

ephemera
Trace-less



ARTIST AGREEMENT

SAMPLE

< < i n s e r t c a t e g o r y > > **OPEN /**

YOUNG > >

ARTIST

AGREEMENT

THIS AGREEMENT is made on _____ day of _____ 2024

BETWEEN - <<INSERT ARTIST NAME>> - (hereafter referred to as "the Artist")

AND Townsville City Council trading as Perc Tucker Regional Gallery (hereafter referred to as "the Gallery")
Corner of Flinders Street and Denham Street
ABN 44 741 992 072

RECITALS:

- A. The Gallery holds Ephemera which is an outdoor sculpture festival held biennially in Townsville.
- B. The Artist has been chosen to exhibit artwork as part of Ephemera: Trace-less 2025. Titled <<INSERT TITLE>> ("the Work") by the Gallery.
- C. The Artist agrees to exhibit the Work in accordance with the terms in this agreement together with the Call for Artist -Ephemera 2025.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless stated otherwise:

Confidential Information means information of or provided by one party to the other and that:

- (a) Is, by its nature, confidential information;
- (b) Is designated by the disclosing party as confidential; or
- (c) The receiving party knows or ought to know is confidential

An Artist's contact number and address is considered Confidential Information. But does not include information which is or becomes, without a breach of confidentiality, public knowledge. It does not include Artist names as it is acknowledged that Work will need to be attributed to the Artist.

Force Majeure means any event beyond the reasonable control of the affected party, which occurs without the fault or negligence of the affected party or its employees, agents and which cannot be foreseen at the time of entering into this Agreement;

Work means the Artist's artwork titled "<<INSERT TITLE>>" ("the Work")

2. EXHIBITION OF THE WORK – TIMEFRAMES

2.1. The Artist agrees to:

- 2.1.1. Exhibit the Work at the Strand, at a site to be determined, for the period Saturday 19 July - Sunday 3 August 2025.
- 2.1.2. Install the Work between Monday 14 July 2025 from 8am onwards up until 12noon on Friday 18 July 2025 in liaison with Gallery staff.
- 2.1.3. Demount the Work on Monday 4 August 2025 between 8am and 3pm.

3. INSTALLATION

3.1. Without limiting the rights and responsibilities in the Call for Artists – Ephemera 2025, the Artist agrees to:

- 3.1.1. deliver the Work and remove the Work from the site at the agreed time.
- 3.1.2. pay for all transport costs associated with the Work.
- 3.1.3. ensure the Work is ready for installation and has the necessary installation requirements.
- 3.1.4. install and uninstall the Work (including arranging sufficient personnel support or arranging for assistance through the Gallery).
- 3.1.5. not alter the environment or the path/boardwalk in any lasting way when installing, exhibiting or removing the Work.
- 3.1.6. comply with the *Workplace Health and Safety Act* as advised by Galleries and other Townsville City Council workers.
- 3.1.7. successfully register and ensure any sub-contractors working on the Artist's behalf on Townsville City Council sites are successfully registered in Townsville City Council's Contract Management System.
- 3.1.8. comply with all directions/requests from Galleries or other Townsville City Council workers, Queensland Police Service and any other public authorities.
- 3.1.9. Install suitable lighting for afterhours viewing. The Galleries recommends installing commercial grade solar lighting due to limited power access and environmental concerns.

3.2. Without limiting the rights and responsibilities in the Call for Artists – Ephemera 2025, the Gallery agrees to assist with installing and uninstalling to the extent of:

- 3.2.1 Walking each Artist through the site;
- 3.2.2 Discussing and confirming with the Artist the means of installation/demount and

- equipment requirements;
- 3.2.3 Providing daily safety pre-start talks during install/ demount;
- 3.2.4 Discussing and confirming with the Artist any line-markings and procedures for ground penetration/excavation prior to the Artist being confirmed to install/ demount works that require ground penetration/ excavation;
- 3.2.5 Nominating the best access to the site from drop-off points. Artists must discuss access points with their Area Supervisor prior to driving any vehicle onto grassed areas or pathways on The Strand;
- 3.2.6 Co-ordinating meetings to discuss issues including installation.; and
NOTE: Council will only be meeting the nominated contact of a collaborative group.
- 3.2.7 Organising volunteers to assist in installation/demount where possible.

4. REMOVAL OF WORK

- 4.1. Without limiting the rights and responsibilities in the Call for Artists – Ephemera 2025 , the Artist agrees to:-
 - 4.1.1. Remove the Work within 24 hours of the conclusion of the Exhibition or otherwise from the date of termination of this Agreement.
 - 4.1.2. If the Work is not removed within in the time allowed:-
 - the Gallery may remove the Work and place it in storage at the Artist's expense; and
 - Where the work is not collected for a period of two months, the Work will be considered abandoned, and Gallery may dispose of the Work in Gallery's absolute discretion, unless a reasonable excuse is provided to the Gallery. No compensation will be payable to an Artist in the event that the Work is disposed.
 - 4.1.3. The Artist is responsible for returning the installation site to its original state. Pre and post exhibition site condition reports will be conducted.

5. WORK MAINTENANCE - REFER TO CALL FOR ARTIST - CLAUSE 17 OF THE EPHEMERA 2025

6. REMOVAL OF THE WORK

- 6.1. The Gallery may remove any Work from the exhibition:
 - 6.1.1. where the Artist has not complied with this Agreement and/or the Call For Artists for the Ephemera 2025; or
 - 6.1.2. where the Work is considered inflammatory, discriminatory or offensive by members of the public; or
 - 6.1.3. where the Work is considered a safety or environmental risk.
- 6.2. Such withdrawal shall not affect any Artist fee payable to the Artist unless the Agreement is terminated pursuant to clause 19. The Artist will have no rights, liabilities or claims against the Gallery for removal of any Work. The Work will not be eligible for winning of any prizes in this instance.

7. DAMAGE TO PROPERTY

- 7.1. The Artist is responsible for any damage caused to the property or land as a result of the installation, exhibition or removal of the Work.

8. ARTIST FEE PAYMENT

- 8.1. Subject to Clause 8.2, the Gallery will pay the Artist an artist fee of <<insert \$5,000AUD (for Open Category Agreements) OR \$500AUD (for Young Artist Agreements)>> (plus GST if

applicable) for participation in the Exhibition. The Artist will be paid the total artist fee on:

- 8.1.1. receipt of both the signed and dated Artist Agreement;
- 8.1.2. successful registration into Townsville City Council's Contract Management System; and
- 8.1.3. receiving an appropriately rendered invoice totaling the full artist fee amount in Australian Dollars.

8.2. An appropriate invoice must be supplied by the Artist for all payments. A 'Statement by Supplier' declaration form will be required by Artists who do not have an ABN. Note it takes 30 days for the Townsville City Council to process payments following submission of an invoice.

8.3. Where Artists are working collaboratively, only one artist fee will be paid to the nominated contact for the collaborative group.

8.4. Should the Artist be unable to complete and deliver the Work on time, the Artist must repay any artist fee already received. The repayment must be actioned by 19 July 2025.

9. EXHIBITION COSTS

9.1. The Artist is responsible for the Work and all costs relating to it, including, but not limited to production, crating, freighting and documentation.

9.2. The Gallery is responsible for marketing and promotion of the event and any opening function.

10. WORK SALES – REFER TO CALL FOR ARTIST - CLAUSE 7 OF THE EPHEMERA 2025

11. GST

11.1. Except where this Agreement states otherwise, each amount payable by a party under this Agreement is exclusive of GST.

11.2. The Gallery is not required to pay any amount of GST to the Artist unless the Artist has made demand for payment by means of a valid tax invoice.

12. JUDGING AND PRIZE MONEY

12.1. Prize monies for the Judges' selections will be paid within a maximum of 3 weeks following the opening event. The People's Choice award prize money will be paid within a maximum of 3 weeks following the end of the exhibition.

13. INSURANCE - REFER TO CALL FOR ARTIST - CLAUSE 20 OF THE EPHEMERA 2025.

14. INDEMNITY - REFER TO CALL FOR ARTIST - CLAUSE 20 OF THE EPHEMERA 2025

15. VIDEO, CATALOGUE AND LABELS – REFER TO CALL FOR ARTIST - CLAUSE 6 OF THE EPHEMERA 2025

16. CONFIDENTIAL INFORMATION

16.1. A party to this Agreement may only disclose Confidential Information of or about the other party:-

- 16.1.1. To its professional advisers;
- 16.1.2. If required or permitted by law;
- 16.1.3. If necessary to perform its obligations under this Agreement;
- 16.1.4. If the other party consents to the disclosure.

16.2. If a party becomes aware of a suspected or actual breach by it of clause 16.1, they must immediately notify the other party and take reasonable steps required to prevent or stop the suspected or actual breach.

17. MARKETING AND PUBLICITY

- 17.1. The Gallery at all times retains the right to arrange publicity, advertising, promotion, media coverage and reporting of the Work (including video and photography) as it considers appropriate.
- 17.2. The Artist must not independently arrange or participate in publicity, advertising, promotion, media coverage and reporting of the Work and or exhibition without the Gallery's approval.
- 17.3. Should the Artist wish to use images of their work taken at the exhibition for any promotional purposes including websites, opening invitations or photos submitted to publications please notify the Gallery prior, credit the exhibition and where appropriate establish a hyperlink to the Ephemera website: <https://www.townsville.qld.gov.au/ephemera>
- 17.4. Artist sponsors are not to issue press releases without the consent of the Gallery. Artist sponsors must seek authorisation from the Gallery to use images of the Work taken at the exhibition for commercial purposes (including commercial websites).

18. INTELLECTUAL PROPERTY & MORAL RIGHTS - REFER TO CALL FOR ARTIST - CLAUSE 10, 11 & 12 OF THE EPHEMERA 2025

19. TERMINATION

- 19.1. This agreement and the Call for Artist – Terms and Conditions of the Ephemera 2025 shall terminate:-
 - 19.1.1. upon notice of a party breaching a term of this Agreement or the Call for Artist – Terms and Conditions of the Ephemera 2025; or
 - 19.1.2. upon the Artist removing the Work in breach of this Agreement; or
 - 19.1.3. By agreement between the parties.
- 19.2. On termination of this Agreement the Artist must return all property of the Galleries to the Galleries within seven (7) days and remove the Work in accordance with this Agreement and/or the Call for Artist – Terms and Conditions of the Ephemera 2025.
- 19.3. Clause 18 of this Agreement survives termination and continues in full force and effect unless otherwise agreed between the parties.

20. REPAYMENT OF ARTIST FEE

- 20.1. Where the Agreement is terminated under Clause 19:
 - 20.1.1. the Artist is only entitled to that part of the Artist fee that the Artist has legally committed for the Exhibition as at the date of termination. Upon request, the Artist must provide evidence of the Artist's commitment of those fees to the Galleries;
 - 20.1.2. The Galleries will be entitled to recover from the Artist any part of the fees which:
 - has not been expended by the Artist except to the extent that those monies have been legally committed for expenditure by the Artist;
 - has not been legally committed for expenditure by the Artist in accordance with this Agreement by the date the notice of termination is issued by Galleries; or
 - has not, in the Galleries opinion (acting reasonably), been expended by the Artist in accordance with the terms and conditions of this Agreement,
 - 20.1.3. and all such moneys will be regarded as a debt due to the Galleries capable of being recovered as such in any Court of competent jurisdiction.

21. JURISDICTION

21.1. This agreement will be construed in accordance with the laws of Queensland.

22. DISPUTES

22.1. The parties will submit any dispute, which arises out of this agreement, to mediation in accordance with the rules of the Arts Law Centre Mediation Service, a program of the Arts Law Centre of Australia, prior to having recourse to arbitration or litigation.

23. NOTICES

23.1. Notices under this Agreement must be in writing and delivered by hand, post or email to the address specified on the first page of this Agreement.

23.2. Notice will be deemed received:

23.2.1. in the case of hand delivery, on the date of delivery;

23.2.2. in the case of posting, five (5) days after posting;

23.2.3. in the case of email, the day of transmission, provided that the sender does not receive an automated notice generated by the sender's or the recipient's email server advising that the email was not delivered, but if it is sent after 5:00pm in the place of delivery or on a day which is not a business day, then at 9:00am on the next business day.

24. AMENDMENTS AND VARIATIONS

24.1 This Agreement may only be varied by a document signed by or on behalf of both parties.

25. ENTIRE AGREEMENT

25.1. This Agreement constitutes the entire understanding of parties together with:

25.1.1. Call For Artists – Terms and Conditions Ephemera 2025 and replaces all previous agreements or understandings, whether written or oral, between the parties.

26. ASSIGNMENT

26.1. The Artist must obtain approval from the Galleries before it can assign or otherwise deal with this Agreement or a right under this Agreement.

27. RELATIONSHIP OF THE PARTIES

27.1. The relationship between the parties to this Agreement is not a partnership, joint venture or relationship of principal and agent.

28. FORCE MAJEURE

28.1. If either party is prevented from or delayed in performing an obligation by Force Majeure, and promptly acts to mitigate or remove the Force Majeure and its effect, then the obligation is suspended during, but for no longer than, the period the Force Majeure continues and any further period that is reasonable in the circumstances.

28.2. However, without limiting the above, if the party affected is the Artist, it must:

28.2.1. notify the Galleries in writing as soon as practicable, describing in a reasonable

level of detail the nature of the Force Majeure and its likely effect on the Artist's obligations under this Agreement;

28.2.2. continue to perform all unaffected obligations in accordance with this Agreement;

28.2.3. where possible, use reasonable endeavours to continue to perform the affected obligations, whether by way of a work-around or other methods agreed with the Gallery;

28.2.4. use reasonable endeavours to overcome the effects of the Force Majeure as soon as possible; and

28.2.5. notify the Gallery as soon as it is no longer affected by the Force Majeure.

29. SEVERABILITY

29.1. If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

30. WAIVER

30.1. Failure or delay to exercise or enforce a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of that or any other right, power or remedy provided by law or under this Agreement.

30.2. A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.

EXECUTED AS AN AGREEMENT:

Signed by the Artist:

[Print name]

Signed by the Artist’s Legal Guardian/Parent if under the age of 18 who agree to be bound by the terms of this Agreement and the Ephemera 2025 call for Artists – Terms and Conditions (where applicable)

.....

[Print name]

ACN:

ABN:

Date:

Witness

Signed under delegated authority for

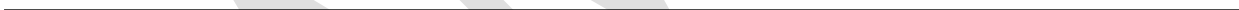
Townsville City Council:

[Print name]

Position:

Date:

Witness:



OFFICE USE ONLY

ECM DOC SET ID:

Date Entered:

Date Posted:

Entered by:

PRIVACY STATEMENT

Townsville City Council (Council) is collecting the information contained in this agreement in the course of performing its activities, functions and duties under the *Local Government Act 2009* (Qld) including for evaluating, facilitating and planning *Ephemera 2025*. We respect the privacy of the personal information held by us. The way in which Council manages personal information is governed by the *Information Privacy Act 2009* (Qld). Generally, we will not disclose your personal information outside of Council unless we are required to do so by law, or unless you have given us your consent to such disclosure. We note that your personal information may be disclosed for purposes of acknowledgement and attributing the Artist to the artwork and for advertising and promotional purposes of *Ephemera 2025*. For further information about how we manage your personal information please see our Information Privacy Policy available on the Council website [here](#).