

EXHIBITION PROGRAM - TERMS AND CONDITIONS

Thank you for your interest in applying for the Contemporary Arts Spaces (CASM) Exhibition Program. Please read the following information and Terms and Conditions carefully.

Please contact CASM staff if have any queries, or if you would like support with completing the online application process.

By submitting an application, the Artist agrees to the following terms and conditions:

1. DEFINITIONS

Artist means the individual or individuals applying to participate in the exhibition whose name or names appears on the application form.

CASM means the Contemporary Art Spaces Mandurah.

Contemporary Art Spaces Mandurah Gallery means the portion of 63 Ormsby Terrace building titled the 'Gallery' situated at 63 Ormsby Terrace, Mandurah.

City means the City of Mandurah.

City Representative means the CASM Gallery Development Officer.

City Employee means any person who has a current Contract of Employee with the City of Mandurah in a casual, part-time or full-time role, across any of the City's workplaces (e.g. CASM, Recreation Centres, Administration Building, Operations Centre).

High risk exhibitions – exhibitions of artworks that may present a risk to gallery visitors or staff, includes but is not limited to artworks that:

- are heavy or awkward to display;
- have multiple extrusions;
- are suspended from the ceiling;
- are excessively fragile;
- are installed solely by the Artist;
- contain controversial content such as political, religious or culturally sensitive themes

Low risk exhibitions – exhibitions that present minimal risk to gallery visitors and staff, includes but is not limited to artworks that:

- are lightweight;
- are two-dimensional;
- are constructed with minimal extrusions;
- are installed by the gallery curator;
- contain themes that are generally non-controversial to broad audiences.

2. APPLICATION

The Artist must be over the age of 18 years. If requested by the City, a copy of photo ID must be provided by the Artist.

All information on the application form must be true and correct.

For Conceptual Exhibitions, all artworks must be new and must not have been previously exhibited in any venue or platform.

3. COMMISSION ON SALES

The City will retain a commission of 20% of the nominated artwork sales price (excluding GST, if applicable) for all works sold during the exhibition and for any works sold as a direct result of the exhibition for up to three months after the completion of the exhibition. This is to be held in good faith by the City and the Artist.

4. ARTIST PAYMENTS

Sale of Artworks

The City will pay the Artist the nominated artwork sales price for all sales (including GST, if applicable), minus the commission fee, at the completion of the exhibition in line with the City's creditor payment cycle.

Payments will be paid to the Artist's nominated bank account by direct transfer as soon as possible after the completion of the exhibition in line with the City's creditor payment cycle.

Artist Exhibition Fee

The Artist may invoice the City for the Artist exhibition fee of \$1,500 prior to commencement of the exhibition. This fee does **not** apply to the Large Group Conceptual Exhibition. For all other group exhibitions, the Artist Exhibition Fee will be shared equally between the participating artists. Should the exhibition, for any reason, not proceed, the City will provide the Artist with an invoice for the repayment of the fee in full within 28 days.

Artist Talk Fee

The Artist will invoice the City for the artist talk fee at the completion of the exhibition. This fee will align as close as practicable to best industry practice and will include a travel fee if the Artists lives outside of the Peel District.

5. CASM RESPONSIBILITIES

Care of Artwork

CASM will take due care to protect artworks against damage or theft, accidental or otherwise, during the installation, the exhibition duration and de-installation of the exhibition but does not accept any responsibility for artworks damaged or stolen.

CASM accepts no responsibility for artworks damaged in transit to or from the gallery.

Gallery Attendance

The Gallery will be attended by City of Mandurah staff during Gallery opening hours of Wednesday to Sunday 10am to 4pm to promote the exhibition, answer public enquiries and administer art sales.

CASM will communicate the progress of the exhibition including visitor numbers, sales and general enquiries.

CASM is a *shared space* where safe, non-invasive meetings occur outside of Gallery opening hours. This as a positive extension to the exhibition program and often brings a wider audience demographic. The City will notify exhibiting Artists if external events are planned to take place during the hire period. Artists will be acknowledged at any shared event and all due care will be taken with artworks on every occasion.

Exhibition Administration

CASM will deliver the administration for the exhibition as outlined in the Project Timeline. If agreed obligations are not met by the Artist, CASM retains the right to make curatorial decisions about exhibition administration, artwork inclusion and installation.

Exhibition Engagement.

CASM will deliver two exhibition engagement events including the exhibition launch and the Artist talk. Any further engagement events, including artist facilitated workshops, must be discussed with and approved by the Gallery Development Officer.

Marketing

CASM provides a standard exhibition marketing package for all exhibitions, including hard and digital collateral for community promotion.

6. ARTIST RESPONSIBILITIES

In addition to Artist responsibilities defined elsewhere in the Terms and Conditions, the Artist is responsible for:

- adhering to the CASM exhibition Project Timeline, completing all allocated tasks as per the agreed time schedule;
- communicating any exhibition changes to the CASM staff as soon as they occur;
- communicating with CASM any EXTRA marketing requirements and engagement activities at least ten weeks prior to the exhibition installation date;
- working collaboratively with CASM in the hanging or installation of the work;
- arranging and financing curatorial services other than the CASM gallery curator if required;
- taking a proactive role in the exhibition marketing and associated events; and
- communicating with CASM and financing any launch entertainment other than gallery background music;
- booking an arts or industry professional to formally open the exhibition; and
- spending time in the gallery during the exhibition to meet with potential buyers and create networking opportunities (it is statistically supported that most gallery sales at CASM occur while the Artist is present).

7. FORCE MAJEURE

Where the exhibition program, or parts thereof, are prevented, rendered impossible or unfeasible by reason of Force Majeure or by reason of following a State or Federal Government direction, the City may cancel or suspend the exhibition.

Where the exhibition program, or parts thereof, are cancelled or suspended under this clause, the parties agree that there shall be no claim in damages by either party and, in the event of cancellation, any obligations under this agreement shall be waived.

8. EXHIBITION ENGAGEMENT EVENTS

Opening Function

The opening function is to be scheduled for a Friday evening from 6pm to 7.30pm, OR a Sunday afternoon from 2pm to 3.30pm. CASM volunteers may assist with the event catering.

Artist Talk

The Artist talk event is scheduled for Thursday evenings 6pm-7.30pm OR Sunday afternoons 2pm-3.30pm. Catering is not provided at Artist talks.

9. INSURANCE

Each exhibition is risk assessed for insurance requirements on a scale of low to high risk. If an exhibition has been deemed medium or high risk on initial evaluation, CASM will complete a formal risk assessment process, in conjunction with the Artist, to determine actions required to minimise the risk to audiences and staff.

The Artist is to provide **public liability insurance** for the duration of the exhibition period for exhibitions with a risk rating of **medium or high** to a value as determined by the City to a maximum value of \$20 million.

Public liability insurance may be optional for **low-risk** exhibitions as determined by the City.

It is the Artist's responsibility to insure their artwork for damage and/or theft for:

- the duration of the exhibition;
- while the artwork is in the possession of CASM; and
- during transit to and from CASM.

The Artist is to provide copies of relevant insurance policy documents to CASM prior to the installation of the exhibition.

10. COPYRIGHT

The Artist grants CASM the right to use images of the artworks or artworks in situ for promotional purposes, however, copyright remains with the Artist.

11. CONFLICT OF INTEREST – CITY EMPLOYEES

If a City Employee is:

- a) an Applicant;
- b) a member of a group application; or
- c) a collaborator towards an Applicant's entry;

the following conditions will apply:

- The City Employee will not be entitled to receive any awards, prizes, financial interest or remuneration from their artwork;
- The City Employee may not be involved in the management of the program in which they are participating; and
- The City Employee may not promote or advertise their participation in the program through their personal social media accounts or personal networks.

The City Employee is required to speak to their Line Manager to determine if any of the City's policies regarding secondary employment and/or conflict of interest apply, before they submit an application.

For further information, please contact the Gallery by telephone (08) 9550 3989 or email: casm@mandurah.wa.gov.au.