Royal Queensland Art Society (Brisbane Branch) Inc.

Petrie Terrace Gallery

Unit 3, 162 Petrie Terrace, Brisbane 4000. Ph: 07 33671977. Email: gallery@rqas.com.au

**Private Exhibition Agreement**

This **agreement is between the *Royal Queensland Art Society (Brisbane Branch) Inc*. (“RQAS”), operators of the *Petrie Terrace Gallery*, and the Exhibitor:**

**Exhibitors Details:**

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| --- | --- | --- | --- | --- | --- |
| Title of EXHIBITION: *.* | | | | | |
| Names of Exhibitors: *.* | | | | | |
| Address: *.* | | | | | |
| Email: *.* | | Phone: *.* | | Phone: | |
| Registered for GST? | ABN: ? | | | | |
| Exhibition Space: Petrie Terrace Gallery | | | | | Weeks: |
| Exhibition Dates, From *.* | | | To: *.* | | |
| Proceeds from Sales be paid into BSB . Account Number . | | | | | |

**Definitions: Agreement means this document and any Appendices hereto, entered between the parties.**

**Conditions of Hire:**

1. ***Use of Premises:*** The **Exhibitor** will have access to the Exhibition Space agreed above, and exclusive use of the hanging space in that area, for the period of the exhibition, but **RQAS** will have reasonable access by all parties to other parts of the gallery and office space. All loading and unloading of items should be via the front door on Petrie Terrace. Please note that lights in the stairwell to the car park are on an automatic switch which turn off at midnight and use of that stairwell after midnight is not recommended. **Exhibitor** agrees to adhere to all Queensland Government guidelines in relation to COVID restrictions at the time of their exhibition. This includes but is not limited to restrictions on numbers, eating and drinking and mask wearing.
2. The **Exhibitor** agrees to have the gallery clean and set up at all times when the gallery is open to the public. The space is to be restored to its original condition at the end of the exhibition. A bond of $250.00 is to be paid with the deposit to cover damages, additional cleaning, and penalties if set up and bump out times are not adhered to. The penalty for not adhering to set up and bump out times will be $50 per hour or part thereof. This bond will be refunded in full or in part as determined by the **RQAS**, after the exhibition.
3. ***Deposits and Payment Terms:*** A25% deposit is required on booking the space. The agreement can be cancelled by either party with 4 months written notice, prior to the commencement of the booking. Should the **Exhibitor** cancel the agreement with less than 4 months notice, the 25% deposit will be forfeited. In the case of a medical emergency **RQAS** will review on a case-by-case basis and may request a medical certificate from the **Exhibitor**. Should the cancellation be by the **RQAS**, all payments will be refunded. Payment is required in full at least 2 months before the Exhibition is due to start.
4. ***Pandemic:*** If the Petrie Terrace Gallery is closed as a result of a lockdown and we are unable to reschedule the exhibition, **RQAS** will refund all payments. If the **Exhibitor** is unable to hold their exhibition due to restrictions around the Pandemic, i.e. border closure, or mandatory COVID isolation, they can reschedule their exhibition to an available time in the calendar, and **RQAS** will honour the deposit and bond already paid. If the exhibitor does not wish to reschedule their exhibition **RQAS** will refund the deposit paid, but may retain the bond to cover costs.
5. **Credit Card Facilities**: The **RQAS** provides credit card facilities and accepts Visa, Mastercard and American Express however there is a surcharge to the customer.
6. ***Gallery Hours and Staffing:*** The standard gallery hours are 10 am to 3.30 pm, Tuesday to Sunday. The **Exhibitor** may extend opening times if approved by the **RQAS*.***
7. ***Gallery Staffing:*** The **Exhibitor** agrees to ***attend*** the gallery during the standard gallery hours for the duration of the period. If the **Exhibitor** does not attend the gallery during opening times a fee of $100/day for staffing during standard gallery hours on weekdays will be charged; to attend to visitors and process sales only. Please contact the **Gallery Director** for rates if staffing is required to assist with opening events, evenings & weekends, and a quote will be provided.
8. ***Insurance:*** Insurance of artwork is the responsibility of the **Exhibitor**. The premises are covered by public liability insurance. The Gallery will take care but accept no responsibility for damage.
9. ***Commission:*** The **RQAS** will charge 11% (inc GST) from all sales.
10. ***Property Damage:*** The cost of breakage, damage or loss will be charged to the **Exhibitor**.
11. ***Publicity.*** Online advertising provided by the RQAS via our email list and website and social media will be provided at no additional cost. However, if such publicity is desired appropriate digital files and information must be supplied to the gallery at least 6 weeks in prior to the exhibition. All other Invitations and Publicity are the responsibility of the **Exhibitor** and must include the Royal Queensland Art Society Brisbane branch logo which will be provided. Please send us a proof of any invitations and publicity information for approval at least 6 weeks prior to the event or before any publicity commences or invitations are printed.
12. ***Responsibility of the Exhibitor: The Exhibitors*** will be responsible forpacking, insurance, transport, frames, mounts, pedestals, curating, mailing lists, opening expenses, catalogues, photography, documentation and catering (the **RQAS** kitchen may be used).
13. ***Responsibility of the RQAS***: The **RQAS** will offer assistance, without obligation, to ensure a presentable exhibition, and the **Gallery Director** has the final say in the presentation of the exhibition.
14. ***RQAS Rights***: The **RQAS** reserves the right to withdraw from the exhibition any artwork considered unsuitable and no correspondence will be entered into.
15. ***Copyright/Ownership*** Copyright remains with the Exhibiting artists. The **Exhibitor** or artist/s may consent to publication for the purpose of promotion.
16. ***Gallery Hire Rates:*** The rates for hire of both galleries is specified in Appendix A.
17. ***Parking:*** The parking available in the area is outlined in Appendix B.

The **RQAS** and the **Exhibitor** certifies by its undersigned authorised representatives who have read this Agreement that they agree to be bound by its terms and conditions.

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| **Exhibitor** |
| **Signature** |
| **Print full name** |
| **Date** |

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| **Representative of the RQAS (Brisbane Branch) Inc.** |
| **Signature** |
| **Print full name** |
| **Date** |

**Appendix A**

**Gallery Hire Rates are as follows**:

Discounted rates are available to Members who have had a continuing membership for 12 months.

To confirm dates and book the space, please contact the **Gallery Director** on 07 3367 1977.

PTG means “Petrie Terrace Gallery”

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| **Gallery Rates 2018** | Private | GST | Total |  | Brisbane Members Rate | GST | Total |
| PTG First week | $1,290.91 | $129.09 | $1,420.00 |  | $1163.64 | $116.36 | $1,280.00 |
| PTG additional weeks | $1,109.09 | $110.91 | $1,220.00 |  | $1000.00 | $100 | $1,100.00 |
| Studio Gallery | $518.18 | $51.82 | $570.00 |  | $472.73 | $47.27 | $520.00 |

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| Official Opening (Date and Time) . |
| Set up Time and Date: . |
| Bump out Time and Date: |
| Other Contacts: |

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| Refundable bond of $250, Rec # |

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| **Agreed Gallery Hire Price:** | | | | | | |
| Date: | | Paid: | Rec # | | Balance remaining: | |
| Date: | | Paid: | Rec # | | Balance remaining: | |
| Date: | | Paid: | Rec # | | Balance remaining: | |
| Date: | | Paid: | Rec # | | Balance remaining: | |
| Date: | | Paid: | Rec # | | Balance remaining: | |
| Final Payment Due: 2 months before booking on: | | | | | | |
| Final Payment | Date | | | Amount Paid | | Rec # |

**Direct deposit details: Royal Queensland Art Society Brisbane Branch Inc.**

**NAB BSB: 084123 ACC 775276512**

**Appendix B**

**Parking restrictions:** Parking on Petrie Terrace for either 2 or 4 hours is permitted by Brisbane City Council except between 7-9am or 4-7pm as it is then a clearway on weekdays. In our experience the best time for opening events held during the week is 7pm arrival to give your guests the best access to the gallery. For weekend events, either Saturday or Sunday in the early afternoons are good. Please note Suncorp Stadium events can impact us here in the gallery, and we advise that you check their online events calendar for any clashes.

The Petrie Terrace Gallery and The Studio Gallery are open from 10am till 3.30pm Tuesday to Sunday and other times by arrangement. There are up to 3 spots in the Gallery car park which may be utilised by **Exhibitors** by prior arrangement with the **Gallery Director**.

