

EXHIBITION AGREEMENT

This Exhibition agreement covers **rights and responsibilities** of all parties partaking in or involved in any way with the exhibition.

Kinglake Art Show is an annual event run by **Kinglake Ranges Rotary** and local artists, assisted by individual and community group volunteers. If due to any unforeseen circumstances, the **Kinglake Art Show** cannot progress physically, **Kinglake Art Show** reserves the right to change the dates of display or to cancel the physical exhibition.

DELIVERY PROCEDURE

Artists are responsible for the **delivery** of their artwork to **Kinglake Community Centre**, corner Extons and Whittlesea-Kinglake Roads, Kinglake. If you need to make alternative arrangements please call the Curator Maree Gibson on 0419 572 781.

Artworks must have the **ARTWORK INFORMATION LABEL** attached to the back or base of the artwork prior to submission.

Artwork must be delivered on **Thursday 16 November** between **10.00am** and **6.00pm**. No late artworks will be accepted.

COLLECTION PROCEDURE

Artworks must be collected by the Artist at the end of the exhibition from **Kinglake Community Centre**, corner Extons and Whittlesea-Kinglake Roads, Kinglake. If you need to make alternative arrangements please call the Curator Maree Gibson on 0419 572 781.

Artwork must be collected on **Sunday 19 November** between **4.00pm** and **5.30pm**.

Kinglake Art Show will not be held responsible for the security or storage of artworks that are not collected at the end of the exhibition. Please note artworks cannot be stored by **Kinglake Art Show**.

INSURANCE

It is strongly recommended that suitable insurance covers be enacted by the artist for the duration of the event.

All entries are submitted at the total risk of the artist. **Kinglake Art Show** assumes no responsibility for artwork damaged upon receipt, whilst being displayed or during return.

Kinglake Art Show is not deemed responsible for any loss, theft or damage to the artworks whilst in its possession or on display from the date of delivery to the date of collection.

NO INDEMNITY AGREEMENT

The artist agrees to hold **Kinglake Art Show** staff and volunteers blameless for any damage, theft or loss of artwork.

The artist understands and accepts the risk of submitting/sending/displaying artwork.

TITLE AND COPYRIGHT

The Artist states that he/she created the artwork, and that it is their original work.

No artwork is to be a copy of another artist's work and must not violate that artist's copyright.

This Agreement is not intended to, nor does it transfer any rights of title or copyright to **Kinglake Art Show**.

RIGHT OF REFUSAL

Kinglake Art Show reserves the right to refuse entry to any artist and their submission of artworks at any time at its discretion.

Kinglake Art Show reserves the right to refuse to display the artwork of artists who fail to sign a copy of the **EXHIBITION AGREEMENT**.

DISPLAY

All art works must remain on display for the full duration of the **Kinglake Art Show**.

Exhibits must be presented ready for hanging/display. 2D art should be fitted with appropriate hanging wire or heavy-duty cord.

3D ART must have a stable base. Any additional props/supports required should be discussed with the curator prior to submission.

Unusually fragile pieces must be submitted in a condition enabling them to be easily handled.

Works portraying abuse, pornographic images and general disrespect will not be accepted.

Nudes will only be accepted at the discretion of the Curator/Director.

Submitted work should not exceed 1 meter square (including framing).

Pieces that exceed the limit may only be accepted in negotiation with the Curator.

Multiple panel artworks such as diptych, triptych, sets with multiple pieces, etc, are considered as one work and will not be sized, displayed or sold separately.

Kinglake Art Show reserve the right to limit the number of exhibits.

PROMOTION

Kinglake Art Show does not accept any responsibility for error, inaccurate descriptions, omissions or any other defect in the publication of on-line or printable material.

The artist authorises **Kinglake Art Show** to use and publish information pertaining to the artworks for the purposes of producing a catalogue or otherwise promoting the event by any means including social media, with due acknowledgement to the artist.

Kinglake Art Show reserves the right to reproduce images of the artworks for promotional and display purposes.

ARTWORK SALES

All artworks submitted to **Kinglake Art Show** must be for sale.

Artworks exhibited in **Kinglake Art Show** are available to purchase throughout the event and up to 10 days post event dates.

Artists are required to submit their banking details and ABN number (where applicable) in writing at the point of advice of a sale.

All monies from any artworks sold will be paid directly to the artist (this may take up to thirty days after the end of the **Kinglake Art Show** and after appropriate paperwork has been completed).

A commission of **20%** will be deducted from the catalogue price if the work is sold at, or because of, **Kinglake Art Show**.

Artwork prices are inclusive of GST and commission will be calculated from this price. If the artist collects GST, then the sale price must include GST. If you are exempt from paying GST you will need to fill out, sign and provide **Kinglake Art Show** with the **RELEASE FROM GST** form.

ARBITRATION

In the event a dispute arises under this Agreement, the parties will aim to arrive at a satisfactory solution.

Failing agreement, the dispute shall be submitted to an arbitrator agreed to by the parties.

Any decision by the arbitrator shall be final and binding upon both parties.

AMENDMENTS

This Agreement may be amended, waived, discharged, modified or terminated only in writing, signed by both parties and attached to this agreement.

DURATION

This Agreement shall commence upon the date of signing.

I verify that I have read and agree to the entire **EXHIBITION AGREEMENT**.

Artist's Name

signature

date

Parent/Guardian Name – Parent/Guardian
(If under 18 years)

signature

date

2023 Kinglake Art Show Representative

signature

date