed by each party. In the event of the two arbitrators disagreeing, the dispute will be referred to an umpire selected by the arbitrators. No action or suit will be brought or maintained by either party against the other party until an award has first been obtained from the arbitrators or umpire.

12. CONSTRUCTION

This agreement should be constructed in accordance with the laws of the Northern Territory.

13. ARTIST DETAILS

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residential Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Preferred pronouns: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14. ARTIST BANK DETAILS (for payment of Exhibition Fee)

Account name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank (e.g. Bendigo): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BSB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I have read and agree to the conditions of the *WTS 2021 Exhibitor Contract.***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Artist Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Thursday, 10 December 20

Charlie Freedman / Director Date (for and on behalf of the Gallery)

 **EXHIBITION TIMELINE**  – CHECKLIST FOR ARTIST

3 MONTHS PRIOR

* Return signed contract in order to hold exhibition slot and receive $700 exhibition fee
* Confirmation of exhibition title
* Confirmation of date for Opening Event
* Concise Artist bio (max. 100 words for each artist)

6 WEEKS PRIOR

Email the following to WTS:

* Concise statement about exhibition (max. 200 words)
* 3 high quality images for promotional use (300pdi, 15 x 10 cm minimum). If one particular image of the three is preferred for the promo flyer please specify.
* (if applicable) Acknowledgements (sponsors, funding organisations, dealers etc)

FRIDAY PRIOR

* Pick up key from WTS by 5pm

MONDAY & TUESDAY OF FIRST WEEK

* Install exhibition. Bring help if needed.

WEDNESDAY OF FIRST WEEK

* Exhibition must be fully installed by 12pm so WTS can open the gallery.

OPENING NIGHT

* Have fun and help clean up:
* Wash dishes and glasses
* Put away dishes and glasses
* Clean tablecloths if needed
* Clear out all rubbish to large green bins
* Put recycling in separate bins (cans / green glass / brown glass)

DURING EXHIBITION

* Invigilate exhibition on Saturdays 10am-2pm
* Record visitor attendance
* Handle artwork sales whilst invigilating

POST EXHIBITION

* De-install exhibition and clean gallery
* Collect all unsold works
* Receive payment for artworks sold (payments are made to the Artist on a monthly basis)
* Receive remaining exhibition fee (unless contract conditions are not met)