

## ARTIST AGREEMENT FORM

Ministry of Art Exhibition Rates and Costs

- Gallery hire for one-week exhibition - \$2,500 per 2 week show plus GST
- Plus 35% commission from all sales (on the pre GST price).
- Waitressing, drinks service for opening nights, general tidying and cleaning (at a cost of \$80per staff member)

**Ministry of Art will:**

- Design and produce a digital invitation for the artist opening night.
- Contact Ministry of Art client base for opening night.
- Promote artist exhibition on the Ministry of Art website and at the gallery for the duration of the exhibition.
- Prepare and distribute media releases to promote exhibitions to appropriate press.
- Supervise the gallery and sale of work.
- Provide public liability insurance.
- Organise opening night and provide bar staff (at a cost of \$80per staff member)
- Provide assistance with artist's biographies and details.
- Hang all artwork professionally.
- Advise and assist with recommending and organising alcohol and finger food for opening night (but the artist will pay for the alcohol and finger food).
- Pay the artist for artwork sold, less commission and costs, once all the unsold artwork is picked up from the gallery after an exhibition.

**Artists/Exhibitors are responsible for:**

- Paintings prepared ready to hang with large D rings and plastic coated wire
- Provide a list of works, including titles and sizes
- Sign and title all works
- Accepting all liability for your artwork during its exhibition at Ministry of Art.
- Arrangements and cost of insurance (except public liability insurance).
- Arrangements and transporting of artwork to and from Ministry of Art.
- Paying for beer, wine and light food for the opening night (Ministry of Art can help you arrange this).
- Pay for any hard copy invitations you require to hand out or mail out (you organise printing or Ministry of Art can help you. We will provide you with the digital artwork).
- Pay for any postage required.
- Picking up all unsold artwork the day after the exhibiton closes (or by prior arrangemnt with Ministry of art).

A storage fee of \$30 per day will be charged for artwork not picked up by the agreed date.

Unless paintings are, by arrangement with **Ministry of Art**, to remain for a period in the stock room.

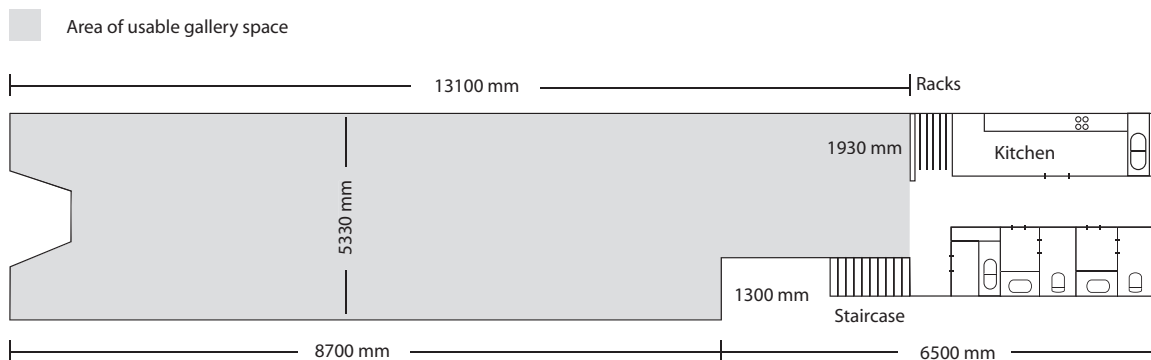
**Conditions**

- Ministry of Art will design the exhibition opening invitations in order to maintain a professional standard look and image for Ministry of Art.
- All artwork must be delivered to Ministry of Art no later than Monday 12 noon, of the same week of the opening exhibition.
- Ministry of Art will not accept works late, wet or unfinished.
- You must tell us if you are represented by an agent or gallery.
- Ministry of Art will take all reasonable care but accepts no responsibility for art works damaged by fire, theft, storms, flood or accident. It is the responsibility of the artist/exhibitor to obtain appropriate insurance cover.
- Bookings are only confirmed upon receipt of a non-refundable deposit of \$500.
- A digital image of a featured artwork must be emailed to Ministry of Art in order to create an invitation. Or, Ministry of Art can take the photo of the artwork by arrangement.
- The balance of the gallery hire is payable 6 weeks prior to the exhibition opening and is non-refundable.

**Exhibition Arrangements**

- Exhibitions run for two weeks.
- Opening night exhibitions are on Thursdays, 6- 9 pm
- Gallery hours are Friday 6 - 9pm, Saturday & Sunday 12 noon – 4pm during exhibitions, or otherwise by appointment.
- Exhibition openings are supervised by gallery staff.

**MOA Dimensions**





# MINISTRY OF ART

## 1. What your hire fee covers:

- Gallery hanging & lighting
- Curatorial advice
- Invitation artwork
- Free listings in Art Almanac
- Media, free-listings
- e-mail newsletter circulation to ministry of art database (1800+)
- Access to targeted mailing list (shared charges apply for in-house organised mail-out, standard DL envelopes provided)
- Access to preferred printer & designer
- Strong presence on Ministry of Art website
- All power & outgoings
- Staffing during weekend gallery hours
- Access to basic kitchen & bar facilities
- Air conditioning & heating

## 2. What your responsibilities are:

- transportation of artworks to and from gallery
- additional costs incurred on your behalf
- restoration of the relevant gallery space to its original condition
- assisting in keeping your gallery space clean and tidy condition during the course of your exhibition

## 3. Additional charges

- Staff for opening functions
- Hire of additional glasses for opening functions if deemed necessary by gallery management
- Credit Card facilities

## 4. Additional charges you may incur

- All costs associated with postage & printing of invitations, catering for opening night functions, additional insurance.
- Staffing of gallery on weekends
- Printing of price lists & CV's
- Additional lighting and sound if required
- Additional plinths or pedestals (construction or hire)
- Insurance of property and artworks

## 5. Promotional support and standards

The invitation is done for you. The artist is to supply:

- a high resolution file (300dpi) of the image they wish to use,
  - details of the image (title, media, size, year),
  - an artist's statement and title for the exhibition
- b) Ministry of Art has its own website ([www.artministry.com](http://www.artministry.com)) with a regularly updated 'what's on' section. Ministry of Art can place information about your exhibition onto this section of the website from approximately six weeks before your opening. For this to occur we require a short blurb about your work (80 – 120 words) and a low resolution .jpg image of at least 650px wide.
- c) Ministry of Art sends e-mail every 2 weeks to our mailing list. Once you have provided appropriate media information you will be included in this newsletter. The email newsletter is sent to 1800+ contacts.
- d) Ministry of Art will send information about your exhibition to our media contacts on your behalf, however to do this we require that you send us a media release and 3 – 5 images at least 5 weeks prior to the opening of your exhibition.
- e) Proofing – All marketing collateral must be approved by Ministry of Art staff prior to being printed and/or distributed.

## 6. Sale of works:

Conditions of use valid from 15 January 2014 unless superseded.

- Ministry of Art staff will negotiate the sale of art works during weekday gallery hours and at opening functions. No commission is charged for this but bank fees and processing costs may be incurred.
- Non removal of works - All works, including sold pieces, must remain on display during the exhibition.
- Full payment before hand-over - Where Ministry of Art has been responsible for the sale of an item for you the work will not be handed over to the purchaser until full payment is received.
- Framing and delivery costs are the responsibility of the purchaser unless other arrangements are made. Any change in arrangements must be conveyed to us in writing.
- In the event that you have managed your own sales, or receive follow on sales, we request that you let us know a total number of sales and monetary amounts. This information would be extremely useful to us for our records, and we have no intention of asking for commission or any other financial gain. We would keep all such information private and use it only towards our total yearly figures.

**6. Installation and Dismantle:**

a) Curatorial advice

Ministry of Art maintains a reputation for the quality of its exhibitions and the standard of its exhibiting artists. To ensure the continuity of this high standard of presentation Ministry of Art retains the right for final approval for all work displayed to ensure that the artist and the gallery are presented to the fullest advantage.

b) Lighting

Gallery lights must not be adjusted or refocused except by a gallery technician. This is normally done either Wednesday afternoon between 2.00pm and 5.00pm or Thursday morning from 9:30am – 11.00am but may be altered to fit in with specific exhibitions by prior arrangement. Artists should be present to ensure that this is done to their satisfaction.

c) Fixing and fixtures.

Exhibiting artists should discuss appropriate fixing techniques with the gallery staff before commencing installation.

d) Removal of works and dismantling of exhibition.

The exhibition should be dismantled and all works (excepting those where purchaser pick-up has been arranged) should be removed at the conclusion of your final exhibition day.

It is the hirer's responsibility to patch and repaint the gallery walls where necessary before the conclusion of their hire period. Ministry of Art will provide all material (filler, paint, brushes etc).

Costs will be incurred if the gallery space is not returned to a good condition.

**7. Exhibition launches and artist functions:**

a) Exhibition openings are normally held from 6 – 9pm on the first Thursday of your exhibition. The gallery can provide full assistance and support for these functions.

The gallery manager will discuss arrangements for your opening function with you.

b) The venue has a limited capacity, guest numbers should be discussed in advance.

c) Use of Galleries for other activities

Ministry of Art retains the right to program one-off events during your hire period. Any event programmed will be scheduled to run outside of normal gallery hours, have minimal effect on your exhibition and be completely packed up before the gallery re-opens. A Ministry of Art staff member will be present for the duration of any event to ensure the security of your artwork. These events are considered of benefit to exhibiting artists through additional exposure provided to new audiences.

c) Ministry of Art exhibitions and opening functions are free to the public unless by specific prior arrangement.



# MINISTRY OF ART

If you wish to exhibit or make any enquiries about Ministry of Art please contact the Directors:

- Christopher Seater 0403 375 557 seater@artministry.com.au

Or visit the website at [www.artministry.com.au](http://www.artministry.com.au)

## How to find Ministry of Art

- 238 St Kilda Road, near the corner of Arygle St, St Kilda  
(On the same side of, and one block up from the Post Hotel).
- Car parking in St Kilda Rd and nearby.
- Ministry of Art is near tram stop no 35 (trams 3, 67)
- The nearest train station is Balaclava - 15 minutes walk from there, or you can catch a tram up to St Kilda Road.

## Important

Information and prices were correct at the time of publishing, March 2014, but are subject to change.

Please confirm details with Ministry of Art when booking an exhibition.

I, the undersigned agree to the conditions contained herein.

(Print) Full Name

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Signature

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Date

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I am registered for GST:      Yes              No

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Ministry of Art reserves the right to vary any conditions or prices contained herein without notice.

For: Ministry of Art Administration only

Exhibition booked: from \_\_\_\_\_ to \_\_\_\_\_

Ministry of Art Pty. Ltd. A.B.N. 33 166 335 039 (hereafter known as the Licensor) agrees to License the Venue to the Licensee subject to the following terms and conditions:

#### **1 For the purpose of this Agreement:**

1.1 This agreement is subject to the laws of the State of Victoria, Australia

1.2 Nothing in this agreement shall constitute a tenancy between the parties

1.3 This agreement together with its annexures constitutes the entire contract between the parties

1.4 This agreement may not be amended except by writing signed by the parties.

1.5 Where the Licensee comprises more than one party, the obligations of such parties are joint and several; The Licensee includes its successors and assigns; and Licensee includes the Licensee's employees, agents and contractors; and

1.6 The singular includes the plural and vice versa.

#### **2 Hiring**

2.1 The hiring shall entitle the Licensee and its Guests to use the areas as set out in the schedule together with the Common Areas of the Venue during the Hire Period or the Hire Date for the purpose set out in item 4 of the Schedule.

2.2 During hire periods where the venue is not occupied Ministry of Art reserves the right to use the space for other purposes where such purposes do not conflict with the Licensee's use of or programming for the venue.

#### **3 Conditions of use**

3.1 The Licensee shall at all times comply with the Conditions of Use for the venue and such conditions that Ministry of Art as from time to time may deem to be appropriate. The current Conditions of Hire will be available online at The Licensor's web site and from The Licensor's administrative staff.

#### **4. Deposit and Charges**

4.1 The Licensee must pay The Licensor:

(a) the Deposit on signing this Agreement;

(b) and

(i) if the Licensee is a Performer, the balance of the

Charges must be paid within seven (7) days of the issue of an invoice by The Licensor following the final Performance of the Licensee; and (ii) if the Licensee is an Exhibitor, the balance of the Charges must be paid at least twelve weeks before the commencement date for the Exhibition; and

(iii) if the Licensee is for a Catered event or private function the balance of the Charges must be paid ten days before the Event.

4.2 The Licensor may use the Deposit in satisfaction or part satisfaction of any amount due to The Licensor pursuant to this Agreement.

4.3 Unless otherwise specified, all Charges and other amounts payable by The Licensor pursuant to these terms and conditions are exclusive of GST (as defined in the A New Tax System (Goods and Services Tax) Act 1999 and the Licensee shall pay GST in addition to those Charges and other amounts payable.

#### **5 Caterer's and Exhibitors' Bond**

5.1 If the Licensee is an Exhibitor or Caterer, the Licensee will be required to pay a security deposit equivalent to 25 per cent of the Venue Hire Charges which will be refunded in full to the Licensee unless:

(a) the Licensee defaults under this Agreement; or

(b) the Venue, Common Areas or the Facilities are damaged by the Licensee or its Guests, in which case, The Licensor may retain sufficient monies to make good that damage

(c) There are outstanding fees and charges pertaining to the hire the payment of which may be satisfied by payment of all or portions of the bond, the remainder of which will be returned to the Licensee.

#### **6 Termination of Hire**

6.1 The Licensor may cancel the hiring at any time prior to or during the Event if:

(a) the Licensee fails to fulfil any of its obligations in accordance with this Agreement;

(b) the Licensee alters the purpose, nature or content of the Event without The Licensor's prior written approval;

(c) The Licensor becomes aware of conduct by the Licensee or its Guests which could jeopardise public safety or carry the risk of personal injury or damage to property or damage to The Licensor's reputation; or

(d) if any other circumstance arises which in The Licensor's opinion makes it necessary to terminate the hiring.

6.2 Without limiting The Licensor's rights under clause 11, The Licensor may in its discretion also impose restrictions on the use of the Venue or the Event.

6.3 The Licensee agrees not to make any claim against The Licensor with respect to:

(a) any termination of the hiring; or

(b) any imposition of restrictions in accordance with clause 11.

#### **7 Arbitration**

7.1 In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of The Licensor, or other authorised delegate shall be final and conclusive.

#### **8 Additional charges**

8.1 If the Licensee cancels or postpones the hiring, the Licensee shall forfeit the Deposit and must pay to The Licensor (within 7 days of receipt of an invoice) any costs incurred by The Licensor in relation to the cancellation.

8.2 The Licensee must pay to The Licensor any additional costs or expenses incurred by the Licensee in relation to the Event including but not limited to the cost of the repair of any damage to the Venue or any other property in or about the Venue caused by the Licensee or its Guests, fair wear and tear excepted.

#### **9 Services**

9.1 The Licensee agrees that The Licensor is not liable for any claim whatsoever arising from a failure by The Licensor, its agents or contractors to provide any of the Services:

(a) during the Event; or

(b) to the standard required by The Licensor.

9.2 The Licensor may in its discretion impose conditions upon

any services will be provided including the requirement that the services shall be provided at the Licensee's cost.

#### **10 House Seats**

10.1 When the premises are hired, four (4) seats per performance shall be reserved without charge for The Licensor's use. Any such seat not claimed by The Licensor before a performance may be returned for general sale on the day of the performance.

#### **11 Hirer's general obligations**

11.1 The Licensee must, and must ensure that its representatives, agents or Guests:

11.2 At all times obey all building, health, fire and local codes

and by-laws and shall do nothing to endanger The Licensor's occupancy of the premises. In particular not block or obstruct any designated exits access areas or fire protection equipment

11.3 do not behave in a dangerous, noisy, offensive or illegal manner;

11.4 do not do anything which is or is likely to be detrimental to the operation, prestige, reputation or image of The Licensor;

11.5 comply with all directions and instructions given by The Licensor in relation to any aspect of the Event;

11.6 do not cause any damage to the Venue or any other property in or about the Venue;

11.7 keep and leave the Venue in a clean and tidy condition at the end of the hiring;

11.8 do not overload any part of the Venue beyond its maximum permitted loading or permit more than the maximum number of Guests approved by The Licensor to attend the Event;

11.9 do not make any alterations to the Venue or install any fixtures or fittings without The Licensor's prior written consent;

11.10 vacate the Venue and immediately remove all belongings and other things brought to the Venue by the Licensee and any of its Guests at the conclusion of the Hire Period or Hire Date;

11.11 do not hinder or obstruct The Licensor and its employees agents or contractors or any other person permitted by The Licensor or authorised by law to exercise his or her duties in or about the Venue;

11.12 do not misuse, overload or interfere with the Venue's Facilities, fittings or equipment; and

11.13 obtain The Licensor's prior written approval for any Display to be used or installed at the Venue.

#### **12 Hirer's Responsibility**

The Licensee shall be responsible for all acts or omissions of its employees, agents, contractors and Guests.

#### **13 Insurance and Indemnity**

13.1 The Licensee must:

(a) maintain for the term of the hiring the insurance specified in item 9 of the Schedule; and

13.2 The Licensee indemnifies The Licensor against all claims, losses, actions, damages, costs and expenses arising out of or in connection with the failure of the Licensee or its Guests to perform or observe any of its obligations under this Agreement.

#### **14 Copyright**

The Licensee warrants to The Licensor that all Performances or Exhibitions at the Venue shall be carried out with the necessary consent, authorisation or permission and that no such performance shall infringe the copyright or other intellectual property rights of any person.

#### **15 Security**

The Licensee shall:

- (a) be responsible for the provision of security and safety of everyone in attendance at the Venue;
- (b) ensure that all keys and passes to the Venue are kept in charge of persons authorised by The Hirer;
- (c) not make or permit any duplicates of such keys or passes to be made;
- (d) immediately return such keys and passes to The Licensor on the expiration of the hiring; and
- (e) ensure the Licensee's employees, agents, contractors and Guests are properly supervised at all times.

#### **16 No Representation**

The Licensee acknowledges that The Licensor does not warrant or represent that the Venue or any of the Facilities or Services will be suitable for the Event and the Licensee shall not make any claim against The Licensor with respect to the standard of the Venue, the Facilities or the Services.

#### **17 Reservation of Rights**

The Licensee acknowledges the right of The Licensor and all other persons The Licensor may authorise to free and unrestricted access to the Venue without hindrance or charge during the hiring period.

#### **18 Rights Personal**

The Licensee's rights under this Agreement are personal to the Licensee and may not be assigned or otherwise dealt with by the Licensee without the prior written consent of The Licensor.

#### **19 Notices**

Without limiting any other lawful means of the giving of notice, it is sufficient for The Licensor to give any notice, invoice or other communication under this Agreement by leaving it at or sending it by prepaid post, facsimile or electronic transmission to the relevant contact address of The Licensor set out in item 1 of the Schedule or to such other address as may be notified by the Licensee to The Licensor.

#### **20 Trading Hours**

20.1 No evening Performance or Exhibition shall conclude later than 11pm without the prior written consent of The Licensor.

20.2 No function shall conclude later than 12.30am on any day.

20.3 Where the final performance for a season occurs on a Sunday the performance must conclude by 8pm with the bump-out concluding by midnight of that day

#### **21 Sale of Liquor**

21.1 All supply of liquor including sales will be conducted by The Licensor.

21.2 All proceeds from the sale of liquor and other beverages over the bar will be retained by The Licensor.

21.3 All liquor sales must conclude by 11pm and the consumption of liquor must conclude by 11:30pm.

#### **22 Box Office**

22.1 The Licensor shall have sole control and supervision of the box office.

22.2 In the event the Space Hire Charges are not paid in full in advance, all Box Office Proceeds from the sale of admission tickets to a Performance must be provided to The Licensor by the Licensee to be banked in a bank account in the name of The Licensor and be held in trust by The Licensor until at least seven (7) days after the final Performance of the Licensee.

22.3 Should a Licensee default in the payment of any monies under this Agreement, The Licensor may retain sufficient monies from the Box Office Proceeds to pay for any loss or damage suffered by The Licensor arising from the Licensee's default.

#### **23 Alterations to Venue or Facilities**

23.1 The Licensee shall not make any alterations or repairs to the Venue or the Facilities without the prior written consent of The Licensor.

23.2 The Licensor reserves the right to accept or reject any contractor or repairer proposed by the Licensee.

23.3 The Licensor reserves the right to remove or make safe, or to correct any violation as may be deemed necessary in order to bring The Licensor's production into all applicable safety rules if the Licensee fails to comply when requested by The Licensor.