



FOYER EXHIBITION SPACE

Willoughby City Council
Ground Floor

31 Victor Street, Chatswood

www.willoughby.nsw.gov.au/whats-on/visual-arts

EXHIBITION POLICY AND HIRE AGREEMENT TERMS



INTRODUCTION

Willoughby City Council provides a range of facilities and programs to support and develop the visual arts. Council provides the community with three exhibition spaces, each with their own defined artistic and cultural direction: Art Space on The Concourse, Incinerator Art Space and Foyer Exhibition Space. The key aim is to contribute to the unique cultural identity of Willoughby and the Northern Sydney Region.

The Foyer Exhibition Space is available **free of charge** for hire to community groups, cultural organisations, artists and individuals to hold a diverse range of art and material cultural exhibitions which meet the Foyer Exhibition Space Exhibition Policy and Hire Agreement Terms.

The Foyer Exhibition Space is located in the Victor Street entrance to Willoughby City Council, situated within the busy Chatswood retail and business district. Equipped with professional track lighting, glass cabinet shelving with hanging tracks and gallery hanging systems on three walls, it is the ideal venue for small touring exhibitions. It offers a professional and accessible space to exhibit a range of high quality art, craft, cultural and design exhibitions.

The Foyer Exhibition Space opening hours are:

Monday to Friday, 8.30am – 5pm.
Closed on weekends and all public holidays.

This document is to be read in partnership with the Hire Agreement Terms.

LOCATION

The Foyer Exhibition Space is well located in the busy Chatswood retail and business district, in very close proximity to the Mandarin Centre, Westfield Chatswood shopping centre and adjacent to the Chatswood Mall and railway station. It is accessible by pedestrians from Victoria Avenue.

FEATURES

- Professional gallery hanging system on 3 walls: 8m, 5m and 1.8m long
- Four glass cabinets with adjustable shelving and hanging track systems
- The two wall display cabinets (at the entrance to the Foyer) feature one extra shelf, a hanging track and fabric walls for Velcro. Size: 125cm h x 3m l x 10-45cm d each
- The two wall display cabinets (opposite the lifts) feature one extra shelf and a hanging track. Size: 135cm h x 195cm l x 54cm d each
- Trolley for moving heavy items
- Two ladders (0.87 and 1.74m)
- Hanging wires and hooks provided
- One plinth 90cm h x 40cm w x 40cm d
- Access to bathroom amenities
- Short-term access to underground carpark and lift access can be arranged
- Possibility to propose to share the space with a complimentary exhibition.

HIRE FEES

There is no fee to hire this space. However a commission of 10% is charged when exhibited works are sold.

HIRER APPLICATION & ASSESSMENT PROCESS

Applications are open and welcome year-round for hire of the Foyer Exhibition Space, for hire to artists, individuals, community groups and cultural organisations to hold a diverse range of art and material cultural exhibitions by Willoughby residents, about Willoughby or of interest to the general public of Willoughby. Artists who live in the City of Willoughby and Willoughby community and cultural groups are strongly encouraged to apply.

Applicants are;

- To use the online application form. A hardcopy application form is available on request for artists without computer access.
- Are encouraged to discuss their proposal with the Visual Arts team prior to submitting the application form.
- Exhibitions are for a two to five week period, depending on availability.
- To be a person over the age of 18 who would be responsible for the conditions outlined in the Hire Agreement Terms.
- The applicant is encouraged to use the attached Foyer Exhibition Space Floor Plan to draft their proposed exhibition and to endeavour to use both the cabinets and wall. The Visual Arts team may add another complementary display if not all the space is used.
- The applicant will be informed in writing within two months of the outcome. All decisions are final.

The application will be considered by the Community, Culture and Leisure Unit against the selection criteria and the applicant will be informed of the decision in writing.

EXHIBITION POLICY

This document outlines Council's curatorial intent for contemporary visual art exhibitions held at the space. Exhibition applications must address the policy and criteria outlined below.

Foyer Exhibition Space Exhibition Policy Objectives

- The applicant must reside in the City of Willoughby or be an organisation or group based in Willoughby OR the exhibition/display should be about Willoughby or considered to be relevant to the Willoughby community.
- To provide clear guidelines for artists, curators, arts groups and organisations to contribute to an innovative and diverse annual exhibition program at Foyer Exhibition Space.
- To ensure exhibitions are of a high quality and presented in a professional manner in accordance with the selection criteria, exhibition guidelines and conditions of use.
- To support and promote artists, arts groups and curators who are working across a range of media and are able to contribute to the unique cultural identity of the visual arts in the Northern Sydney Region.
- To provide opportunities for the Willoughby community and its visitors to engage with contemporary visual art and relevant material culture in the Northern Sydney Region.

Policy Statement:

Council will undertake to:

- Provide a varied exhibition program that balances local with visiting artists and arts groups and creates interest for residents and visitors, as well as a range of subject matters and disciplines.
- Receive proposals for exhibitions that aim to explore and communicate the diversity of contemporary visual art, are original in concept, of high presentation quality and contribute to the cultural identity of the Northern Sydney Region.
- Support and promote artists, arts organisations and community groups who are working across a range of media.

Willoughby City Council reserves the right to refuse a proposal or an exhibit considered inappropriate for viewing by the wide range of visitors to the space.

It is not possible to change the exhibition concept or proposal once the application has been selected for exhibition.

SELECTION CRITERIA

In addition to addressing the above Policy, applications must include:

- **A sound curatorial proposal** providing a clear description of the exhibition concept, a physical description of the exhibition, the proposed outcomes and its relevance to contemporary visual arts, craft or design practice and/or the Willoughby community.
- **A proposed exhibition plan**, including use of the art space, walls, plinths or special display requirements. You must also demonstrate an understanding of exhibition installation.
- **A current CV or artist biography** outlining exhibition history, publications and any relevant education qualifications. One CV per exhibiting artist.
- **For a solo exhibition** up to 10 images of past and proposed artworks. Images are to be in JPEG format only and sized between 500KB and 1MB per image.

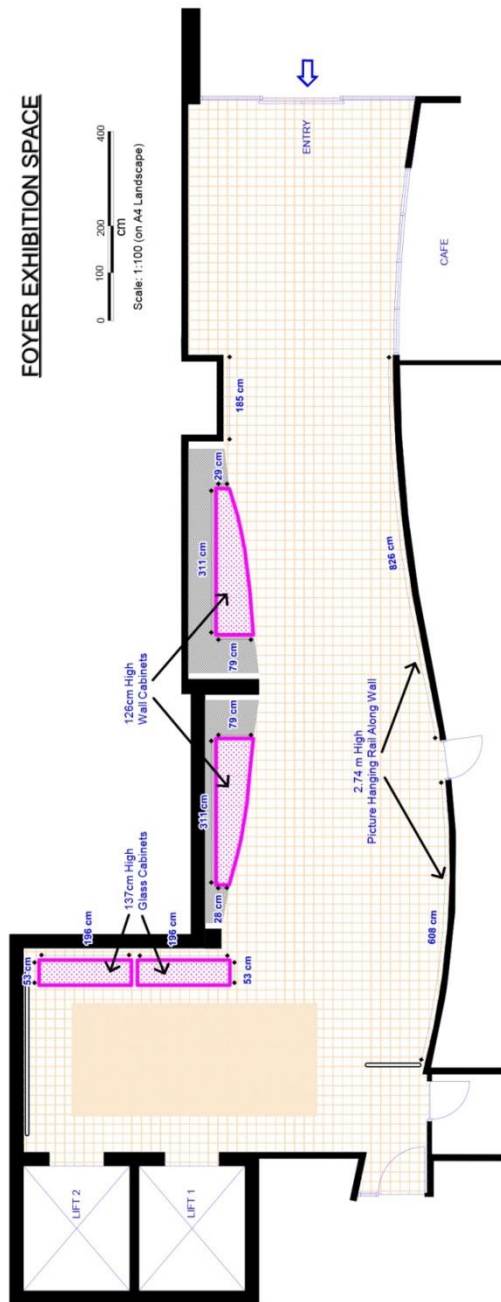
For a group exhibition up to 20 images of past and proposed artworks and formatted and sized as above.

- An image list detailing; artist, artwork title, year and medium.
- Online links to video artworks, if proposing an exhibition with predominantly this media.
- Preferred months for exhibition. Check with the Curator prior to nominating dates. Exhibitions are two to five weeks in duration, depending on availability.

Further considerations which may impact on the assessment of an application are:

- How the proposal contributes to the overall exhibition program at Foyer Exhibition Space.
- The capacity to meet all requirements in this document and the Hire Agreement Terms (i.e. insurance, installation, standard of catalogues and other printed materials).

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.

HIRE AGREEMENT TERMS

Hire Period

The Foyer Exhibition Space is available to hire for two to five weeks only, depending on availability. This includes one day for installation and one day for de-installation. The installation/ de-installation must take place within the hours of 9am – 5pm and cannot occur outside these times.

Exhibitions and displays can occur throughout the calendar year, from January to December. Council uses the space for several annual events and therefore the space is unavailable to the public at specific times throughout the year. Please check with the Visual Arts team for these dates and times.

The Foyer Exhibition Space is open during Council's business hours from

**Monday to Friday, 8.30am – 5pm.
Closed on weekends and all public holidays.**

Hire Fees

The Foyer Exhibition Space is available **free of charge** for hire to community groups, cultural organisations, artists and individuals to hold a diverse range of exhibitions and displays. However a commission of 10% is charged when exhibited works are sold.

The Hire period includes:

- Access to the space to install and de-install the exhibition
- Use of the hanging system and lighting system
- Use of ladders and trolley
- Use of one plinth
- Listing in Diary Dates on Council's website
- Listing on Foyer Exhibition Space calendar on Council's website
- Possible inclusion in Council's *What's on in Willoughby* fortnightly e-newsletter
- Dissemination of your exhibition details via Council's monthly Visual Arts e-invitation
- Daily cleaning of floor and exterior of glass cabinets
- Advice from the Curator & Visual Arts Coordinator as appropriate

The Hire fee does NOT include the following which must be provided by the Hirer:

- Exhibition staff to install, mind or de-install exhibition
- Insurance of artworks or public liability insurance
- Security, in addition to that provided by Council to check the building
- Advertising of exhibition other than Council's online Diary Dates and Foyer Exhibition Space calendar
- Invitations, catalogues and other promotional material

- Cleaning of exhibition space after de-installation. (This must be done by the Hirer)
- Provision of microphones or PA
- Use of phones, computer, photocopier, postage, Wi-Fi or internet access etc.

Confirmation of Hire

A written confirmation will be forwarded to the successful applicant. The confirmation will outline the agreed use of the Foyer Exhibition Space by the Hirer including start and end dates, duration of exhibition, and access.

The Hire Agreement Form can only be signed by a person aged 18 years and over.

Right of Refusal

Refusal for exhibitions include but are not limited to:

1. Availability of space at requested time.
2. Political campaign materials of a partisan nature urging people to vote for or against a person or issue.
3. Advertising designed for individual or commercial profit or gain.

In line with all Council venues, the Foyer Exhibition Space maintains a policy of equal opportunity. Exhibitions are programmed on a non-discriminatory basis with regards to gender, race and age. Use of the space for certain exhibits does not constitute an endorsement of the organisation by Willoughby City Council.

Council reserves the right to refuse any application or cancel any booking for use of Foyer Exhibition Space where the responsible Council officer believes such booking to be contrary to the public interest. Disputes may be referred to the General Manager whose decision shall be final. Council will not be liable for any form of compensation.

CANCELLATION

Cancellation by Hirer

Any alterations to the Agreement must be made in writing to the Visual Arts team. To cancel an exhibition, a minimum of 10 weeks must be given in writing (or emailed) from the Hirer or the Visual Arts team. Verbal cancellations will not be accepted.

Termination for Breach

If at any time the Hirer is in breach of a material term of this Agreement, Council may in its own absolute discretion, cancel the hire of the venue by giving written notice of such cancellation to the Hirer.

Force Majeure

If either party to the agreement is rendered unable wholly or in part to carry out their obligations under this Agreement, both parties will utilise reasonable endeavours to mitigate the effects of a Force Majeure event. Subject to availability of the Venue, an event may be rescheduled at the discretion of Council. Costs associated with any form of relief granted under a force majeure event shall be borne by the Hirer.

(A "Force Majeure" event may refer to an act of God, a strike, a lockout, an act of public enemy, civil commotion, war, blockage, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint, or any form of Governmental intervention and any other cause which is not within the control of the party alleging it).

EXHIBITION GUIDELINES

The objective of these Guidelines is to;

- Ensure that the Hirer presents their exhibition in a professional manner.
- Provide a quality visitor experience.
- Retain a consistent branding and marketing message for the Foyer Exhibition Space across the twelve month program.

Promotional Material

- The Hirer is responsible for the promotion of the exhibition (such as media releases and advertisements) and any printed materials such as invitations, posters, flyers etc. These must be provided to the Visual Arts team for approval at least eight weeks prior to release to ensure that they meet the Guidelines. Changes to material may be requested by Council's Communications team.
- The Visual Arts team will list the exhibition on Council's Visual Art webpages, Diary Dates and *What's On in Willoughby* newsletter. The Hirer must provide a final artist statement, images, image captions and opening and event details at least eight weeks prior to the exhibition.
- The Hirer must ensure that Willoughby City Council is properly acknowledged and listed on all printed material associated with the exhibition, including programs, invites, flyers, advertising material, posters, etc. The appropriate acknowledgement is:

Willoughby City Council is gratefully acknowledged for the provision of the Foyer Exhibition Space.

This should be placed at the bottom of the page on the invitations and media release. The Council logo is not to be used.

- Council requires two copies of invitations, poster, catalogue or other collateral for archival purposes.
- All costs including design, production, dissemination and postage associated with producing invitations is the Hirer's responsibility.

Wall labels, price lists and catalogues

- If the Hirer is producing a catalogue, this must be provided to the Visual Arts team for approval at least two weeks before printing.
- The Hirer must NOT include the Willoughby City Council logo on their room sheet or catalogue.
- The Hirer must use small amounts of Blu Tack only to attach labels, text panels and exhibition information on walls. Removable vinyl lettering for labels or exhibition titles is acceptable.
- A catalogue or room sheet with prices, title of works and dimensions must be available to the public. Alternately this information can be presented on wall panels.

Delivery & Collection of work

The Hirer is responsible for all costs associated with transporting work to and from Foyer Exhibition Space, including transit insurance.

Installation and de-installation

- Installation and de-installation must occur on the allocated weekday between 9.00am – 5.00pm.
- Council staff may be available to provide advice on installation of artworks, particularly if such installation may damage the space and/or its equipment. Council staff will not install or de-install the exhibition for the Hirer.
- Any special requirements for the installation process must be detailed in the application form and approved by Council. Alternately, if an installation process or feature becomes apparent during the creation of their exhibition, the Hirer must promptly discuss this with the Visual Arts team, for approval.
- All Work Health and Safety standards must be observed during all aspects of the exhibition period. Hirers will be given an induction of the site and will be provided with a Risk Assessment Safe Work Method Statement (SWMS). The Hirer must comply with the SWMS and is then responsible to induct all people who work with them on site. No component of installing at Foyer Exhibition Space can commence until this induction has taken place (including the unloading of artworks from their vehicle).
- Council is not responsible for any artworks, equipment or materials left behind after an exhibition and reserve the right to dispose of all artworks, equipment and materials immediately.
- Foyer Exhibition Space walls should not be penetrated in any way. Use of nails, tacks and double-sided tape is prohibited. NO adhesives such as mounting squares/ sticky tape/ glue are to be applied to the glass or walls or the hanging wires of the Exhibition Space. Blu Tack is allowable on walls, but not provided by Council. The space is equipped with a professional hanging system, requiring 2D works to have suitable 'D' rings attached.
- Foyer Exhibition Space cabinets can be penetrated in the fabric walls with pins only, pinned through and across the grain of the fabric, not tacked in or pressed in. Use of nails, tacks, double-sided tape or adhesives is prohibited.
- When de-installing, exhibitors are requested to ensure that any pins or Blu Tack etc are completely removed and the display cabinets and walls are cleaned and left in good condition.
- The Hirer should advise of how many hanging wires and hooks they require, so more can be provided if available. Hanging wires are not to be cut.
- Basic equipment is provided (brackets for shelving, hanging wires and hooks, cleaning materials, trolley and a ladder) and is not to be removed from the space unless prior consent has been given by the Visual Arts team. Trestle tables can be arranged in advance.
- Hirers are responsible for their own artwork and equipment. Council will not accept responsibility for loss or damage of exhibitor's artwork or equipment.
- All artworks and/or display materials should be removed from the Foyer Exhibition Space at the close of the exhibition unless prior written arrangements have been made with the Visual Arts team. If prior written arrangements are not made, Council reserves the right to dispose of materials.
- Lights must NOT be moved from their position in the hanging tracks by the Hirer. Please consult with the Visual Arts team if any lights need to be repositioned.
- The Hirer is to notify the Visual Arts team immediately if a light globe needs replacing.

Storage

Council is unable to provide any storage facilities. The Hirer must clear all their belongings at the end of the hire period, and anything left will be disposed of.

Keys and Access

- The Hirer will be given a set of keys for install and de-install, which are to be returned to Council at the end of these two stages. Only the Hirer can receive the keys at any stage.
- Keys to the cabinets are available from the Visual Arts team. Pick up times should be arranged with the Visual Arts team.
- If exhibitors wish to access cabinets or modify displays during exhibition, this should be arranged with the Visual Arts team.
- Keys and equipment boxes should be returned to the Visual Arts team after installation of exhibit or to Reception at Level 4 of the Council Building.
- It is not necessary for an exhibition in the Foyer Exhibition Space to be supervised during the day. Council's security office is located next to the Foyer, however artists exhibit at their own risk.

SAFETY & INSURANCE

Prohibited activities

The Hirer will not use the Foyer Exhibition Space for any of the following activities unless authorised elsewhere in this agreement:

- The erection or use of mechanical or structural amusement devices.
- Any activity which may pollute the environment or be contrary to State or Federal regulations.
- The holding of any fireworks display or the ignition of fireworks, or bringing onto the site; explosives, fuel or flammable liquid or substance, ammunitions, firearms or weapons of any kind without express prior written consent of the Council.
- Any unlawful activity.
- Sub-letting the facility.

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.

Risk assessment

In accordance with Council's Work Health and Safety Policy, the Visual Arts team will induct the Hirer into the site and the Hirer is required to comply with a Safe Work Method Statement risk assessment. The Hirer is then responsible to induct all people working with them to also follow the safety procedures outlined in the SWMS. The Hirer is required to notify the Visual Arts team of any install or exhibition processes that will need to be risk assessed prior to install. The Hirer must have a mobile phone during the install and de-install.

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 Foyer Exhibition Space.

This indemnity includes:

- Claims arising from any personal injury (including death), loss of value, loss of amenity or damage to property, and any costs or expenses arising therefrom.
- Transit insurance for the artworks, insurance for loss or damage of artworks.
- Public Liability for the Hirer or visitors to the space or any equipment provided by Council or brought by the Hirer into the space.
- The Indemnity shall be reduced proportionately to the extent that such claim is caused, or contributed to by the negligence of the Council.

Public Liability Insurance Policy

The Hirer shall keep in force during the hire period, 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 current Certificate of Currency must be produced to Council before the final invoice is paid. The exhibition cannot open without this.

Damage to Facility

The Hirer shall not damage or cause to be damaged to any portion of the facility including buildings, the lift, furniture, fittings, grounds and landscaping. The Hirer hereby 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 is to be reported to Council no later than the next working day. If the damage is not satisfactorily rectified, the Hirer may face charges to restore any damage or replace any lost items.

Security

- If the building is broken into after-hours the security firm will make provision to temporarily secure the building and will inform Council. The Visual Arts team will inform the Hirer at the commencement of the next business day.
- 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 to or theft of Hirer's artworks or belongings should a break-in occur.
- The Foyer Exhibition Space is not a supervised area, however there is a CCTV in the Foyer.

If there are any access or security issues with the building during the Opening and outside office hours ring 9777 1000 and follow the prompts.

Emergencies

The Hirer shall follow the reasonable direction of a designated Council officer when there is an emergency situation or to prevent an accident. Where no Council officer is present, the Hirer shall undertake responsibility to respond to an emergency by clearing the Facility, contacting emergency services and minimising the hazard as appropriate and where safe to do so.

Sales

- The Hirer is responsible for managing all sales.
- Exhibitors are requested to provide a room sheet with contact information for sales and enquiries. Each work for sale should be labelled with title, artist, medium, size, and price.

- It is advised that sold works must remain on display in the Foyer Exhibition Space for the duration of the exhibition and may be collected at the close of the exhibition when full payment is received.
- When exhibitors choose to sell their works, a 10% commission is payable to Willoughby City Council. At the close of the exhibition, a statement of sales must be issued to the Visual Arts team, with the payment of 10% commission of the total sales. Council will issue a Tax Invoice for the commission. Remember to take into account the 10% commission when setting prices.
- No cash is to be kept on the premises.
- An EFTPOS machine is not available.

GENERAL CONDITIONS OF USE

Toilets

Male, female and accessible toilets are located in the Foyer space to the right of the lifts on Ground level.

Parking & Loading Zones

If pre-arranged with the Visual Arts team, short term parking can be made available under the building in Council's secured car space levels. This is available to the Hirer for the purposes of installing and de-installing the exhibition only. The Hirer should request this booking with the Visual Arts team providing two weeks notice.

Parking is also available at the Mandarin Centre and Westfield Chatswood shopping centre. Check the relevant websites for parking fees.

Children

Children must be supervised within the Foyer Exhibition Space at all times.

Animals

No pets, animals or birds are allowed in Council Venues/ Facilities without written permission from Council. Registered guide dogs are exempt.

Cleaning

The space will be given to the Hirer in a clean condition. Council provides daily cleaning of the Foyer space during the hire period. The Hirer must keep all areas tidy, clean and to a professional standard at all times.

Rubbish

The Hirer is to remove all rubbish after installing and dismantling the exhibition. Rubbish can be placed in the designated Willoughby City Council bins in the carpark. Hirers are to comply with Council's recycling practices.

No Smoking Policy

Smoking is prohibited in the Foyer Exhibition Space and within 10 metres of Council's building, on 31 Victor Street, Chatswood 2067. This policy also applies to Council car parks.