

EVENT HIRE AND SHORT-TERM LEASE AGREEMENT

This lease agreement is between the lessor, WHITE CANVAS PTY LTD, and the lessee. If more than one lessee, either a representative must be nominated, or multiple lease agreements must be submitted.

LESSEE NAME: _____

LESSEE ADDRESS: _____

TELEPHONE: _____ ABN: _____

EMAIL: _____

Registered for GST (please circle)? YES / NO

1. Description of Premises

Lower Level, 26 Church Street, Fortitude Valley, Queensland.
Refer to floor plan on page 5.

2. Use of Premises

The lessor reserves the right to inspect the premises and perform maintenance at any time and the lessee shall permit the lessor to do so. The lessee agrees to have the gallery clean and set up to the standard required by the lessor at all times when the gallery is open to the public. The layout for functions is to follow the guidelines of set-up to ensure people flow for safety reasons and the gallery reputation. The lessee agrees to restore the space to its original condition as was prior to the installation of any work and use of the space.

3. Lease Term

This lease agreement begins at 4 p.m. on the _____ day of the month of _____, 20___. It terminates at 10:30 a.m. on the _____ day of the month of _____, 20___.

4. Investment

The rate for event hire or a short-term lease is AU\$490 (GST inclusive).

5. Bond

There is a bond of AU\$1,000. The bond is refundable in full with the exception of incidents of property loss or damage and any commission and other monies payable, as applicable. The inventory must be signed with any adjustments to requirements, when collecting the keys and again at the end of the lease time, with any breakages or damage noted and included. Glass breakages will cost \$5 per glass.

6. Deposits and Payment Terms

The lessee agrees to pay a non-refundable deposit of 50% of the total lease amount, upon signing this agreement to confirm and secure the space.

The agreement can be cancelled by either party with 60 days written notice, prior to the commencement of the lease term.

Should the cancellation be by the lessor, the 50% deposit will be refunded to the lessee.

Should the cancellation be by the lessee, the 50% deposit will not be refunded.

Should the lessee cancel the agreement with less than 60 days notice, the full lease fee is due.

The lessor has no obligation to proceed with this agreement should the deposit not be received within five days of signing.

The total cost (balance of lease fee + bond) must be paid within ten working days prior to the commencement of the lease term.

7. Requirements Prior to Exhibition

The lessee agrees to provide the lessor with the deposit.

All available marketing materials such as media releases, invitations and images must be supplied to the gallery five weeks before commencement of the lease term. These materials may be included on the website and weekly electronic newsletters.

8. Layout of Gallery

Pressed white tablecloths are to be used if a drinks table is required. Linen can be hired from Bob's Hire in Milton (www.bobshire.com.au).

No eskies are to be visible in the gallery and, when food is served, it is to be kept fresh and tidy on plates.

Plinths are to be used only for the display of artwork or catalogues; not for food or drinks.

9. Installation, Removal and Distribution

The lessee is responsible for the installation and removal of equipment/artwork and distribution of all sold work.

The lessee agrees to discuss with the lessor any setup and/or hanging requirements and use of equipment for display prior to the commencement of the lease term. Installations are to be free standing and other artwork is to be hung using the hanging system available.

Wires that form part of the hanging system must not be coiled or knotted.

The lessee must not insert nails, pins and bolts into the walls of the premises.

The lessor reserves the right to remove any work deemed to be inappropriate.

Any work remaining in the space after the termination of the lease will attract a storage fee of \$25 per piece, per day.

11. Insurance

The premises are covered by public liability insurance.

12. Sales of Artwork

Artworks will remain for sale during the course of the event hire and short-term lease agreement.

The lessee agrees to put all people interested in purchasing an artwork in touch with the Gallery Director, Robyn Kirk, by calling 0412 641 487 or emailing robyn@whitecanvas.tv.

13. Merchant Fees

You may choose to use the gallery's credit card facility for sales of exhibited work. The fee for use is 3% and this is to cover standard bank processing and administration fees.

14. Property Damage

The lessee must report any damage to the premise and its contents, breakages or loss that occurs. The cost of any breakage, damage or loss will be calculated by the lessor and charged as a replacement cost, as according to Clause 2.

The lessee is to respect and take utmost care of any artwork on display in the gallery.

15. Disputes

Disputes between the lessor and lessee shall be arbitrated. The lessor shall select an arbitrator to arbitrate the dispute, and their decisions shall be binding on the parties.

The parties shall divide the costs of the arbitration equally between them. Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing by each party.

DATED on the ___ day of the month of _____, 20__.

SIGNED by the lessee (or representative for lessees) _____

SIGNATURE _____

SIGNED by WHITE CANVAS PTY LTD

SIGNATURE _____

(By signing here, you are agreeing to all the details outlined in this document.)

