



## Exhibition Agreement

Please print out, carefully read and initial each page of the terms and conditions laid out in this document before signing the agreement page at the end.

### Terms and Conditions

#### Who can exhibit at the gallery?

- The Studio Art Gallery, (hereafter abbreviated as TSAG), has made an exhibition space available to independent artists, artist collectives and emerging artists who wish to make use of our exhibition space for solo or group exhibitions.
- The 4 winners of our annual Winter Life Group Exhibition each receive as a prize, 14 days free of charge, towards a solo exhibition.
- Art Schools, Art societies and associations are also welcome to submit proposals for their group exhibitions and will be considered for reduced rates.

#### Application

- Applications are put forward by submitting an Exhibition Proposal.
- Proposals should be submitted timeously to avoid disappointment; approval will depend on director's discretion and availability of space. Please check the Exhibition's Calendar.
- TSAG strives to maintain high quality and tasteful exhibitions, therefore reserving the right to refuse any exhibits or specific artworks we feel are unsuitable.
- TSAG's directors will consider the proposal and written correspondence regarding outcomes of applications will be emailed whether accepted or not.
- Upon a successful application, the Exhibition Agreement must be signed and initialed on each page, and delivered to TSAG.

## **Gallery Exhibition Consignment and Commission**

- TSAG reserves the right to charge commission 35% out of season and 40% in season on all sales. The artist will be paid out the total sales amount less TSAG's sales commission.
- TSAG retains artwork on consignment once delivered to the gallery and for the duration of the exhibition.
- TSAG's appointment will automatically terminate when the work has been returned or sold.

## **Retail Price and Artist's Price**

- The artist must provide the artist's price, which is the amount the artist will be paid upon sale of the artwork. i.e the retail price less the gallery's commission.
- The retail price must be consistent with past sales and current pricing in other galleries, artist's website, etc.
- All artworks that are displayed must be for sale at their market-related value.
- If the artist wishes to exhibit an artwork that is not for sale for whatever reason, then a cover charge of 15% of the retail value will be charged.

## **Gallery Charge & Payments.**

- Please note that these rates are only valid until 31 December 2021.
- In season gallery charge – 01 November to 30 April – R 1200 per day.
- Out of season gallery charge – 01 May to 31 October – R 900 per day.
- A 10% pensioners discount off the gallery charge is made available for artists 65 years or older.
- The artist decides on the length of the exhibition, however, it may not be shorter than 14 days.
- There is no charge for days, where the gallery is purposed for the Art Academy and is closed to the public. (Check Art Academy Terms).
- A 50% non-refundable deposit on the full gallery charge secures the booking.
- TSAG is currently not VAT registered.
- In the event that a late booking is confirmed less than four weeks prior to the agreed exhibition date, the full gallery charge will be payable on booking.
- In the event that payment deadlines are not met, TSAG has sole discretion to cancel the exhibition.
- TSAG staff will handle all sales and the artist will be paid the agreed amount within 7 working days after his/her exhibition closes.
- 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

### **What does the Gallery Charge include?**

- Casual staff's 5% sales commission and the Tour guide operator's incentive 10% sales commission.
- Card Machine charges.
- TSAG's staff will provide professional client services and easy payment options for clients.
- Exhibition branding and design assistance.
- A permanent record in the form of an exhibition page of your event on TSAG's website.
- TSAG will be open from 9 am to 5 pm, on all weekdays between the Art Academy's Terms, and Wednesdays to Sundays while the Art Academy's courses are active.
- 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 and adjusting the lighting.
- Exhibition insurance cover. See 'Insurance & Liability' below.

### **What does the gallery Charge not include?**

- All transportation, packaging and insurance of artworks to and from TSAG.
- Printing of decals, labels, publicity material, posters, invites/pamphlets, etc.
- Hooks and wires or any hanging system required for having or mounting artworks.
- Photographer or musicians for the opening event.
- The hire of plinths, pedestals, display cases, audiovisual equipment, etc.
- Catering, wine, extra wine glasses, etc.
- R250 opening event clean-up fee.

### **Insurance and Liability**

- TSAG may provide insurance for artworks which includes theft or malicious damage. This will not include insurance cover for mobile phones, laptops and any other personal items.

- The provided insurance cover will only apply to artworks on consignment that have been safely delivered to TSAG.
- The provided insurance cover will not apply to the transportation of artworks to TSAG.
- The provided exhibition insurance will only cover the 'artist's price' and not the retail price of each artwork.
- In order to qualify for exhibition insurance cover, a full detailed inventory of all artworks to be exhibited needs to be submitted no less than 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.
- The artist is free to take out additional cover should they so wish at their own cost.

### **TSAG's Marketing**

- The artist will be entitled to an exhibition listing on TSAG's website and an inclusion in the newsletter one month prior to the opening date.
- By submitting digital images the artist agrees, 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 Twitter, Instagram, Facebook posts and any other appropriate advertising platforms as it deems fit.
- The artist may provide TSAG with pamphlets or invitations for the exhibition that can be kept on the front counter, 2 – 4 weeks prior to the opening event.
- The artist may also provide TSAG with an A3 colour poster for the 'Exhibitions Box' to the right of the main entrance. This will be installed for the duration of the exhibition.
- NB. 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 they do. Artists 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 space measures approximately 35 m<sup>2</sup>. Please see the Floorplan.

- All artworks, plinths, pedestals, display cases, etc must arrive at 9 am on the setup day and brought into the gallery through the service passage.
- TSAG's curator will assist the artist in setting up the exhibition ensuring good visibility of all artworks.
- The art will be curated and hung professionally on the first day of the exhibition and removed by the artist in the same manner on the last day.
- No crating or packaging material may be stored at TSAG.
- A moveable spot/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 walls or gallery screens.
- All artworks must be supplied to TSAG in perfect condition and exhibition ready with an adequate hanging system (hooks and wire).
- An additional charge of R45 per artwork will be charged for each artwork that does not have appropriate 'hooks and wire' for hanging.
- TSAG reserves the right to not exhibit artwork TSAG considers inappropriate. This includes, but is not limited to, artworks 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, pedestals and display cases for sculpture and ceramic or glass wares; these must be well made and neatly painted.
- A digital template will be provided by TSAG for the exhibition labels, which the artist must fill in and print on 300g white gloss paper.
- 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 exhibition period is over.

### **Opening or Exhibition Related Events**

- An opening event is strongly encouraged but optional.
- 'Walk a-bouts', demonstrations or talks hosted by the artist may also be arranged during the exhibition period.
- TSAG has available 40 juice glasses, 60 wine glasses, 1 ice bucket, 1 wine cooler and 6 glass/water jugs. Ice is not included and a breakage fee R200 will be charged.
- If there is catering then a cleanup fee of R250 will be charged to the artist for the washing of dishes, gallery floors, etc.
- Additional evening events after 6 pm can be arranged at an additional cost of R150 per hour.
- Any person who exhibits at 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.
- TSAG space is to be kept well-presented and clean at all times.
- It is the artist's responsibility to bring a camera or organize a photographer for the opening event.
- It is the artist's responsibility to organize a guest speaker for the opening event. Preferably someone who knows the artist well and is familiar with their work.
- The artist may provide musicians or a CD of preferred background music for the opening event.

## EXHIBITION 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's 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 TSAG's website and various social media platforms.

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

\_\_\_\_\_  
THE ARTIST

\_\_\_\_\_  
TSAG DIRECTOR

\_\_\_\_\_  
WITNESS 1

\_\_\_\_\_  
WITNESS 2

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