

Oceanside Community Arts Council ("OCAC")

133 McMillan Street, Parksville, B.C. V9P 2H5

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Application and Terms and Conditions to join Members' Gallery Roster of Exhibiting Artists

A. The Artist

Name		
Address		
Email		Website
Telephone		
Biography	Attached <input type="checkbox"/>	E-mailed to OCAC <input type="checkbox"/>
Nature of Work		
Media(um)		

B. Terms and Conditions

1. OCAC Members' Gallery

The Oceanside Community Arts Council Members' Gallery is a small art gallery located in the McMillan Arts Centre (the MAC) at 133 McMillan Street, Parksville, B.C. The Members' Gallery is open for exhibition to all members of OCAC who also hold a currently valid membership in the Members' Gallery Roster of Exhibiting Artists. This document is an application for membership in that roster.

2. Operation of Members' Gallery

OCAC appoints a coordinator of the Members' Gallery who, as the appointed agent or representative of OCAC, administers the Members' Gallery. While membership in OCAC is open to everybody and anybody whether they are artists or not, membership in the Roster of Exhibiting Artists is limited to members of OCAC who are practising artists.

3. Roster Membership

Applications for membership in the Roster of Exhibiting Artists should be submitted to the Coordinator of the Members' Gallery together with a written account of the applicant's artistic activity and experience including a statement indicating how long the applicant has been an active artist. Acceptance of a

member's application constitutes that applicant a member of the roster of artists who are entitled to exhibit their works in Members' Gallery shows. Membership in the roster will expire upon the member ceasing to be a member of OCAC.

4. Exhibition Periods

Exhibitions in the Members' Gallery are scheduled monthly. The duration of shows is one month, usually but not always, coinciding with calendar months. Actual exhibition dates will be stated in the Exhibition Schedule which will be issued for the month, and in the Notice of Selection which will be supplied to the artists who are scheduled to exhibit during that month.

5. Right to Show

In order to participate in shows as exhibiting artists, roster members should apply to the Coordinator of the Members' Gallery. The Coordinator of the Members' Gallery may also solicit roster members directly in order to ensure sufficient works for exhibition in any month.

6. Notice of Selection

When the exhibitors for a month have been selected, the Coordinator of the Members' Gallery will provide the selected artists with a written notice informing them of their selection, the dates of the show and other relevant dates including the dates for delivery of works to, and removal of works from, the MAC, and a checklist of duties and other miscellanea that are relevant to the exhibition. This written notice is referred to herein as the Notice of Selection.

7. Checklist

The artist should submit to the Members' Gallery Coordinator at least **14 DAYS** prior to the opening of the exhibition all items of information that are shown in the Exhibition Schedule for that month as being required by OCAC and/or the Coordinator.

8. Currency

All works for exhibition must have been produced no more than three (3) years prior to the date of the opening of the show in which the work is to be exhibited.

9. Frequency

Works proposed for exhibit in a Member's Gallery show must not have been shown in any exhibition in the MAC in the two (2) years prior to the opening of the Members' Gallery show in which it is proposed to exhibit the works, and must not be inappropriate for exhibition in a public gallery.

10. Inventory

Artists will be required to provide to OCAC a written inventory of the works they intend to exhibit. The inventory should be delivered to the Coordinator of the Members' Gallery within the times and otherwise as set out in the Notice of Selection.

11. Preparation of Works, Hanging and Safety

- (a) All paintings for exhibition must be ready to hang, i.e., they must be properly and securely wired using picture hanging wire. OCAC reserves the right to reject items for exhibition that OCAC considers are not ready to hang, or are not safe for display. All works must be clearly labeled on the back or underside with the artist's name, title/name of piece and retail price.
- (b) OCAC will hang and set up exhibits, and will dismantle them.

12. Transportation

- (a) Artists are responsible for delivery of works to, and removal of them from, the MAC.
- (b) Due to inadequate storage space OCAC cannot provide safe storage of works. Consequently delivery of works to, and removal of them from, the MAC must be completed **on the dates stipulated in the Notice of Selection** for delivery and removal of works.

13. Opening Reception

Opening receptions are held for exhibitions that are occurring in the MAC at the same time as a Members' Gallery show is current. Artists exhibiting in the Members' Gallery show are encouraged to attend those opening receptions. The date and time of a reception will be shown in the Notice of Selection.

14. Events in Show Galleries

From time to time meetings and other events are held in galleries in the MAC during daytime hours notwithstanding that art shows may be on exhibit in those galleries. During the hours that such events are occurring any gallery so used would not be open for public viewing of art exhibits on display in that gallery.

15. Marketing and Promotion

OCAC promotes MAC exhibitions through press releases and other means of communication in the Oceanside area. If artists wish to carry out additional advertising they should discuss the matter with the Coordinator of the Members' Gallery.

16. Sales

- (a) Items in an exhibition must be for sale.
- (b) Once an exhibition has been set up, no work is to be removed until the exhibition has ended: it is expected that sold artwork will remain in the exhibition for its duration. However, it is within OCAC's discretion to allow an item to be removed prior to the end of the exhibition.

17. Sales Commission

OCAC charges a selling commission of 30% of the gross pre-tax selling price of all works that are sold as a result of their being displayed at OCAC exhibitions. All sales through OCAC are subject to 7% Provincial Sales Tax (PST), but not to Goods and Services Tax (GST) unless the exhibiting artist collects GST. Artists who collect GST must inform OCAC of their GST numbers prior to the exhibition being set up.

18. Resident Artist Obligation

Artists who are exhibiting work in the Members' Gallery must participate as an artist in residence for at least one four hour session during the time that their work is being displayed. Artists must work on their art during this session, and must greet the public as they tour the galleries in the MAC. Artists will be given a "Resident Artist" information/guide sheet.

19. Agreement

By submitting this application to OCAC I am applying for inclusion in the Members' Gallery Roster of Exhibiting Artists.

In consideration of OCAC exhibiting my work, I, _____, agree with OCAC as follows:

(a) Contract: I acknowledge that I have read the terms and conditions set out herein; I accept those terms and conditions, and understand that all of them may apply to any exhibition I may apply for, and if I am selected to be an exhibitor in the Members' Gallery for a specified time this roster registration application and the Notice of Selection will become a contract between OCAC and me for that specified time, and I will comply with those terms and conditions.

(b) Originality and Compliance: I represent that all works submitted by me for exhibition

(i) will be my original work or replicas thereof,

(ii) will have been produced by me within the time period set out in clause 8 above, and

(iii) will comply with all applicable copyright laws, and all other laws relating to the production, display and sale of artistic works.

(c) Risk Any work that I submit for exhibition in the Members' Gallery will be submitted and exhibited at my own risk, and I understand and accept that although OCAC will take all reasonable precautions in the handling of my work, neither OCAC nor its members, officers, employees, volunteers or other agents, will be responsible for loss, damage or destruction of my work or any part or item of it from any cause, during transportation to or from the OCAC gallery, during handling or during exhibition, and I waive any cause of action I may have against OCAC, its members, officers, employees, volunteers, or other agents, that may arise from the loss, damage or destruction of my works or any of them.

(d) Information: I further agree that OCAC may use the information herein and other information concerning me received from sources related to me, concerning me as an artist and my work, including photographs and digital representations of it. With proper credit to me as an artist, OCAC may publish that information or any of it in OCAC promotional material including on OCAC's website and Facebook page and other such electronic pages that OCAC may from time to time have, for the purposes of any Members' Gallery show in which my work may be exhibited. OCAC's use of such information may commence upon the issuance of a Notice of Selection of me as an artist for an exhibition, and may continue for a reasonable time after the exhibition ends.

Artist's Signature_____

Date_____

OCAC per_____

Date_____

Disposition: Accept/Decline
