

LAKE HOUSE ARTS - GREAT ART SALE EXHIBITION AGREEMENT DEC 2022

AGREEMENT

This Agreement exists between the ARTIST (ARTIST represents all parties and participants involved in the exhibition) and LAKE HOUSE ARTS. If any part of this agreement is breached by the ARTIST the ARTIST may become liable for any cost incurred by LAKE HOUSE ARTS.

The ARTIST agrees to the following:

- For the purposes of this agreement the ARTIST agrees to use LAKE HOUSE ARTS as an exhibition space for the artwork(s).
- The ARTIST agrees that the artwork(s) will remain in exhibition at LAKE HOUSE ARTS for the duration of the exhibition, and will not be removed or replaced by the ARTIST under any circumstance.
- The ARTIST agrees that the artwork(s) may be, but are not required to be sold as a part of the exhibition by LAKE HOUSE ARTS. The ARTIST agrees to all requirements, policies, terms and conditions as laid out in this agreement.

LAKE HOUSE ARTS respects the ARTIST/S privacy. See our Privacy Policy Here – <https://www.lakehousearts.org.nz/webpages/lake-house-arts-privacy-statement/>

LAKE HOUSE ARTS EXHIBITION REQUIREMENTS

EXHIBITION READY

Artworks must be submitted ready to exhibit. 2D artworks for wall hanging must have correctly installed D-Rings or metal loop screws with at least 5 millimeter diameter and be prestrung.

The ARTIST must enable the 2D artwork to be able to be hung with the Artitec Hook System used by LAKE HOUSE ARTS in any Gallery. LAKE HOUSE ARTS takes no responsibility for artworks which are not conventionally hung using gallery hanging systems.

3D works must be presentation ready. LAKE HOUSE ARTS has small plinths without covers. Any 3D works requiring special presentation platforms or plinths require the ARTIST to supply the presentation system.

OVERSIZED AND NOT EXHIBITION READY WORKS

Oversized works and not exhibition ready works may not be presented in exhibition at the discretion of the management.

DESIGN

LAKE HOUSE ARTS will plan the exhibition and installation with input and assistance from the ARTIST or group at the sole discretion of the management and unless otherwise expressly agreed by the management.

LAKE HOUSE ARTS sets the standards for and design for any introductory signage, panels, handouts or individual labels where applicable and in consultation the ARTIST or group.

LAKE HOUSE ARTS has final say on any matters discussed related to use of space and design for an exhibition.

STANDARD 2D & WALL HUNG INSTALLATION

LAKE HOUSE ARTS use an ArtiTeq hanging system. See more here:

<https://www.artiteq.co.nz/shop/Picture+Hanging+Systems/Clickrail.html>)

All work needs to be framed, or have d-rings installed.

LAKE HOUSE ARTS reserves the right to add d-rings to any artworks provided for exhibition that have not added them to the artwork. The supplier of the artwork will be charged \$15 + GST for D-ring installation on their artwork.

NON-STANDARD 3D & WALL HUNG INSTALLATION

All non-standard 3D and wall hung installation is at the sole discretion of LAKE HOUSE ARTS.

Any damage to walls, floors or any other part of the exhibition space as a direct result of non-standard installation will be the responsibility of the ARTIST or group to repair or replace.

The ARTIST or group shall also incur any additional costs for repair or replacement of damaged items or damage incurred to the exhibition space as a result of their exhibition.

SCULPTURE AND 3D WORKS

LAKE HOUSE ARTS has some stands and display tables for sculptural and 3D works which can be available to ARTISTS exhibiting, including Museum Wax for securing works.

LAKE HOUSE ARTS does not provide glass or perspex/acrylic covers for display stands or tables. If the ARTISTS wants their work covered they must provide at their own display equipment at their own expense and liability, and must seek permission from LAKE HOUSE ARTS for any use.

If the ARTIST is not happy with the display equipment available from LAKE HOUSE ARTS they must provide at their own display equipment at their own expense and liability, and must seek permission from LAKE HOUSE ARTS for any use.

Works exhibited on the Gallery floor require permission from LAKE HOUSE ARTS and must be made safe and secure so as to not cause a hazard. Any damage to walls, floors or any other part of the exhibition space as a direct result of installation will be the responsibility of the ARTIST or group to repair or replace.

The ARTIST or group shall also incur any additional costs for repair or replacement of damaged items or damage incurred to the exhibition space as a result of their exhibition.

LAKE HOUSE ARTS has the final say on what works may or may not be included for display and the overall arrangement of art in the Gallery.

PROMOTION

LAKE HOUSE ARTS will promote the exhibition through the following means-

- Press release to media network.
- LAKE HOUSE ARTS periodic newsletter sent out by email (a database of +/-5000).
- The exhibition will be listed on the LAKE HOUSE ARTS website and various other arts or event related sites (including social media and Auckland council event pages).
- Email invitations (designed by Lake House unless otherwise arranged) sent to Lake House mailing list + to ARTIST for distribution. Lake House Logo must be correctly used and all publicity must be checked first with the Manager.
- Targeted Media and Marketing stream that ties in with the exhibition (Eg. Photography festival, Mataraki festival, Fringe Festival, etc...)

UNEXPECTED CLOSURE

LAKE HOUSE ARTS may be subject to unexpected closure due to a variety of reasons - (Pandemics / Lockdowns / Natural Disasters / Acts of God/Goddess/Flying Spaghetti Monster, etc).

LAKE HOUSE ARTS reserves the right to close the facility to the public if required.

LAKE HOUSE ARTS communicate with the ARTIST as to the impact of such closure and any residual effects and/or actions that may be taken on behalf of the exhibition that may be determined as a result.

ADDITIONAL EVENTS

LAKE HOUSE ARTS reserves the right to stage any private or public event or activity it sees fit in the Gallery Space at any time where it deems the event or activity will increase public access to the gallery.

LAKE HOUSE ARTS reserves the right to move or shift artworks in the gallery space as appropriate to stage events and activities. Shifted works will go back into exhibition positions for public viewing.

COPYRIGHT

Copyright of images of the ARTIST's work, exhibition and publication text, remain the property of the exhibiting ARTIST.

The ARTIST agrees to abide by all current New Zealand Copyright Laws in the content, sources, presentation, display, presentation and sale of artwork included in the exhibition.

Except for the purpose of publicity, reporting, critical review and installation record the gallery will not copy, photograph, or otherwise reproduce or transmit any part of the exhibition or ARTISTS work without prior permission from the ARTIST.

CHAIN OF TITLE AND IMAGE USE PERMISSION

The ARTIST/group warrants that they solely own or represent all intellectual property and copyright in the artworks presented for the exhibition under their name or organisation/group. The ARTISTS gives permission to LAKE HOUSE ARTS and its representatives to use imagery of artworks used in the exhibition, images of the ARTISTS and creators involved and any additional logos, branding or otherwise associated with the exhibition to promote the exhibition on any and all media platforms.

INSURANCE AND DAMAGE TO ARTWORKS

Insurance of the artworks while on display at Lake House, in transit to and from Lake House, is the responsibility of the ARTIST. LAKE HOUSE ARTS will take all care but no responsibility for artworks that are unstable or poorly exhibited which may result in damage. Lake House has no storage facility for artwork after the exhibition take down. LAKE HOUSE ARTS and/or The Lake House Trust will not be liable in any way for damage or theft of artworks onsite and/or on exhibition at Lake House Art Centre.

ABANDONED WORK

Work left for longer than three months will be sold to defray expenses. Price of sale will be at the Sole discretion of LAKE HOUSE ARTS. SECURITY, EVACUATION AND SAFETY POLICY

LAKE HOUSE ARTS has a standard security monitoring service which includes: Centre staff, an after hour's alarm system, camera's and security monitoring service. Lake House has a Health and Safety Policy as well as an evacuation plan.

PRESENTATION & COMMUNICATION

The ARTIST guarantees:

- Creation of work – including materials and framing, professional packing and delivery on time.
- Collection of work by collection date. Any artwork that is not collected by the date specified without alternative arrangements will become the property of the Lake House Art Centre.

DELIVERY

Consignment of Objects to LAKE HOUSE ARTS

Attention: Manager

37 Fred Thomas Dr, Takapuna, Auckland 0740.

Ph: 486 4877 Email: manager@lakehousearts.org.nz

ARTWORK INFORMATION

The ARTIST must supply all specific information as requested by LAKE HOUSE ARTS in the form and layout requested by LAKE HOUSE ARTS. This may be an online or physical form for the ARTIST to fill out.

CANCELLATION OF EXHIBITION

LAKE HOUSE ARTS reserves the right to cancel any exhibition at any time

LAKE HOUSE ARTS also reserves the right to cancel any exhibition at any time in the following circumstances:

- Failure of the ARTIST to provide information and artwork by required deadlines.
- If any element of the exhibition is in breach of Health and Safety and cannot be fixed by either party.
- If the ARTIST is unable to secure Chain of Title or Copyright for any aspect of the exhibition.
- If the ARTIST is unable to maintain confidentiality and/or good relations with LAKE HOUSE ARTS. In any or all of the above 4 bullet points the ARTIST will not be entitled to any kind of refund.

SALE OF ARTWORK AGREEMENT

The ARTIST agrees the LAKE HOUSE ARTS has the right to sell the listed and received artwork for the duration of the exhibition as stated in this agreement.

THE ARTIST agrees to the following:

SALE OF WORK, TAX OBLIGATIONS, HIRES and FEES

All work will be for sale. The ARTIST nominates the sale price. For the GREAT ART SALE 2022, LAKE HOUSE ARTS will not take any commission or + gst.

Any tax obligations incurred such as Income or Provisional Tax and GST (where applicable), is the responsibility of the ARTIST.

The ARTIST will supply all relevant bank account details for ease of payment when works are sold. ARTISTS will receive payment for their artworks after the exhibition has closed and Lake House has received the payment in full from the purchaser.

Payment will be made no later than the 20th of the following month after the closing date for the exhibition - i.e: If your exhibition closes on April 1st, you can expect to receive payment by May 20th.

ARTIST BANK ACCOUNT FOR PAYMENT-

BY SIGNING THE ARTIST AGREES TO ALL TERMS AND CONDITIONS ARTIST TO SIGN HERE (ON DELIVERY) _____

DATE _____

SIGNED ON BEHALF OF LAKE HOUSE ARTS

DATE _____