

LOAN OF ARTWORK FOR A PUBLIC EXHIBITION

between

City Recital Hall Limited

ABN 43 606 955 293

and

ARTIST NAME

ABN **number**

Date: xxx

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THIS IS AN AGREEMENT BETWEEN:

City Recital Hall Limited, ABN 43 606 955 293

of 2-12 Angel Place, Sydney NSW 2001, Telephone: 02 9231 9000 (**Exhibitor**)

AND

ARTIST NAME, ABN **number**

of **ADDRESS, TELEPHONE** (**Artist**)

the parties agree as follows:

1. *The Exhibition*

- 1.1. The Artist agrees to lend the artwork described in the Schedule (**Work**) to the Exhibitor for the period from **xxx** (**Term**) for the purpose of a group exhibition to be held at City Recital Hall, 2-12 Angel Place, Sydney NSW 2000 entitled **The Exhibition Project**.

2. *Payment*

- 2.1. The Artist agrees that there is no participation fee for the loan of the Work for the Exhibition.
- 2.2. The Artist is entitled to sell the works.
- 2.3. The Exhibitor will be responsible for the collection of monies from sales, and will remit the proceeds to the Artist, less commission, within 7 days following the end of the Exhibition. The Artist shall provide banking details to the Exhibitor via email to elaine.chia@cityrecitalhall.com

3. *Transport and installation*

3.1. The Artist must:

a arrange and pay for the cost of:

- i. packing, installation and transport of the Work from and to the Artist's premises to and from the Exhibition premises unless other arrangements have been made with and agreed to by the City Recital Hall in writing; and
- ii. transit insurance;

b ensure that packing, installation, repacking and transport are carried out by suitably qualified personnel;

3.2. The Exhibitor must:

- a retain all original packing materials and use them for repacking the Work at the end of the Exhibition; and

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- b follow all packing instructions given by the Artist, should the Artist require the Exhibitor to repack the Work at the end of the Exhibition.

4. *Exhibition costs*

- 4.1. The Costs of the Exhibition will be covered by the Exhibitor, and will include, but not limited to
 - a e-invitations
 - b Event and refreshments for exhibition opening function
 - c Costs relating to the installation and deinstallation of the Exhibition

5. *Sale of Work*

5.1. The Artist will:

- a Provide the Exhibitor with all necessary information on the Works that are offered for sale, including price and any other information (for example, framed, unframed, editions);
- b Be available to follow up with any interested party or potential buyer of the Work as connected by the Exhibitor;
- c Inform the Exhibitor of any Works sold.

5.2. The Exhibitor will:

- a Offer for sale the Work at the price set by the Artist through artwork labels and room sheets;
- b Inform any interested party or potential buyer of the Work of the contact details of the Artist.

6. *Exhibitor's duty of care for Work*

6.1. The Exhibitor acknowledges that the Work loaned always remains the property of the Artist.

6.2. The Exhibitor must:

- a handle the Work with special care at all times to prevent damage or deterioration to the Work that is not a characteristic of the Work;
- b ensure the safe protection of the Work at all times, including but not limited to protection from:
 - i hazards of fire, flood, theft, dirt, food, drinks, smoking; or
 - ii handling by unauthorised or inexperienced personnel, including but not limited to members of the public; and
- c store and install the Work only in a place that is equipped with adequate fire detection, protection and security monitoring systems.

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7. *Insurance and indemnity*

- 7.1. The Exhibitor must take out and maintain adequate insurance cover against loss, damage, theft and destruction of the Work for the Term. The insurance must be for a sum not less than the agreed value of the Work as listed in the Schedule;
- 7.2. If the Work has been damaged and is reparable, the Exhibitor must promptly pay the Artist the reasonable costs of repair to the Work or, if the Artist consents to the Exhibitor making the repair, repair the Work to the Artist's satisfaction.
- 7.3. If the Work has been lost, stolen or irreparably damaged, the Exhibitor must:
 - a promptly notify the Artist in writing; and
 - b pay the Artist the agreed value of the Work as listed in the Schedule.

8. *Maintenance and repairs*

- 8.1. The Exhibitor:
 - a accepts responsibility for maintaining the Work. If the Work is deteriorated or damaged and is reparable, the Artist must, if possible, be consulted and given the opportunity to carry out the necessary repairs. The Exhibitor must pay the costs of repair in accordance with clause 8.2;
 - b is entitled to remount, reframe or provide a backing board for the Work;
 - c is entitled to substitute perspex for glass and vice versa; and
 - d must return the Work to the Artist in the original frame or mount unless other arrangements are made between the Artist and the Exhibitor in writing.
- 8.2. If the Work is constructed of non-durable materials, or if change or decay is in any way the essence of the Work, the Exhibitor will not be obliged to attempt to prevent any deterioration or make good any damage to the Work which is attributable to that fact.

9. *Return of Work*

- 9.1. The Artist agrees to arrange for the removal of the Work from the Venue.
- 9.2. If the Work has not been collected within 3 weeks after the cessation of the Exhibition, the Exhibitor may, after having made all reasonable efforts to locate the Artist and return the Work:
 - a place the Work in storage with any warehouse company at the account and risk of the Artist;
 - b retain possession and charge storage fees at the rates quoted by any such warehouse company; and
 - c carry insurance of the Work at the Artist's cost.
- 9.3. If the Work has not been collected within 3 months after the cessation of the Exhibition, the Exhibitor may, after having made all reasonable efforts to locate the Artist and return the Work, exercise a right of sale over the uncollected Work and apply any sale monies to the storage and

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insurance charges payable by the Artist under clause 10.3. Any balance owing will be placed in a trust account and be recoverable by the Artist as a debt.

10. *Catalogue*

- 10.1. If the Exhibitor publishes a catalogue of the Exhibition, the Exhibitor will have full responsibility for the selection of the catalogue writer, editorship of its text and reproductions, and its design.
- 10.2. The Exhibitor must consult the Artist to confirm the veracity of the proposed text of the catalogue insofar as it relates to the Artist and the quality of the proposed reproductions of the Work.
- 10.3. The Artist must provide to the Exhibitor any information which the Exhibitor requires for the catalogue (including reproduction-quality images of the Work and of earlier works if requested).
- 10.4. The Exhibitor will give the Artist two free samples of the catalogue.

11. *Copyright*

- 11.1. The Exhibitor may reproduce the Work or any part of the Work only in consultation with the Artist and, unless the parties have agreed otherwise in writing, for the sole purposes of:
 - a publicity and critical review;
 - b any catalogue under clause 11; and
 - c creating a non-commercial archive, non-lending reference or database of the Exhibition.
- 11.2. The Artist warrants that the Artist is the owner of all copyright in the Work or has obtained all necessary permissions to permit the uses of the Work under this agreement.
- 11.3. The Exhibitor must forbid the taking of any photographs of the Work or any part of the Work by any member of the public without the Artist's prior written consent.

12. *Moral Rights*

- 12.1. The Exhibitor must appropriately identify the Artist in all publicity of the Exhibition, catalogues and any authorised reproduction of the Work as the creator of the Work as follows:

ARTIST NAME
- 12.2. The Exhibitor must consult with the Artist and use the Exhibitor's best endeavours to ensure that the Work is displayed in a manner that is fair, accessible to the public and does not infringe the Artist's right of integrity of authorship in the Work.
- 12.3. The Exhibitor must not alter, modify, destroy or do anything that would compromise the integrity of the Work or permit anyone else to do so while the Work is in the Exhibitor's care.

13. *Archive*

- 13.1. In respect of any information which the Artist provides to the Exhibitor for an archive, the Exhibitor must:

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- a properly maintain the archive;
- b not use, or intentionally permit others to use the archive material for any purpose not specified in clause 12.1 without the Artist's prior written consent; and
- c return the archive material to the Artist if the archive is disassembled or the Exhibitor ceases to be solvent.

14. *Withdrawal of the Work*

- 14.1. The Artist may, without liability, withdraw the Work from the Exhibition before the Exhibition.
- 14.2. The Artist may, without liability, withdraw the Work during the Exhibition as long as it is replaced with an approved substitute Work for the remaining duration of the Exhibition. The Artist shall be responsible for the installation and deinstallation of the withdrawn and substitute Work.
- 14.3. If the Artists withdraws the Work from the Exhibition under clause 15.1, the Artist must collect the Work within 3 days of the withdrawal of the Work.
- 14.4. The Exhibitor may withdraw the Work from the Exhibition. If the Exhibitor withdraws the Work, the Exhibitor must provide reasons for the withdrawal.

15. *Disputes*

- 15.1. If a dispute or disagreement (**Dispute**) arises between the parties in connection with this agreement:
 - a one party must notify the other party in writing about the Dispute (**Notice of Dispute**); and
 - b neither party may start any litigation or arbitration in relation to the Dispute until the parties have complied with this clause.
- 15.2. The parties should meet within 14 calendar days after receipt of the Notice of Dispute and hold good faith discussions to attempt to resolve the Dispute.
- 15.3. If the Dispute is not resolved within 28 calendar days after receipt of the Notice of Dispute, the parties agree to submit the Dispute to mediation according to the Arts Law Centre Mediation guidelines current at that time (**Guidelines**). These Guidelines are part of this agreement.
- 15.4. If the parties are not able to agree to a mediator, the Arts Law Centre must appoint a mediator.
- 15.5. The parties must continue to perform their respective obligations under this agreement despite the existence of a Dispute.

16. *General provisions*

- 16.1. The parties acknowledge that the Artist is an independent contractor and that nothing in this agreement creates any relationship of partnership or employment between the parties.
- 16.2. A notice required to be given under this agreement may be delivered by hand, or sent by pre-paid post or fax to the address of the party indicated at the top of this agreement. Notices are

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taken to have been served when received, or within 2 business days of having been sent, whichever occurs first.

- 16.3. Neither party may assign, subcontract, novate or otherwise divest this agreement or any of the rights or obligations under this agreement without the other party's prior written consent. This consent must not be unreasonably withheld.
- 16.4. Subject to clause 17.6, this agreement is the entire agreement between the parties regarding its subject matter. Any previous understanding, agreement, representation or warranty relating to this subject matter is replaced by this agreement and has no further effect.
- 16.5. Nothing in this agreement transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.
- 16.6. This agreement may only be modified by a written amendment signed by the parties.
- 16.7. Invalidity of any clause of this agreement will not affect the validity of any other clause except to the extent made necessary by the invalidity.
- 16.8. This agreement is governed by the law in force in New South Wales. The parties submit to the jurisdiction of the courts of that State and any court competent to hear appeals from those courts.

executed as an agreement

Signed by the Exhibitor:

Signature:

Name (PRINT):

Date:

Signed by the Artist:

Signature:

Name (PRINT):

Date:

SCHEDULE

THE WORK

No.	Title	Medium	Dimensions	Condition/Framing	Edition and other details (e.g. sold framed, unframed)	Value	Sale Price
1						\$	\$
2						\$	\$
3						\$	\$
4						\$	\$
5						\$	\$
6						\$	\$
7						\$	\$
8						\$	\$
9						\$	\$
10						\$	\$
	Add more rows as required						