

# NEWMARCH

GALLERY

## 23rd Prospect Community Art Show

24 July – 20 August 2022

### Agreement and Conditions for Exhibition of Work - 2022

#### Delivery

- **Applications close on Thursday 30 June 2022** – 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 8 July 2022.** Due to changing COVID-19 restrictions, **further information about delivery will be provided to artists closer to this date** (e.g. any access requirements associated to ensure public safety).
- 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 70cm x Width 50cm 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)
- 23<sup>rd</sup> Prospect Community Art Show Agreement and Conditions for Exhibition of Work - 2022 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.

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.

- 2D works should be ready to hang with D-rings and wire attached. 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 and for the insurance of works when in transit. Newmarch Gallery does not provide insurance cover of exhibited works.

## **Sales**

- Newmarch Gallery does not charge commission on artworks exhibited in the community exhibition.
- Retail price or NFS (not for sale) must be provided.
- POA (price on application) not accepted.
- All payments for works are to be made to Newmarch Gallery which will remit the receipts of sales to the exhibitor(s) within 60 days of the conclusion of the exhibition (20/8/2022).
- Sales that occur at the exhibition opening will not be processed until the following week. Details of buyers will be recorded at the time of the sale. 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 sale.

- A purchaser cannot collect work until after the advertised closure of the exhibition. Purchased items will be available for pick up from Tuesday 23 August 2022.
- 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 23<sup>rd</sup> Prospect Community Show after 20 August 2022.
- Newmarch Gallery will be the sole agent for the sale of works from the exhibition from 24 July to 20 August 2022.
- 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 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. (subject to COVID-19 restrictions and the style of physical hang that we are able to proceed with at the time).

## Artwork Collection

- All unsold work remaining will be removed from Newmarch Gallery by the exhibitor on **Tuesday 23 August 2022, 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).