

## Application and Agreement for Exhibition in an External Venue

### A. The Artist(s)

<b>Name</b>			
<b>Address</b>			
<b>Email</b>			
<b>Telephone</b>			
<b>Type of Show?</b>	Solo Show (you are the only artist) <input type="checkbox"/> Group Show (you are part of an organized group of artists) <input type="checkbox"/> Variety Show (you are one of a number of artists – an unorganized/unstructured group of artists ) <input type="checkbox"/>		
<b>Biography attached?</b>	Attached <input type="checkbox"/>	E-mailed to above OCAC address <input type="checkbox"/>	
<b>Preferred Venue</b>	See "Venues" in Part C paragraph 1 and "Duration..." in Part C paragraph 4 before Selecting.		

### B. The Work

<b>Nature of work</b> (if necessary submit additional information on separate page.)			
<b>Media/um</b>			
<b>Proposed number of pieces</b> For relevant comments see "Number of Pieces in Part C paragraph 3.			
<b>Images</b> For requirements see "Images" in Part C paragraph 7.	Attached <input type="checkbox"/>	E-mailed to OCAC <input type="checkbox"/>	
<b>Will any items be not for sale?</b>	If so, how many?		
<b>Preferred period for exhibition:</b> See notes under "Periods for Exhibition" in Part C paragraph 4.	January to April <input type="checkbox"/> May to August <input type="checkbox"/> September to December <input type="checkbox"/>		

## **C. TERMS AND CONDITIONS**

### **1 Venues**

As well as producing exhibitions of art works in the MAC, OCAC sponsors and arranges showings of art works in venues that are external to the OCAC premises, i.e., in premises other than the MAC. Such exhibitions are herein referred to as external exhibitions or off-site exhibitions, and the places where these external exhibitions are staged are herein referred to as external venues or off-site venues.

External Venues vary from time to time ranging from restaurants to libraries, hotel lobbies and health centres and other locations frequented by the public. As of August 2015 there is one external venue, viz., the Café Adagio on Harrison Street in Parksville.

### **2. Currency**

All works for exhibition must have been produced no more than five years prior to the date of the artist's application for exhibition. An exception may be granted by OCAC in extenuating circumstances, for which purpose the artist should contact the OCAC/MAC Administrator.

### **3. Number of Pieces**

The number of pieces that an artist will be permitted to exhibit in a show will be set by the venue itself. Relevant factors include available space, type of show, i.e., whether solo or group.

### **4. Duration of Exhibition**

The duration of shows in external venues is set by the venues themselves. At the Café Adagio shows are of one month duration..

### **5. Notice of Acceptance**

Upon acceptance by OCAC and by the proposed external venue of an application for exhibition of works of art, OCAC will provide the applicant artist with a written notice of acceptance of the artist's application. The notice will also contain various items of information and a checklist of duties to be performed by the artist, and other miscellanea that are relevant to the artist's exhibition.

### **6. Checklist**

The artist should submit to OCAC at least 45 days prior to the opening of the exhibition, whatever items of information that are shown in the Notice of Acceptance as required by OCAC, such as biography, electronic images, press releases, inventory list etc.

### **7. Images**

(a) Artists must submit, preferably in electronic form, three to five images that are suitable for jurying, and that are representative of the works the artist proposes to exhibit. Images may be sent to OCAC as an e-mail attachment to [info@mcmillanartscentre.com](mailto:info@mcmillanartscentre.com), or may be printed on paper attached to the application. Electronically submitted images should be three (3) MB in size, and must be in jpeg format. If submission in electronic form is not practicable or is otherwise not possible, images may be presented by written description together with representative photographs, or by other means as may be agreed by OCAC.

(b) For shows in external venues approval or selection of each item of art for exhibition is often necessary - at the option of the venue operator - who will want the art work to be consistent – in his or her mind – with the enterprise or undertaking being carried on in the venue premises. Artists should therefore be aware, when applying for shows in external venues, of the possibility that additional works may be required to replace any of their works that had been initially presented, but are rejected.

## **8. Shipping, hanging and safety**

(a) All works must be ready to hang, i.e., they must be properly and securely wired using picture hanging wire. OCAC and the operator of the offsite venue reserve the right to reject items for exhibition that it or they consider 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) The costs of transportation to and from the offsite venue, and of insurance during transport and during hanging/set up and take down procedures, and during exhibition, are the responsibility of the artist and not of OCAC or of the operator of the offsite venue.

(c) Artists are responsible for delivery of works to, and removal of them from, the offsite venue.

(d) As will be set out in the Notice of Acceptance, artists will be required to provide to OCAC and to the offsite venue an inventory of the works they intend to exhibit. Inventory forms are included with the Notice of Acceptance for the convenience of the artist.

(e) Since OCAC does not prepare or affix display tags for shows in external venues it is the responsibility of the artist(s) to prepare and affix display tags for their works being displayed at the offsite venue. If that responsibility presents a problem for the artist(s), the artist(s) should contact the OCAC LIAISON PERSON through the OCAC/MAC administrator at (250) 248-8185.

(f) Display tags should show at least the following information: the title of the work, the medium, the price, and the name of the artist.

## **9. Marketing and Promotion**

OCAC promotes exhibitions through press releases and other means of communication in the Oceanside area. Artists may carry out additional advertising in any medium provided they acknowledge the sponsorship of OCAC in their promotional material.

## **10. Sales**

(a) Items in an exhibition should be for sale. Items that are not for sale should be kept to a minimum, specifically, not exceeding one half of the total number of exhibits. Proposed variations of this policy should be discussed with OCAC.

(b) All sales of works on display at offsite venues must be processed through the OCAC office.

## **11. Sales Commission and Sales Taxes**

.A sales commission of 30% of the gross pre-tax selling price will be charged on all works that are sold as a result of their being displayed at OCAC sponsored exhibitions at offsite venues, and will be 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 give their GST number to OCAC prior to the opening of the exhibition.

**12. Agreement**

In consideration of OCAC arranging for the exhibition of 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 will apply to the exhibition I am applying for, and if my application for an exhibition is accepted I will comply with those terms and conditions. Upon acceptance of my application by OCAC all parts of this application (Parts A, B and C) and the Notice of Acceptance will become a contract between OCAC and me.

(b) Originality: I represent that all works submitted by me will be my original work or replicas thereof that are produced by me within the time period set out in clause 2 above, and that they will comply with all applicable copyright laws, and all other laws relating to the production, display and sale of artistic works.

(c) Risk I am submitting my work for exhibition 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 place of exhibition 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 the artist, OCAC may publish that information or any of it in OCAC promotional material including on OCAC's website and Facebook page, for the purposes of the exhibition applied for herein. OCAC's use of such information may commence upon the signing of this contract, and may continue for a reasonable time after the exhibition ends.

**Artist's  
Signature**

\_\_\_\_\_ **Date** \_\_\_\_\_

**OCAC per**

\_\_\_\_\_ **Date** \_\_\_\_\_