



## EVENT HORIZON GALLERY – Terms and Conditions of Exhibition by Consignment

1. The exhibition of artworks at the Event Horizon Gallery (the **Gallery**) is subject to a *consignment agreement* between the Gallery and the party exhibiting such artworks at the Gallery (the **Artist**). Under this arrangement, the Artist consigns artworks to the Gallery for a set period during which the Gallery exhibits and can sell the artworks on the Artist's behalf. The Gallery thus acts as an agent on behalf of the Artist in relation to the artworks being exhibited by the Gallery. Unsold artworks are returned to the Artist at the end of the consignment period.
2. Parties to the consignment agreement governing the exhibition of artworks at the Gallery are the Gallery and the Artist, or Artists where the exhibition is a group exhibition, whose artworks are being exhibited. If an Artist has an Australian Business Number (ABN) and/or an Australian Company Number (ANC), this number, or these numbers, must be disclosed. In the case where the Artist is a company, the address of the registered office of the company must also be disclosed.
3. In the case of artwork consigned to the Gallery in a recorded digital or analogue form, including but not limited to film, digital images, animations, video recordings, audio recordings and multi-media works (**recorded works**), the Gallery may publicly exhibit these works on appropriate equipment for the duration of the consignment period and, if the Artist so wishes, make licensed reproductions of these works available for sale. Equipment used for the playing of recorded work will be of such quality that the original integrity of the recorded work will not be compromised to any reasonable extent.
4. All artworks consigned to the Gallery by the Artist must be fully described in the Schedule accompanying the consignment agreement. This schedule should take the form of a works list stating the title of each consigned artwork (where a title exists), a description of the work in terms of its dimensions, media and materials and other features which distinguish the work, the condition of the work and the retail price (in Australian dollars) sought by the Artist for the work or, in the case of recorded works, for licensed reproductions of the work. Where the artwork is an original or part of a limited edition series, this should also be disclosed. The Artist must be the originator of the work and hold copyright and other relevant rights in the work. The works list is signed by both the Artist and the Gallery as a true record of the works consigned to the Gallery.
5. The consignment period for the exhibition commences from the time the artworks are delivered to the Gallery and ceases at the conclusion of the agreed exhibition date, unless arrangements are made prior to this to extend the consignment beyond the exhibition (for example where works are to be held in stock). Upon completion of the consignment period, the Artist must collect all artworks which remain unsold. All costs associated with the delivery and the collection of the artworks are the sole responsibility and liability of the Artist.
6. The retail price of each artwork consigned to the Gallery must be set by the Artist (in consultation with the Gallery if the Artist so wishes). The retail price is the price at which the Gallery will offer to sell the artwork. It comprises the amount to be paid to the Artist, plus the Gallery commission. Artists, in setting their prices should be aware of all laws relating to price setting, particularly those relating to illegal practices of price fixing by collusion with other Artists. The Gallery will take a commission of forty percent ( 40%) on all sales of artworks consigned to it under this Agreement, or, in the case of recorded works, for licensed reproductions of the work.



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7. The Gallery may discount prices of artworks consigned to it, however, this can only be done with the approval of the Artist. The cost of discounts may be born solely by the Gallery (by deducting this cost from its commission), or may be born equally or in any other ratio between the Gallery and the Artist depending on agreement reached between the Gallery and the Artist.
8. The Gallery will not offer buyers the option of installments in relation to sale of any artwork, except where the Gallery and the Artist agreed to do so. The Gallery will not release any artwork to a buyer until such time as the price of the artwork has been paid to the Gallery in full. The Gallery may assist the buyer with delivery of the artwork to the buyer following completion of a sale, but the costs of such delivery will be the responsibility of the buyer unless the Gallery otherwise agrees to meet part or all of such costs.
9. All moneys received from the sale of artwork on consignment will be held in trust by the Gallery until the end of the month in which the sale was completed at which time a cheque for the amount paid by the buyer, less the Gallery's commission, will be sent to the Artist's address as provided to the Gallery by the Artist.
10. A statement of all sales completed by the Gallery on behalf of the Artist will accompany each monthly payment to the Artist. Where no sales have been completed on behalf of the Artist in the month no statement will be issued.  
All transactions by the Gallery on behalf of the Artist in relation to consigned artworks or, in the case of recorded works, for licensed reproductions of the work, will be exclusive of GST. Where the Artist is required to collect GST, the amount involved should be factored into the Artist's component of the retail price for a work. In all such cases, the Gallery recommends the Artist obtains expert advice from an accountant, or the Australian Tax Office.
11. The date for delivery of works for consignment to the Gallery will be determined by the Gallery, in consultation with the Artist. It is the responsibility of the Artist to arrange delivery of the works to the Gallery, including packing and transit insurance. The Gallery will undertake unpacking and installation of the works again in consultation with the Artist. The decision of the placement of works within the Gallery rests with the Gallery; however, the Gallery will consult with the Artist in this regard as much as is feasible. The Artist may assist with the installation of the work but will generally not be required to do so unless such installation requires the assistance of the Artist due to its particular nature and requirements.
12. Upon completion of the consignment period, the Artist will be required to collect all his or her artworks remaining unsold. The Gallery will assist with the de-installation and packing of the works, but responsibility for removal of the works from the Gallery rests with the Artist. Any works remaining uncollected after a period of two weeks from the date of cessation of the consignment period will thereafter incur a storage charge of ten percent (10%) of its retail value as set by the Artist for each week it remains uncollected.
13. Insurance of artworks consigned to the Gallery, in transit to and from the Gallery and while at the Gallery, remain the responsibility of the Artist. The Gallery has minimum insurance cover on some artworks on consignment only to the extent that in the event of loss or damage of an artwork while in the care of the Gallery, the costs of materials used in the artwork, but not the cost of labour involved in its creation, may be claimed through the insurance policy. This minimum cover does not apply to jewellery on consignment.



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14. All artworks consigned to the Gallery must be fit for exhibition. Works intended for wall hanging must be framed or stretched and mounted and fitted with D hooks to enable hanging. Three dimensional artworks, such as sculpture, must be capable of being securely exhibited on a floor or plinth or pedestal or other flat horizontal surface. Artworks intended to be suspended in any way must be fitted with the appropriate wires and hooks to enable such suspension. Recorded works must be capable of being replayed on the Gallery's equipment.
15. Title (ownership) in artwork consigned to the Gallery remains with the Artist until such time as a buyer has paid for the artwork in full at which time ownership passes to the buyer. Neither consignment, nor sale of an artwork, affects copyright or moral rights in the artwork which remain with the Artist. In the case of recorded works, the Gallery may sell licensed reproductions of the work with the approval of the artist but ownership of the original recording provided to the Gallery for display shall remain with the Artist.
16. For artwork consigned to the Gallery with a retail price of one thousand Australian dollars (A\$1000) or more, the Gallery will execute a written contract of sale between the Gallery as agent for the Artist on the one part and the buyer of the artwork on the other part. If the Artist wishes to sign such a contract of sale himself or herself, rather than have the Gallery undertake this as agent, this wish must be conveyed to the Gallery in writing at the time the artwork is consigned to the Gallery.
17. For artwork consigned to the Gallery with a retail price of two hundred Australian dollars (A\$200) or more, the Gallery will attempt to obtain details of the buyer of the artwork, such as name and contact particulars, and pass such information back to the Artist.
18. By consigning artwork to the Gallery for exhibition and sale, the Artist grants the Gallery a limited licence to reproduce the Artist's work for the purpose of publicising and promoting the artwork. Such limited licence to reproduce the Artist's artwork ceases at the same time as the consignment period, unless otherwise agreed between the Artist and the Gallery.
19. In exhibiting artwork consigned to the Gallery, the Gallery will ensure appropriate recognition is given to the Artist through signage which identifies the Artist as the originator of the artwork, title of the artwork, and a description of the artwork (media, dimensions, etc). The Gallery will also display a brief Artist's statement on his or her work where such is provided by the Artist to the Gallery. If provided, this Artist's statement may also be used by the Gallery to publicise and promote the Artist's artwork while it is on exhibition or held in stock at the Gallery.
20. For its part in promoting an exhibition, the Gallery will publicise the exhibition in Art Almanac, as well as its own website. It will also send an e-Flyer (electronic flyer) advertising the exhibition by email to people on the Gallery's mailing list. Artists can supplement this mailing list with their own. The printing and mail-out of printed flyers can also be done through the Gallery, but in such cases the cost of flyer design, printing and postage must be met by the Artist.
21. The Gallery will organize and manage an opening event for each exhibition with e-invitations to people on its own mailing list, plus people on any electronic any mailing list supplied by the Artist(s). The cost of catering for the event will be shared between the Gallery and the Artist(s) exhibiting. The extent and type of catering provided by each party will be agreed between the parties prior to the exhibition opening.



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22. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Gallery or the Artist, by means of written notification of termination from either party to the other. In the event of the Artist's death, the estate of Artist shall have the right to terminate the Agreement. Within thirty days of the notification of termination, all accounts shall be settled and all unsold artworks shall be returned by the Gallery, subject to clauses 13 and 14 of this Agreement.
23. Amendments to this Agreement must be signed by both the Artist and the Gallery and attached to this Agreement. Changes, additions and deletions to the form of this Agreement must be initialed by both parties to the Agreement.
24. In the event of a dispute between the Artist and the Gallery in relation to a consignment of artworks with the Gallery, such dispute if unresolved between the Artist and the Gallery will be referred to the Arts Law Centre of Australia for mediation.