



CONTRACT A GUIDELINES:

Exhibitions and projects contract template

1. Parties

Overview

1.1 Name of artist

Name of artist – this can be your legal name or professional name.

Trading name – if applicable, you will enter your ‘trading as’ name here.

Scottish Artists Union membership number – this can be found on your membership card or any correspondence from your union. The format is 4 digits and the first four letters of your family name and your first initial (1234 ABCDX).

Address – this should be your home address or work address, including postcode.

Telephone, Mobile and Email – for contact purposes.

Social media – for promotional purposes.

Artist is part of group/collective/organisation, see schedule A – Selecting this option allows the individual artist to note that they are taking part in an exhibition/project with other artists. This contract is between an individual member and the organiser. The additional information is noted in schedule A.

Artist is registered for VAT, with VAT number – Select this if you are VAT registered and will be applying the appropriate VAT rates to your invoices. Include your VAT number too.

Artist has an agent, see schedule A – Select this option if you as an artist have an agent, which may have a part to play in any part of the contract including payment. Note their details in schedule A.

1.2 Name of organiser

Name of organiser – Enter the company or individual engaging the artist.

Company registration number – enter the company number (found on all official correspondence from the company).

Address – this should be the correspondence/registered address where invoices etc would be sent.

Responsible custodian/curator – this notes the main contact for the artists within an organisation.

Telephone, Mobile and Email – for contact purposes.

Social media – for promotional purposes.

Any changes in these details should be promptly notified so that important information and/or payments

1.3 Description of relationship between parties and/or exhibition proposal

This is a chance to define the nature of the relationship between artist and organiser. You can quote from the original proposal or submission, note other parties involved (such as agents etc) and highlight any context relevant to the agreement (part of a larger event or festival for example).

2. Exhibition information

Overview

2.1 Exhibition title

Enter the exact wording that the exhibition/project should be referred to in all publicity material and documentation.

2.2 Exhibition places and venues

2.2.1 Individual exhibition, the exhibition is to be shown in the following premises/places

State the location of the exhibition as agreed with the same organiser.

2.2.2 Touring/Organisers with multiple venues

For a 'touring' exhibition where different venues mean in effect different exhibitions, but all are with the same organiser, not briefly here and detail in schedule B.

2.3 Exhibition type

Exhibition is a solo exhibition – select this option if the single artist named in this contract is the only exhibiting artist.

Exhibition is a group exhibition, other participants known – this could either be as part of a named group show or where the artist is exhibiting alongside other artists named at the time of signing the contract.

Exhibition is a group exhibition, other participants unknown – consider the need for ethical withdrawal right (clause 7.2), for example in relation to a sponsor later being named which would be deemed unethical or in conflict with the work of the artist. Select this option if the other artists are still to be confirmed or if part of a large show of multiple artists.

2.4 Exhibition duration

Exhibition will take place from (dates): enter start date to enter end date

Enter the number of weeks the exhibition will run for or amend to days as appropriate.

Enter the preview date and time, as it may require the artist's attendance as part of that event.

Note the opening times in days and hours as publicised.

Enter the 'notice period' in days or hours as agreed if the work requires repair, maintenance or has become dysfunctional.

2.5 Artist works to be exhibited (select all that apply)

Select all that apply regarding the work to be exhibited – state if any pieces been produced specifically for this exhibition/project and/or existing pieces placed under the organiser's control for the period of time as agreed in the contract.

Select the following if appropriate, regarding substituting work or lending work out during the period of the exhibition/project, as long as the agreed notice period has been met.

In most instances a list of works will be completed in schedule C, select this option to indicate this is the case.

2.6 Delivery/return times/storage

Select and enter the date (and time if appropriate) to agree how the work will be delivered, removed and/or stored before and after the exhibition.

The costs can be recorded as being either the responsibility of either party or shared by percentage terms between artist and organiser.

Details can be entered in schedule D.

2.7 Sales exhibition

Will any of the work on show be available for sale? Note that in this section, either 'No' or 'Yes,' with the option to provide details in schedule E or refer to the presence of an artist's agent previously indicated in 1.1.

Use this section to agree the reasonable time period of notification that a sale has occurred. An artist may also wish to rotate work to increase sales or replace work once sold.

2.8 Promotion obligation

The 'marketing plan' can be detailed in schedule F, this may include the marketing activity the organiser will undertake for promotion of the exhibition and any obligations made on the artist to support this.

Tick this to agree the artist can have final sign off on marketing material, to ensure they are happy with how the artist and the exhibition are being presented.

3 Participation remuneration

Overview

3.1 Pre-exhibition creation and preparation of the works

Schedule G allows for the details of this arrangement to be captured. It may include a block fee paid in advance, which could have a percentage recouped through sales.

3.1.1 Artist's labour for creation

This section allows the artist to agree payment for the creation of work as part of the exhibition/project. This can be charged at an hourly or daily rate, please refer to the Scottish Artists Union Rates of Pay for further information. This is an estimate and if more time is required, agreement would be made about how that is paid for.

Payment can also be per work or if a performance may be as a percentage royalty of gross exhibition revenues.

3.1.2 Artist's labour for preparation

If preparation ahead of the exhibition or project is required, this section allows the artist to agree the time and fee either on an hourly or daily basis. Schedule H captures the details of this arrangement.

3.1.3 Artist's costs for materials

The costs of materials to be reimbursed by the organiser can be agreed in this section, the total can either be estimated or 'capped' to an agreed amount as per any exhibition/project budget.

3.1.4 Renewed exhibiting

In the event of the exhibition being renewed this section notes whether the artist's direct participation is required.

3.2 Other labour

3.2.1 Talks/Workshops/Articles

Schedule I records any talks, workshops, articles required from the artist as part of the exhibition/project, this can be paid by hour or day rate, unless stated differently in the schedule.

3.2.2 Meeting, hanging, assembly, viewings etc.

This section and schedule J allow for different activity to be noted at perhaps different rates depending on what is required, such as meeting before and after the exhibition/project, supervising hanging (rather than installation) and attendance at viewings for sponsors, patrons and guests.

3.2.3 Interpretative material

Select this to agree that the artist as final sign-off on all interpretative materials.

3.2.4 Marketing and PR

Schedule J can also note any participation and responsibilities the artist has in regard to marketing and PR, this section sets out that arrangement and associated fees.

The artist may be required to help promote the exhibition through their own website, social media etc., this can be recorded here and in detail in the schedule.

3.2.5 Third party suppliers

This section allows for agreement on the responsibility and costs of any third-party suppliers as part of the exhibition/project. This could be things like manufacturers or fabricators.

4 Exhibition-related outlays

Overview

4.1 Transport of work

This section allows for the transport costs to be the entire responsibility of either party or as a percentage share.

Note the total estimated cost and then the total payment due to the artist if applicable.

4.2 Insurance

This section and schedule K note the responsibility and payment of the related insurance costs for transport, exhibition and other.

Artists may wish to refer to the members liability insurance, free as a union member.

Additional cover may be required, further enquiries can be made to our brokers Hencilla Canworth.

4.3 Exhibition-related travel expenses

This section allows for the exhibition-related travel costs to be the entire responsibility of either party or as a percentage share.

Note the total estimated cost and then the total payment due to the artist if applicable.

4.4 Exhibition-related living expenses

Select 'not applicable,' expenses paid at a daily rate or capped at a fixed amount.

This section allows for the expenses to be the entire responsibility of either party or as a percentage share.

4.5 Technical and display equipment

Select 'not applicable' if no equipment is used.

This section allows for the cost of technical equipment to be the entire responsibility of either party or as a percentage share.

Schedule M can detail all equipment to be used and should also note the quality/specifications of the equipment to be used.

4.6 Other costs

Schedule N can capture any other costs involved in the exhibition/project.

This section allows for those costs to be the entire responsibility of either party or as a percentage share.

5 Exhibition fee

Overview

The agreed fee for exhibiting artwork, separate from any other item in agreed budget.

6 Use of copyrighted material

Overview

6.1 Accessibility of Artist's work on an Organiser's website, social media or equivalent

An artist may agree to allow their work to be displayed/shared on websites, social media etc for no fee or agree a fee and the duration the work is available for. This section also allows for the purpose of the accessibility of the artist's work to be agreed.

Schedule C can capture in the list of works, which ones will be shared.

6.2 Printed reproductions of Artist's work

Printed reproductions of artist's work can take two forms – those for sale or distribution as part of the exhibition or as promotional/invitational material.

Any royalty percentage may be decided upon based on the 'print run' of the material to be sold, and so enter the number of copies in this section, as well as the royalty figure and estimated amount (copies x (royalty/sales price)).

Work used for promotional material or invites is available to the organiser for free. The artist can stipulate the period of use, if any.

Schedule O can capture the details of this part of the agreement.

6.3 Liquidated damages

There can be a variety of reasons why an artist's work can be damaged whilst part of an exhibition. This standard wording seeks to set out the terms of calculating the value of loss to the artist. In many cases this calculated figure will be required for any insurance claim made by the organiser. By including these terms in the contract, agreement is sought for the way that figure will be derived if necessary.

7 Other conditions

Overview

7.1 Title/ownership

This clause establishes the title/ownership of the work resides always with the artists unless otherwise agreed.

7.2 Discontinuation of the exhibition

There are many reasons why an exhibition does not go ahead as planned, this section addresses the financial impact of such situations.

If the exhibition/project cannot go ahead or be completed, an agreed percentage (100% or other) of the original remuneration will be paid to the artist.

The artist and organiser can agree a date which, within 7 days of that date the artist will have the right to withdraw from the exhibition/project. This date may be influenced by the publication of a programme, confirmation of certain details of the event or an identified 'cut-off' date ahead of the exhibition opening.

The remuneration due to the artist at the time of withdrawal from the exhibition/project can be agreed as either 100% or other of the original fee.

Another reason an artist may withdraw from an exhibition/project is for 'ethical' reasons, this could be due to an objection to a sponsor or contributor revealed after the original agreement was made. Again, at this time the remuneration as a percentage is agreed to be paid.

The purpose of this section is to seek agreement between artist and organiser in advance of such difficult situations arising, making arrangements for such circumstances is not indicating that they will actually happen.

7.3 Theft, damage or other loss

This section makes clear that unless otherwise dictated by insurance, it is the organiser who is liable for any theft, damage or other loss.

7.4 Disputes

Any dispute between artist and organiser should in the first instance be resolved by negotiation. As a member of the Scottish Artists Union, you benefit from free Members Liability Insurance, free or discounted legal services and the support of staff, exec and 1300+ fellow union members.

7.5 Incorporated terms

To access the standard terms and conditions of all Scottish Artists Union Fair Work contract templates visit our website.

8 Summary and payment

Overview

The block fee noted here is the total fee to be paid to the artist and is broken down in the summary of payments below.

8.1 Summary of payments

Each total should match the amount from that relevant section and totals the block fee due.

If VAT is due that is added along with any expenses as agreed in the relevant sections. This then gives us the total amount due to be paid by the organiser to the artist.

8.2 Payments

This section allows for the agreement and scheduling of the above payments. In agreeing the payment schedule, consideration should be given to production timelines etc. In all instances the Scottish Artists Union would encourage the initial payment to be made upon signing the agreement.

Enough funds should be provided in advance of an exhibition/project to ensure that work can be completed on time and costs covered.

Consideration should also be given to any 3rd party funders of the exhibition/project and it may well be that some payments to the artist are in line with that.

Bank details and signatures

Give clear instructions to the bank account, name references required to make these payments.

Artist and organiser must sign this agreement alongside a witness. Both parties should parties should retain a signed copy.

Schedules (checklist)

This checklist allows for a quick reference for the relevant schedules as per the contract agreement.