

**PERCOLATOR GALLERY RENTAL AGREEMENT**

This is an agreement between

**Percolator Gallery  
134 Latrobe Terrace  
Paddington QLD 4064  
Brisbane, Australia**

hereinafter called the "Agent"

and the

Artist or group of Artists' below  
hereinafter called the "Exhibitor/s"

**Exhibitor/s Contact Details –**

If applying as a group, please list the names of the Artists involved but select one Artist as the main contact. Please also note who in the group will act as curator, if applicable.

*NOTE: All Artists in the group must be party to the agreement.*

<b>Company / Artist Group Name</b> (if applicable):		
	<b>Exhibitor Name/s</b>	<b>Email Address</b>
<b>Main Contact:</b>		
<b>Artist 2:</b>		
<b>Artist 3:</b>		
<b>Artist 4:</b>		
<b>Artist 5:</b>		
<b>Artist 6:</b>		
<b>Artist 7:</b>		
<b>Artist 8:</b>		
<b>Artist 9:</b>		
<b>Artist 10:</b>		
<b>Main Contact Postal Address:</b>		
<b>Main Contact Phone:</b>		
<b>Main Contact Mobile:</b>		
<b>Website</b> (if applicable):		

**1. Exhibition –**

The Agent agrees to exhibit the work/s of the Exhibitor/s. The exhibition installation and presentation will be planned in consultation between the Exhibitor/s and the Agent.

**Place of Exhibition:** Percolator Gallery, 134 Latrobe Terrace, Paddington QLD 4064 (the Venue)

**Dates of Exhibition:** Tuesday \_\_\_/\_\_\_/\_\_\_\_\_ until Monday \_\_\_/\_\_\_/\_\_\_\_\_

The gallery is available for opening for the above rental period.

**Duration of Exhibition:** \_\_\_ week/s

**Exhibition Title:** \_\_\_\_\_

**Exhibition Viewing Times:** from \_\_\_\_\_am/pm to \_\_\_\_\_pm.

The Agent encourages Exhibitor/s to exhibit from Friday to Sunday 10.30am to 4.30pm as a minimum.

**Exhibition Opening Night:** Date \_\_\_\_\_ from \_\_\_\_\_pm to \_\_\_\_\_pm.

Opening nights are held no later than 9.00pm, unless other arrangements have been agreed with the Director/ Agent. The Agent encourages Exhibitor/s to hold their opening night on a Friday or Saturday night (not necessarily on the first day of exhibition).

## 2. Duration and Consignment –

- i. The initial term of consignment shall be the period of the exhibition.
- ii. Bookings shall be in week blocks, with a minimum booking of one (1) week. A week's booking begins at 10.00am on a Tuesday and ends at 4.30pm the following Monday. The venue may be booked for consecutive weeks.
- iii. It is the responsibility of the Exhibitor/s to distribute sold work(s).
- iv. Staffing is the responsibility of the Exhibitor/s, however sales staffing is available for hire if required.

## 3. Publicity and Promotion –

- i. The responsibility and costs of publicity, promotion and catering will be borne by the Exhibitor/s.
- ii. The Agent will provide a list of publicity contacts.
- iii. It is advised the Exhibitor/s procure a press release accompanied with a good quality image and make all efforts in the pursuit of publicity for their show.

## 4. Delivery –

The responsibility for insurance, packing and transport to and from the Venue will be borne by the Exhibitor/s.

## 5. Installation –

- i. The installation, hanging and de-mounting of the exhibition is the responsibility of the Exhibitor/s. Where necessary and when prearranged, the Agent may agree to assist the Exhibitor/s with the installation, hanging, and de-mounting of the exhibition.
- ii. The Exhibitor/s agrees to discuss hanging requirements prior to the installation period.
- iii. The Exhibitor/s agrees to consult with the Agent before using any equipment and shall not alter any fixtures in the space provided by the Agent. The Exhibitor/s agrees to consult with the Agent before bringing in or using any potentially damaging equipment or materials.
- iv. The Exhibitor/s agrees to hang the artworks using the Gallery Hanging System (which includes cable droppers and hooks) provided, by its correct use, and to restore the Venue to its condition prior to installation.
- v. The Exhibitor/s agrees to apply all labels and signs with grey blu-tac only. **NO TAPE WHATSOEVER** is to be used on gallery surfaces. This includes all walls, floor, windows, fixtures, and furniture.
- vi. The Agent 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, or if the work deemed by the Agent to be incompatible with the Gallery's standards.

## 6. Access –

Access to the adjoining studio and stockroom is prohibited unless authorised by the Director/Agent.

## 7. Exhibition Costs –

Costs will be allocated as follows:

	Space (please refer to <b>Floor Plan</b> attached)	Amount per week (including GST)
<input type="checkbox"/>	Full Gallery	\$990 (1 week)
<input type="checkbox"/>	Full Gallery	\$880 per week (2 or more weeks)

- i. No costs shall be incurred by either party in the name of the other party without the prior written approval of the party liable to pay the costs.
- ii. The Exhibitor/s agrees to pay a non-refundable deposit of \$440 (including GST), so as to confirm their booking.
- iii. The rental balance must be paid **two (2) weeks** before the start of the exhibition.
- iv. The Exhibitor/s agrees to pay a \$200 bond which covers cleaning, damages and loss of keys. Bond is refunded at the end of rental when the Gallery's security Alarm Clicker and keys are returned and the Gallery is cleaned thoroughly and left in good condition.
- v. Cleaners can be organised. Cost is \$60.00 and comes off the bond.
- vi. The Agent has no obligation to proceed with the exhibition if the full rental costs and bond have not been received prior to the start of exhibition.
- vii. The gallery EFTPOS machine is available for rent at \$150.00 per show. The Exhibitor/s agrees to pay 5% of the value of any sales for when using the Gallery's EFTPOS merchant facility (including credit cards), which covers the costs of the service and its' administration. Payment for all work/s sold using the gallery EFTPOS machine will be made into the nominated bank account (please provide bank details in **Section 16 – Exhibitor Bank Details**).

		Amount (including GST)
<input type="checkbox"/>	EFTPOS Merchant Facility	\$150 per exhibition

- viii. Sales staffing is available for hire and payable prior to the exhibition dates.

	Days	Amount (including GST)
<input type="checkbox"/>	Sales staffing __ day / s	\$200 per day (10.30am - 4.30pm)

<b>Staffing Dates:</b>	___/___	___/___	___/___	___/___
	___/___	___/___	___/___	___/___

## 8. Printed Invitations

- i. Invitations are to be printed and designed by 3E Innovative, unless alternative arrangements have been made with the Director/Agent. A choice of templates is provided. This is to maintain a consistent high quality in the invitations and branding of the gallery, and to minimise the costs for the artist.
- ii. The Exhibitor/s is encouraged to deliver approximately 50 invites to the gallery prior to the exhibition for distribution purposes.

Costs will be allocated as follows:

Quantity	Amount (including GST)
500 x DL 310gsm Double sided colour 210 x 100mm	\$249
1000 x DL 310gsm Double sided colour 210 x 100mm	\$269
2000 x DL 310gsm Double sided colour 210 x 100mm	\$349
Artwork	\$88 / hour

The Agent recommends 500 invites + approx. half hour design work \$44 = Total cost approximately \$293.

## What the Artist/s Must Provide to the Printers:

1. 1 to 3 images of 300dpi, CMYK, High Resolution prints, saved as jpeg files.
  - i. Images must be of high quality, not taken with a flash, and have good lighting.
  - ii. All information: i.e. artist, title, size and media must be included in the title bar of the image jpeg file.
2. Full name of Artist/s
3. Title of Show
4. Dates of Exhibition
5. Viewing Times (e.g. Tuesday - Monday 10.30am - 4.30pm)
6. Date and Time of Opening Night (e.g. Friday 6.30 - 8.30pm)
7. Please have clear idea on preferred image format (refer to attachment of *DL Invitation Template Options*). Do you want to bleed the image off the edge or include a border?
8. Artist/s contacts 3E Innovative directly, preferably **at least 6 weeks prior** to their show.
9. Artist must proof the details on their invitation thoroughly and may wish to include their mobile and website address.
10. Arrange pick up of invites or courier (\$12.00 BRISBANE) or postage.
11. Exhibitor/s pays 3E Innovative directly.

## How to Contact 3E Innovative:

Address	Unit 3, Building A, 172 Evans Road, Salisbury QLD 4107
Phone	07 3272 7866
Fax	07 3277 0188
Email	<a href="mailto:info@3e.net.au">info@3e.net.au</a>
Web	<a href="http://www.3e.net.au">www.3e.net.au</a>

### **9. Electronic Invitations –**

The Agent agrees to design and send out e-invitations to the gallery email address list. As such it is the Exhibitor/s responsibility to supply the agent with **a/** the artwork for their printed invitations and **b/** a minimum of two (2) quality images (preferably those used on the artists printed invitation) with accompanied info of title, size, media, and full exhibition details, **no later than one (1) month** prior to the exhibition date for use on the design of the e invitation.

### **10. Documentation of exhibition –**

For its own records the Agent may document the exhibition through appropriate means (e.g. digital photography, slides, and video). The Exhibitor/s is responsible for his/her own documentation.

### **11. Copyright –**

The copyright in each work shall remain the property of the Exhibitor/s and the Agent shall inform purchasers that the Exhibitor/s is the sole owner of the copyright in the work. Dealings in relation to copyright in the work shall be made solely between the Exhibitor/s and the purchaser.

### **12. Insurance and Liability for Loss, Theft, Damage, Fire & Perils –**

The Agent agrees to take utmost care in handling and exhibiting all artwork(s), but shall not be responsible for any loss of damage howsoever caused. It is the Exhibitor'/s responsibility to insure artwork(s) for loss or damage.

### **13. Public Safety –**

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

**14. Beverage/Food/Smoking –**

During exhibition openings, the provision, service and consumption of food/beverages are determined by the Exhibitor. A policy of No Smoking exists for all areas within the gallery premises. Outside smoking is allowed.

**15. Commission –**

No commission is charged. However, outside of the exhibition dates, a 10% commission applies to any after exhibition sales secured by Percolator Gallery.

**16. Exhibitor Bank Details –**

*Bank details must be provided by Exhibitor / Main Contact for reimbursement of all funds including refunded bond:*

**Account Name:**

**BSB:**

**Account Number:**

**17. Termination –**

The exhibitor agrees to pay a non-refundable deposit of \$440 upon signing this agreement which secures the space. Each party has the right to terminate the agreement upon 2 months written notice prior to an exhibition booking. If the agreement is terminated by the Exhibitor within the 2 months prior to the exhibition booking, the full gallery rental fee will be borne by the Exhibitor/s (unless a suitable Exhibitor is found). If the terminating party is the Agent, all payments (including the non-refundable deposit) will be refunded.

**18. Assignment –**

Neither party will assign its rights under this agreement to a third party.

Modification - This agreement constitutes the entire understanding of the parties. Any changes must be in writing and signed by both parties.

**Signed –**

**Exhibitor Main Contact:**

**Signature:**

**Date:**

**Agent:**

**Signature:**

**Date:**

Floor Plan

