

LATITUDE 53

EXHIBITION AGREEMENT

This Exhibition Agreement is between Latitude 53 Society of Artists
(hereafter referred to as the "Gallery" or "Latitude 53")

-and-

Artist
Address
Email

(hereafter referred to as the "Artist")

The Artist and the Gallery hereby agree as follows:

The Gallery will present an exhibition by the Artist consisting of Artwork agreed upon by the Gallery and Artist, listed in Schedule A. The exhibition will take place **Dates**.

1. EXHIBITION AND FEES

1.1. The Gallery agrees to pay the Artist the following fees:

- Exhibition fee \$
- Engagement fee \$

TOTAL \$

1.2. The Artist will be paid the Exhibition fee within 2 weeks of the exhibition start date via e-transfer () or cheque (). (Please indicate preference with an x.)

1.3. The Artist can request an advance payment of 50% of the Exhibition fee anytime within 60 days before the exhibition start date. This request must be submitted in writing to director@latitude53.org, and will be paid within 2 weeks of receiving the request.

1.4. The Artist understands that the Gallery is required to issue T4A slips at the end of the calendar year for fees paid to the Artist and requires the Artist's Legal Name and Social Insurance Number for this purpose. This information will be used for T4A slip purposes only.

Artist Legal Name:

Social Insurance Number (SIN):

- 1.5. The Artwork will be displayed in the Gallery. Artwork may also be displayed outside the Gallery as agreed between the Gallery and the Artist.
- 1.6. The Gallery will host a reception for the exhibition. This reception is scheduled for: **Date and Time.**
- 1.7. The Gallery will coordinate an artist talk or engagement activity to further contextualize the exhibition. This talk or engagement activity is scheduled for: **Date and Time.**
- 1.8. Production of the Artwork is the sole responsibility of the Artist. The responsibility for framing, if applicable, belongs to the Artist, unless otherwise agreed upon.
- 1.9. The Gallery will write a Letter of Support for the Artist to apply for external funding for production. Requests for a Letter of Support should be submitted to program@latitude53.org at least 2 weeks before the date the letter is required.

2. SHIPPING & TRANSPORT

- 2.1. The Artist will arrange to have the Artwork delivered to the Gallery on or before **Delivery Date.**
- 2.2. Packing, crating and delivery of the Artwork to the Gallery is the responsibility of the Artist. Packing and arranging for the return of the Artworks to the Artist at the end of the exhibition is the responsibility of the Gallery.
- 2.3. The Gallery will cover shipping and transport costs up to \$500 (five hundred Canadian dollars), unless otherwise agreed upon.
- 2.4. The Gallery will return the Artworks to the Artist within thirty (30) days of exhibition closing date.

3. INSTALLATION

- 3.1. The Gallery will make the equipment listed on **Schedule B: Equipment** available to the artist for the duration of the exhibition.
- 3.2. The Artist is responsible for informing the Gallery of any special requirements for installation (additional equipment needed, wall colour, specialized technicians including carpenters, electrician, audio/visual technicians, etc) at least four (4) weeks in advance of the first day of exhibition.
- 3.3. Exhibition layout and installation will be made by mutual agreement between the Artist and the Gallery.

- 3.4. The Gallery will have at least one staff member to install the exhibition with the Artist. The Gallery will endeavour to provide additional volunteers or staff, as needed.
- 3.5. If the Artist is not physically present or available via video chat for installation, the Artist should supply the Gallery with detailed sketches, photographs or instructions at least two (2) weeks prior to installation.
- 3.6. The Gallery may present other events in the Gallery during the exhibition, including lectures, workshops and third party events. The Gallery will take all precautions to protect the Artwork during these events, which may include temporarily removing them from the exhibition space if they are at risk.

4. PROMOTION

- 4.1. The Gallery requires the following material to prepare press releases and other publicity material. This material will be submitted by the Artist by **Date**:
 - Artist Biography and Artist Bio Image with photo credit
 - Artist Statement specific to the exhibition (approximately 250 words)
 - Two high-resolution images (JPEG preferred, 300 dpi)
- 4.2. The Gallery will promote the exhibition in all its regular publications and through distribution of a press release to the Gallery's media list.
- 4.3. The Gallery will create and distribute digital and/or printed invitations for the exhibition to Gallery members and to the public.
- 4.4. The Artist has the right to request to see the press release and invitations before they are sent, and this request should be submitted in writing to program@latitude53.org and communications@latitude53.org.
- 4.5. The Gallery may arrange media interviews and opportunities and the Artist is requested to be available for media comments, questions and interviews, either in person or on phone.
- 4.6. Translation services, as required, are the responsibility of the Gallery.
- 4.7. Photography and documentation of the exhibition will be done by Gallery staff. If there are any parts of the exhibition the Artist does not want documented or shared online, this must be submitted in writing before the beginning of the exhibition to program@latitude53.org.

- 4.8. Documentation images will be shared with the Artist upon request. The Artist has the right to use these images on their website, social media and for other promotional purposes. All images should be credited as 'Courtesy of Latitude 53.'
- 4.9. Any additional exhibition documentation requested (i.e. hiring a third party photographer or videographer) will be the responsibility of the Artist.

5. INSURANCE

- 5.1. The Artwork will be covered by the Gallery's insurance policy while at the Gallery and during transit between the Artist and the Gallery. In order to have the insurance coverage in effect, the Artist must provide the Gallery with a list of insurance values based on current market values for the Artwork, as outlined in **Schedule A**. In the unlikely event of a claim, a third party appraiser may appraise the work.

6. AMENDMENTS/CANCELLATIONS

- 6.1. Cancellation of the exhibition or substantial change to the proposed exhibition or substantial change to this agreement may be made by either the Artist or the Gallery up to three (3) months prior to the opening date of the exhibition, subject to the agreement of both the Artist and Gallery.
- 6.2. All amendments and modifications to this agreement will be with the written consent of both the Artist and the Gallery.
- 6.3. All commitments undertaken by Latitude 53 are contingent on funding. The Gallery will immediately contact the Artist if funding cuts make it necessary to change or cancel the terms of this agreement.
- 6.4. In the unlikely event that the Gallery cancels the exhibition, it will pay the Artist according to the following schedule:

More than 90 days notice - 15% of exhibition fee

90 to 61 days notice - 25% of exhibition fee

60 to 30 days notice - 50% of exhibition fee

Less than 30 days notice - the full exhibition fee

7. CODE OF CONDUCT

- 7.1. As a publicly funded organization, Latitude 53 is committed to a safe, harassment-free environment, and the appropriate conduct of its staff, volunteers, artists and presenters.
- 7.2. The Artist and Gallery agree to treat staff, artists and volunteers with dignity, respect, courtesy and fairness during the production of programs, events, and exhibitions. The Gallery will deem breach of these principles as appropriate circumstances for the cancellation of the exhibition and any associated agreements, at any time without prejudice or penalty.

8. INDEMNIFICATION

- 8.1. Artist will at all times indemnify and hold harmless the Gallery, and its directors, officers, members, agents, employees, successors, licensees and assigns, from and against any and all claims, damages, actions, causes of action, expenses, costs (including reasonable outside attorney fees) and all liabilities, whatsoever and howsoever arising by reason of the exercise of any rights granted herein or by reason of any breach by Artist of any of its representations, warranties, covenants, agreements or other provisions herein contained, or as otherwise directly or indirectly caused by Artist through Artist's negligence or otherwise.

9. DISPUTE

- 9.1. This Agreement shall be governed by the laws of the Province of Alberta. Any dispute (other than the validity of the agreement) shall be resolved conclusively by an arbitrator to be nominated by the Gallery and acceptable to the Artist. In the case of deadlock in the appointment of an arbitrator either party may apply to a Judge of the Court of Queen's Bench.

IN WITNESS WHEREOF the parties have duly executed this agreement.

Adam Waldron-Blain

Program Manager, Latitude 53 Society of Artists

Artist Name, Artist

Date

Date

SCHEDULE A: ARTWORKS

To be completed before the opening of the exhibition

Title	Year	Medium (please note if framed)	Dimensions	Condition (note any scratches, cracks in framing, etc)	Insurance Value

SCHEDULE B: EQUIPMENT LIST

LAST UPDATED: AUGUST 2021

- + Two short throw HD projectors, BenQ 2150ST
- + One long-throw HD projector, BenQ HT1075
- + Three ceiling mounts for projectors
- + Two Yorkville 5-inch studio monitor speakers
- + Four Samsung LED TVs with wall mounts
- + Three WDTV media players, required cabling
- + One Mac Mini computer
- + Various screws, nails, and other hardware for hanging
- + Toolkit for installation including hammers, drill, levels, jigsaw and mitre saw
- + PAR 20 & PAR 30 lights
- + Plinths of varying sizes, dimensions available upon request
- + Additional equipment for install may be available for specific requirements based on the installation budget.

The Gallery asks that the Artist provide a list of Equipment needed from the Equipment list one week in advance of the beginning of installation.

SCHEDULE C: ADDITIONAL ARTIST AND EXHIBITION CONSIDERATIONS

Category	Amount	Notes
Writer Fee	\$500	The Gallery will pay this fee to commission an exhibition text by a writer, mutually agreed upon by the Artist and the Gallery
Lecture Fee	\$325	The Gallery will pay this fee to the writer, curator, artist or other individual for participation in a conversation during the Artist Engagement, mutually agreed upon by the Artist and the Gallery.
Installation Budget	\$500-1,000	<p>The Gallery will contribute up to \$1,000 towards the installation of the exhibition, including vinyl signage, paint, plinths, and the rental of equipment not on the equipment list.</p> <p>The installation budget will depend on the scope of the project and availability of funds, agreed upon in advance.</p>
Publication	\$2,000	Where funds allow, the Gallery will contribute up to \$2,000 to produce a catalogue for the exhibition. This is generally divided into \$1,000 for design and \$1,000 for printing.