

Royal Queensland Art Society (Brisbane Branch) Inc.

Petrie Terrace Gallery

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Terms and Conditions for Gallery Hire

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. Where the Studio Gallery is hired, RQAS workshops, classes and art groups will continue. Access to the gallery during Life Drawing sessions will be restricted apart from breaks. 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. The 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, drinking and mask wearing.
- 2. *Gallery Maintenance:* 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 **RQAS**, after the exhibition.
- 3. **Deposits and Payment Terms:** A 25% deposit is required on booking the space. The agreement can be cancelled by either party with 6 months written notice, prior to the commencement of the booking. Payment is required in full at least 6 months before the Exhibition is due to start. Should the **Exhibitor** cancel the agreement with less than 6 months notice, the 25% deposit will be forfeited. Should the exhibitor cancel the agreement with less than 4 months notice all monies 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 made by the **RQAS**, all payments will be refunded.
- 4. **Pandemic:** If the Petrie Terrace Gallery is closed as a result of a Federal, State or Local government Health Directive, 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 imposed by a Federal, State or Local government Health Directive, 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.
- Credit Card Facilities: The RQAS provides credit card facilities at no additional fee and accepts Visa, Mastercard
 and American Express however there is a surcharge to the customer. All sales must be processed via RQAS
 facilities or bank account.
- 6. **Gallery Hours and Security:** The standard gallery hours are 10 am to 3.30 pm, Wednesday to Sunday. The **Exhibitor** may extend opening times if approved by the **RQAS**. The **Exhibitor** will be responsible for securing & locking the gallery outside of staffed opening hours (Wednesday to Saturday 10am to 3:30pm). Failure to secure the gallery sufficiently may result in security call out fees and any charges incurred will be passed on to the Exhibitor.
- 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 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% (including 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 for packing, 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 **Creative 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 Petrie Terrace Gallery are specified in Appendix A.
- 17. *Parking:* The parking available in the area is outlined in Appendix B.
- 18. *Hire Fees:* Hire Fees are fixed for 9 months.

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 **Creative Director** on 0418 788 769.

PTG means "Petrie Terrace Gallery"

Please note that rates are only valid until December 2024.

Gallery Rates	Private	GST	Total	Brisbane Members Rate	GST	Total
PTG First week	\$1,727.27	\$172.73	\$1,900.00	\$1454.55	\$145.45	\$1,600.00
PTG additional weeks	\$1,545.45	\$154.55	\$1,700.00	\$1272.73	\$127.27	\$1,400.00
Studio Gallery	\$545.45	\$54.55	\$600.00	Contact	Gallery	for rate

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 Wednesday to Sunday and other times by arrangement. There are up to three spaces in the Gallery car park which may be utilised by **Exhibitors** by prior arrangement with the **Operations Manager**.

Hanging Space:

Petrie Terrace Gallery provides approximately 44 linear metres, plus the option to use screens for up to an additional 6 linear metres. Please see layout of Petrie Terrace Gallery below.

Studio Gallery provides approximately 22 linear metres.

