



## WOLLOMBI VALLEY ARTS COUNCIL EXHIBITION AGREEMENT

**Between:** The Wollombi Valley Arts Council Incorporated No. Y2841907  
C/- Wollombi General Store, NSW, 2325 ("WVAC").

**And:** "the exhibitor"

NAME	ADDRESS	PHONE	EMAIL

It is hereby agreed between the WVAC and the exhibitor that:-

1. The WVAC is a non-profit volunteer community group that manages the Wollombi Cultural Centre ("the Premises") for community purposes. The WVAC's role is to foster the arts. The WVAC will apply reasonable care and diligence in respect of any specified property of the exhibitor placed in the care or control of the WVAC by the exhibitor in connection with an exhibition, workshop, function or performance managed by the WVAC; and

2. The exhibitor will either separately insure the exhibitor's property against damage, theft or loss, however arising and/or hereby indemnify the WVAC against all claims in connection with the exhibitor's property, exhibition, workshop, function or performance, whether by third parties or otherwise and hold the WVAC harmless.

3. The WVAC shall supply the exhibitor with a bare non-exclusive licence to use the premises solely for the exhibition and sale of the works for the duration of the exhibition being

FROM		TO	
------	--	----	--

between the hours of 9.30am and 5.30pm, apart from extended hours for opening night, to be agreed. The exhibitor shall be responsible for opening, manning and closing the exhibition and for security during that time and shall take reasonable care of the premises, use shall be solely for the agreed purpose of an exhibition and the premises shall be in the same general condition at the end of the exhibition when all works shall be promptly removed.

4. The WVAC maintains a policy of public liability insurance but does not warrant that the policy will cover the exhibitor who shall take reasonable care for the safety of persons entering the exhibition and pay a \$10 membership fee prior to exhibition, in addition to any fees under clause 7 below.

5. The exhibitor shall nominate and appoint a curator with sole responsibility for managing and acquitting the exhibition and to promote or advertise the exhibition although the WVAC may assist at its discretion. The curator may be an exhibitor but must be a party to this agreement and shall have exclusive control over all aspects of the exhibition including any sponsors or third parties involved in the exhibition. Any third parties must be identified and the nature of their involvement fully described at the time of application for the exhibition.



6. Any opening function shall comply with all State and Local Government laws relating to the sale and supply of alcohol or refreshments and noise and in any event shall close before 10.00pm. The WVAC donations box shall be discretely displayed with all donations collected to be the property of the WVAC and the box only emptied by a WVAC Committee member. On no account must the exhibitor attempt to charge any fee for supply of alcohol or other refreshments.

7. The WVAC commission on sale of works exhibited shall be 10% of the gross sale price unless otherwise agreed in writing. No additional commission or fees shall be charged by the exhibitor. If EFTPOS facilities are used for any sales then the exhibitor shall reimburse the WVAC for any bank fees in addition to the gross commission. Exhibition may include approved workshops that shall be charged at \$20 per day. Attendees who are not members may not be covered by WVAC insurance and the exhibitor shall indemnify the WVAC from any claims.

8. It shall be the exhibitor's responsibility to maintain a record of works sold including price, purchaser, contact details, name of exhibitor and work. The exhibitor shall remit commission monies and any bank fees in a single cheque or bank transfer together with a copy of the aforesaid records within 3 weeks of the close of the exhibition. All cheques shall be addressed to "The Treasurer, Wollombi Valley Arts Council Inc." c/- Wollombi General Store, Main Road, Wollombi, NSW, 2325.

9. At all time the copyright in any works exhibited shall remain the property of the exhibitor and the exhibitor shall indemnify and hold harmless the WVAC in respect of any contested copyright or ownership claims including claims by third parties.

In consideration for which and in witness whereof the exhibitor and the WVAC have executed this agreement this day:-

**Date:** .....

**Specified Property:**

**Signed by the said exhibitor(s):**

**Signed on behalf of the WVAC by its authorised representative:**

**Date:**

***Exhibitor's Membership Fee: \$10 per exhibitor***

***WVAC Commission: 10% of the gross value of all works sold ( unless WVAC run show which is 25%)***

***EFT fees: 4% of the gross value of all works sold***