



The Residency Gallery Hire Agreement

This is an agreement between Heritage Alice Springs Incorporated (HAS) and the Exhibitor for the use of The Residency Gallery

(Exhibitor)

Address:

Phone:

Email:

and

Heritage Alice Springs Incorporated (HAS)

The Residency - corner Hartley and Parsons Streets, Alice Springs

PO Box 54, Alice Springs NT 0871

Phone: 8953 6073

Email: heritagealicesprings@telstra.com

By which HAS and the Exhibitor both agree that the Exhibitor may utilise The Residency Gallery for the activity described in *Attachment A – Exhibition Details* according to the terms and conditions set out below.

Signed by the Exhibitor _____ Date _____

Signed on behalf of HAS _____ Date _____

Terms and Conditions

1. Contents of Exhibition

Details of the exhibition including participants, title, dates and special requirements shall be specified in *Attachment A – Exhibition Details*

HAS reserves the right to determine the final presentation/inclusion of the exhibition material.

2. Transport and Installation

The Exhibitor will be responsible for the delivery of artworks and materials to and from The Residency and their installation and de-installation. HAS staff may provide advice and assistance with installation, however, this cannot be guaranteed. The Exhibitor is responsible for leaving the gallery in the condition in which they found it. A fee of \$50hr will be charged to the Exhibitor if additional cleaning or gallery repairs are needed at the end of the hire period.

3. Fees and Charges

- a. HAS will provide The Residency Gallery to the Exhibitor for a set fee of \$130-week (\$65 week for HAS members) GST Inc.
- b. Where artworks are for sale, HAS shall be responsible for the collection/receipt of monies and will charge a commission of 35% of the total selling price (GST Exc.)
- c. Where equipment of The Residency (such as kitchen facilities, glassware, trays, urn, crockery, and cutlery) is used by the Exhibitor, all such equipment will be cleaned and put away and any breakages will be paid for by the Exhibitor

4. Promotion

Exhibitors have a choice of two options for Promotion:

1. The Exhibitor is responsible for producing promotional material for the exhibition such as invitations, posters media releases, online listings, and advertisements. Promotional material must be approved by HAS before its release and must include The Residency Logo where possible as well as the address, contact details and opening hours.
2. HAS can provide a promotion package including electronic invitations, media release, online event listings and 20 x A4 glossy colour posters and 100 x double sided glossy colour postcards for \$150. The artist must provide print quality jpeg and a jpeg image for use online.

5. Management

- a. The Exhibitor warrants that they have the authority to enter into this Agreement on behalf of the owners of any artworks/images/text/music/ or other material subject to Intellectual Property and Copyright law. Accordingly, it is the responsibility of the Exhibitor to ensure that the terms and conditions of this Agreement are acceptable to the owners and that all relevant permissions have been granted.
- b. HAS will be responsible for the overall management of activities undertaken at The Residency and will work collaboratively with the Exhibitor on relevant procedures and practices pertaining to exhibitions and associated events.
- c. HAS reserve the right to disallow any procedures or practices which are contrary to the principles of fair dealing or which endanger the safety of the public, the security of the building and its contents, and/or the public reputation of HAS and The Residency.
- d. The Exhibitor shall authorise HAS to negotiate all financial transactions concerning sales including collection/receipt of monies. HAS will hold all such monies in trust.
- e. HAS shall account to the Exhibitor for all monies taken concerning sales within 30 days of the conclusion of the Exhibition. Net proceeds of any sales will be released to the Exhibitor on the following basis:
 1. Production of a compliant Tax Invoice or
 2. Production of an Australian Business Number (ABN) and an Invoice or

3. Production of a signed “Statement by a Supplier – the reason for not quoting an ABN to an enterprise” form and an Invoice.

f. HAS will manage the collection and/or freight of sold items and will on-charge the cost of packing and freight to purchasers, including freight insurance if requested.

6. Presentation

a. The Exhibitor shall consult with HAS staff regarding the suitability of the existing facilities and equipment before signing this Agreement and shall provide all works ready for display in a manner compatible with existing display systems. No structural changes are to occur within the building (i.e. holes in walls).

b. HAS will provide an A4 catalogue of works for the exhibition (using a standard template) as well as wall signage (using a standard template).

7. Security

a. HAS shall ensure that The Residency is kept under surveillance for the duration of the Exhibition.

b. While The Residency is closed to the public, HAS shall ensure the building is covered by electronic surveillance, monitored continuously by a security company.

c. In the event of any emergency such as vandalism, fire, flooding, burglary, riot, or disturbance, HAS is the authority to act for and on behalf of the Exhibitor. HAS shall inform the Exhibitor by telephone, and as soon as practicable in writing, of any such emergency.

8. Exclusion of Liability

HAS assumes no liability for any financial loss or deficit that may be incurred by the Exhibitor.

9. Documentation

The Exhibitor agrees that HAS may document activities associated with the exhibition for recording and promoting The Residency, and to report to funding partners.

10. Construction

This Agreement contains the whole understanding of the parties and supersedes any prior agreement. Any modification or termination of this agreement must be in writing and signed by both parties. The law applicable to this agreement shall be the law of the Northern Territory.

11. Insurance

While the exhibition is within The Residency, the exhibition works will be covered under HAS insurance, provided a detailed inventory of works (with valuations) is supplied by the Exhibitor to HAS no less than one week in advance of the exhibition launch.

12. Indemnity

The Exhibitor hereby indemnifies (and keeps indemnified) the Venue Owner and its officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as ‘those indemnified’) against any:

(a) loss, damage or other liability incurred by those indemnified; and

(b) loss or expense incurred by those indemnified in dealing with any claim against them, (including legal costs on a solicitor and own client basis),

that is caused by or arises from:

- (c) an act or omission by the Exhibitor/Event Organiser, or any of their officers, employees, agents, volunteers, subcontractors, visitors or invitees in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense; and/or
- (d) a failure by the Exhibitor to comply with any or all the Exhibitor/Event Organiser's obligations under this Agreement.

13. Disputes

Should any dispute arise concerning any matter referred to in this Agreement, the dispute will be referred to the arbitration of two (2) arbitrators, one to be appointed by each party. In the event of two arbitrators disagreeing, the dispute will be referred to an umpire selected by the arbitrators.

Attachment A – Exhibition Details

Exhibition Title

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Exhibitor

<i>Name</i>	<i>Telephone</i>	<i>Email Address</i>

After Hours Emergency Contact

<i>Name</i>	<i>Telephone</i>	<i>Email Address</i>

HAS Contacts

<i>Name</i>	<i>Position</i>	<i>Telephone</i>	<i>Email</i>
Primary Contact	Projects and Media Development Officer	8953 6073	heritagealicesprings@telstra.com

Dates and Times

<i>Activity</i>	<i>Date</i>	<i>Time</i>	<i>Notes</i>
Exhibition installation			
Exhibition opening			
First public viewing day			
Other – i.e. workshop/artist talk			
Last public viewing day			

Exhibition pack up and collection of work		
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Areas of Use

<i>Activity</i>	<i>Venue, Facilities, Equipment</i>	<i>Notes</i>
Exhibition	Gallery (walls and plinths)	
Exhibition opening	Kitchen, main breezeway and northern veranda	
Other – i.e. workshop/artist talk		

Exhibition / Event Hours

Special Requirements

Tuesday - Friday	10am – 3pm	
CWA Devonshire Tea Sundays	10am – 2pm	
Other – By Negotiation	By Negotiation	