

GUILDFORD LANE GALLERY

20-24 Guildford Lane, Melbourne 3000
PO Box 12179 a'Beckett St., Melbourne 3008
ABN 42 757 280 214 Mobile 0422 442 363
www.guildfordlanegallery.org

EXHIBITION AGREEMENT

THIS IS AN AGREEMENT BETWEEN:

LEE-ANN RAYMOND (“**HIRER**”)

OF

██████████ ST [ADDRESS]

██████████ VIC. 3031

leeannart@inet.net.au [EMAIL]

03 ██████████ / ██████████ [PHONE]

AND

GUILDFORD LANE GALLERY, 42 757 28 214
OF 20-24 GUILDFORD LANE, MELBOURNE 3000
M: 0422 44 2363 (“**GALLERY**”)

By which the Hirer and the Gallery agree as follows:

1. Term and purpose of hire

- a. The Gallery agrees to provide the Hirer with the use of **the First Floor** at 20-24 Guildford Lane, Melbourne 3000 (“**Gallery Space**”)
- b. The Gallery will hire the Gallery Space to the Hirer from **9am Tuesday 16 June 2009 to 9pm Monday 6 July 2009** (“**Hire Term**”) for the exhibition of *Human – Transhumanist – An Umbrella and Two Surrealists* [**EXHIBITION TITLE**].

2. Payment

- a. The Hirer will pay the Gallery the total hire fee of \$ **3960.00** (inclusive of GST) to be paid in installments as follows:
 - i. A deposit of 50% of the hire fee, being \$ **1980.00** (inclusive of GST), to be paid on or before **Monday 16 March 2009**; and
 - ii. The remaining balance of the hire fee, being \$ **1980.00** (inclusive of GST), to be paid on or before **Friday 15 May 2009**.
- b. \$500.00 as a surety for the above mentioned Gallery Space to be paid four weeks prior to the start date of the Hire Term, by **Friday 15 May 2009**. This surety is refundable at the end date of the Hire Term subject to the terms under Clause 9.a. and 9.b. of this Agreement.

3. Extension of term

- a. The term of hire may be extended under usual Hire Agreement with the written consent of the Gallery.

4. Gallery's Responsibilities

The Gallery:

- a. maintains public liability insurance in respect of the **Venue**:
- b. ensures that the **Venue** is in a clean condition and any pre-existing damage to the fixtures or fittings of the **Venue** must be noted in a Schedule attached to this Agreement and signed by both parties. This Schedule (a Condition Report) is created and reviewed by both parties prior to installation upon the arrival of the Hirer to the Gallery Space.
- c. ensures that the Hirer has access to the **Venue** from 8am until 10pm 7 days a week during the Hire Term.
- d. Hereby notifies the Hirer that it does not raise insurance to benefit any party hiring part or all of the venue, the Hirer's employees, agents or licensees (if any).

5. Hirer's Responsibilities

The Hirer must:

- a. take out and maintain all necessary insurances including adequate contents insurance, volunteer's insurance and workers' compensation for the Hirer's employees, agents and licensees (if any);
- b. be responsible for all transport and travel arrangement costs to and from the Venue. Written confirmation of the courier or agents booking will be required including arrival/departure/collection dates, times and agents contact details as soon as possible, but no less than 48 hours prior to the event.
- c. clean and tidy the Venue at the end of the term of the hire and use its best efforts to maintain the Venue in the condition it was in at the commencement of the term of the hire, subject to usual wear and tear;
- d. allow the Gallery and its employees, agents and licensees all reasonable access to the Venue;
- e. include the Gallery logo (electronic copy provided upon request) on all publicity and promotional material, including posters, programs, catalogues and electronic invites.
- f.** obtain approval from the Guildford Lane Gallery Communications Manager on all publicity and promotional material prior to printing and distribution.
- g. inform the Gallery immediately on the Hirer becoming aware of any breakage or damage to the Venue or its fittings or fixtures and pay for any damage or loss suffered by the Gallery that is caused by the negligence of the Hirer;

- h. not attach in any way to walls, doors, glass, lifts, stairwells, floors, furniture, historic features or fittings in or around the Venue any nails, screws, adhesive tape, signs or other item without the prior consent of the Gallery;
- i. not interfere with, or alter, any of the electrical, gas or water installations, lighting, sprinkler systems, historic features, sound systems or other technical equipment owned by the Gallery.

6. Hirer's warranty and indemnity

- a. The Hirer warrants that it has obtained the necessary permission of all copyright owners to stage the event at the Venue, and that the event does not contain any defamatory material to the Hirer's knowledge, and the Hirer indemnifies the Gallery against any and all claims, costs, actions and damages brought or suffered as a result of breach of this warranty.
- b. The Hirer warrants that it has obtained the necessary ethics clearances, approvals, consents, licenses, permits and certified support staff to stage the event at the Venue, and that the event does not contain any illicit, dangerous, illegal, unethical or seditious material or content to the Hirer's knowledge under the Hire Agreement, and the Hirer indemnifies the Gallery against any and all claims, costs, actions and damages brought or suffered as a result of breach of this warranty.
- c. The Hirer indemnifies the Gallery and agrees to keep the Gallery indemnified against all costs, expenses, claims and liabilities arising from loss or damage to property or injury or death of persons from or during the term of hire, to the extent such loss or damage is caused, directly or indirectly, by the Hirer.

7. Cancellation

The Gallery must be given **2 calendar months** notice if the Hirer wishes to cancel the hiring of the Venue.

- a. Cancellations with less than **2 calendar months** notice will incur the loss of the deposit under Clause 2.a.i.
- b. If the Venue is re-hired by another party for this term of hire for the full hire amount, the Gallery must refund 50% of the forfeited deposit to the Hirer, within **14 calendar days** of receiving confirmation of the re-hire.

8. Names, Likeness and Biography

The Gallery may use and exploit the Artist's name, likeness and biography in connection with the Gallery or an exhibition of the Artist's work at the Gallery.

9. Termination

- a. At the end date of the Hire Term the Hirer will be refunded the \$500 surety provided that the Gallery Space is returned to its original condition.
- b. The Gallery may use some or all of the \$500 surety to recover costs incurred by the Hirer if the Hirer:
 - i. fails to return the Gallery Space to its original condition

- ii. is more than **14 calendar days** late in making payment under Clause 2 of this Agreement.
 - iii. is in breach of any of their obligations under Clause 5 of this Agreement
 - c. The Gallery may terminate this Agreement and retain the deposit, if any, if the Hirer has not paid any installment of the hire fee within **28 calendar days** of the due date under Clause 2 of this Agreement.
 - d. If a party is in breach of any other obligations under this agreement, the other party may give the party at fault written notice of the breach and give **7 calendar days** within which to remedy the breach. If the breach remains un-remedied the parties must attempt to resolve the dispute in accordance with Clause 10. If the parties are not able to resolve the dispute, under Clause 10, the non-breaching party may terminate the agreement.

10. Disputes

- a. If the parties disagree about this agreement, whoever disagrees must:
 - i. first tell the other party about the dispute in writing; and
 - ii. not start any litigation or arbitration in relation to the dispute until this Clause 10 is followed.
- b. Once all parties have been told of the dispute, all parties must arrange for representatives to meet within **14 calendar days** and take all reasonable steps to try and solve it.
- c. If the dispute is not resolved under Clause 10.b., the parties agree to;
 - i. submit the dispute to a mediator or a mediation process that all parties agree to; or
 - ii. if the parties are not able to agree to a mediator or mediation process under Clause 10.c.i., submit the dispute to mediation according to the Arts Law Centre Mediation guidelines current at the time. These guidelines are part of this agreement.
- d. If the parties are unable to resolve the dispute within **7 calendar days** of commencing mediation or a later time that they agree to during the mediation, they may refer the matter to arbitration or commence litigation.
- e. The parties must continue to perform their respective obligations under this agreement even if they disagree.

11. General

- a. The parties acknowledge that the Hirer is an independent contractor and the nothing in this Agreement creates any relationship or partnership or employment between the parties. For the avoidance of doubt, the Gallery is not the Hirer's Agent and is not entitled to a commission for the sale of the Hirer's work, nor is the Gallery responsible for the production, sale, administration, marketing or direct agency of the Hirer.

- b. Neither this Agreement nor any of the benefits or obligations may be assigned, subcontracted or otherwise divested by either party (other than those Agents or Subcontractor's listed in the Annexure) without the other party's prior written consent.
- c. Subject to Clause 11.d., this Exhibition Agreement is the entire agreement between the parties about its subject matter. Any previous understandings, agreement, representation or warranty relating to this subject matter is replaced by this agreement and has no further effect.
- d. Nothing in this Agreement transfers or excludes any applicable cultural rights in favour of the Australian Indigenous people that may be implemented under Australian law.
- e. This Agreement may only be changed in writing signed by all parties.
- f. This Agreement is governed by the law in force in the State of Victoria of the Commonwealth of Australia

[PRINT NAME]

[SIGNATURE]

[DATE]

(HIRER)

[PRINT NAME]

[SIGNATURE]

[DATE]

(GALLERY)