



Golden Spaces Exhibition Terms and Conditions

Please note these are the Terms and Conditions from the Exhibition Agreement.

The full Exhibition Agreement will be sent to participating Artists upon acceptance into an exhibition.

1. DEFINITIONS AND INTERPRETATION

Activity	means the Activity related to the services or project described in Item 1 of the Schedule.
Agreement	means these Terms and Conditions and the Schedule.
Artist	means the entity described in item 4 of the Schedule
Council	means the entity described in Item 2 of the Schedule.
Council's Primary Contact	means the email listed in Item 3 of the Schedule or as notified in writing from time to time by the Council.
Collection Date	means the date set out in Item 6 of the Schedule.
Intellectual Property	includes: a) all copyright (including rights in relation to all documents, reports, charts, drawings, data bases, software, source codes, models, systems, slides, tapes, and specifications); b) all copyright and all rights in relation to inventions (including registered and registrable patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, and know-how; and all other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields.
Term	means the duration of the Activity (Delivery to Collection)
Schedule	means the Schedule to the Agreement.

Delivery Date	means the date set out in Item 5 of the Schedule.
Terms and Conditions	means this part of this Agreement entitled 'Terms and Conditions'.

2. SCHEDULE

1. Activity	Golden Spaces Exhibition
2. Council	Golden Plains Shire Council
3. Council's Primary Contact	All communication regarding the Activity should be directed to the Golden Spaces email: golden.spaces@qplains.vic.gov.au
4. Artist	The Artist participating in the Activity
5. Delivery Date	The date work(s) must be provided to the Council by the Artist
6. Collection Date	The date work(s) must be collected from the Council by the Artist

TERMS AND CONDITIONS

3. PURPOSE

The purpose of this Agreement is to set out the Terms and Conditions for the Activity at the following premises:

1. Golden Plains Civic Centre – 2 Pope Street, Bannockburn VIC 3331
2. Bannockburn Cultural Centre – 27 High Street, Bannockburn VIC 3331
3. The Well Smythesdale – 19 Heales Street, Smythesdale VIC 3351

4. AIMS AND OBJECTIVES

The aim of the Activity is to encourage the broader community's participation in and access to the arts in a local setting. Specific objectives include the following:

- Create professional exhibitions that engage visitors (especially visitors from the local community).
- Provide professional development opportunities for emerging and established artists and arts groups.

- Provide a secure, supportive, culturally engaging environment for the local artistic community by providing new networking opportunities which encourage the exchange of ideas, diversity in professional practice as well as intercultural dialogue.
- Provide a professional venue for the presentation/display of local arts and public programs.
- Support and strengthen the capacity of artists to engage with the Golden Plains community.
- Facilitate equity of access to cultural resources.

5. THE WORK

a) The Artist agrees to exhibit work(s) in accordance with the Terms and Conditions of this Agreement.

b) The Artist warrants that they are the producer of the work(s) or has named the collaborating producers.

c) The Artist agrees to have the work(s) suitably packaged for storage and transportation

d) The Artist agrees to prepare a biography (50-100 words) to accompany the work(s).

e) The Artist agrees to prepare an artist statement (50-100) words to accompany the work(s).

f) The Council will conduct a condition report upon receipt of work(s), as well as prior to any and all changes in location of the work(s).

6. TITLE

a) The Artist shall retain all rights of ownership of work(s).

b) The Artist either warrants that they are the owner of the work(s) or will advise the Council if they do not retain the title, i.e. that the is borrowed for the Activity.

c) The Artist specified in this Agreement will liaise with potential purchasers directly to negotiate any sales of work(s). The Artist agrees to provide to the Council contact details to be displayed alongside the work(s) for sales enquiries.

7. INTELLECTUAL PROPERTY

a) Intellectual Property remains the property of the Artist. The Artist will notify the Council of any transfer of Intellectual Property to another party.

b) The Artist agrees, however, that the work(s) may be photographically or digitally reproduced for the following purposes:

- publicity for the Activity including the Council's promotional material; and
- the Council's records, reports, and archives.

8. FEES AND CHARGES

There will be no charge for use of the premises for the Activity for the duration of the Term specified and no requirement for commission from sales of work(s).

9. INSURANCE

The Artist indemnifies the Council against all liability for claims, actions, demands, damages, loss, theft, costs, or expenses of any kind whatsoever suffered or incurred relating to the Artist's work(s).

This clause will continue to apply after the end of this Agreement.

10. INDEMNITY

The Artist agrees that the opinions or statements expressed or implied in the work(s) are those of the Artist and not those of the Council and that the Council may direct any complaints regarding the work(s) to the Artist.

This clause will continue to apply after the end of this Agreement.

11. INSTALLATION

a) The Artist agrees to present the work(s) ready to install by the Delivery Date. Installation is based on standard installation systems at the premises. Installation outside the standard systems will need to be negotiated with the Council.

b) The Artist agrees to collect the work(s) by the Collection Date.

12. CANCELLATION AND WITHDRAWAL

a) The Artist acknowledges the Council can at its sole discretion, withdraw the work(s) from the Activity and/or close or cancel the Activity at any time without any liability.

b) The Artist will not cancel the Activity or withdraw work(s) during the Term unless by mutual agreement with the Council.

c) The Artist agrees to organise collection of work(s) purchased, by arrangement with Council. The Artist agrees to provide replacement work(s) for the duration of the Activity.

13. EXHIBITION ACCESS

The Council will ensure that the Activity is open to the public during the hours of operation as provided:

1. Golden Plains Civic Centre – 8.30am-5.00pm Monday-Friday;
2. The Well Smythesdale – 8.30am-5.00pm Monday to Friday; and
3. Bannockburn Cultural Centre – as per the library opening hours (Monday 10.00am-1.00pm, Tuesday - Friday 10.00am-5.00pm, Saturday 9.00am-12.00pm); with the exception of extenuating circumstances which prevent the premises opening.

14. CONDITIONS OF USE

The following conditions will apply:

- a) The Artist entering into this Agreement with the Council does so for the duration of the Term specified in this Agreement.
- b) The Artist is not permitted to modify the display of the work(s) in any way to promote their own work(s).
- c) The Artist must sign this Agreement.
- d) The Artist must not store any equipment or property on the premises, other than the Activity work(s).

15. VARIATION

The Artist and the Council agree that this Agreement may only be varied if:

- a) both parties agree in writing to the variation; or
- b) the Council notifies the Artist in writing of a proposed variation to this Agreement and the date the proposed variation will take effect from, and the Artist continues to deliver all or part of the Activity or delivers the new activity as described in the proposed variation after the effective date.

16. STATUS OF ARTIST

The Artist and the Council agree and acknowledge that nothing in this Agreement creates any joint venture, partnership, employment or agency relationship between the Artist and the Council.