



ARTIST AGREEMENT

BETWEEN:

South Essex Arts Association / Leamington Arts Centre
(hereinafter "SEAA/LAC")

AND

(hereinafter "Artist")

WHEREAS the parties have agreed to enter into this Agreement for the rental of the space known as the South Essex Arts Association (SEAA) gallery exhibition space also known as the Leamington Arts Centre (LAC) located at 72 Talbot Street West, Leamington, Ontario;

AND WHEREAS it is considered mutually desirable to set out the term, responsibilities and duties of the SEAA/LAC and the Artists with respect to the rental;

NOW THEREFORE, in exchange for the mutual covenants contained herein, the sufficiency of which is deemed satisfactory by the parties to found the consideration for this Agreement the SEAA/LAC and the Artist AGREE AS FOLLOWS:

ARTICLE 1 – RENT AND TERM

The following are the terms of the agreement for rental by the SEAA/LAC. Any questions or concerns regarding the terms and conditions found herein should be forwarded in writing to the Director.

1.01 The term of this Agreement shall commence at 10am on the first day and terminate at 5pm on the last day for the duration of approximately one month (exact dates at the end of this agreement.)

1.02 Rent shall be paid at the following applicable rate for the period set out herein.

- (a) Southpoint Sun Gallery - \$295 (1 month)
- (b) Second Gallery - \$195 (1 month)
- (c) Middle Gallery - \$145 (1 month)
- (d) Community Gallery + Meeting Space - \$250 (3 months)

1.03 A 50% deposit of the total rental fees will be required when signing this agreement or the exhibition will not be considered booked. The Artist will forfeit the deposit for cancellation of the Agreement at any time for any reason if the cancellation is less than six (6) weeks from the time of commencement of this Agreement.

1.04 The use of the Gallery shall consist only of the floor space and wall space in the rental gallery and shall not include the use of the SEAA/LAC/LAC's office or basement or any other area of the LAC.

ARTICLE 2 – ARTWORK DELIVERY & INSTALLTION

2.01 The Artist is solely responsible for delivery and return of artwork of his or her exhibition on the dates and times set out herein. The SEAA/LAC reserves the right to remove the Artist's exhibition on the termination of the term if the Artist has not done so.

2.02 The LAC Director shall be responsible for the exhibit installation and with such reserves all rights for final installation decisions. The SEAA/LAC will make every effort to accommodate Artist's wishes. The Artist may assist the SEAA/LAC with installation.

2.04 The Artist shall be solely responsible for returning the rented premises to the condition it was in at the commencement of this term. The SEAA/LAC reserves the right to make necessary repairs upon removal of the exhibition to restore the rented space to its previous condition. The cost associated with such restoration or any damage incurred shall be deemed to be additional fees and payable by the Artist to the SEAA/LAC.

2.05 The SEAA/LAC reserves the right to have artwork photographed for educational and promotional purposes only.

2.06 All artwork must be completely dry and ready for the exhibition.

2.07 2D artwork (wall-art) must be ready for hanging with hanging hardware. 3D artwork (free standing art) must be stable and ready for display. The SEAA/LAC will not be held responsible for any damages occurring during the exhibition as a result of poor construction or design.

2.08 Artwork not picked up by the artist within 12 months from the termination of this agreement shall become the property of the SEAA/LAC.

ARTICLE 3 – CONTINUED ACCESS

3.01 The Artist also acknowledges and is aware that public and private events, meeting, presentation or workshops may also be planned within the time period of the Artist's exhibition term which require use of the gallery space, tables, etc. These events or activities will not alter or move your artwork or exhibition unless previously discussed with you the artist. The Artist is to be in direct correspondence with the Director on any dates/times they are wishing to host evening/daily events during their exhibition to confirm there are no other events booked for the specific time period. The Artist acknowledges that there may be no public access to the gallery during the time of private events, meetings, etc. depending on the type of event. LAC administration will make all efforts to accommodate viewing of the artist's works.

ARTICLE 4 – JURIED SELECTION PROCESS

4.01 The Artists must comply with and adhere to all federal, provincial and municipal laws regulating or affecting the content of the Artist's work. The SEAA/LAC reserves the right to restrict the display of and/or remove any particular piece of artwork that, in its sole discretion, does not conform to community standards and/or is in any way defamatory or overtly sexualized.

ARTICLE 5 – INSURANCE

5.01 The Artist shall indemnify SEAA/LAC and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with the loss of life, personal injury, and/or damage to the property arising from the Artist's use of the premises.

5.02 The Artist must provide SEAA/LAC with a complete inventory list of items on display for sale, and not for sale with the following details: title, medium, size and price, in this stated order the list will be used for insurance and sale purposes.

ARTICLE 6 – ALCOHOL

6.01 If Alcohol is to be served, the Artist MUST complete the Municipality's Alcohol Risk Management Agreement; a \$100 Alcohol Service Fee will apply to cover alcohol liability insurance, a designate from the LAC with a Smart Serve to attend and serve alcohol, a portion of the AGCO license fee and the wine which will be sold to patrons. All proceeds from the sale of alcohol will go directly to the SEAA/LAC. Wine is the only type of alcohol served.

ARTICLE 7 – SOCAN

7.01 SOCAN fees/tariffs are setup by the Copyright Board and will be billed directly to the Renter whenever music is performed or played. A SOCAN licence gives you the freedom and flexibility to use virtually any music you want for your business or public event - legally, ethically, and easily. More information here: <https://www.socan.ca/licensees/faq-licensing>

ARTICLE 8 – SALES

8.01 SEAA/LAC will handle all sales and retain a commission of 30% for non-members and 25% for members.

8.02 No works of art shall be removed or exchanged from the gallery until the end of the show unless approved by the SEAA/LAC.

8.03 If a piece of artwork is sold, the artwork will remain on display for the duration of the exhibit and can be collected by the buyer after the exhibit end, unless otherwise agreed upon by the Director and the Artist. Artist shall not make arrangements for sales outside of the LAC.

ARTICLE 9 - SIGNAGE AND INFORMATION

9.01 Information regarding the exhibition and activities regarding the exhibition is to be provided by the Artist to the LAC staff (this include prices, descriptions, any artist statement(s) or biographies, contact information and workshop/demonstration schedule(s) as staff often gets inquiries about these matters.

9.02 Artist Statements used in conjunction with the exhibition shall be provided by the Artist to the LAC Director a minimum of 1 month prior to the exhibition commencement date set herein and all and any use of said statement(s) will be approved by LAC Director. Artist statements written in the 3rd person must state authorship of the writer.

LIMITATIONS & LIABILITY

The LAC's liability for any breach of the above conditions agreement, including the breach of any fundamental condition outlined or any breach arising out of or related to this agreement, shall be limited to the Renter's actual, provable damages in an amount not to exceed the total amount actually paid to the LAC in compliance with this agreement. Regardless of the form of action (breach of contract, strict liability, tort, negligence, or other legal violation) the LAC reserves the right to terminate this agreement if such action is to occur and no refund shall be given. The Renter acknowledges and agrees that in no event will the LAC be responsible for incidental, punitive, indirect or consequential damages, including damages resulting from loss of business revenue or lost profits, even if the LAC has been advised of the possibility of such damages.

ARTIST & EXHIBITION INFORMATION

Exhibition Date: _____ to _____ **Exhibition Space:** _____

Artist Name: _____ **Exhibit Title:** _____

Additional Participating Artists: _____

Address: _____

Phone: _____ Email: _____

Reception (Y/N): _____ **Reception Date & Time:** _____

Alcohol Will Be Served? (yes/no) _____ If yes, Insurance Co. & Policy No.: _____

TOTAL FEES:

Exhibition Rental Space: \$ _____

Alcohol Service Fees: \$ _____

SOCAN Fees \$ _____

TOTAL \$ _____

<p>OFFICE USE;</p> <p>Deposit Date & Method:</p> <p>_____</p> <p>Paid In Full Date & Method:</p> <p>_____</p>
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I/we have read and agree to/will adhere to the terms and conditions stated in this agreement, Dated, Leamington, ON:

ARTIST Signature: _____ **Date:** _____

SEAA/LAC Signature: _____ **Date:** _____

Recognition of Your Support

The LAC is a not-for-profit, charitable arts organization committed to create, sustain and celebrate the arts. Rental fees and community support by way of donations are essential to the LAC's continued success and the vitality of the arts in our community. Should you choose to make a donation in addition to your Facility Rental, a charitable donation income tax receipt will be given for the full amount of your gift. Thank you for choose the LAC, we look forward to working with you to make a memorable and special event.

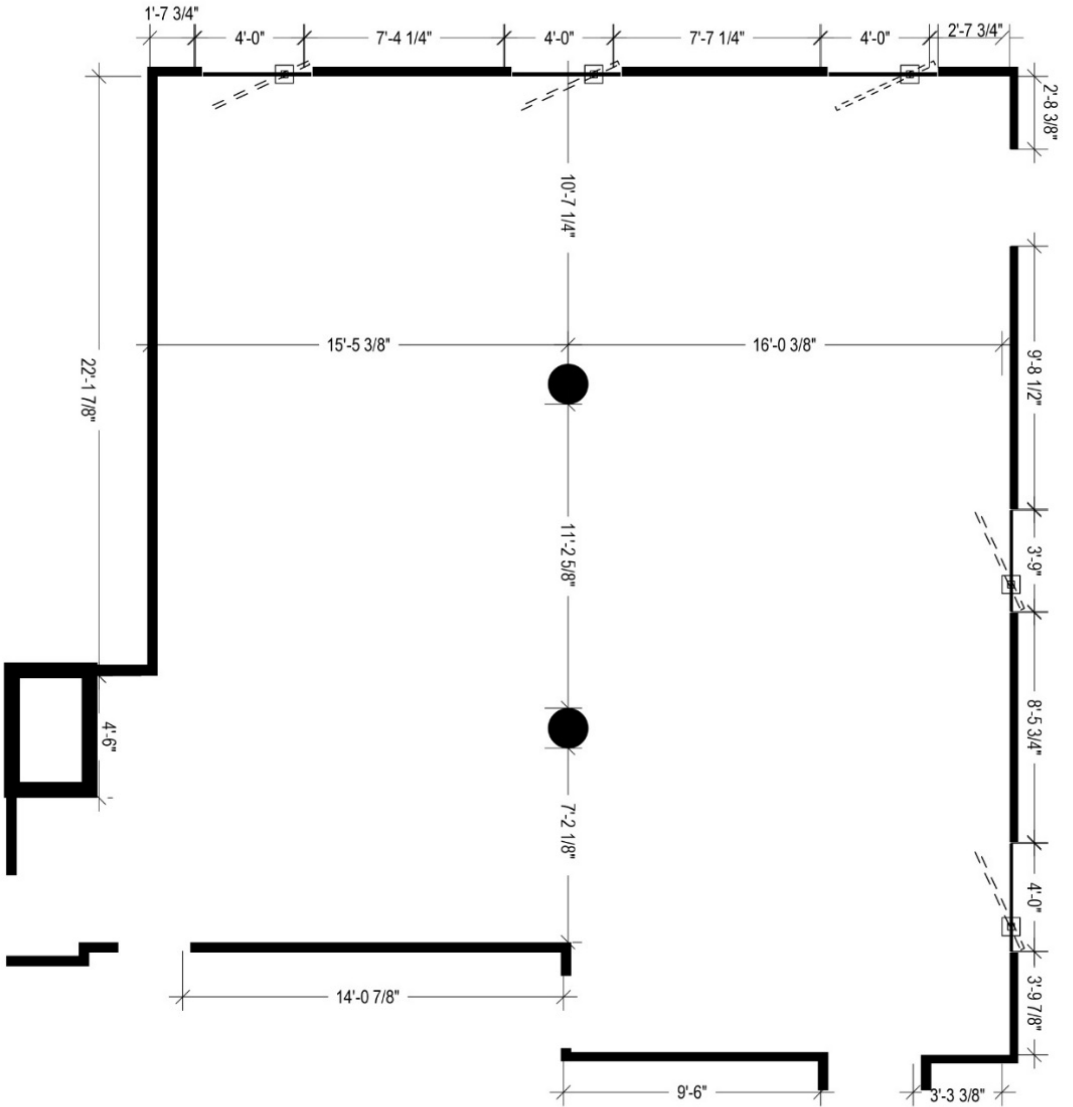


Learnington Arts Centre
Create. Sustain. Celebrate.

Main Gallery Floor Plan

Drawing produced by Anthony Youssef.

Drawing not to scale.



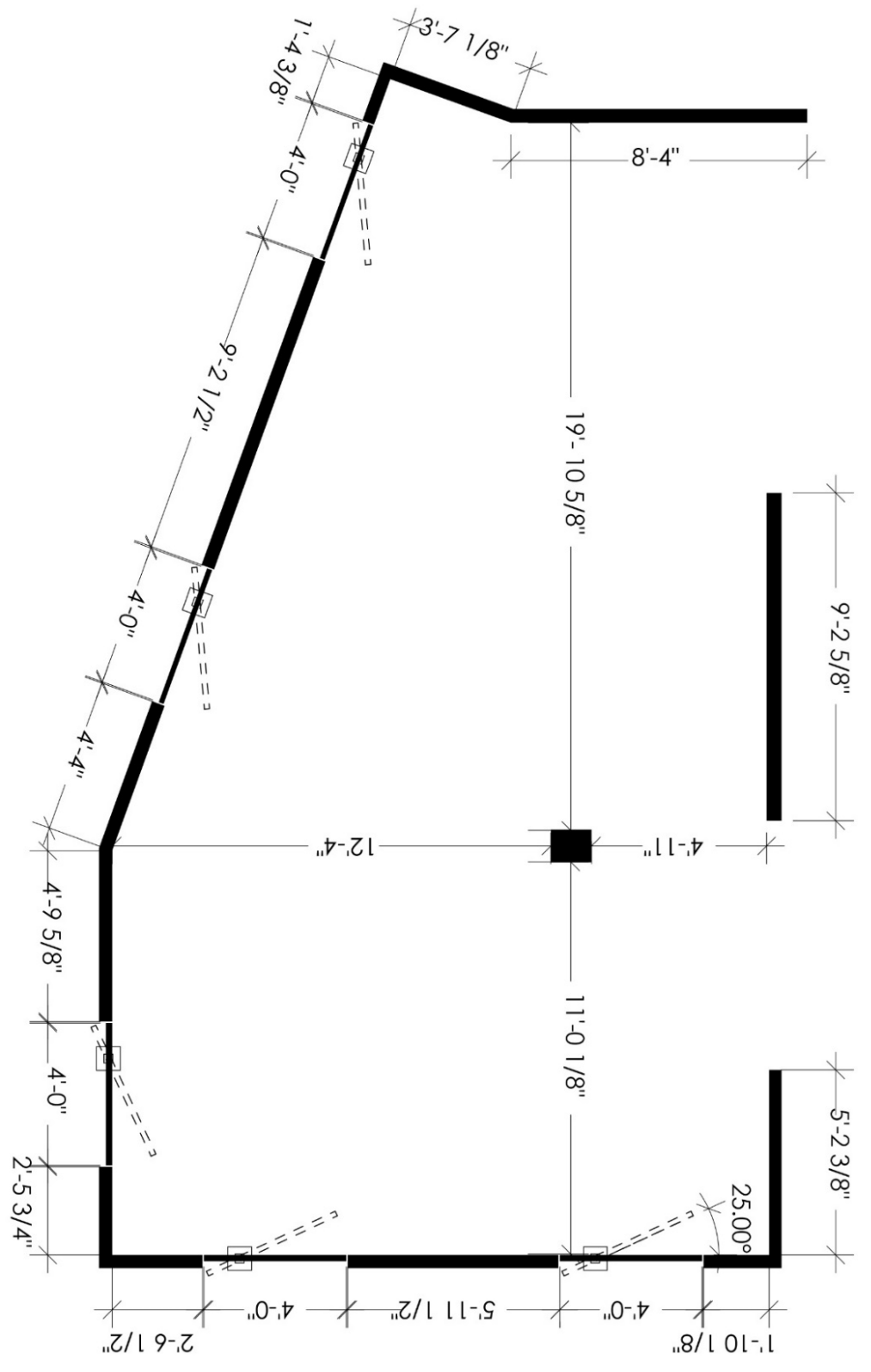
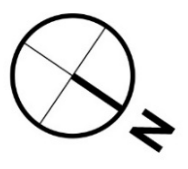


Leamington Arts Centre
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Second Gallery Floor Plan

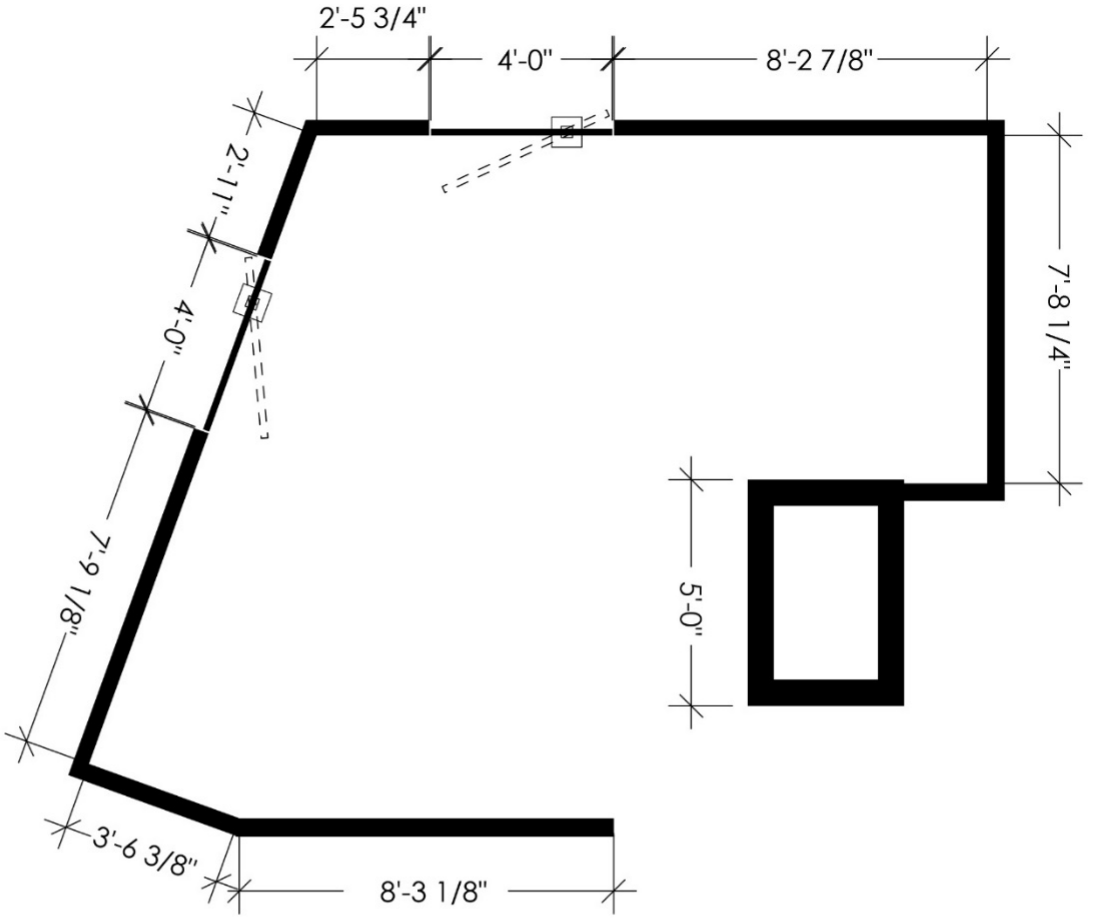
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Drawing not to scale.





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Middle Gallery Floor Plan

Drawing produced by Anthony Youssef.

Drawing not to scale.

