#### THE VANCOUVER LIFE DRAWING SOCIETY DBA "BASIC INQUIRY"

# GALLERY-ARTIST CONTRACT FOR INDIVIDUAL/GROUP SHOWS

Basic Inquiry [the "Gallery"] and \_\_\_\_\_\_ [the "Artist"] hereby agree that the Gallery shall provide space at its premises at 1011 Main Street, Vancouver, B.C. [the "Premises"] for a display [the "Show"] of the Artist's works of art [the "Works"] during the period [the "Term"] commencing on the \_\_\_\_\_day of \_\_\_\_\_\_,20\_\_\_[the "Opening Date"] until the \_\_\_\_\_day of \_\_\_\_\_\_,20\_\_\_[the "Final Date"] subject to the following terms and conditions:

#### Agreements of the Artist(s):

1. The Artist(s) must be members in good standing of The Vancouver Life Drawing Society.

2. The Term work can be displayed in the Gallery is for a minimum of two weeks to a maximum of six weeks unless otherwise agreed to by the Coordinator of the Gallery.

3. The Artist(s) can deliver the Works to the Premises by 3 p.m. on the Saturday prior to the Opening Date. Works may be stored by the Artist(s) prior to that time in available gallery slots in the Premises. The Artist(s) shall advise the Coordinator of the Gallery, when all of the Works have been delivered to the Premises.

4. The Artist(s) shall remove the Works from the Premises forthwith after 4:00 pm on the Final Date. Works not so removed may be stored by the Gallery for a period of not exceeding two weeks in gallery slots, after which time, they may, in its sole discretion be disposed of by the Gallery,

5. The Artist(s) will be loaned one set of keys for accessing the gallery for the term of the contract upon which the keys must be returned. A \$20 deposit will be collected by the Gallery Coordinator and refunded upon the safe return of the keys.

6. During the Term the Artist(s) shall be responsible for arranging and/or attending their own Gallery Sittings. Times the studio is available comprises hours when the Premises are open to the public, namely between the hours of 1:30 p.m. and 5:30 p.m., Monday through Saturday. The dates and times of these sittings shall be agreed upon by the Artist(s) with the Coordinator of the Gallery who will confirm approval with the Board of Directors. The Gallery hours approved will be posted on the web site. Artist(s) occupying the studio space during these times for showing their work may at their discretion use the space for personal studio time as long as the gallery remains open to the public and activities are conducted in a professional/respectful manner that reflect favourably on the Society. Under all circumstances the studio must be left in a clean and

orderly fashion for the following drawing session. The artist(s) will be held accountable for any complaint brought against them by anyone of the session managers.

7. The artist(s) will be responsible for preparing the gallery space for their show including cleaning of the premises, white washing the walls, changing any burnt out light bulbs and any set up as needed. The studio has a tall ladder that can be used to reach the lights but is strongly recommended that no person should be climbing the ladder without the assistance of another person to steady it.

The gallery maybe able to provide the necessary materials and light bulbs but is not obligated to do so. If the artist(s) have to purchase any materials for exclusive use in the gallery as part of maintaining the gallery such as light bulbs, these expenses will be approved by the Board of Directors for reimbursement.

8. The artist(s) will be responsible for any repairs for damage to the studio/gallery that may result from their negligence whether accidental or intentional; such as damage to the windows, electrical wiring, lighting fixtures, walls or any other parts or components that make up the gallery/studio space.

9. The Artist(s) shall be responsible for providing their own labeling for the works being shown. Such label information shall include its title, the date that it was created, the media of the Work and its price and must meet the approval of the Gallery Coordinator in layout and design.

10. The Artist(s) will be responsible for determining the location and manner of displaying the Works and for the hanging of their pieces. Hammer and nails maybe provided. The show must be hung in a professional and safe manner. The Gallery Coordinator will be the sole judge as to what constitutes a professional display of work.

11. Works comprising small items that the Artist(s) wishes to sell on the Opening Date or during times when the Premises are open to the public may be displayed on a table in the Premises in such manner as the coordinator of the Gallery and the Artist(s) may agree. The Artist(s) shall be solely responsible in organizing such table of display.

12. The Artist(s) will be solely responsible for their own promotional material including invitations to the show. All promotional material must meet the approval of the Gallery Coordinator for content and design.

13. If the Artist(s) wish to arrange for an Opening Reception they must have approval from the Gallery and Studio Coordinator for rental of the studio and the nature of the events planned. The studio maybe rented as per the terms of the Basic Inquiry Studio Rental Policy and Lease of Premises Agreement. If the Gallery is to be rented for four weeks or more the cost of renting the studio for the purposes of holding an opening reception will be waived but a rental/lease agreement must be signed.

Further the artist(s) understand they are responsible for:

- A. Attending the Premises on the Opening Date for the entire Reception which may start any time after 2:00 pm (except Sundays the hours must be after 5 pm) and end no later than 10:00 pm (unless a mid week reception in planned). Receptions cannot conflict with any scheduled drawing sessions or events.
- B. Providing, preparing and serving any food and refreshments.
- C. Set up and clean up before and after the reception. The studio must be returned to its normal set up for drawing sessions in a clean and satisfactory manner. The Gallery Coordinator shall be the sole judge as to what is considered satisfactory.
- D. If liquour is to be served the artist(s) must arrange for and have in place a week prior to the opening reception:
  - i. A person with the B.C. LCB Right To Serve certification to apply for the liquour license and oversee the bar services.
  - ii. A liquour license from the B.C. Liquour Control Board.
  - iii. Special Events insurance that covers the serving of liquour.

All liquour will be provided and served by the artist(s).

For a fee of \$100 the Society can provide a service by which the liquour license and insurance can be acquired and bar services provided. This fee does not include the cost of the liquour license or insurance which the artist(s) will be responsible for.

14. The Artist(s) acknowledges that the Premises are used by members of the public as a drawing studio daily and often the Works would be unsupervised. The Artist(s) agrees that the Gallery shall not be responsible for any direct or indirect damage to, or theft or loss of the Works while the Works are on the Premises before, during or after the Term of the Show.

15. The Artist(s) agrees that the Gallery may in its sole discretion remove any piece of work from the Premises, prior to, during or after the Term if such work is felt to be in conflict with the Criminal Code of Canada Obscenity Laws.

16. The Artist(s) hereby indemnifies and saves harmless the Gallery for any loss, damage, costs [including a solicitor's costs computed on a solicitor and own client basis] by any third party or the Artist as a result of displaying the Works on the Premises for any reason whatsoever.

17. The Artist(s) hereby indemnifies and saves harmless the Gallery for any loss, damage, costs [including a solicitor's costs computed on a solicitor and own client basis] by any third party or the Artist as a result of bodily injury to others on the Premises as a result of the actions of the artist(s) for any reason whatsoever be it through negligent, accidental or intentional behaviour.

18. The Artist(s) hereby grants to the Gallery the right to print, publish or disseminate copies of any of the Works in printed form or on the internet for the purpose of publicizing the Works or the Show and for a reasonable period of time prior to thereto, during or subsequent thereto without claims of liability therefore.

19. The Artist(s) hereby represents and warrants that all of the Works are original and that the Artist is entitled to sell and distribute the same to the public.

20. The Artist(s) shall be responsible for the sale of any of the Works during the Term of their show and the Gallery is in no way responsible for the successful conclusion of any such sales.

21. The Artist(s) shall pay to the VLDS a rental fee for the use of the gallery wall space the sum of \$25 per week for the agreed term of the show. The agreed sum shall be paid not less than 7 days prior to the opening of the Show.

### Agreements of the Gallery:

22. The Gallery will not collect any commissions from the sale of work.

23. If the Gallery has no subsequent scheduled shows or events, the Gallery may at the request of the Artist(s), agree to extend the Show beyond the Final Date.

24. The Gallery shall assist in promoting the artist(s) show by:

- A. Advertising the show on the VLDS web site
- B. Sending members an electronic version of the invitation by email.

## Charges

Number of weeks \_\_\_\_\_\_@ \$25 per week

Deposit for Studio Keys (held in trust)

Optional Service Fee for License and Insurance Acquisition

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Liquour license

Studio Rental (if applicable)

Special Events Insurance

### **Total Charges**

Agreed to this \_\_\_\_\_\_day of \_\_\_\_\_\_20\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Vancouver Life Drawing Society DBA Basic Inquiry

Per: Gallery Co-Coordinator

Signature of Artist

Name (Please Print)

Address

Signature of Artist

Name (Please Print)

Address