



HIVE CIRCULATION SPACE AGREEMENT

This Agreement is between:

[First Name, Last Name] (hereafter referred to as 'the Artist')

[Street Address, Suburb, State, Post Code]

Phone: **[XXXX XXX XXX]**

Email: **[email address]**

and

Ulverstone Museum and Art Gallery [UMAG], Hive , Central Coast Council (hereafter referred to as 'Hive')

50 Main Rd,

ULVERSTONE TAS 7315

Tel 03 6429 8900

hive@centralcoast.tas.gov.au

1 PURPOSE AND PERIOD OF LOAN

1.1 The Artist agrees to lend the Work/s to exhibit (hereafter referred to as 'the Exhibit') in the Circulation Space on the ground floor of Hive. The period of loan is from **[DD-MM-YYYY]** until **[DD-MM-YYYY]**. The latter date being the date when the Work should be collected from Hive, unless prior arrangements have been made.

2 TRANSPORT AND INSTALLATION OF THE WORK

2.1 The Artist is wholly responsible for organising the delivery and collection of the Work to and from Hive.

2.2 Hive will assist the Artist with installation and deinstallation of the Work wherever possible.

3 MAINTENANCE AND HANDLING

3.1 Hive acknowledges that the Work is the property of the Artist and will ensure, wherever possible, that the Work is handled professionally and with the greatest care at all times.

3.2 Hive will use its best endeavours to ensure the Work is protected from fire, flood, theft, dirt, food, drink, smoking or handling by unauthorised personnel. Works in the Circulation Space which are displayed outside of the provided secure boxes are displayed at the Artist's own risk. Hive will not be held responsible for loss or damage in this instance.

3.3 Hive shall report any damage, loss or deterioration to the Work immediately to the Artist. Photographic documentation will be undertaken by Hive as soon as damage is identified.



4 INSURANCE

- 4.1 The insurance of the Work whilst in transit to and from Hive is the sole responsibility of the Artist. Insurance will be provided by Hive while the Work is on display excepting objects outside of the Display Boxes.
- 4.2 The Work displayed inside the Display Boxes and on the Wall in the Ground Floor Circulation Space only, will be insured for the value specified in the Artist's entry form **[\$xxx]** and in Attachment 1 of this Agreement, under the heading 'List of Works and Prices'. The Valuation (if the Work is not for sale) specified by the Artist shall reflect the fair market value of the Work. If the Artist does not specify an amount, the Gallery shall set an estimated value for the purposes of insurance during the loan period.
- 4.3 When the Gallery nominates a value in accordance with 5.2 the value is not to be construed as an appraisal by the Gallery.
- 4.4 If the Work is lost or irreparably damaged while on display in the Display Boxes or on the Walls in the Ground Floor Circulation Space, the Gallery will pay the Artist the agreed value of the Work as stated in Attachment 1 of this Agreement. The payment shall not exceed the amount recoverable to the Gallery by its insurers under the insurance policy effected in accordance with 5.2.
- 4.5 The Gallery will pay the Artist the reasonable cost of repairs if the Work on display in the Display Boxes and the Walls of the Ground Floor Circulation Space is repairable after damage.

5 COPYRIGHT AND REPRODUCTION

- 5.1 Subject to copyright law, Hive may reproduce and photograph the work, unless otherwise agreed in writing, for the following Central Coast Council related purposes:
- publicity and published reviews pertaining to the Exhibit
 - brochures
 - websites
 - newsletters
 - educational material
 - non-commercial archives or databases
 - social media
- 5.2 Hive maintains that the Artist owns all copyright of the Work outside of the Exhibit context.



6 RETURN OF WORK

- 6.1 At the end of the loan period, Hive will assist the Artist in packing and retrieving the Work.

7 INTEGRITY OF WORK

- 7.1 Hive will ensure, wherever possible, upkeep and respect for the integrity of the Work, and that it is not modified, altered, damaged or destroyed.

8 SALE OF WORK

- 8.1 Hive may act as a sales representative on behalf of the Artist with a 20% commission retained on any sales.
- 8.2 If sales are available, the Artist will complete a Bank Account Advice form and also a Statement by Supplier form if they do not have an ABN and will provide a price list two weeks prior to the start of the Exhibit and no later than **[DD-MM-YYYY]**.

9 WITHDRAWAL OF WORK

- 9.1 The Artist understands that the Work cannot be removed from Hive prior to, or during, the exhibition period **[DD-MM-YYYY]** until **[DD-MM-YYYY]**, with the exception of sales to the public.
- 8.2 Hive reserves the right to remove the Work from the Exhibit at any time. If it does so, the Gallery must provide reasons for the withdrawal to the Artist.

9 APPLICABLE LAW

- 9.1 This Agreement shall be governed by the law of the State of Tasmania, Australia, and any payments to be made by Hive pursuant to this Agreement shall be paid in Australian dollars.



This Agreement constitutes the entire understanding of the parties with respect to the Exhibit. Mutually acceptable modifications to the Agreement may be made at any time in writing signed by both parties.

Hive and the Artist pledge to use their best efforts to resolve informally, but to their mutual satisfaction any disputes arising out of this contract. Failing this, the parties agree to resolve their disputes in accordance with the rules of Arts Law Centre Mediation Service, a program of the Arts Law Centre of Australia, prior to having recourse to arbitration or litigation.

I agree to the terms and conditions of this Agreement and have read and understood its contents.

The Lender

Name:

Signed: Date:

UMAG , Hive, Central Coast Council

Name:

Signed: Date:



ATTACHMENT 1
HIVE CIRCULATION SPACE, INWARD LOAN AGREEMENT

Artist

Postal Address of Artist

Telephone

Email

LIST OF WORKS AND PRICES

(Format of each work listed as follows: Identifying photograph; Title; Price and/or Value if not for sale)

[insert works]

NOTE: The completed Attachment must be read in conjunction with the Inward Loan Agreement



Ulverstone Museum & Art Gallery
Hive, Level 1, 50 Main Street, Ulverstone, Tasmania
7 days a week | 10am-4pm | hivetasmania.com.au





ATTACHMENT 2 THE OFFER

Exhibit dates:	[insert dates]
Opening:	As part of Season Launch: [date, time]
Artist Fee	This is a non-fee paying opportunity
Sale of works:	20% commission; must provide a pricelist to Susanne Clear two weeks prior to the exhibit. Contact: susanne.clear@centralcoast.tas.gov.au
Marketing and Promotion: eg. Invitation, DL brochure, A4 Flyer, social	Social media profile
Any additional specific terms of offer:	[insert details]