

CONTRACT

FOR ARTISTS PARTICIPATING IN THE 1982 SYDNEY BIENNALE

1 . Between (name/s of artist/s: hereafter called "the artist") . .

and The Biennale of Sydney Ltd. (hereafter called "the Biennale").

- 2.(a) The Artist agrees to exhibit the following work/s (owned by the Artist² or participate in the Biennale of Sydney in the following manner: (description)
.....

(b) Value of work/s exhibited

3. Conditions

(a) *Representation:* the Artist will be represented in the exhibition on an equitable basis. While the nature of work in the exhibition may vary widely, the Biennale agrees that no work will be discriminated against by its manner of presentation.

(b) *Costs:* the Biennale will meet the cost of transporting the agreed work to the exhibition, installing the work in the exhibition and transporting the work back to the place where it is normally located or such other place as may be agreed.

The Biennale will meet the cost of hire of equipment that may be necessary for the exhibition of the work.

(b) *Fees:* the Artist will receive fees for representation equal to other artists in the exhibition,

(specify) to be paid no later than (date)

4. Insurance

(a) From the time the work leaves the custody of the Artist until the work is returned thereto, the Biennale shall maintain proper insurance or indemnification against loss, theft, damage or destruction.

(b) If a work which was lost or stolen is recovered it shall be returned to the Artist, who shall forthwith refund to the Biennale any compensation previously paid in respect of the said work.

(c) If a work is damaged (including damage beyond repair), and compensation paid to the Artist (see 4(a) above), the Artist shall retain ownership of the work in its damaged state.

5. **Maintenance:** The Biennale accepts responsibility for maintaining the work and in the event of any deterioration or damage to the work the Artist shall be consulted and given the opportunity to effect the necessary repairs and be reimbursed for the costs incurred. If a work is constructed of non-durable materials, or if change

or decay are in any way the essence of the work, the Biennale shall not be obliged to attempt to prevent any deterioration or make good any damage to the work which is attributable to that fact.

6. **Alteration, Modification, Destruction:** The Biennale agrees not intentionally to alter, modify or destroy the work, or do any other thing which would compromise the integrity of the work, or permit anyone else to do so.

7. **Ownership of Material:** Any materials which contribute to the creation of the work, or drawings, diagrams, manuscripts, etc., copies of materials and/or slides, video-tapes, audio tapes, photographs etc., may be retained by the Biennale only with the written consent of the Artist.

8. **Ownership and Copyright:**

(a) The Artist retains the rights of ownership and the copyright in the work exhibited and without the Artist's prior consent the Biennale shall not use the work or allow the work to be used for any purpose other than the exhibition and reproduction in the catalogue, except for the purposes of critical review and publicity for the duration of the exhibition.

(b) If the Artist is not the owner of copyright in respect of any work which is the subject of this contract, or if use of such work is subject to any other legal restriction, the Artist warrants that, before signing this contract, the Artist has obtained all necessary agreements.

9. **Refusal:** The Artist and the Biennale agree that in the event of the Biennale refusing to exhibit any work or any part of the work by the Artist referred to in this contract, that the Artist will receive full compensation in terms of costs (3(b) above) and fees (3(c) above) on the same basis as if the whole work is exhibited.

10. **Withdrawal:** The Artist and the Biennale agree that the Artist retains the right to withdraw the work from the exhibition without incurring financial or other liabilities in relation to costs already received (3(b) above) or any other matter. In this circumstance the Artist shall not be entitled to fees (3(c) above).

11. **Attribution:** The Biennale shall at all times attribute authorship of work and acknowledge loans in an appropriate manner, unless anonymity is expressly requested.

12. **Catalogue:** The Artist shall receive without charge one copy of the catalogue.

13. **Information:** The Artist agrees to provide the following information
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..... 1 by (date):

14. **Collection of Work:** The Artist agrees to have the work ready for collection by the Biennale or its agent by (date):
.....

15. Return of Work: The Biennale agrees to return the work by (date):
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16. Disputes: Should any dispute arise concerning any matter referred to in this contract, the dispute will be referred to the arbitration of two arbitrators, one to be appointed by each party. In the event of the arbitrators disagreeing, the dispute will be referred to an umpire selected by the arbitrators. No action or suit will be brought or maintained by either party against the other party until an award has first been obtained from the arbitrators or umpire.

17. Sole Contractual Agreement: This agreement contains the whole understanding of the parties hereto, supersedes any prior agreement, and any modification or termination of this agreement (except as provided for in clause 9 and 10 above) must be in writing and signed by the Artist and the Biennale.

Signed Date

Signed Date .

Notes:

1 For the purpose of this contract 'the Artist's shall be understood to apply to those artists represented in the exhibition as Australian artists.

2. If the Artist is not the owner of the work exhibited, the Artist should use the contract specified for that circumstance.

M - an Artist using this contract should retain a duplicate copy signed by both parties.

This contract supercedes the previous draft published in Art Network No. 5, 1982

Prepared by the Artworkers Union (NSW) P 0, Box A509, Sydney South 2000)

Source: Artworkers Union files, 1982