



HIVE GALLERY INWARD LOAN 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 'the Gallery')

50 Main Rd,

ULVERSTONE TAS 7315

Tel 03 6429 8900

hive@centralcoast.tas.gov.au

1 PURPOSE OF LOAN

1.1 The Artist agrees to lend the Work for display in the exhibition **[Name of exhibition]** (hereafter referred to as 'the Exhibition') at the Gallery.

2 PERIOD OF LOAN

2.1 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 the Gallery's premises, unless prior arrangements have been made.

3 TRANSPORT AND INSTALLATION OF THE WORK

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

3.2 The Artist shall warrant to the Gallery that the Work is securely packed for transport.

3.3 The Gallery shall ensure that the Work is securely packed after the Exhibition. The Gallery will re-use the provided packaging for the return of the Work.

3.4 The Gallery will ensure that the Work is installed according to directions provided by the Artist, wherever possible.



4 MAINTENANCE AND HANDLING

- 4.1 The Gallery 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.
- 4.2 The Gallery will use its best endeavours to ensure the Work is protected from fire, flood, theft, dirt, food, drink, smoking or handling by unauthorised personnel.
- 4.3 The Gallery will only store the Work in secure and protected areas.
- 4.4 The Gallery will complete a Condition Report on unpacking and before the return of the Work. For insurance purposes, the Artist should also complete a Condition Report on dispatch and delivery of the Work.
- 4.5 The Gallery shall report any damage, loss or deterioration to the Work immediately to the Artist. Photographic documentation will be undertaken by the Gallery as soon as damage is identified.
- 4.6 The Gallery will not be held responsible for loss or damage to works whilst in the care of the Artist or his/her agents during the Loan Period.
- 4.7 The Artist will not be held responsible for loss or damage to works whilst in the care of the Gallery during the Loan Period.

5 INSURANCE

- 5.1 The insurance of the Work whilst in transit to and from the gallery is the sole responsibility of the Artist. Insurance will be provided by the Gallery while the Work is on display and during storage at the Gallery's premises prior to and after the Exhibition.
- 5.2 The Work will be insured for the value specified in the Artist's entry form to **[\$xxx]** and in Attachment 1 of this Agreement, under the heading 'Details of Work/Insurance value'. The Valuation 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.
- 5.3 When the Gallery nominates a value in accordance with 5.2 the value is not to be construed as an appraisal by the Gallery.
- 5.4 If the Work is lost or irreparably damaged while in the care of the Gallery, 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.
- 5.5 The Gallery will pay the Artist the reasonable cost of repairs if the Work is reparable.



6 CONSERVATION

6.1 Unless otherwise specified by the Artist, the Gallery will request written authorisation for any alteration, restoration and repair of the Work.

7 COPYRIGHT AND REPRODUCTION

7.1 Subject to copyright law, the Gallery 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 Exhibition
- brochures
- websites
- newsletters
- educational material
- non-commercial archives or databases
- social media

7.2 The Gallery maintains that the Artist owns all copyright of the Work outside of the Exhibition context.

8 RETURN OF WORK

8.1 At the end of the loan period, the Work will be returned to the address specified in this Agreement.

9 INTEGRITY OF WORK

9.1 The Gallery will ensure, wherever possible, upkeep and respect for of the integrity of the Work, and that it is not modified, altered, damaged or destroyed.

10 CATALOGUE/EDUCATION MATERIAL

10.1 The Gallery retains control of the design, editorship and written content of any Exhibition related material, including but not limited to invitation, catalogue, room brochure, and educational materials.

10.2 The Gallery will aim to maintain the integrity of the Work in all reproductions and relevant text.

10.4 The Artist will supply the Gallery with information and images about the Work upon request.

11 SALE OF WORK

11.1 The Gallery will not act as a sales representative on behalf of the Artist, unless otherwise agreed in writing.



12 WITHDRAWAL OF WORK

- 12.1 The Artist understands that the Work cannot be removed from the Gallery prior to, or during, the exhibition period **[DD-MM-YYYY]** until **[DD-MM-YYYY]**.
- 12.2 The Gallery reserves the right to remove the Work from the Exhibition at any time. If it does so, the Gallery must provide reasons for the withdrawal to the Artist.

13 APPLICABLE LAW

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

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

The Gallery 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 a [delete if not relevant]
HIVE GALLERY, INWARD LOAN AGREEMENT

Artist

Postal Address of Artist

Telephone

Email

DETAILS OF WORK

Artist

Title

Date

Medium and support

Dimensions unframed

Dimensions framed

Insurance value

Packing/ installation instructions

NB The Gallery will reuse packaging for the return of the Work

Address for the Return of Work

Acknowledgement /Credit Line

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



ATTACHMENT 1 b [delete if not relevant]
HIVE GALLERY, INWARD LOAN AGREEMENT

Artist

Postal Address of Artist

Telephone

Email

LIST OF WORKS

(Format of each work listed as follows: Title; Date; Medium & Support; Dimensions – unframed; Dimensions – framed; Insurance value)

[insert works]

Packing/ installation instructions:

NB The Gallery will reuse packaging for the return of the Work

Address for the Return of Work

Acknowledgement /Credit Line

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



ATTACHMENT 2 THE OFFER

Exhibition dates:	[insert dates]
Opening:	[insert details, dates & time]
Artist Fee – based on NAVA rates for a Medium Organisation : <ul style="list-style-type: none">• Existing works/New works• Solo/Group exhibition• Emerging/Mid-career/established	[insert fee]
Activity: eg. Public Program (eg. Artist talk)/ Education Group/ Residency etc	[Insert details, date & time]
Sale of works:	[insert T&Cs/contact point for sales etc]
Exhibition printed collateral: eg. Catalogue, Room brochure	[insert relevant details]
Marketing and Promotion: eg. Invitation, DL brochure, A4 Flyer, social	[insert relevant details]
Any additional specific terms of offer:	[insert details]