



2- 24 Wellington Street Waterloo NSW 2017 0488 079 667 info@thewellingtongallery.com

## RENTAL AGREEMENT

This is an agreement between **The Wellington Gallery** of **2-24 Wellington Street Waterloo, NSW 2017** hereinafter called the **“Gallery”** and the Artist or group of Artists below hereinafter called the **“Exhibitor”**

ARTIST’S NAME	CONTACT NUMBER
ADDRESS	

### 1. Exhibition

The Gallery agrees to exhibit the works of the **Exhibitor** for the agreed **Rental Fee** and agreed **Rental Duration**. The exhibition installation and presentation will be planned in consultation between the **Exhibitor** and the **Gallery**.

Place of Exhibition: **The Wellington Gallery of 2-24 Wellington Street Waterloo, NSW 2017** (the **Venue**) Gallery

Space(s): \_\_\_\_\_ (identify which of Space 1, Space 2 or Space 3 the Exhibitor works will be located in)

**Rental Period:** Wednesday \_\_ / \_\_ / \_\_\_\_ 10am, until Sunday \_\_ / \_\_ / \_\_\_\_ 4pm.

**Rental Duration:** \_\_ week/s

### 2. Exhibition Costs

- i. The agreed **Rental Fee** for the hire of the **Venue** for the **Rental Duration** stated in **Section 1** is \$ \_\_\_\_\_ dollars, plus GST.
- ii. There is no commission payable by the **Exhibitor** to the **Gallery** for sold works.

- iii. The **Exhibitor** agrees to pay a non-refundable deposit of 50% of the **Rental Fee** upon signing this agreement so as to confirm their booking.
- iv. The **Gallery** has no obligation to proceed with the exhibition if the full **Rental Fee** has not been received on or before the first day of the **Rental Period**.

### 3. **Publicity and Promotion**

- i. The **Gallery** agrees to design and send out e-invitations to its email address list and promote the exhibition on its social media. As such it is the **Exhibitor** responsibility to supply the **Gallery** with a minimum of two (2) quality images of the work to be exhibited at least one (1) week prior to the commencement of the **Rental Period**. The gallery will provide these e-invitations to the **Exhibitor** to send out if requested.

### 4. **Prior to Exhibition**

One week prior to the commencement of the **Rental Period** the **Exhibitor** agrees they will:

- i. Provide a list of works to be exhibited that includes sizes of the work, the year, the medium and the sale price.
- ii. Discuss with the **Gallery** to determine whether the **Exhibitor** works need any special installation requirements.

### 5. **Delivery of Works**

- i. The insurance, packing and transport of exhibition works to and from the **Venue** is the **Exhibitor** responsibility.
- ii. The **Exhibitor** is responsible for bringing artwork to the **Venue** in a displayable condition. The **Exhibitor** must hang artworks using the Artiteq hanging system in the **Venue**. Prior to delivery they will install "D" rings to stretcher frames or hanging wire to the rear of works, ready for hanging.

### 6. **Installation**

- i. The installation, hanging and de-installation of the exhibition is the responsibility of the **Gallery**
- ii. The **Gallery** has the right to withdraw work from the Exhibition if the work is obscene, defamatory, or discriminatory, or involves a breach of copyright or other rights.

### 7. **Deinstallation**

- i. All works including sold works must be deinstalled and removed from the **Venue** on or before the last day of the **Rental Gallery Period** unless otherwise agreed with the **Gallery**. Failure to comply may result in additional costs being charged to the **Exhibitor**.
- ii. Where the **Exhibitor** has arranged for sold work to be collected by purchasers directly from the **Gallery**, the **Gallery** will pack the work ready for collection.

### 8. **Access**

- i. Access will only be granted if all payments are received into the **Gallery's** bank account on the first day of the **Rental Period**.

### 9. **During the Exhibition**

- i. Opening night expenses are shared between the **Exhibitors** and must be discussed and agreed with the **Gallery** during the week prior to the commencement of the **Rental Period**.

- ii. The **Exhibitor** acknowledges the **Venue** is within a residential neighbourhood and that excepting one opening night there will be no other significant noise generating activity.
- iii. The **Exhibitor** shall be responsible for handling sales of their work including all financial transactions with purchasers. Should a potential purchaser express interest in a work when the **Exhibitor** is not in attendance, the **Gallery** can facilitate the sale by providing the purchaser with the **Exhibitor** contact/banking details (if provided by the **Exhibitor**) and where possible obtaining the purchasers details and/or transaction receipt and passing them on to the **Exhibitor**.
- iv. Credit card/EFTPOS facilities are available for use within the **Gallery**, and will incur a fee of 10% of the credit card/eftpos transaction value if the **Exhibitor** chooses to utilise these facilities. The same applies to cash sales

## 10. Documentation of Exhibition and Copyright

- i. For its own records the **Gallery** may document the exhibition through appropriate means (e.g. digital photography, slides, and video). The **Exhibitor** is responsible for his/her own documentation. ii. The copyright in each work shall remain the property of the **Exhibitor** however the **Exhibitor** grants the **Gallery** a license to use images of the **Exhibitor** work in **Gallery** promotional materials.

## 11. Insurance and Liability for Loss, Theft, Damage, Fire & Perils

- i. The **Gallery** agrees to take utmost care in handling and exhibiting all artwork(s), but shall not be responsible for any loss or damage however caused.
- ii. Although all care will be taken at all times, the **Gallery** is not able to cover the insurance of the works to their full value when on exhibition and in stock. Insurance has been taken out for public liability, storm, fire and water damage. Any additional insurance will need to be covered by the artist.

## 12. Public Safety

- i. The **Exhibitor** agrees to take all measures necessary to ensure that their work(s) will not cause or potentially cause any injury to any person. The **Gallery** shall direct alterations to the way in which the work(s) are exhibited, if, in the **Gallery's** opinion, visitor risk exists.

## 13. Smoking

- i. No smoking is permitted inside of the **Venue**.

## 14. Commission

- i. No commission is charged on exhibit sales during the **Rental Period**.

## 15. Termination

- i. The Deposit paid upon signing this agreement is non-refundable where the **Exhibitor** terminates or breaches this agreement. Each party has the right to terminate the agreement with written notice prior to the commencement of the **Rental Period**. If the agreement is terminated by the **Exhibitor** within the week prior to the commencement of the **Rental Period**, the full **Rental Fee** will be payable by the **Exhibitor**. If the terminating party is the **Gallery**, all payments (including the non-refundable deposit) will be refunded.
- ii. The **Gallery** may cancel a confirmed booking at any time if there is a force majeure, or any other event, which in the reasonable opinion of the **Gallery**, causes the **Venue** to be unsafe or inappropriate to hold the exhibition. Examples of such events include flood, unsafe premises, pandemic shutdown.
- iii. The **Gallery** shall not be liable for any loss or damage to the **Exhibitor** or any third party in consequence of the exercise of the rights referred to in **Section 15 (ii)**.

## 16. Assignment

- i. Neither party will assign its rights under this agreement to a third party.
- ii. Modification - This agreement constitutes the entire understanding of the parties. Any changes must be in writing and signed by both parties.

### HIRE AGREEMENT EXECUTION

NAME		SIGNATURE
Exhibitor		

Wellington Gallery		
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DATE	
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