
SEEN@SWANSEA
LOAN OF COLLECTION FOR PUBLIC EXHIBITION AGREEMENT

ABN 810 650 27868

This is an agreement dated [DATE] between

[NAME] (the Owner)

[ADDRESS]

[T:]

[M:]

[E:]

and

Lake Mac Libraries (the Exhibitor)

139 Main Road
Speers Point NSW 2284
Tel (02) 4921 0452
E: lakelibraries@lakemac.nsw.gov.au

BY WHICH THE PARTIES AGREE AS FOLLOWS:

1 THE EXHIBITION

The Owners agrees to lend the objects described in Schedule A (the Objects) to the Exhibitor for the period from Tuesday 31 August – Tuesday 2 June 2020, this includes exhibition period (Saturday 4 April 2020 – Sunday 31 May 2020) (Term) for the purpose of exhibition to be held at SEEN@Swansea exhibition space (the Library) entitled 'Collectors' (the Exhibition).

2 TRANSPORT AND INSTALLATION

- a) The Owner will be responsible for arranging and paying for the cost of packing and transport of the Objects from the Owner to the Exhibition premises and return, as well as transit insurance.
- b) The Exhibition will be installed during the SEEN opening hours, Monday – Friday 10am-3pm

3 EXHIBITION COSTS

- a) Promotion of the Exhibition using current communication channels will be arranged and paid for by the Exhibitor;
- b) The Exhibitor will arrange and pay for any additional promotion required for an associated launch event
- c) The Exhibitor will arrange and pay for food and drink for an associated launch event

4 EXHIBITOR'S DUTY OF CARE FOR OBJECTS

- a) The Exhibitor acknowledges that the Objects loaned always remains the property of the Owner
- b) The Exhibitor must:
 - i) handle the Objects with special care at all times to prevent damage or deterioration to the Objects that is not a characteristic of the Objects;
 - ii) take reasonable care to ensure that the Exhibition is properly supervised at all times when open to the public.

5 INSURANCE AND INDEMNITY

- a) The Owner acknowledges that the Exhibition is in a public space without specialised security and with human comfort climate control. Objects will be displayed in locked cases.
- b) The Owner must take out and maintain adequate insurance cover against loss, damage, theft and destruction of the Objects for the Term. The insurance must be for a sum not less than the agreed value of the Objects as listed in Schedule A. Schedule A lists any changes to this clause based on agreement with Owner.
- c) If the Objects has been lost, stolen or irreparably damaged, the Exhibitor must:
 - i) promptly notify the Owner in writing

6 MAINTENANCE AND REPAIRS

- a) The Exhibitor:
 - i) The Exhibitor must return the Objects to the Owner in the original frame or mount unless other arrangements are made between the Owner and the Exhibitor in writing.

7 RETURN OF OBJECTS

- a) The Owner agrees to remove the Objects.
- b) If the Objects has not been collected within 6 months after the cessation of the Exhibition, the Exhibitor may, after having made all reasonable efforts to locate the Owner and return the Objects:
 - i) place the Objects in storage with any warehouse company at the account and risk of the Owner;
 - ii) retain possession and charge storage fees at the rates quoted by any such warehouse company; and
 - iii) carry insurance of the Objects at the Owner's cost.
- c) If the Objects has not been collected within 1 year after the cessation of the Exhibition, the Exhibitor may, after having made all reasonable efforts to locate the Owner and return the Objects, exercise a right of sale over the uncollected Objects and apply any sale monies to the storage and insurance charges payable by the Owner under clause 10.(b). Any balance owing will be placed in a trust account and be recoverable by the Owner as a debt.

8 COPYRIGHT

- a) The Exhibitor may reproduce the Objects or any part of the Objects only in consultation with the Owner and, unless the parties have agreed otherwise in writing, for the sole purposes of:
 - i) publicity (including print and web-based media) and critical review;
 - ii) creating a non-commercial archive, non-lending reference and database of the Exhibition.
- b) The Owner warrants that the Owner is the owner of all copyright in the Objects or has obtained all necessary permissions to permit the uses of the Objects under this agreement.

9 MORAL RIGHTS

- a) The Exhibitor must appropriately identify the Owner in all publicity of the Exhibition, catalogues and any authorised reproduction of the Objects as the creator of the Objects as set out in Schedule A
- b) The Exhibitor must consult with the Owner and use the Exhibitor's best endeavours to ensure that the Objects is displayed in a manner that is fair, accessible to the public and does not infringe the Owner's right of integrity of authorship in the Objects.
- c) The Exhibitor must not alter, modify, destroy or do anything that would compromise the integrity of the Objects or permit anyone else to do so while the Objects is in the Exhibitor's care.

10 WITHDRAWAL OF THE OBJECTS

- a) The Owner may, without liability, withdraw the Objects from the Exhibition either before or during the Exhibition. If the Owner withdraws the Objects from the Exhibition, the Owner must collect the Objects
- b) The Exhibitor may withdraw the Objects from the Exhibition. If the Exhibitor withdraws the Objects, the Exhibitor must provide reasons for the withdrawal.

11 DISPUTES

- a) If a dispute or disagreement (Dispute) arises between the parties in connection with this agreement:
 - i) either party must notify the other party in writing about the Dispute; and
 - ii) each party must refrain from starting any litigation or arbitration in relation to the Dispute until the parties have complied with this clause.
- b) The parties should meet within 14 calendar days after receipt of the notice of dispute and hold good faith discussions to attempt to resolve the Dispute.
- c) If the Dispute is not resolved within 28 calendar days after receipt of the notice of dispute, the parties agree to submit the dispute to mediation.
- d) If the parties are not able to agree to a mediator or mediation process within 35 calendar days after receipt of the notice of dispute, the parties must submit the Dispute to mediation according to the Arts Law Centre Mediation guidelines current at that time (Guidelines).
- e) If the parties are unable to resolve the Dispute within 7 calendar days of commencing mediation or such later time as may be agreed during the mediation, either party may refer the matter to arbitration or commence litigation.
- f) The parties must continue to perform their respective obligations under this agreement despite the existence of a Dispute.

12 GENERAL PROVISIONS

- a) The parties acknowledge that the Owner is an independent contractor and that nothing in this agreement creates any relationship of partnership or employment between the parties.
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- b) A notice required to be given under this agreement may be delivered by hand, or sent by pre-paid post or email to the address of the party indicated at the top of this agreement. Notices are taken to have been served when received, or within 2 business days of having been sent, whichever occurs first.
- c) Neither party may assign, subcontract, novate or otherwise divest this agreement or any of the rights or obligations under this agreement without the other party's prior written consent. This consent must not be unreasonably withheld.
- d) Subject to clause 17.(f), this agreement is the entire agreement between the parties regarding its subject matter. Any previous understanding, agreement, representation or warranty relating to this subject matter is replaced by this agreement and has no further effect.
- e) Nothing in this agreement transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.
- f) This agreement may only be modified by a written amendment signed by the parties.
- g) Invalidity of any clause of this agreement will not affect the validity of any other clause except to the extent made necessary by the invalidity.
- h) This agreement is governed by the law in force in New South Wales. The parties submit to the jurisdiction of the courts of that State and any court competent to hear appeals from those courts.

SIGNED BY THE OWNER:

Print NAME

DATE

SIGNED FOR AND BEHALF OF THE EXHIBITOR:

Print NAME

DATE

Schedule A: The Objects/s

Owner of the Objectss	
Is the Owner the Owner of the Objects?	YES NO (circle appropriate response)
If not, please enter the Owner's name.	

Transport of the Objectss	
Pickup address & contact number	Owner is responsible for delivery
Return delivery address and contact number	Owner is responsible for pick up/return

Insurance

SUBJECT OF LOAN 1

#	Object	Image	Value