

# NEWMARCH

GALLERY

## 24th Prospect Community Art Show

21 July – 19 August 2023

### Agreement and Conditions for Exhibition of Work - 2023

#### Delivery

- **Applications close on Friday 30 June 2023** – no applications will be accepted after this date. All applications must be submitted online using the Entry Form available via Newmarch Gallery website ([www.newmarchgallery.com.au](http://www.newmarchgallery.com.au))
- **One artwork per person** unless the work is a diptych or triptych. For more information contact the Gallery Coordinator.
- **Delivery of the artwork must be by 5pm Friday 7 July 2023.**
- At the time of the delivery, work must be clearly labelled with artist's name, title and price securely attached to the back or underneath.
- **As a general rule** the work must be no greater than Height 80cm x Width 60cm x Depth 5cm. Sculpture size and larger 2D works negotiable prior to entering. Please contact Gallery Coordinator to discuss. [admin@prospect.sa.gov.au](mailto:admin@prospect.sa.gov.au)
- 24<sup>th</sup> Prospect Community Art Show Agreement and Conditions for Exhibition of Work - 2023 is agreed to at the time of submitting the Online Entry Form using the appropriate tick box.
- If the work is listed for sale the exhibitor hereby agrees to provide an ABN (Australian Business Number) or a completed ATO (Australian Tax Office) Statement by Supplier Form at the time the artwork is delivered.

#### Hanging

- All works must be presented, mounted or otherwise prepared to be hung/ arranged/ installed by the exhibitor and Newmarch Gallery staff, including written instructions where required.

- 2D works should be ready to hang with **D-rings**. 3D work must be able to stand alone safely.
- Works that are deemed by the Gallery Coordinator to not have safe or appropriate hanging mechanisms for the size, weight and material of the work will not be hung, or alternatively the Gallery Coordinator may arrange the installation of safe hanging mechanisms without further consultation with the artist.

## Copyright

- Copyright of all work remains with the artist. Newmarch Gallery reserves the right to document and photograph any work for publicity and information purposes. Any exhibitor has the sole responsibility for ensuring that their artwork does not infringe another creator's copyright. Artwork that may infringe the cultural property or moral rights of another person or group may not be displayed.

## Costs

- No entry fee charged.
- The exhibitor will be responsible for the costs of transporting artwork to and from Newmarch Gallery

## Insurance

- The exhibitor will be responsible for the insurance of works when in transit.
- Newmarch Gallery does not provide insurance cover of works exhibited in the Community Art Show.

## Sales

- Newmarch Gallery does not charge commission on artworks sold at the Community Art Show.
- Retail price or NFS (not for sale) must be provided.
- POA (price on application) is not accepted.
- All payments for works are to be made to Newmarch Gallery which will remit the receipts of sales to the exhibitor(s). Details of buyers will be recorded at the time of the sale.

- Sales that occur at the exhibition opening will not be processed until the following week. Sales that occur after the opening event will be processed during business hours. Payment of art sales can take up to 30 days from the date of the sale and after payment has been received from the buyer.
- A purchaser cannot collect work until after the advertised closure of the exhibition. Purchased items will be available for pick up from Tuesday 22 August 2023.
- Purchasers must collect works within **five working days** of the conclusion of the exhibition. All work sold will be held by Newmarch Gallery until full payment has been made by the purchaser.
- The exhibitor is responsible for any and all transactions concerning artworks exhibited in the 24<sup>th</sup> Prospect Community Show after 19 August 2023.
- Newmarch Gallery will be the sole agent for the sale of works from the exhibition from 21 July to 19 August 2023.
- For sales of work by persons under the age of 18, a parent or guardian will become the person legally responsible for any art sale income and will need to provide either an ABN or Statement by Supplier Form prior to the exhibition opening.
- In the event of sale of artwork for which the provision of neither ABN number or Statement by Supplier form has been received, the sale will be cancelled.

## Catalogues and Pricelist

- The exhibitor will provide information on the artwork as specified on the Online Entry Form i.e. statement, price, dimensions etc. This information will be used to create applicable information for Newmarch Gallery visitors
- No changes will be accepted to information on the Online Entry Form submitted to Newmarch Gallery by the Artist.
- Your name, description, price (if for sale) and brief statement will be on show as part of the exhibition and listed in the Pricelist.

## Artwork Collection

- All unsold work remaining will be removed from Newmarch Gallery by the exhibitor on **Tuesday 22 August 2023, between 9am and 5pm**. An alternative time may be arranged, at the discretion of the Gallery Coordinator and must be made before the exhibition closing date by contacting the Gallery Coordinator [admin@prospect.sa.gov.au](mailto:admin@prospect.sa.gov.au).

The parties to this agreement hereby warrant and represent that they have the right, the power and authority to enter into this agreement and grant the rights contained herein, as per the completion of the Online Entry Form available via Newmarch Gallery website.