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## ARTIST EXHIBITION SPACE RENTAL AGREEMENT

BETWEEN:

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

AND

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(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 is it 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 – EXHIBITION SPACE RENTAL FEE 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 Exhibition Space 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 The use of the LAC Gallery shall consist only of the floor space and wall space in the rented exhibition space and shall not include the use of the SEAA/LAC/LAC's office, meeting rooms, 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 made arrangements to do 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 All artwork must be completely dry and ready for the exhibition.

2.06 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.

2.07 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, 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 Director.

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 the Director. Artist statements written in the 3<sup>rd</sup> person must state authorship of the writer.

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

#### **ARTICLE 10 – CATERERS & EQUIPMENT RENTALS**

10.01 All caterers and equipment rental companies or other third parties utilized during the exhibit must be pre-approved by the Director. All delivery, set-up and pick up times MUST be pre-approved by Director in consideration of hours of operation, installation times and other scheduled events and programs at the LAC.

#### **ARTICLE 11 – PAYMENT AND BOOKING**

11.01 Exhibition proposals will be approved at the discretion of the Director and availability of the exhibition space desired by the artist. A deposit of 50% is required at the time of the acceptance of the exhibition proposal to hold the exhibition space. Payment in full is required at time of installation. (Visa, MasterCard, debit, cheque, cash). Any overages to this agreement for time, equipment, loss or damages will be billed following the event.

#### **ARTICLE 12 – CANCELLATION AND TERMINATION**

12.01 The SEAA/LAC reserve the right to terminate this agreement should these terms not be adhered or in the event that payment is not made in full at the time of installation.

12.02 For any reason, in the event of a cancellation within 12 months of the exhibit commencement date, the SEAA/LAC will retain 50% of the exhibit rental fee. For any reason, in the event of a cancellation within 1 months of the exhibit commencement date, the SEAA/LAC will retain 100% of the exhibit rental fee paid to-date.

12.03 A fee of \$25 will be charged for NSF cheques plus an additional \$25 administration fee. Booking will not be held until the payment is received.

#### **ARTICLE 13- LIMITATIONS & LIABILITY**

13.01 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.

#### **ARTICLE 14 – RECOGNITION OF YOUR SUPPORT**

14.01 The LAC is a not-for-profit, charitable arts organization committed to create, sustain and celebrate the arts. Exhibition Space 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 Exhibition Rental, a charitable donation income tax receipt will be given for the full amount of your gift.

Thank you for choosing the LAC, we look forward to working with you to make a memorable and special event.

**ARTIST & EXHIBITION INFORMATION**

Exhibition Date: \_\_\_\_\_ to \_\_\_\_\_ Exhibition Space: \_\_\_\_\_

Artist Name: \_\_\_\_\_

Additional Participating Artists: \_\_\_\_\_

Exhibit Title: \_\_\_\_\_

Reception (Y/N): \_\_\_\_\_ Reception Date & Time: \_\_\_\_\_

Is Alcohol at the Desired (yes/no) \_\_\_\_\_ (If yes, fees apply)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Website URL: \_\_\_\_\_

**TOTAL FEES:**

Exhibition Space Rental: \$ \_\_\_\_\_

Alcohol Service Fee: \$ \_\_\_\_\_

SOCAN Fee: \$ \_\_\_\_\_

**TOTAL :** \$ \_\_\_\_\_

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: \_\_\_\_\_

**OFFICE USE;**

Deposit Date, Method & Receipt No.:

\_\_\_\_\_

Paid In Full Date, Method & Receipt No.:

\_\_\_\_\_

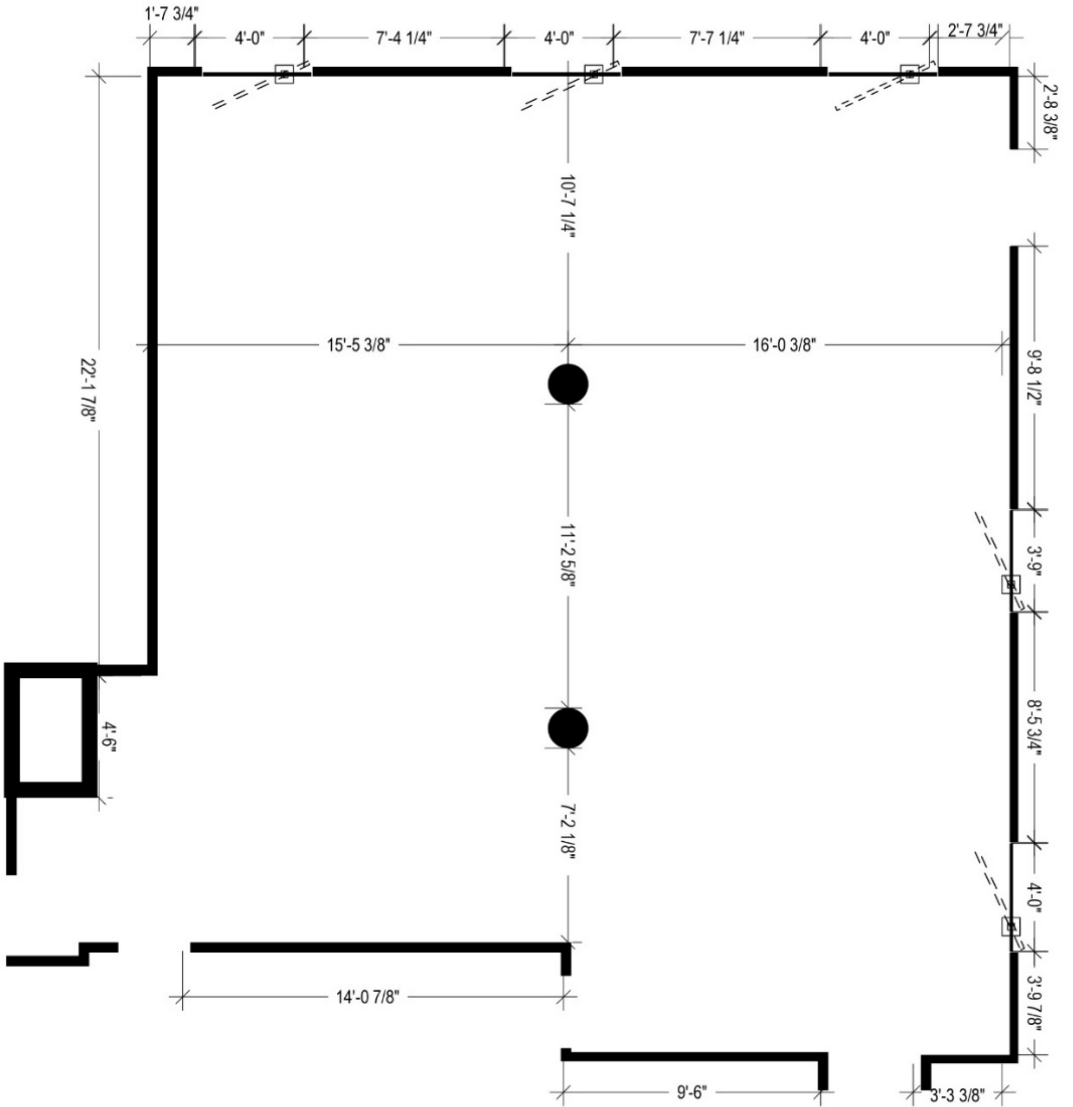


Learnington Arts Centre  
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# Main Gallery Floor Plan

Drawing produced by Anthony Youssef.

Drawing not to scale.



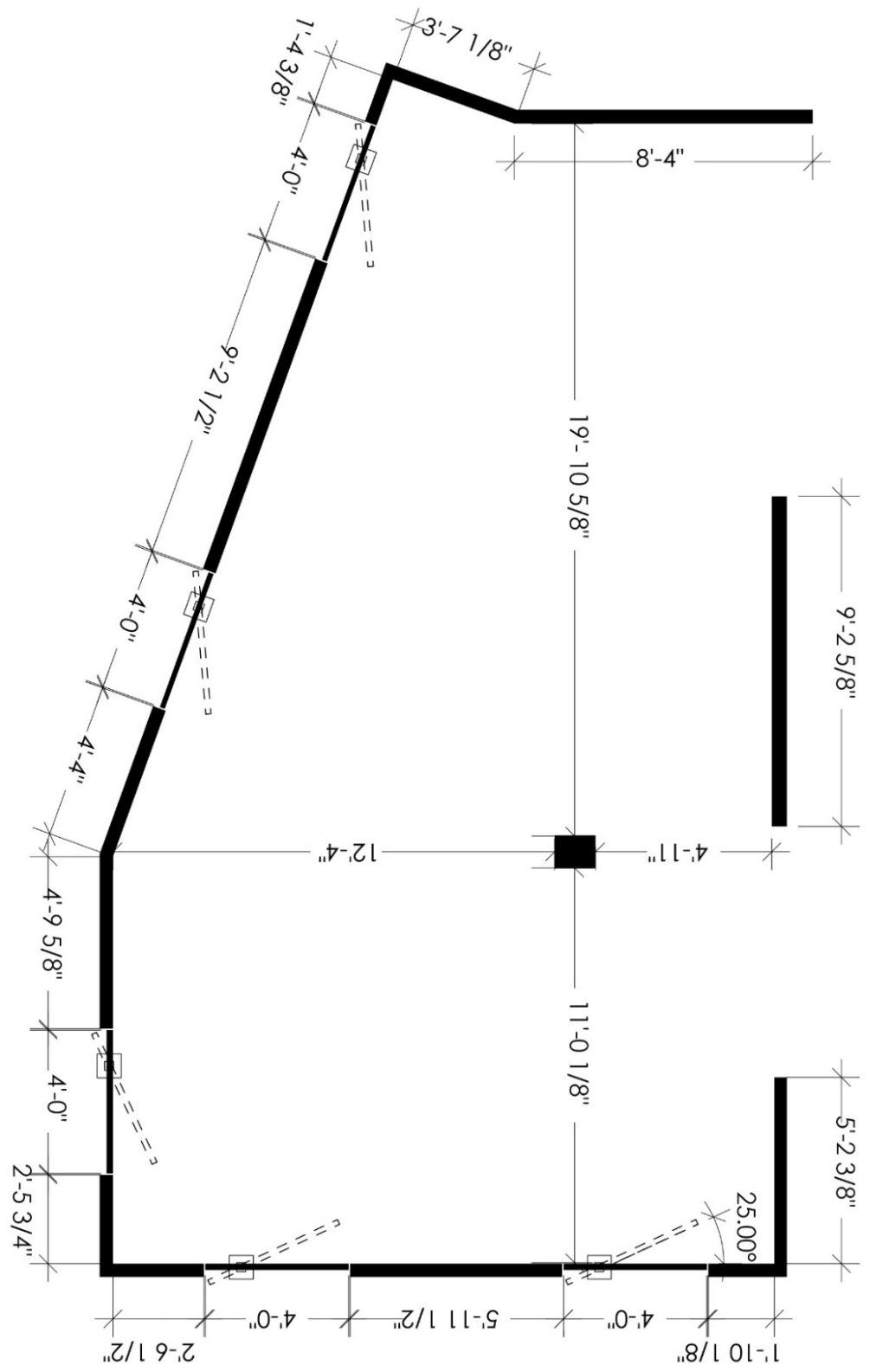
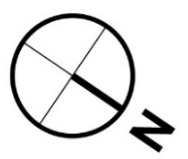


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# Second Gallery Floor Plan

Drawing produced by Anthony Youssef.

Drawing not to scale.





Learnington Arts Centre  
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# Middle Gallery Floor Plan

Drawing produced by Anthony Youssef.

Drawing not to scale.

