

Amount deposited :
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Date:



2 Willis Street
 Armadale
 Victoria 3143
 Phone/Fax : 9509 1782

GALLERY CONTRACT

This Agreement is made on the date set out in Item 1 below between **FIRESTATION PRINT STUDIO (FPS), an incorporated association No A0041760N** of 2 Willis Street, Armadale, 3143 and the hirer named in item 2 (**Hirer**).

The parties to this Agreement have agreed that the exhibition proposed by the Hirer will proceed in the venue(s) named in Item 4 and with access to and use of the areas in the Gallery detailed in Item 5 on the dates and at the times outlined in Item 6 and upon the terms and conditions set out in this Agreement.

Item 1. Date of this agreement

The Day of 2011

Item 2. Hirer

Full name: _____

Item 3 a. Title of Exhibition

Item 3b. Name of Artist/s (First Names & Surnames) if different from the Hirer

Item 3c. Artist's Brief (30 words)

Item 4. Name of Venue

Firestation Print Gallery
Firestation Print Studio
2 Willis Street
Armadale
Vic 3143

Item 5. Details of Space Provided

Firestation Print Gallery
Car park for use on opening night.
Firestation Print Workshop for use on opening night.
Firestation Kitchen & Bathroom for use on opening night.

Access to other areas is prohibited e.g. acid room and upstairs studio spaces.

Item 6. Date(s) and Time

Exhibition Dates:

Opening hours: **Wednesday- Friday 11am- 5pm**
Supervised by FPS

Note: **Saturdays & Sundays, 11am- 5pm**
The Hirer is required to open the Gallery on each Saturday during the Hire Period for the specified hours but it is the Hirer's option as to whether or not the Gallery opens on each Sunday.

Supervision on Saturdays and Sundays is the responsibility of the Hirer. The exhibition is not permitted to be open unless adequate supervision is in place.

If the Hirer is unable at any time to provide the required supervision at any time, FPS can arrange daily supervision for a fee of \$150. If the Hirer needs FPS to arrange supervision on a Saturday or a Sunday, two weeks prior notice is required for arrangements to be made.

All promotional materials must reflect these hours.

Item 7. Financial Terms

The cost of venue hire for a two week period from Tuesday put up and exhibition until Monday takedown 14 days later (**Hire Period**) is **\$700.00**.

A non-refundable deposit of \$200.00 together with a security bond of \$200.00 is to be paid to FPS on submission of this contract to secure your booking dates. If you cancel, the security bond will be refunded but not the deposit. FPS will make every endeavour to change dates for you if the proposed date is unsuitable for you but is under no obligation to do so.

The balance of the Hire Fee, namely \$500.00, is payable to FPS before the exhibition is advertised and in any event no later than seven (7) days prior to the exhibition opening.

The security bond is held by FPS on account of any damage or expenses incurred by the exhibition as detailed in item 7a and will be refunded to the Hirer within 14 days of the exhibition closing, less any expenses incurred.

In the interest of the Artist and FPS, FPS charges 20 % commission on any works sold through the Gallery. A further 1.1% will be taken on any eftpos sales to cover bank fees.

Item 7a. List of Possible Expenses Incurred

The Hirer is responsible for any costs or expenses incurred by reason of the exhibition being held and which are not the responsibility of FPS. These costs and expenses may include where extraordinary cleaning of exhibition space and kitchen (if used) is required after the Opening Night, any damage or loss is caused during the Hire Period or repairs of any building or equipment items are needed.

Item 8. Publicity and Invitations

FPS agrees to list the exhibition on its website and also agrees to send listings to:

- Art Almanac printed magazine (2 lines are complimentary- \$6.60 per additional line)
- Stonnington Arts Update- complimentary
- Stonnington What's on: exhibitions & art listings

All other promotions are the sole responsibility of and at the cost of the Hirer unless otherwise agreed in writing with the FPS Gallery Coordinator.

Invitations and any promotional or other material relating to a proposed exhibition must be presented to the FPS Gallery Coordinator for approval and proofing prior to printing and at least 30 days before the opening of the exhibition. The material can be submitted to FPS via e-mail or in person.

All promotional material should bear the FPS logo and the Stonnington City Council logo. Both logos must be presented clearly and must stand a minimum of 13mm high. Both logos will be emailed to the Hirer for their use in the design of promotional material. The Hirer should provide FPS with 2 or 3 digital images of works of good clarity and resolution for advertising in a suitable file format, preferably JPEG.

The Hirer should supply FPS with 50 printed invitations to send to members and associates. An e-mail version of the invitation is also required to be put on the FPS website and for the exhibition e-news mail outs. Please supply a PDF file and a JPEG format of the invitation for this purpose.

- All promotional signage will be placed in areas designated by FPS.

Item 9. Exhibition Set Up and Take Down

The Hirer shall have access to the FPS Gallery upon the commencement of the Hire Period to set up and hang the exhibition and should contact the Gallery Coordinator to arrange access. FPS can provide curatorial assistance if required.

The Hirer is to present a complete catalogue or price list to the Gallery Coordinator on the first day of hanging.

The Hirer must take responsibility for taking down the exhibition on the day following the close of the exhibition. The Gallery venue including its walls, floors and other surfaces must be returned by the Hirer to their original condition.

Works that have been sold should be packed and labelled with purchaser details and sale price. Artwork to be retained by the Hirer must be removed from the premises on the day of taking down, unless otherwise arranged with the Gallery Coordinator.

Item 10. Opening Night Drinks/ Refreshments

Refreshments can be served in the Workshop space and are to be provided by the Hirer. Kitchen and other areas are to be left in a neat, clean and tidy condition. Glassware is supplied but breakages must be paid for via the bond detailed in item 7.

Item 11. Additional Conditions

The Hirer (or person signing on behalf of and having the authority of the Hirer) confirms that:

Authority

- They are the person, or are the authorised representative of the Hirer, responsible for fulfilling all requirements of this agreement and have read, understood and accept all of the terms and conditions outlined in this Agreement. They are the sole contact person for the Hirer on all matters relating to the hiring of the gallery space.
- The person or organisation named in item 2 should be the recipient of the proceeds from art or merchandise sales. FPS is hereby authorised to account to that person for any net sale proceeds paid to FPS.

Sales and Price List

- All artworks for sale must be listed in the price list with their sale price.
- 20% commission on all works sold will be due and payable to FPS. The price list agreed between the Hirer and the Artist must contain this term as well as a term to the effect that any works not claimed by a purchaser within 60 days of the exhibition closing will remain the property of the Artist. Any sales commission due to FPS but unpaid will be deducted from the security bond.

Artworks

- No works will be added, removed or substituted from the exhibition during the exhibition dates unless by prior arrangement and with the agreement of FPS Gallery Coordinator. All works left at the Gallery will be the property of FPS if not collected within 90 days of the end of the Hire Period.

All artwork displayed at the FPS Gallery or brought to the venue during the Hire Period is the sole responsibility of and at the risk of the Hirer and the artist. FPS strongly recommends that the Hirer and the Artist insure all such works against any loss or damage from the time of their collection and delivery to the venue until their departure.

Use of Venue and Risk

The Hirer uses the Gallery at the Hirer's risk and the Hirer must comply with all legislation, regulations and local laws relating to the Gallery during the Hire Period including Occupational Health and Safety standards and requirements. FPS is not liable for any and all losses, claims, damages and expenses, however caused during the Hire Period, and the Hirer hereby indemnifies FPS against any such claims.

- All electrical and other equipment, furnishings, decorations and other items brought onto the premises are the responsibility of the Hirer and at the risk of the Hirer and must comply with all electrical safety standards.
- Gallery walls must be left as found. Gallery walls and any other effected surfaces must be patched and painted at the end of the exhibition by the Hirer and restored to their original condition. FPS will supply the Hirer with patch and paint materials for this purpose.

Hirer's Details:

Name: _____

Address: _____

Mobile Phone: _____ Home: _____

Email: _____

Signed on behalf of Hirer:

Signed: _____

Print Name of Signatory: _____ Date: _____

Signed on behalf of Firestation Print Gallery:

Signed: _____

Position: _____

Print Name of Signatory: _____ Date: _____