



Incinerator Gallery

Artist Agreement

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The parties to this agreement are:

Moonee Valley City Council of Civic Centre, 9 Kellaway Avenue, Moonee Ponds VIC 3039
(ABN 54 651 216 324)

Authorised Officer:
Name: Jake Treacy
Email: jtreacy@mvcc.vic.gov.au
Phone: 03 9243 1415

AND

Name	
Address	
Phone	
Email	
ABN	
GST registered	<input type="checkbox"/> Yes <input type="checkbox"/> No
Website	
Instagram	

Agreement

The parties agree to the terms and conditions outlined in this agreement.

Signed on behalf of Moonee Valley City Council

Signed on behalf of the Artist Contractor

Exhibition Programs Curator

Artist Contractor

Jake Treacy

Name

Signature

Signature

Date

Date ___ / ___ / ___

TERM of Agreement

The term of this agreement is specified in Schedule 1, Section 1 at the end of the document.

Highlighted are sections where the Artist Contractor's details are required.

Definitions

1. **The Venue** means Incinerator Gallery, which is owned and operated by Moonee Valley City Council (Council).
2. **The Artist Contractor** means the person who created the artworks and is exhibiting at the venue.
3. **The Exhibition Programs Curator** means the person who has been hired by Incinerator Gallery and Moonee Valley City Council to coordinate the exhibition.
4. **Exhibition** means the exhibition as described in Schedule 1, Section 1 of this agreement.
5. **Exhibition Period** means the period the exhibition is on display according to the dates specified in Schedule 1, Section 2.
6. **GST** means goods and service tax.
7. **Warranty** means an assurance by one party to the other party that specific facts are true
8. **Dispute** means to disagree regarding this agreement and/or the exhibition as described in Conditions of Agreement, Section 13.
9. **Payment Schedule** means the payment amounts and payments dates specified in Schedule 1, Section 6.
10. **Indemnify** means protect against damage.
11. **Public Liability** insurance protects you against the financial risk of being found liable to a third party for death or injury, loss or damage of property resulting from your negligence.
12. **Copyright** refers to laws that regulate the use of the work of a creator, such as an artist or author as set out in the Copyright Act 1968 and the Copyright Amendment Act, 2006.
13. **Superannuation Guarantee Legislation** includes the Superannuation Guarantee Charge Act 1992 and the Superannuation Guarantee (Administration) Act 1992.
14. **Contracted Period** means the period the Contractor are providing the Service for according to the dates specified in the Schedule.
15. **Council** refers to Moonee Valley City Council, which owns and operates the Incinerator Gallery (Venue).
16. **Agreement** means a legally binding arrangement between parties.

Recitals

1. **The Artist Contractor** is engaged in a Service to exhibit artwork(s) at the Venue, Incinerator Gallery, located at 180 Holmes Road Aberfeldie VIC 3040.
2. **The Venue** wishes to engage the Contractor to perform the Service as specified in the Schedule.
3. **The Artist Contractor** agrees to provide the Service according to the terms and conditions set out in this Agreement and stated in the Schedule.
4. **This Agreement** is the entire Agreement between the Parties about this subject matter. Any previous understanding, agreement, representation, or warranty relating to this subject matter is replaced by this Agreement and has no further effect.
5. **The Artist Contractor** must be willing to abide by the terms contained in this Agreement
6. **This Agreement** may only be changed in writing signed by all Parties.

Conditions of Agreement

1. Exhibition Period and Space

- 1.1 The exhibition period is specified in Schedule 1, Section 2 and the exhibition is to remain on display for this period.
- 1.2 The designated exhibition spaces are specified in Schedule 1, Section 2.

2. Fee, Payment, and Superannuation to the Artist Contractor

- 2.1 Artist Contractor Fees are outlined in Schedule 1, Section 6.
- 2.2 Council makes payments only via electronic transfer and are subject to Moonee Valley City Council payment terms and conditions.
- 2.3 The Artist Contractor must complete a new supplier form provided by the Venue to ensure payments can be made via this method.
- 2.4 If the Artist Contractor does not have an ABN, they will also need to complete a statement by supplier form at this time. This form will also be provided by the Venue.
- 2.5 To receive payment, the Artist Contractor must lodge a valid tax invoice. A valid tax invoice will clearly state the payment amount, ABN (if applicable), if the Artist Contractor is claiming GST or not, full contact details and the purchase order number provided to you by the Venue. Tax invoices are to be made out to:

Moonee Valley City Council
PO Box 126, Moonee Ponds 3039
Attention: Accounts Payable

- 2.6 Invoices should be lodged via email to invoices@mvcc.vic.gov.au and cc'd to the Exhibition Programs Curator jtreacy@mvcc.vic.gov.au
- 2.7 Payments will take 30 days to process upon receipt of an invoice.
- 2.8 Council has determined that it is required to make superannuation contributions in respect of the Artist Contractor to avoid being liable for the superannuation guarantee charge under the Superannuation Guarantee Legislation in accordance with Schedule 1, Section 6.
- 2.9 Prior to commencing the engagement and at any other time as requested by Council, the Artist Contractor must provide to Council, details of the Artist Contractor's chosen eligible superannuation fund in accordance with the requirements under the Superannuation Guarantee Legislation.
- 2.10 Subject to applicable law, Council will make superannuation contributions into an eligible choice fund nominated by the Artist Contractor. If the Artist Contractor does not nominate an eligible choice fund, Council will make contributions:
 - 2.10.1 to the Artist Contractor's existing superannuation fund that is a "stapled fund" as defined in the Superannuation Guarantee Legislation; or
 - 2.10.2 where the Artist Contractor does not have a stapled fund that will accept contributions, to Council's eligible choice fund.
- 2.11 Other than as specified in Section 2.8 above, Council has no obligation to make superannuation contributions in respect of the engagement of or any amounts paid to the Artist Contractor.
- 2.12 Despite anything in this clause, the Artist Contractor is engaged as an independent contractor, is deemed by law to be an employee of Council for the purposes of superannuation only, and nothing in this agreement creates any relationship of employment, partnership or agency between Council and the Artist Contractor.

3. Sale of Work

- 3.1 The Venue will not process sales on behalf of the Artist Contractor.
- 3.2 The Venue will refer all sales enquiries directly to the Artist Contractor.
- 3.3 In the event that works are sold, artworks must remain on display for the full duration of the exhibition.
- 3.4 The Artist Contractor must make their own arrangements for the collection of sold artworks after the exhibition has been de-installed.

4. Marketing, Signage, Image Use and Photography

- 4.1 Marketing material and exhibition signage is to be produced by the Venue only, in consultation with the Artist Contractor.

- 4.2 The Artist Contractor will supply texts and images as specified in Schedule 1, Section 8 to be used for signage and marketing purposes.
- 4.3 The Artist Contractor agrees that the Venue may reproduce the images supplied for the purposes of marketing and promotion of the exhibition and Venue without payment to the Artist Contractor.
- 4.4 Image specifications are outlined in Schedule 1, Section 8.
- 4.5 The Artist Contractor agrees that the Venue will edit and format text provided by the Artist Contractor for marketing and display purposes.
- 4.6 If the Artist Contractor does not provide the requested text and images outlined in Schedule 1, Section 8 the Venue will produce and display text and images independently.
- 4.7 The Venue will promote the exhibition via the Venue's website and Facebook and Instagram pages, e-bulletin, media release and other media that the Venue deems necessary.
- 4.8 The Artist Contractor agrees to be tagged by the Venue's social media channels through the social media handles provided in in Schedule 1, Section 8.
- 4.9 Any media opportunities will be managed by the Venue.
- 4.10 The Venue will contact the Artist Contractor with any potential interviews and media opportunities.
- 4.11 The Contractor shall not solicit the media and will not respond to media queries regarding the Venue, this agreement, or the Service for which they are engaged, except where authorised by the Venue.
- 4.12 The Artist Contractor agrees that the Venue may take photographs and reproduce images of the exhibition for the purposes of marketing and promotion of the exhibition and Venue, without payment to the Artist Contractor.

5. Acknowledgements

- 5.1 It is the Artist Contractor's responsibility to provide all relevant acknowledgements of representing galleries and image credits to the Venue.
- 5.2 It is the Artist Contractor's responsibility to inform their representing gallery of this agreement and exhibition, if applicable.

6. Occupational Health and Safety and Risk Management

- 6.1 The Venue has the right to remove any work deemed unsafe and will take all necessary measures to promptly notify the Artist Contractor of the removal of the artworks.
- 6.2 The Artist Contractor agrees to adhere to the Venue's OH&S procedures and instructions.

6.3 The Artist Contractor must comply with the Venue's COVID Safe Operations and ensure programs are run in accordance with the venue's condition of entry, this includes:

- 6.3.1 Ensuring physical distancing and maximum safe capacities
- 6.3.2 Practicing good hygiene i.e.: washing hands
- 6.3.3 Ensure everyone have checked in on the Service Vic application and shown their vaccination status as ticked.
- 6.3.4 Ensure programs follow public health directions.
- 6.3.5 The Contractor will report any breeches to the Authorised Officer as soon as possible.
- 6.3.6 The Venue will inform the contractor of any changes or updates to the Venue's COVID Safe Operations.

7. Confidentiality, Child Safety and Equal Opportunity

- 7. The Artist Contractor must comply with the following regulations and policies when performing the Service:
 - a. Equal Opportunity: The Artist Contractor agrees to the principles of equity and fairness when dealing with staff members of the Venue and public and will not engage in any behaviour or action that is discriminatory, intimidating, or any form of unacceptable behaviour which might lead to a complaint of any kind.
 - b. Child Safety and Diversity: agree to abide by the Moonee Valley Child Safe Standards Policy.

8. Warranty and Copyright

- 8.1 The Artist Contractor warrants to the Venue that to the best of their knowledge the works included in the exhibition, and any images and text provided by the Artist Contractor, do not include any defamatory or obscene material and that the artwork is their original work and does not infringe the copyright and confidentiality of any third party.

9. Indemnification

- 9.1 The Artist Contractor indemnifies the Venue against all claims, proceedings, damage, and costs (including legal costs and expenses incurred) made against the Venue as a result of any breach of any warranty in this agreement.

10. Equipment

- 10.1 The Venue can by arrangement provide limited display furniture such as plinths, exhibition cabinets, and limited AV equipment.

- 10.2 The Artist Contractor is responsible for costs associated with other display accessories and equipment hire unless specified in Schedule 1.

11. Installation and De-Installation

- 11.1 The Artist Contractor must provide the Venue with details of specific installation and equipment requirements on or before the date specified in Schedule 1, Section 7.
- 11.2 The Venue will install the exhibition unless otherwise specified in Schedule 1, Section 3.
- 11.3 Installations will take place during gallery operational hours only.
- 11.4 The Artist Contractor must ensure that the artworks are in a suitable condition for public exhibition on arrival to the Venue.
- 11.5 Deinstallation will occur on the first Monday following the closing date of the exhibition, unless specified as a public holiday.
- 11.6 Artist Contractor is to collect their artwork(s), or to organise a courier, within two weeks of closing date of exhibition from the Venue, unless otherwise organised with the Venue. The Venue reserves the right to dispose artworks not collected at their discretion.

12. Opening Hours and Gallery Personnel

- 12.1 The Venue is open Tuesday – Sunday from 11am – 4pm. During operational hours, the gallery is supervised by at least one staff member.
- 12.2 The Venue is closed to the public on Public Holidays and during installation periods.

13. Transportation and Packing of Artworks

- 13.1 Unless otherwise agreed and specified in Schedule 1, Section 2, the Artist Contractor is responsible for the transportation of the artworks to and from the venue including any unpacking/repacking and crating.
- 13.2 Works must be delivered on the dates specified in Schedule 1, Section 2.
- 13.3 If works are arriving by courier, the Artist Contractor must confirm courier details with the Venue prior to delivery.
- 13.4 The Venue and the Artist Contractor must notify each other immediately of any change in the condition of any artwork.

14. Disputes

- 14.1 In the case of dispute, the Venue has final say in all exhibition arrangements including placement of works, installation methods and works to be included/excluded in the exhibition.

15. Insurance and Damage of Artworks

- 15.1 All works will be insured for loss or damage by the Venue for the exhibition period and artwork value stated in Schedule 1, Section 5.
- 15.2 The Venue does not cover insurance of artworks during transportation to or from the Venue unless otherwise stated in Schedule 1, Section 5.
- 15.3 The Venue must notify the Artist Contractor immediately of any change in condition, loss or damage to artworks.
- 15.4 The Venue is not responsible for any immediate repairs or conservation to artworks.
- 15.5 In the event of an emergency, the Venue may take reasonable action to ensure the safety of the artworks.

16. Termination of Agreement

- 16.1 Either party may immediately terminate this agreement by giving the other party written notice.
- 16.2 Any termination of this agreement must be confirmed in writing.
- 16.3 The Venue holds the right to terminate this agreement if anything occurs that reasonably indicates that the Artist Contractor will not submit their artworks for exhibition.
- 16.4 Please see Terms of Agreement 6.6 and 6.7 regarding terms for termination of agreement.

17. Exhibition Launch

- 17.1 The Venue will arrange for an official exhibition launch on the date specified in Schedule 1, Section 2.

Schedule 1

1. Term of Agreement

This contract is for the exhibition **Incinerator Art Award 2024: Art for Social Change**

This contract commences on **26/03/2024**

This contract ends on **29/11/2024**

2. Key Dates and Spaces

The exhibition will be held onsite at the Venue:

Incinerator Gallery, 180 Holmes Rd. Aberfeldie, VIC 3040.

The exhibition commences on **Friday, 20 September 2024**

The exhibition finishes on **Sunday, 24 November 2024**.

3. Installation and Deinstallation

(Please see Conditions of Agreement, section 11 for details)

- All Artworks must be delivered to the Venue no later than **Monday, 9 September 2024**, unless otherwise organised with Exhibition Programs Curator.
- The installation dates for the exhibition are **Tuesday, 10—Thursday, 19 September 2024, between 9am—5pm**, excluding weekends and public holidays, unless otherwise organised with Exhibition Programs Curator.
- The de-installation date for the exhibition is **Monday, 25 November 2023, from 9am—5pm**.
- Artworks must be collected* from the Venue no later than **Friday, 29 November 2023, between 9am—5pm**, unless otherwise organised with Exhibition Programs Curator.

*The Venue reserves the right to dispose artworks not collected in a timely manner at their discretion.

4. Exhibition Events*

The Exhibition opening event will be held at the Venue on **Friday, 20 September 2024, from 6—8pm**

Please confirm your attendance to the Exhibition opening event:

Yes

No

* Further public programs, art talks, performances, etc., to be discussed with the Exhibition Programs curator, with potential dates and details, and any associated organisations or festivals, to be emailed to

jtrecy@mvcc.vic.gov.au.

5. Work(s) to be Loaned for the Exhibition

Please list artwork(s) as in following style guide:

Artist, Artwork Title, year, materials. Credits. Insurance value.

6. Fees and Payments

The Artist Contractor will not receive a fee to exhibit their artwork in the Incinerator Art Award.

If the Artist Contractor is a successful recipient of a cash award for the Incinerator Art Award, a sundry payment will take place, including the lodgement of the following Council forms: Collection of Bank Details; a Request for Payment; and a Tax Invoice.

Invoices should be lodged via email to invoices@mvcc.vic.gov.au and cc'd to the Exhibition Programs Curator jtrecy@mvcc.vic.gov.au

If not registered for ABN, please fill out a [Statement by Supplier](#) form.

Cash awards for the Incinerator Art Award do not attract GST.

Superannuation is not entitled for cash awards for the Incinerator Art Award.

7. Equipment

The Venue provides basic installation materials and tools, along with installation assistance from the Venue’s gallery technicians. If any other specialist equipment or AV is required* for the Artist Contractor’s installation, please contact Exhibition Programs Curator via jtrecy@mvcc.vic.gov.au with at least four (4) weeks’ notice prior to installation.

*Note that further requests for equipment may not be able to be met due to availability, cost, or timing. (Please see [Conditions of Agreement, section 10](#) for equipment details)

