



# TERMS AND CONDITIONS

## WHO CAN HIRE THE GALLERY?

- The Studio Art Gallery, (hereafter referred to as TSAG), has made an exhibition space available for hire to independent artists, artist collectives and emerging artists.

## HOW TO SUBMIT AN EXHIBITION PROPOSAL

- A written proposal for a solo or group exhibition must be submitted via email to [admin@studioartgallery.co.za](mailto:admin@studioartgallery.co.za).
- A minimum of 5 images of the artworks that will be on the show must be included in the proposal.
- Images must be in JPEG format only and must be up to pixel height/width of 2000x2000 with a preferred 300dpi and a maximum of 3MB each in size.
- Proposals should be submitted timeously, at least six to twelve months prior to the exhibition's opening date, to avoid disappointment.
- TSAG's directors will consider the proposal and written correspondence regarding outcomes of applications will be emailed whether accepted or not.
- A payment of a 50% non-refundable deposit will secure your booking.

We encourage all artists who are interested to please come and view the space before submitting their application.

### **ACCEPTED APPLICATIONS**

- Upon a successful application, the terms & conditions laid out in this document must be accepted, signed and adhered to.
- TSAG strives to maintain high quality and tasteful exhibitions, therefore reserving the right to refuse any exhibits or specific artworks we feel are unsuitable.
- All transportation, packaging and insurance of artworks to and from the TSAG is the responsibility of the artist.

### **RATES & PAYMENTS**

**In Season** - 01 November to 30 April - R 4500 per week or 35% commission, whichever is higher.

**Out of Season** - 01 May to 31 October - R3000 per week or 30% commission, whichever is higher.

- A 10% pensioners discount is made available for artists 65 years or older.
- The first day of hire always falls on a Thursday and the last day of hire always falls on a Wednesday.
- The artist decides on the length of the exhibition, however, it may not be shorter than one week (7days).
- A 50% non-refundable deposit on the full rental amount secures the booking. The remaining 50% is due the last day of the month preceding the exhibition.
- TSAG is not VAT registered.
- In the event that a late booking is confirmed less than four weeks prior to the agreed hire date, the full hire fee will be payable on booking. In the event that payment deadlines are not met, TSAG has sole discretion to cancel the exhibition.
- The exhibition space for hire measures approximately 40 m<sup>2</sup>.

- TSAG reserves the right to charge commission on sales if such commission exceeds the rental amount. When this is the case, the artist will be paid out the total sales less the agreed upon commission rate.
- TSAG staff will handle all sales and the artist will be paid the agreed amount within 7 working days after his/her exhibition.
- Casual staff's 5% sales commission, Card Machine charges and the Tour guide operator's incentive (10%) will be for TSAG's account.
- Please note that rates are subject to annual escalation

EFT payments must be made to:

FNB: The Studio Art Gallery,

Account number: 627 5384 5307,

Branch Code: 260300,

Reference: Initials & Surname

Proof of Payment: [admin@studioartgallery.co.za](mailto:admin@studioartgallery.co.za)

## **INSURANCE**

- TSAG provides insurance for artworks which includes fire, theft, flood, or other malicious damage. It does not, however, cover mobile phones, laptops and other personal items.
- In order to qualify for insurance cover, a full detailed inventory of all artworks on exhibition needs to be submitted two weeks prior to the opening of the exhibition.
- In the case of a claim, the excess of R 2 500 is for the artist's account. This is applicable for each artwork claimed by the artist.
- TSAG shall not be liable for any loss or damage to artworks whether or not caused by their negligence.

## **TSAG's MARKETING**

- The copyright of all images submitted remains the property of the artists.

- By submitting these images the artists agree, on an irrevocable basis, that TSAG may reproduce any exhibited artwork, free of charge, for the purpose of marketing and promotion.
- TSAG reserves the right to advertise the exhibition's information and images via weekly Twitter, Instagram, Facebook posts and any other appropriate advertising platforms.

Besides all our efforts, each artist also has the responsibility to self-promote. It's important for each artist to know how to promote their own artwork online, brand themselves, and know why they create what you do. They need to communicate these things both visually and verbally with us so that we can, in turn, engage clients when they are admiring their work.

## **THE EXHIBITION SET UP**

- The exhibition will be curated and hung professionally on the first day of hire and removed in the same manner on the last day of hire.
- A moveable track lighting rig to illuminate artworks is available, however, all lighting may only be adjusted by TSAG staff. Nothing may be attached to the lighting rig.
- No nails may be knocked into any wall or gallery screens.
- All artworks must be supplied to TSAG in perfect condition and exhibition ready with an adequate hanging system.
- TSAG reserves the right to not exhibit artwork TSAG considers inappropriate. This includes, but is not limited to, artwork depicting sexual acts, pornographic content, racism, offensive to religious beliefs, supports extreme political views or denigrates older or disabled people.
- Artists must provide their own plinths and display cases for sculpture and ceramic wares, these must be well made and neatly painted.
- Printing of decals, labels, publicity material, posters, etc is also for the artist's account. A template will be provided by TSAG for the exhibition labels.
- No signage may be put on the glass shopfront without written permission from TSAG's directors.
- No artwork may be stored at TSAG after the hire period is over.

## OPENING OR EXHIBITION RELATED EVENTS

- An opening event may be arranged, the date and time of which must be stated in the Exhibition Proposal.
- Catering, wine, extra wine glasses, musicians, photographers, etc are to be organized by the artists and these expenses are for the artist's account.
- If there is catering then a cleanup fee of R250 will be charged to the artists.
- 'Walk a-bouts', workshops or talks hosted by the artist may also be arranged during the exhibition period.
- Evening events after 6 pm can be arranged at an additional cost of R150 per hour.
- TSAG can provide approximately 60 wine glass and 6 juice/water jugs only.
- Any person who hires TSAG is expected to behave in a reasonable and responsible manner ensuring that associates and friends do the same. No physical or verbal abuse towards staff will be tolerated.
- TSAG reserves the right to close an exhibition prior to the closing date due to ongoing inappropriate behaviour with no refund.
- The gallery is to be kept well-presented and clean at all times.

## WHAT DO THE COSTS INCLUDE?

- TSAG will provide professional client services and easy payment options for clients.
- TSAG will be open from 9 am to 6 pm, 7 days a week, that is more than 60 hours per week when artwork can be viewed.
- TSAG will manage all insurance, shipping and crating of sold artworks for clients if required and will be for the purchasing client's account.
- TSAG's curator will assist in setting up the exhibition ensuring good visibility of all artworks.
- The exhibition will be entitled to a listing on TSAG's website and an inclusion in the monthly newsletter one month prior to the opening date.
- Insurance cover while the artworks are on the gallery's premises.

## AGREEMENT

I, \_\_\_\_\_, the artist, warrants that all information supplied to TSAG in my Exhibitions Proposal is accurate, and up to date. I agree with and will abide by TSAG Terms and Conditions, as laid out in the above document. I give TSAG permission to use images of my artwork for marketing and promotion purposes only, including various social media platforms.

Signed at \_\_\_\_\_, this day \_\_\_\_\_ of \_\_\_\_\_ (month) of \_\_\_\_\_ (year)

\_\_\_\_\_

THE ARTIST

\_\_\_\_\_

TSAG DIRECTOR

\_\_\_\_\_

WITNESS 1

\_\_\_\_\_

WITNESS 2

Please initial each page and email to back [admin@studioartgallery.co.za](mailto:admin@studioartgallery.co.za)