



NORTHBRIDGE ARTIST STUDIOS

258 Sailors Bay Rd, Northbridge NSW
Phone. 02 9777 1000 www.willoughby.nsw.gov.au

APPLICATION FORM, CONDITIONS OF HIRE & HIRE AGREEMENT



APPLICATION FORM, CONDITIONS OF HIRE & HIRE AGREEMENT FOR NORTHBRIDGE ARTIST STUDIOS

Willoughby City Council provides a range of facilities and programs to access, support and develop the visual arts in the City. These facilities include 3 exhibition spaces and a studio space. The key aim is to contribute to the unique cultural identity of Willoughby and the Northern Sydney Region.

The studio space is at:

- Northbridge Library 258 Sailors Bay Road (Cnr Namoi Street) Northbridge. The Studio is at the back of the Library.

Please direct enquiries and submit applications to:

Willoughby City Council. Phone 9777 1000 or email@willoughby.nsw.gov.au

This document includes:

INTRODUCTION

THE APPLICATION FORM

CONDITIONS OF HIRE

HIRE AGREEMENT

INTRODUCTION

Northbridge Artist Studios

The Studios are located in a former church hall up a small flight of stairs at the back of the Northbridge Library. It is not wheelchair accessible. The space is approximately 10m x 15m and can accommodate up to three artists. The floor is vinyl. The windows can be opened on both sides of the room and there is air conditioning. There is a sink, cupboard and a bar fridge.

The studios have 24 hour access but artists are reminded to be quiet at night.

There are public toilets downstairs, which can be used by the artists.

There is no dedicated parking for artists.

APPROPRIATE ART FORM

There are some restrictions as to the art practice appropriate to the Studio. It is not suitable for most sculpture, ceramics, acid based printmaking or darkroom-based photography. It is probably most suitable for artists working in the same medium eg painters, or complementary media like textiles and digital photography.

Selection Process

- The Studio is advertised in the North Shore Times, on Council's website and the visual arts newsletter.
- Preference is given to artists who reside in Willoughby in the first instance. If there are no suitable hirers Council may select artists from outside the Willoughby LGA.
- Applicants must complete the Hirer's Application Form attached.
- Applications will be assessed against the selection criteria
- The successful hirer must sign the hire agreement and pay the hire fee (four weeks rent in advance) and the bond as stated at Schedule One at the end of this document. The hire fee is paid 4 weeks in advance on receipt of Council's Tax Invoice.

Period of Hire

Minimum of three months to a maximum of six months, depending on demand.

Selection Criteria

Priority will be given to an artist who:

- is a Willoughby resident
- demonstrates an artistic practise through a CV, images of the work created in last 2 years
- practises in the appropriate medium (see above)
- provides a short statement as to how their art practice would benefit from hiring the Studio

- during the rental period agrees to provide a free studio open day or other similar activity for the community if requested
- will provide documentation of Public Liability Insurance

NORTHBRIDGE ARTIST STUDIOS APPLICATION FORM



1. APPLICANT DETAILS

Name: (the hirer)

Contact/Representative:

Phone: (daytime)..... (mobile).....

Residential Address:

.....

Postal Address:

Email:

ABN: (if applicable).....

2. BENEFIT TO ART PRACTICE

Briefly outline how hiring the studio would benefit your art practice. Describe the medium you work in and what you hope to achieve. Please provide a CV with images (max 5) of recent work.

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2. COMMUNITY ACTIVITY

Are you prepared to provide a free studio open day or another equivalent activity which serves to promote the visual arts to the community?

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4. FEES

- If selected, you agree to pay \$49.65 (inc GST) per week and understand that you must be prepared to share the space with other artists.
- Studio hire is to be paid in advance on receipt of a Tax Invoice and is non-transferable and non-refundable.
- The hire fee includes electricity, water and cleaning.

Security Bond

- A Security Bond of \$250 (no GST applicable) is payable upon commencement and receipt of a Tax Invoice. It is the responsibility of the hirer to leave the studio in a clean and tidy condition at the conclusion of the hire term. Council may use all or part of the security bond to clean the Studio if the responsible Officer determines this is appropriate.
- At the end of the Hire period, the Space will be inspected and if satisfactory, the Bond will be repaid to the Hirer's specified bank account.

Payment of Hire Fees

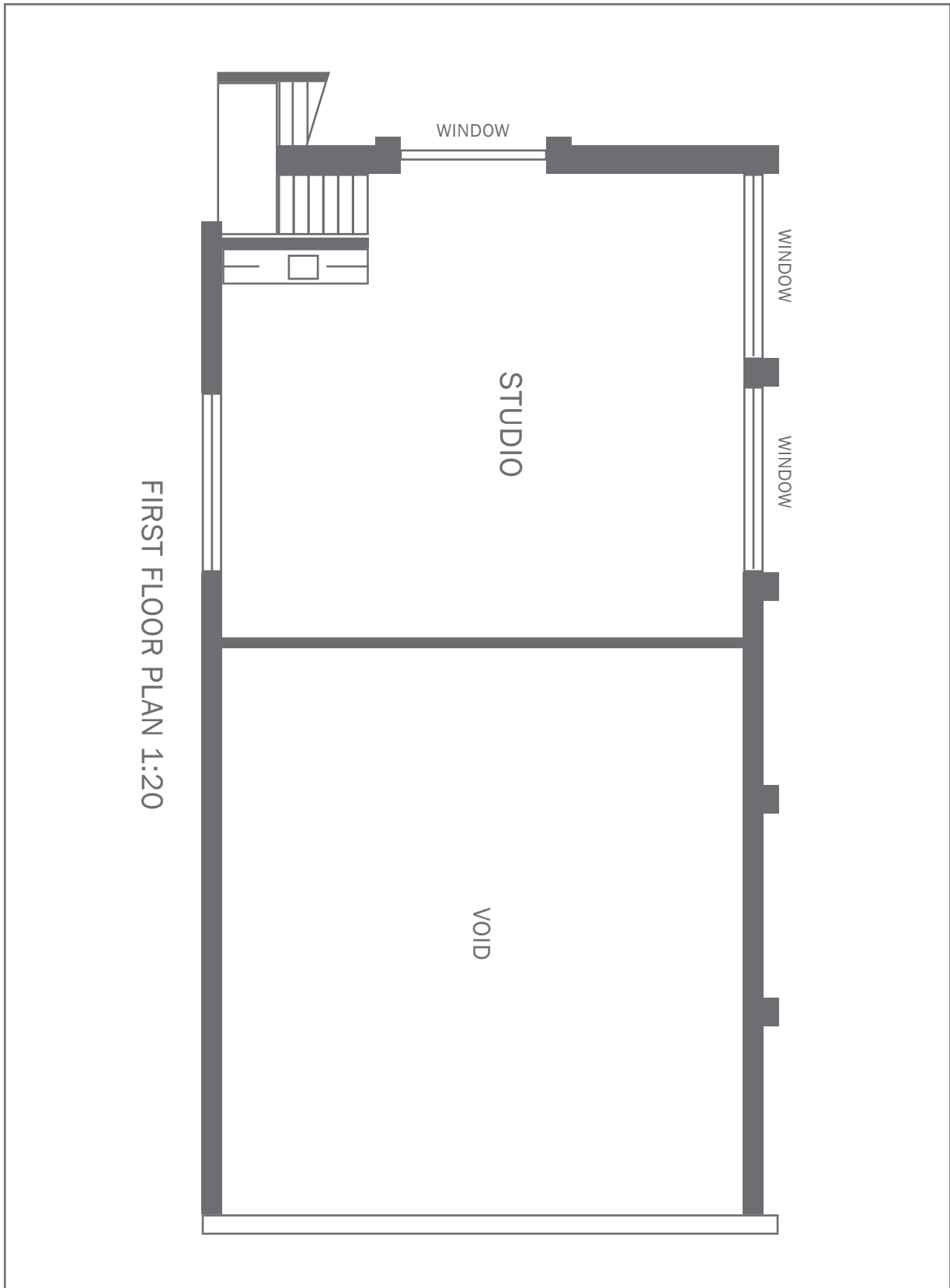
- **In Person**
Cheque/Cash/Credit Card/EFTPOS at Council's Customer Service, Level 4, 31 Victor Street, Chatswood. Hours are 8.30am – 5pm, Monday – Friday.
- **By Mail**
Cheques or Money Order made payable to 'Willoughby City Council' and sent to:
Willoughby City Council, PO Box 57, CHATSWOOD NSW 2057
- **By Credit Card**
Download Credit Card Authorisation form at www.willoughby.nsw.gov.au
- **On Line Services**
Select from Quick Links on www.willoughby.nsw.gov.au and go to online services to pay using credit card (Visa and Mastercard) 1% service fee applies.

Note: No Credit card payments can be made by phone

5. PUBLIC LIABILITY INSURANCE

Agreement to provide a copy of the Certificate of Currency for Public Liability (minimum of 10 million dollars) and noting Council's interest on the policy. Write "Interested Party – Willoughby City Council" on the copy.

NORTHBRIDGE ARTIST STUDIOS FLOOR PLAN



Please note: Dimensions & measurements provided in the plan are intended to serve as an approximate guide only. It is the responsibility of the Hirer to confirm any dimension or measurement that may impact on the planning of the exhibition.

STUDIO HIRE AGREEMENT

THIS AGREEMENT is made on the20.....

BETWEEN

**WILLOUGHBY CITY COUNCIL ABN 47 974 826 099 of 31 Victor Street, Chatswood NSW 2067,
(Herein after called the Council)**

AND

Insert Artist Name (print)(Herein after called the Hirer)

GENERAL CONDITIONS OF HIRE

DEFINITIONS

Agreement: A specific agreement between Council and the Hirer for the use of the facility of which agreement this document forms a part.

Council: Willoughby City Council, including responsible Council Officer.

Damage: Includes loss or disappearance of goods.

Hirer: The person or persons authorised by Council to use the Facility under the terms of the agreement.

Facility: Northbridge Artist Studios

Preamble

The under listed Conditions apply to the use of the 'Northbridge Artist Studios' by the Hirer specified in the agreement/application. These Conditions form part of the hiring agreement and will apply in all cases except where specifically amended by Council. Disputes over interpretation will be referred to the General Manager whose decision will be final.

1.0 Opening Hours

24 hour access.

2.0 Payment of Hire Fee

- At the signing of the Agreement the hire fee and the Bond is to be paid on receipt of a Tax Invoice. The hire fee is to be paid every 4 weeks in advance on receipt of a Tax Invoice.
- The hire fee includes electricity, water and cleaning of the toilet & kitchenette.

3.0 Key Card

Upon commencement of the agreement one access card will be provided. If the Card is lost and /or damaged the Hirer must pay \$50.00 for a replacement card.

4.0 Parking

There is no reserved parking available to the Hirer.

5.0 Noise

- The use of the area shall not give rise to a nuisance or an offensive noise as defined in the Protection of the Environment Operations Act 1997 (POEO) Noise Control Regulation 2000 to adjoining properties or the public.
- Hirers should be mindful of neighbours and enter and leave quietly.

6.0 No Smoking/Fire

- The Hirer acknowledges that the building/land is subject to Council's Smoke Free Environment Policy ("the Policy") and that smoking is not permitted in the building or upon the land. The Hirer shall do all things necessary to comply at all times with the Policy including but not limited to displaying signage and not allowing its agents and/or invitees to smoke within the facility. The Hirer may obtain a copy of the Policy from Council's website.
- No open flames inside the building.

7.0 Other uses

The hirer may only use the Studio for the purposes of making their art. Hirers are not to use the space for sleeping accommodation or live in the Studio, sub-let, hold exhibitions, teach groups or run a business from the Studio.

8.0 Animals

No pets, animals or birds are permitted. Registered guide/assistance dogs are exempt.

9.0 Children

Children must be supervised within the Studio at all times and are not permitted to move unsupervised into other areas of the facility.

10.0 Indemnity

The Hirer will indemnify Council against any claim whatsoever which may arise out of the Hirer's actions or failure to act in any particular way relating to the agreed use of the Studio.

This indemnity includes:

- claims arising from any personal injury, (including death) loss of value, loss of amenity or damage to property including completed artworks or works in progress, and any costs or expenses arising there from;
- transit insurance for artworks and equipment, insurance for lost or damage of artworks and equipment;
- Public Liability for the hirer or visitors to the Studio or any equipment provided by Council or brought by the Hirer into the Studio.
- The Indemnity shall be reduced proportionately to the extent that such claim is caused, or contributed to by the negligence of the Council.

11.0 Public Liability Insurance Policy

- The Hirer must have a Public and Products Liability insurance policy with a Limit of Indemnity of not less than TEN MILLION DOLLARS. Council may request a higher Limit of Indemnity in certain cases.
- A copy of the Certificate of Currency must be produced at the time of signing the Hire Agreement.

12.0 Damage to the Facility

The Hirer shall not damage or suffer to be damaged any portion of the facility including buildings, furniture, fittings, grounds and landscaping. The Hirer agrees to indemnify Council for any damage sustained by the facility during the currency of the Agreement where such damage arose from the activities of the Hirer and was reasonably preventable by the Hirer. All damage to be reported to Council no later than the next working day. If the damage is not satisfactorily rectified the Hirer will forfeit the Bond.

13.0 Council Access

The Hirer will permit Council and their agents, upon reasonable prior notice of 24 hours and during normal business hours (except in cases of emergency) to enter the Studio and bring any necessary materials and equipment:

- To view and examine the condition of the Studio;
- To carry out repairs or alterations;
- To do anything necessary to comply with notices or orders of any relevance; and
- To show the Studio to prospective hirers as required.

14.0 Moving furniture, equipment & contents

- The Hirer shall not remove or cause the removal of any furniture, equipment or other contents owned by the Council or by third parties from their usual position without reference to and approval from Council staff.
- Alteration or addition to the Studio, including the addition of fixtures or fittings, temporary walls or room dividers must not be made.

- All furniture and equipment brought in by the Hirer must be removed at the end of the hire period. However, Council may at its discretion request that fittings or furniture added by the Hirer and not wanted by them again, remain in the Studio.

15.0 Storage

There is no storage available on site to the Hirer.

16.0 Chemical hazards

No chemicals, inflammable fluids, acids or other hazardous chemicals are to be used in the Studio except to the extent of normal artist equipment. All artist materials like turpentine and oil paints are to be stored in screw top jars etc, and paints are stored and handled in a manner which reduces fumes as much as possible.

17.0 Rubbish

- The Hirer is to regularly remove all art rubbish from the Studio and place in the appropriate Council bins on site. Artists are to comply with the appropriate recycling practises instigated by Council.

18.0 Cleaning

Council staff will arrange for the regular cleaning of kitchenette during the hire period. The floor will also be mopped but Hirers are responsible for cleaning paint etc from the floors of their own Studio area and are expected to be considerate of the others in the space by keeping their area as tidy and organised as possible.

19.0 Maintenance

- The Hirer should inform Council immediately about any building defects, inoperative lights, key cards, plumbing etc.
- Any electrical equipment brought onto the premises by the Hirer must be tested and tagged by an accredited tester.

20.0 Access & Security

- The Hirer will be given a swipe card to access the Studio. The card is to be returned to Council at the end of the hire period.
- Council will brief the Hirer on security procedures when entering and leaving the building.
- The building is alarmed. If this is activated during Business hours ring 0401 638 501 or 9777 1000. After hours ring 9777 1000 and follow the prompts to the after hours call centre who will forward the call. If the security alarm goes off while the hirer is there, they should reswipe their access card to silence alarm. If the fire alarm goes off, exit the building and wait for the fire brigade.
- A security guard checks the building at night. If the building is broken into after hours the security firm will make provision to temporarily secure the building and will inform Council.
- Council should be informed immediately of any damage which occurs during normal business hours and will contact the Hirer as soon as possible.

- Council is not responsible for any damage/theft to art works or Hirer's belongings should a break-in occur.

21.0 Emergencies

The Hirer shall give effect to any reasonable direction of a designated Council officer where such direction has the intention of dealing with an emergency or preventing a foreseeable accident or loss. Where no Council officer is present, the Hirer shall undertake responsibility to respond to an emergency by leaving the Studio, contacting emergency services and minimising the hazard as appropriate and where safe to do so.

22.0 Emergency exits

At the commencement of the hire period, the Hirer shall undertake inspection of emergency exit routes and doorways to ensure they permit clear and immediate egress at all times. An Evacuation Plan is attached to the wall near the exit signs and a copy will be provided when the hirer has occupation of the Studio.

23.0 Cancellation of hire agreement

Council may so end the agreement where:

- The fees payable hereunder shall be in arrears for the space of fourteen (14) days after the same shall become payable.
- The Hirer neglects or fails to perform and observe any of the terms and conditions of the approval for a period of not more than fourteen (14) days after the giving by the General Manager of a notice in writing to the Hirer calling upon them to remedy such neglect or failure to observe
- Council retains the right to recover from the Hirer unpaid moneys, including interest, or for damages (including damages for the loss of the benefits that Council would have received if the hire agreement had continued for the full term) for breaches of its obligations under this Agreement.
- The Hirer shall at anytime withdraw from the agreement providing that Council receives notice in writing twenty-eight days prior to termination of the agreement.

24.0 Open Day

The Hirer agrees to provide an open Studio day to the community during their hire period. The day will be agreed between the parties.

25.0 Advertising/Signage

The Hirer shall not affix or exhibit, or permit to be affixed or exhibited to or upon any part of the land or furniture, any poster, signboard, placard or other advertisements without the consent of the Council in writing.

26.0 Goods and Services Tax

All monetary amounts stated in this agreement are quoted as GST inclusive (is included in the amount).

Executed as an agreement on the.....Day of..... Month.....20.....

Signed on behalf of Willoughby City Council

ABN 47 974 826 099 by

General Manager. Signature.....
Delegated authorised person in the presence of:

Signature:

Name:.....

Witness

Signed by the artist (the Hirer):

Signature:.....

Name:.....

Signature:.....

Name:.....

Witness

SCHEDULE ONE

Item 1 Hirer

Item 2 Term

Item 3 Commencing Date

Item 4 Terminating Date

Item 5 Premises Hired Northbridge Artist Studios
258 Sailors Bay Road Northbridge

Item 6 Hire Fee \$48.40 per week inc GST

Item 7 Rent Payment method Monthly in advance

Item 8 Security Bond \$155

Item 9 Permitted Use Artist Studio

Item 10 Public Liability Insurance \$10 Million Dollars