

**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 Artist/s 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 / Group Name:</b>				
	<b>Exhibitor Name/s</b>	<b>Mobile/s</b>	<b>Email Address</b>	<b>Website</b>
<b>Artist 1 / 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 Home Phone:</b>				
<b>Main Contact Business Phone:</b>				

**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)

**Gallery Rental Period:** Tuesday \_\_ / \_\_ / \_\_\_\_ 10am, until Monday \_\_ / \_\_ / \_\_\_\_ 2pm.

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

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

Exhibition Viewing Days: \_\_\_\_\_ to \_\_\_\_\_

Exhibition Viewing Hours: \_\_\_\_\_

The Agent encourages the Exhibitor/s to exhibit from Tuesday (or Wednesday) to Sunday 10.00am to 4.30pm.  
(The Agent recommends the gallery be open while setting up on the Tuesday but is not mandatory).

The gallery is closed to the public on Mondays

Open hours are to be no earlier than 10am, or later than 5pm, with the exception of the opening night being 9pm.  
(Later opening hours are to be in consultation with the Agent).

Exhibition Opening Night /Drinks with the Artist: Day: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_\_ from \_\_\_pm to \_\_\_pm.

Opening nights are held no later than 9.00pm, unless other arrangements have been agreed with the 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 2.00 pm 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 stockroom is prohibited unless authorised by the Agent. The exhibitor may rent the stock room as additional gallery exhibition space in consultation with the agent. An additional cost of \$220 per week applies for the rent of the stockroom.

## 7. Exhibition Costs –

Costs will be allocated as follows:

	Space (please refer to <i>Floor Plan</i> attached: gallery area marked in yellow)	Amount per week (including GST)
<input type="checkbox"/>	Gallery	\$1300 (1 week)
<input type="checkbox"/>	Gallery + Room 5 (additional exhibition space)	\$1520 (1 week)
<input type="checkbox"/>	Gallery	\$1250 per week (2 or more consecutive weeks)
<input type="checkbox"/>	Gallery + Room 5 (additional exhibition space)	\$1470 per week (2 or more consecutive 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 including bond must be paid **two (2) weeks** before the start of the exhibition.
- iv. The Exhibitor/s agrees to pay a **\$300** 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. 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.
- vi. The gallery EFTPOS machine is available for rent at \$300 per show. There is no commission payable on EFTPOS sales under the total value of \$10,000. EFTPOS sales in excess of \$10,000 will incur a 5% fee on the amount over \$10,000, 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	\$300 per exhibition

- vii. 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)

Staffing Dates:	--/--	--/--	--/--	--/--	--/--	--/--	--/--
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## 8. Printed Invitations

- i. Invitations are to be preferably printed and designed by 3E Innovative, unless alternative arrangements have been made with the Gallery Director. 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 invitations to the gallery prior to the exhibition for distribution purposes.
- iii. The Exhibitor/s agrees to use the gallery logo in all printed advertising, invitations and catalogues. The logo is available on request from the Gallery Assistant.

Costs currently quoted by 3E are as follows (please confirm prices with 3E):

Quantity	Amount (including GST)
500 x DL size 360gsm two sides in full colour	\$231
1000 x DL size 360gsm two sides in full colour	\$289
2000 x DL size 360gsm two sides in full colour	\$472
Artwork & Design *	\$98 per hour

\* Estimated 0.50 – 0.75 hours, but will depend on materials supplied, number of images etc. Additional time is charged for client changes, additional proofs and photo manipulation.

The Agent recommends 500 invites + approximately half hour design work \$49 = Total cost approximately \$280.

## What the Exhibitor/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 (e.g. "Flowers" (detail) by Judy Smith, Mixed Media on Canvas, Vertical x Horizontal).
2. Full name of Artist/s.
3. Title of Show.
4. Dates of Exhibition.
5. Viewing Times (e.g. Tuesday - Sunday 10.30am - 4.30pm).
6. Date and Time of Opening Night (e.g. Friday 6.30pm – 8.30pm).
7. Include a contact mobile number and artist website (if applicable).
8. Please have a clear idea on preferred image format (refer to attachment of **DL Template Options**). Do you want to bleed the image off the edge or include a border?
9. Artist contacts 3E Innovative directly, preferably **at least 6 weeks prior** to their show.
10. Artist must proof the details on their invitation thoroughly.
11. Arrange pick up of invites or courier (\$15 Brisbane) or postage.
12. 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:art@3e.net.au">art@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 or damage howsoever caused. It is the Exhibitor/s responsibility to insure artwork(s) for loss or damage and to ensure they have appropriate Public Liability Insurance to cover their own activities.

### **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 (1 account only) must be provided by the Exhibitor for any reimbursement of funds including EFTPOS sales and/or bond:*

<b>Account Name:</b>			
<b>BSB:</b>		<b>Account Number:</b>	

**17. Termination –**

The Exhibitor/s 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/s 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 –**

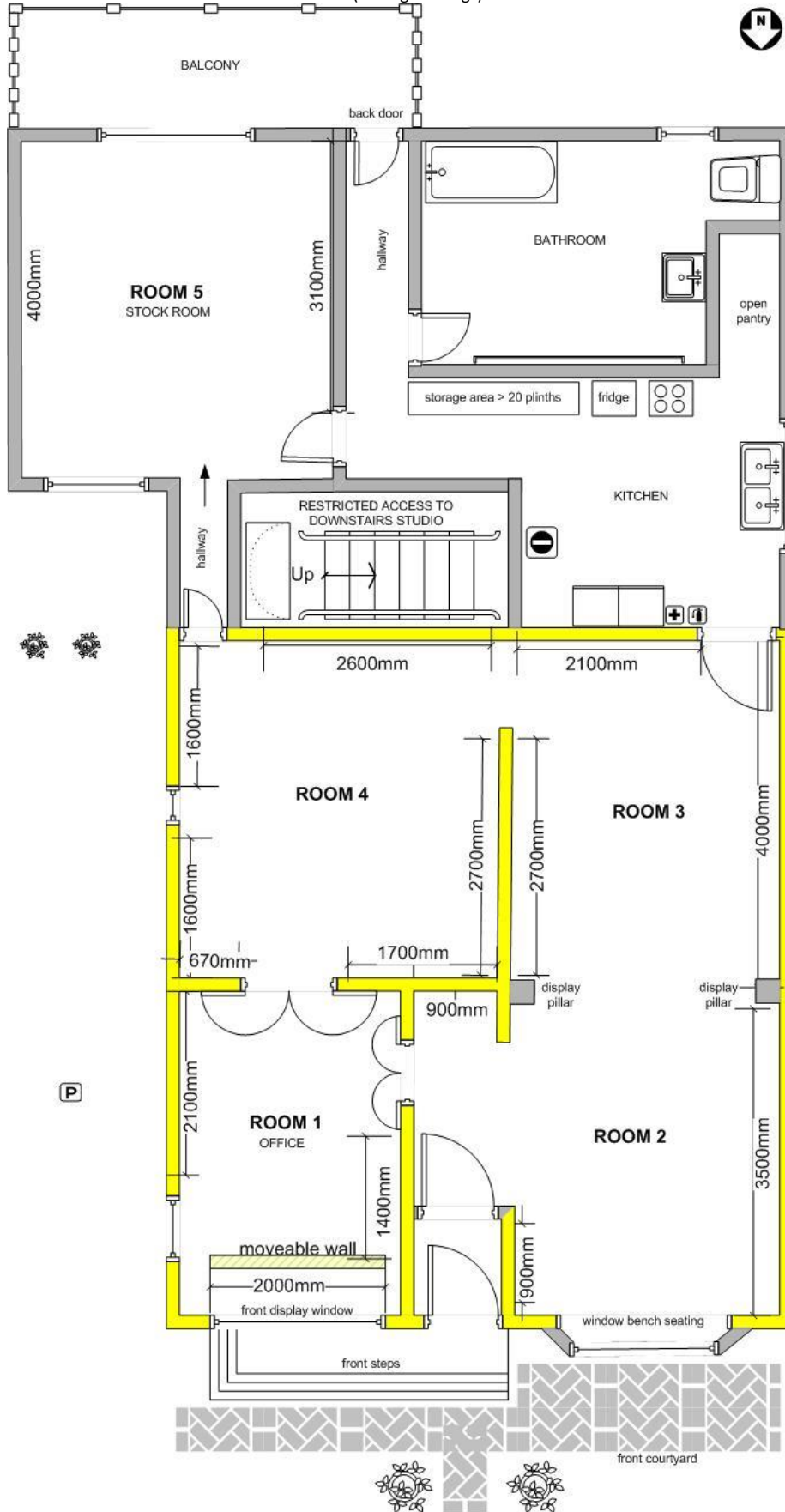
Neither party will assign its rights under this agreement to a third party.  
Modification - This agreement constitutes the entire understanding of the parties. Any changes must be in writing and signed by both parties.

**Signed –**

<b>Exhibitor Main Contact:</b>		<b>Signature:</b>		<b>Date:</b>	__/__/__
<b>Agent:</b>	Natalie Pelusi	<b>Signature:</b>		<b>Date:</b>	__/__/__

Attachment - Floor Plan

(3m high ceilings)



134 Latrobe Terrace, Paddington Queensland 4064, Brisbane Australia