

Arts Waikato Gallery Contract Template. No responsibility is accepted by Arts Waikato for contractual issues arising from the use of this template. Please modify this template to suit your purposes and we recommend seeking legal advice for any contractual documents.

Gallery XXX

Address

Exhibitor Agreement

Originality, labelling and Exhibitor Profile: All works must be original and preferably signed and dated. They must be clearly labelled and priced (GST inclusive, regardless of whether or not the artist is GST registered) with an accompanying list summarising this information. Exhibitors will supply a one-page profile describing their work, background, awards received plus relevant previous exhibition details. Please keep the Gallery updated with any changes in profile – e.g. awards received etc. This will assist with the promotion of your work.

Saleability: All work must be ready for sale, well framed and strung or fitted ready for hanging.

Transport: The costs of delivery of works to Gallery XXX and the return of unsold work is the responsibility of the exhibitor.

Packaging: When using couriers or transport companies, work must be securely packed in materials that can be used to repack for return if the work is unsold. Delivery and return of work is at the exhibitor's cost. Any claim for work broken or damaged in transit remains the responsibility of the exhibitor.

Risk and Insurance: Gallery XXX will take all care, but accept no responsibility for any loss or damage that occurs. Exhibitors should arrange their own insurance.

Gallery XXX Commission: Gallery XXX will retain a commission of ??% of the retail price on all sales of exhibitor's work. The resulting amount is the exhibitor's price and will be paid to the exhibitor regardless of whether they are registered for GST or not. It is the Exhibitor's responsibility to take into account any GST content when listing the Exhibitor's price. It is Gallery XXX's intention to pay exhibitors within 7 days of receipt of cleared funds (following deduction of the commission as above). Cheques will not be accepted by Gallery XXX in payment of Exhibitor's work, unless the item is held pending clearance of the cheque (5 working days from receipt of payment). Preferred payment will be by EFTPOS or Credit Card. Cash will also be accepted as will Bank Cheques (treated as cleared funds).

Any works sold by the Exhibitor within one month of being exhibited at Gallery XXX will attract commission at the rate of XX% of the sale price if the work was first viewed at Gallery XXX.

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Exhibition Fee: The Exhibitor shall pay a fee of \$XXX for each X week period (or part thereof). Any commission generated from the sale of artworks shall offset such payment to the extent that the total amount paid shall be the commission paid to the Gallery or \$XXX - whichever is the greater.

Negotiation of Asking Price: The exhibitors price **is / is not** negotiable (circle one). Gallery XXX **has / does not have** (circle one) authority to negotiate within a 10% range without first contacting the exhibitor.

Lay-bys: Gallery XXX **has / does not have** (circle one) authority to negotiate lay-bys of the exhibitor's work provided the customer pays at least a 30% deposit and agrees to pay the balance within 3 months or such longer term as may be agreed by the exhibitor but not exceeding 6 months. All lay-bys must be documented on the standard Gallery XXX lay-by agreement. Exhibitors will be paid following receipt of the final lay-by instalment, in the same manner a payment is made following the sale of a work.

Promotion: The Exhibitor is required to assist in the promotion of Gallery XXX and their own work while their work is on display in the gallery. The Exhibitor will be responsible for arranging media coverage of the exhibition. Any other advertising or promotion required by the Exhibitor must be approved by Gallery XXX prior to any contract being entered into and where there is a cost associated this shall be the responsibility of the Exhibitor, unless other arrangements are made with Gallery XXX.

The Exhibitor is not to be involved in the day to day running of the gallery and their presence on the gallery floor in a sales capacity shall be by mutual agreement with the Gallery management.

Personal Details and Commissioned work: Gallery XXX will not give Exhibitor's personal details to any member of the public. Any commissioned work arising from the exhibition is undertaken with the Gallery acting as "Agent" and as such the usual sales commission applies.

Standard of Work: Gallery XXX reserves the right to refuse work that in the opinion of gallery management is of a poor standard or has a subject matter that may cause offence.

Confidentiality: At all times the Exhibitor must respect the confidentiality of the Gallery's activities. The Exhibitor shall have no access to any documentation, cash books, receipts, cash etc used in the operation of the Gallery. In the event that the Exhibitor should come into contact with any such documentation, strict confidentiality is to be observed on the part of the Exhibitor.

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Self Interest: As a guest of Gallery XXX it is expected that at all times the Exhibitor will act to promote the interests of the Gallery. During your time at the Gallery it is expected that you will not seek to make personal gain, except from the sale of exhibited works. Personal gain shall include but not be limited to the following: securing of Gallery XXX patrons' e-mail addresses for your own use, the promotion of works not exhibited with a view to subsequent sale without commission, subsequent correspondence/communication with Gallery XXX customers with a view to sale of art works, using your presence at Gallery XXX to in any way further personal marketing efforts that do not involve Gallery XXX..

The Exhibitor and Gallery XXX have read and agree to the above terms and conditions in respect of exhibition at Gallery XXX.

Exhibitor's Name:.....

Signature:

Date:

For Gallery XXX:

Date:

Exhibitor's Contact:

Address:

.....

.....

Telephone:

Cellphone:.....

Email:.....

Website:.....