

PERSPECTIVE: new work by Craft Victoria Members
CONSIGNMENT/EXHIBITION AGREEMENT

PERIOD OF CONSIGNMENT AND EXHIBITION

The period of consignment coincides with the exhibition dates from Friday 1 August – Saturday 12 September 2009. Gallery opening hours are Monday 12-5pm, Tuesday to Saturday 10am-5pm.

COSTS COVERED AND SERVICES PROVIDED BY CRAFT VICTORIA

Craft Victoria will cover the following costs and services associated with the exhibition:

- Design and printing costs of program
- Postage costs for distribution of program to Craft Victoria's mailing list
- Promotion of exhibition to the media and general public
- Production of online catalogue for the exhibition
- Installation and display requirements, including materials and lighting
- Exhibition signage
- Catering arrangements for the opening launch of the exhibition
- Staffing for the duration of the exhibition
- Facilitation of sales and referrals
- Insurance and public liability
- After hours security

ADVERTISING AND PROMOTION

Craft Victoria exhibitions are advertised and promoted extensively via in house and external media. All exhibitions are profiled on Craft Victoria's website and in the monthly Craft Almanac email newsletter which is sent to over 4,000 subscribers. Exhibitions are also promoted in Craft Victoria's programs and media releases, and are listed in the Art Almanac. An online catalogue will be produced for PERSPECTIVE, featuring an image of each work selected for the exhibition, along with the Exhibitor's written response. For these purposes, Craft Victoria will use a selection of images chosen from the submissions, and requires an image at least 500px square at 72dpi and of good quality. Please note that Craft Victoria may request a high resolution version of the image for additional media opportunities.

DELIVERY AND COLLECTION OF WORKS

The Exhibitor will be responsible for both delivery and collection of work submitted for PERSPECTIVE. Work which has not been collected from Craft Victoria by Saturday 19 September 2009 will be posted back to the Exhibitor Cash on Delivery (COD).

SALES

Craft Victoria will offer the work for sale at the retail price specified by the Exhibitor. The commission on all sales is 40% of the sale price (excluding GST), in accordance with Craft Victoria's Retail and Exhibition Sales Policy.

REFERRALS

Craft Victoria will take the details of any parties interested in contacting the Exhibitor for the purpose of special orders or wholesale enquiries. These details will be passed onto the Exhibitor in writing.

OWNERSHIP OF WORK

All work remains the property of the Exhibitor until sold.

PAYMENT

Craft Victoria will pay Exhibitors by Electronic Funds Transfer (EFT) for work sold during the exhibition within 30 working days after the month in which the work was sold.

INSURANCE

While the work is held at Craft Victoria, Craft Victoria will maintain adequate insurance or indemnification against loss, theft, damage or destruction of the work. If work is lost, stolen or damaged, Craft Victoria will be liable to pay the Exhibitor at the wholesale price.

PUBLIC LIABILITY

Craft Victoria has public liability insurance to cover injury to the public in the gallery.

REPRESENTATION

If the Exhibitor has a prior relationship with a commercial gallery, retailer or agent it is the Exhibitor's responsibility to inform that commercial gallery, retailer or agent of their intention to exhibit with Craft Victoria and ensure there is no conflict in this arrangement. The Exhibitor must inform Craft Victoria if there is a need to negotiate a commission sharing arrangement with their gallery, retailer or agent.

WARRANTY

The Exhibitor warrants to Craft Victoria that to the best of his/her knowledge the works included in the exhibition and any additional advertising or promotional material prepared by the Exhibitor do not include defamatory or obscene material or infringe the rights, including copyright and confidentiality, of any third party.

INDEMNIFICATION

The Exhibitor indemnifies Craft Victoria against all claims, proceedings, damage and costs (including legal costs and expenses properly incurred) made against Craft Victoria as a result of any breach of any warranty in this agreement.

COPYRIGHT

The Exhibitor warrants that the work does not infringe copyright either because it is the Exhibitor's original work or because the Exhibitor has the permission of the copyright owners of the work. In either case, any claim made or loss incurred because of any breach of this warranty will be the Exhibitor's responsibility.

MORAL RIGHTS

Craft Victoria acknowledges and respects the moral rights of the Exhibitor.

DISPUTES

Should any dispute arise concerning any matter referred to in this contract, the dispute will be referred to the arbitration of two arbitrators, one to be appointed by each party. In the event of the arbitrators disagreeing, the dispute will be referred to an umpire selected by the arbitrators. The parties agree to accept and be bound by the decision of the arbitrators or umpire.

AGREEMENT TO TERMS AND CONDITIONS

This is an agreement between:

Name:.....

Address:.....

Phone:..... Email:

Signed:..... Date:.....
(Exhibitor)

and

Craft Victoria, 31 Flinders Lane, Melbourne VIC 3000

Signed:..... Date:.....
(Joe Pascoe, Artistic Director)

Please return by post.

