

Agenda



ORDINARY MEETING OF COUNCIL

SUPPLEMENTARY AGENDA

21 SEPTEMBER 2022

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12. COMMUNITY & REGIONAL PROSPERITY REPORTS

12.5 Purpose and Use of Davson Gallery

Author: Nicole Kilah, Coordinator Libraries & Galleries

Responsible Officer: Amanda Pugh, Group Manager Community & Regional Prosperity

Purpose:

The purpose of this report is to seek Council's future direction on the utilisation of the space currently called the Davson Art Gallery.

Officer's Recommendation:

THAT Council resolves to:

- 1. Advise Ms Davson that Council does not support the Davson Gallery being expanded to become the National Glass and Davson Museum.**
- 2. Change the name of the area at the Lockyer Valley Cultural Centre currently known as the Davson Gallery to the Davson Room to provide clarity of the purpose and use of the area.**
- 3. Delegate authority to the Chief Executive Officer to do all things necessary to end the Davson Gallery Agreement that is currently in place and negotiate and enter into a new agreement with Ms Davson to determine the arrangements for use of the Davson Room moving forward.**

Executive Summary

The Davson Gallery was named in 2017 and an Exhibition Agreement was completed. Ms Davson has recently requested Council consider the status of this space, the primary purpose of the Gallery, and ongoing and future plans. This space has recently been reactivated by the Libraries and Galleries team as a functional community meeting and activity space with Ms Davson's art on the walls. There are also glass, artifacts, and other memorabilia in two display cabinets.

Proposal

In 2017, the Davson Gallery was named in recognition of the Davson Family's contribution to art and culture in the Lockyer Valley. It is located in the Lockyer Valley Cultural Centre, accessible through the Lockyer Valley Art Gallery. The primary use of this space is to showcase art works on loan from the Davson Family. Recently this space has been reactivated with library activities and events, providing a functional meeting and event space for community groups and library events. This space, due to large windows that receive the eastern sun and existing lighting, does not meet gallery requirements, placing items at risk of damage. Rectification works have been taken to reduce the risk of damage to works by installing UV tinting to the large windows, however sun exposure still occurs. This space also provides access to a storeroom containing stock and brochures for the Visitor Information Centre.

Recently, Ms Davson has expressed a desire to redefine the current direction and discuss future plans for this space. Correspondence indicates that Ms Davson wishes the Davson Gallery to be an exclusive space for her work and further "be the first point of visitor contact for all things allied to the Davson Family's art initiatives

and created work.” These items will be selected from the collections of the former *Win Davson Art Gallery and Museum*, the *Ian Fairweather Memorial Art Gallery and Museum*, the *Davson Arts Museum* and the *Davson Glass Collection*. Collectively, these works would form the National Glass and Davson Museum, with items displayed on the walls, and in display cases on the floorspace.

The request for additional space prompted a review of the 2017 agreement and a comparison to the current Exhibition Agreement in place for artists who utilise the Lockyer Valley Art Gallery. The Davson Gallery agreement differs greatly to the current Exhibition Agreement for the Lockyer Valley Art Gallery in many areas.

Specifics	Current Davson Agreement	Lockyer Valley Art Gallery Agreement
Exhibitions	Guaranteed space with a requirement to turnover exhibitions every 3 months (4 per year)	Apply for an exhibition space for a period of 7-8 weeks.
Cost for exhibitions and opening functions	Free exhibitions and opening functions	\$200 for an exhibition and \$150 for an opening function
Capacity of opening functions	Not specified	As per policy (1 artist – 50 people)
Sale of art works	Not specified	Yes, 20% commission.

Applications are taken to exhibit at the Lockyer Valley Art Gallery, with exhibitions changing over every 7 to 8 weeks. The application process ensures all artists are provided a fair and equitable opportunity to display their works in the Gallery as an individual, group or shared exhibit. In contrast, the Davson Gallery space is dedicated to showcase the works of the Davson Family, with a turnover every 3 months.

In the past community members have expressed their feelings that this process is unfair to other local artists as they are not provided the same opportunity. Furthermore, artists displaying works in the Lockyer Valley Art Gallery are required to pay an exhibition fee, as well as an additional fee if they choose to hold an opening function. The current Davson Agreement specifies that exhibitions and openings are provided at no charge to the exhibitor. Council does not provide exclusive gallery space for other artists across the region and to ensure fairness and consistency, Council officers wish to review the Davson Agreement to allow the continuing use of the room as a community use space and to accord with the existing works that are currently in place (on the walls and the existing cabinets).

Within other Council facilities, rooms have been named in recognition to families within the region including the Stubbersfield Rooms in the Gatton Administration Building and the Wyman Room at the Laidley Library and Customer Service Centre. Descendants of these families have not requested how these rooms be used or expected a space dedicated to display art works, history or other items of family memorabilia.

As the Davson Gallery does not meet gallery requirements, it is recommended that the Davson Gallery should be renamed to the “Davson Room” in order to provide clarity to the Davson family and the community in relation to the ongoing utilisation of the room.

Options

1. Council supports the recommendations of this report to rename the room and enter into a revised agreement.
2. Council determines the space should remain as a Davson Gallery as per the agreement in place.

Strategic Implications

Finance and Resource

Should the officer's recommendation be approved, there would be limited financial and resource implications due to new signage requirements.

If the recommendation is not approved, additional finance and resource allocations will be required to create a space that meets the requirements including gallery lights and display cases and staffing suitable for exhibition changeovers.

Risk Management

Key Corporate Risk Code and Category: R1
Reference & Risk Descriptor: Reputation
Reputation and goodwill.

However, if Council was to accept the request, there is potential for Financial Risk to Council as financial investment would be required to create a fit for purpose Gallery.

Consultation

Portfolio Councillor Consultation

Cr Hagan has been involved in several meetings with Ms Davson.

The request of Ms Davson was workshopped with Council on 6 September 2022.

Attachments

1	Davson Art Gallery Proposal	7 Pages
2	Executed Davson Art Gallery Agreement - 20170915	3 Pages
3	Exhibition Agreement 2022	8 Pages

From: sharon@davsonart.com
To: [Nicole Kilah](#); [Michael Hagan](#); [Jason Harm](#); [Ian Church](#); [Tanya Milligan](#); [Brett Qualischefski](#); [Christopher Wilson](#); [Janice Holstein](#); [Rick Vela](#); [Jason Cook](#)
Subject: Additional Thoughts - Re Letter: Exhibition space at Davson Art Gallery
Date: Monday, 5 September 2022 10:23:32 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Hello Ian and Everyone,

In speaking with Councillor Michael Hagan, I came to understand that you had been expecting me to send in writing how **our Mercury committees would answer the questions** we had recently posed to council regarding the *Davson Gallery*.

Thank you for the opportunity.

And will answer the questions we raised from our point of view.

We have passed the five-year milestone for the *Davson Gallery*.

The questions posed since April, sought clarity regarding current status and future promotion / prominence / tourist value.

We believed this was in everyone's best interests.

Most importantly, clarification about the **Primary Purpose** of the Gallery in 2022 moving forward.

- A. We believe the Primary Purpose is Name based.
- B. That *Davson Gallery* celebrates past achievements, current developments and future aspirations in the creative development of key members of the Davson family.
- C. The gallery gives opportunities for others to understand the role of Davson's in the development of Arts and Culture locally and elsewhere over many decades.
- D. The display of professional, valued art at all times for the enjoyment and inspiration of others outside of a city.
- E. To encourage and educate that the arts can be a viable career option at any age.

*** Therefore, although we are delighted to have the space used by the library and others, its Primary function, is as a *Davson Gallery*, and needs to be a flexible space to encourage different display opportunities as they arise for Davson related exhibitions and displays.

This is currently confined the outer perimeter of the gallery, possibly, in the future other display opportunities may also arise to give visitors different experiences.

- a. We see the gallery growing in relevance with the evolving cultural fabric and tourism for the region.
- b. We intend promoting it as the FIRST destination to view art by Davson and learn about the Davson connection to the Valley.
- c. We are planning to progressively replace the current display cabinets, with 3 new matching cabinets with lights centrally located along each section of the glass wall, for Davson Collections including those of Mercury History, Art Catalogues, Artefacts and Glass.
- d. The recently amalgamated *National Glass & Davson Museum* has many thousands of items of interest to local and visitor guests and we plan to promote this in conjunction with Council promotion of the gallery.
- e. No change of use is being sought, just an enhanced one to be in keeping with the name and

evolution of that creative energy.

- f. All art and artefacts are loaned from the combining of four significant collections into the *National Glass & Davson Museum*, as well as some items loaned from other public and private collections.

** With the Primary Purpose being a Gallery, it will need gallery lighting to be budgeted for, as the absence of this is immediately noticed by all who visit.

The storeroom in the gallery that was briefly used for art in 2017. Then more tables and chairs were put into there and we were asked to remove the art.

This space is an ideal art and artefact storeroom. Can this be discussed in 2023?

We trust our evolved Mission Statement is in accordance with Council views.

"The *Davson Gallery* is a Council initiative that celebrates the collective vision and creativity of Davson.

Located in the Lockyer Valley Cultural Centre, it is the initial visitation destination to engage with the Art, Loves and Lives of the region's most locally and internationally acclaimed creative citizens, Win and Sharon Davson.

With Gratitude and Respect, it is a place of Inspiration, Discovery and Learning.

It's changing exhibitions feature art by Sharon Davson and family, and treasured items pertaining to Win Davson MBE FTCL and family, with exhibits borrowed from the National Glass & Davson Museum and other collections."

Thank you,

Dale and Sharon

0416 026 426

Dale Miller - President

Sharon Davson - Governing Patron

From: sharon@davsonart.com <sharon@davsonart.com>

Sent: Friday, 26 August 2022 3:34 PM

To: 'Nicole Kilah' <NKilah@lvrc.qld.gov.au>; 'Councillor Michael Hagan' <mhagan@lvrc.qld.gov.au>; 'Jason Harm' <jharm@lvrc.qld.gov.au>; 'Ian Church' <ichurch@lvrc.qld.gov.au>

Cc: 'Mayor Tanya Milligan' <TMilligan@lvrc.qld.gov.au>

Subject: Addition - Re Letter: Exhibition space at Davson Art Gallery

Hello Ian and Everyone,

We have decided to accept Nicole's recommendation and to defer the 16th September opening event in the *Davson Gallery* to the next date that best suits Mayor Tanya Milligan, as we have been honoured that she has participated in all opening functions of this gallery to date.

It is anticipated that before the end of this year, the 1984 glass themed *Origins of the Future*

unfinished painting will return to the market.

The painting that will not be finished as my connection to glass also remains unfinished.

It is currently hanging in the *Davson Gallery*, and a Provenance document is progressively being developed.

Pages 9 to 19 could be of interest in answering some questions you might have about the relevance of glass in my career to date.

DropBox link to PDF DRAFT **Provenance** for the *Origins of the Future* painting.

<https://www.dropbox.com/s/6m5dfgdc2s3lmx/Origins%20of%20the%20Future.pdf?dl=0>

Best downloaded to your computer, then viewed with the **Cover Page** by itself,

Followed by double page spreads with **odd numbered pages on the right**.

* **As this is a draft Provenance for a painting**, it does not need to go into any detail about the Art and Other items in the *National Glass & Davson Museum* from the former *Win Davson Art Gallery & Museum* (1978 >), the *Ian Fairweather Memorial Art Gallery & Museum* (founded by Win Davson MBE FTCL 1985 >) and the *Davson Arts Museum* (Newcastle that honoured Sharon Davson 2008 >), that make up the biggest collections in forming the *National Glass & Davson Museum*.

However, pages 9 to 19 give background to the glass aspect of my career and life that began with a Crown Corning sponsorship in 1980.

On future occasions, exhibitions in the *Davson Gallery* will display panels from my large glass art works, some of which are currently accessible.

(These above-mentioned collections now formed as one museum, are entirely separate from the art offered to the Council in 2021.

That offer was because a small number of collectors with art by me were willing to each donate a painting to a public / council collection for future community wealth, enjoyment and education.

One of those paintings recently sold, and a couple of others are returning to the market. However, should the Museum gain tax deductibility in time, it may be the recipient of the remaining offered paintings.)

We look forward to many interesting exhibitions and events in the Davson Gallery.

Please contact me if you have any further questions.

Thank you,

Sharon

From: sharon@davsonart.com <sharon@davsonart.com>

Sent: Monday, 22 August 2022 9:53 AM

To: 'Nicole Kilah' <NKilah@lvrc.qld.gov.au>; 'Councillor Michael Hagan' <mhagan@lvrc.qld.gov.au>; 'Jason Harm' <jharm@lvrc.qld.gov.au>; 'Ian Church' <ichurch@lvrc.qld.gov.au>

Cc: 'Mayor Tanya Milligan' <TMilligan@lvrc.qld.gov.au>

Subject: Re Letter: Exhibition space at Davson Art Gallery

Hello Ian and Everyone,

Thank you for your letter received last Tuesday. (At the time I was ,about to leave for a week's business travel, so we needed a few days to reply.)

We were pleased to receive it, as it is important that we are in alignment with Council's desired outcomes.

We have been seeking clarifications about the *Davson Gallery* as we look back over the past 5 years, understand present uses and explore future possibilities.

Thank you for the meeting on Monday 4th July.

This assisted us better understand the security and other aspects of the centre.

I understand a summary / minutes of the meeting may have been produced.

Is it possible for us to have a copy?

We have themed functions and events pencilled in our calendar for coming years, with a big year coming up in **2026**.

**** That will be the 75th Anniversary of Win Davson founding *Gatton Mercury Theatre* in February 1951.**

Over the decades, most families in the Lockyer benefited from Win's efforts.

Her legacy lives on, and she will be celebrated more and more as time progresses, especially every five years from 2026.

* My personal plans to reside in the region will enable me to better support the *Davson Gallery* and Council's plans to promote the gallery in the future, with local and tourist participation and benefits.

We are not seeking any change of use of the gallery, only to better utilise the *Davson Gallery* as a space for its named purpose.

**** The *Davson Gallery* opened in 2017.**

There was Art and other relevant items hanging on the walls and a glass fronted display cabinet with Museum items on display from the first opening exhibition.

**** The Council intension provided for ongoing periodic exhibition changes and openings, with both the Art and Museum items relevant to the initiatives and achievements of the Davson family changing prior to each opening event.**

**** However, after a couple of years or so and due to water leaks, the gallery ceased having exhibition changes and accompanying opening functions.**

Then C-19 lockdowns, border closures, etc., the gallery became somewhat dormant.

To ensure the space had purpose and wasn't wasted, the library started using it for other worthwhile activities.

**** In late April this year, the gallery was re-hung as part of the *Art With Others* exhibition in both galleries.**

Items in the original museum display case were changed and another display case added with additional items of public interest.

In June, the walls of *Davson Gallery* were re-hung consolidating key works for ongoing viewing from the main exhibition.

FYI: Developments in the Museum aspect.

* It was decided at Mercury executive committee meetings in 2022 that the North Street premises would progressively become the focus for Active aspects Arts participation into the future and that a new entity be formed combining all the more static Museum aspects.

* The second entity to also house a major collection of about 6,500 glass items that were initially planned to be donated to one or more organisations/ institutions.

** The best from the collections of the former Win Davson Art Gallery & Museum (1978 >), the Ian Fairweather Memorial Art Gallery & Museum (founded by Win Davson MBE FTCL 1985 >) and the Davson Arts Museum (Newcastle that honoured Sharon Davson 2008 >), and the Davson Glass collection were combined to form the National Glass & Davson Museum.

** It is from this entity / repository, with collection repositories in North Street in Gatton, in Toowoomba and in Cessnock NSW, that Art and Items are selected to showcase on the walls and in the display cases in the *Davson Gallery*.

(This has been the case since 2017, plus also borrowing from other collections.)

Items wise, we were planning to focus on the Glass aspect for the rest of this year.

With promotion, this is likely to attract new attendees to the gallery as there are many glass enthusiasts who would visit to see changing displays and attend allied glass events.

** And currently hanging in the *Davson Gallery* is a valuable seven figure unfinished painting I began in 1984 that is all about Glass. It details its creation through to domestic, medical and scientific uses of glass through to Space Shuttle tiles. Glass has interwoven with my career art works since that time.

The *Davson Gallery* can provide a glimpse into the collections of Australia's first glass museum (together with other Davson museum items).

(We anticipate having purpose designed premises in the future to house and display the our FOUR main collections), and still showcase items in the ***Davson Gallery as the Lockyer's first point of visitor contact for all things allied to the Davson family's arts initiatives and creative work.***

** Due to the enthusiasm displayed by collectors now offering glass gifts, we plan to upgrade the current display cabinets this year and replace them with lockable matching purpose-built cabinets with lighting, safety glass and storage at \$3,300 each.

There is no expense to Council, (however, we would not turn down any offers for the costs of a cabinet being gifted.)

** I am gifting the first (at a cost of \$3,330) so it can showcase glass for the remainder of the year. In early in 2023, at least one such display case is to feature items pertaining to Win Davson / Mercury Theatre.

* We would like to see, the first exhibition held each year in the *Davson Gallery* to have at least one purpose-built display cabinet with items on loan from the Museum or other collections focused on Win Davson, the founding of Mercury Theatre in February 1951 and some of Win's other achievements.

* Other times of the year, things will vary, but it is hoped that at least two purpose-built cabinets will feature glass items from the museum collections that will further aid tourism in the Lockyer, especially with talks and workshops around the art and craftsmanship of glass from home use to lightening glass, scientific uses to uranium or other glowing glass. (There is just something about

volcanoes, lightning bolts and radioactivity in glass that holds interest.)

**** The goal is to gradually expand the Arts, Education and Tourism visitation to the *Davson Gallery* so it becomes a place to go, a Destination, not just an accidental find. Is this in keeping with Council's vision for the *Davson Gallery*?**

* The next exhibition was planned to open in 16th September.

However, in light of current correspondence and council considerations regarding the *Davson Gallery*, I was asked by Nicole on Thursday if it would it be better to delay the exhibition change and function to another time?

*** We are happy to proceed with, or delay, the upcoming event in September / October.**

We just need to know, so as to have enough advance time for Mayor Tanya Milligan and to send, or not send, invitations for 16th September.

* Following this next event, we would then continue with quarterly evening functions in December, March, June and September (approximately) each year, as per the original (2017) intension for the gallery. These may be interspersed with other daytime events or activities, so the gallery can fulfil its current Mission Statement, (or **change** the statement to better reflect the intensions of the Council).

DRAFT Mission statement on which we (as the group that selects the art and items being displayed) **have sought clarification –**

The Davson Gallery celebrates the collective vision and creativity of Davson.

Located in the Lockyer Valley Cultural Centre, it is the initial visitation destination to engage with the Art, Loves and Lives of the region's most locally and internationally acclaimed creative citizens, Win and Sharon Davson.

With Gratitude and Respect, it is a place of Inspiration, Discovery and Learning.

It's changing exhibitions feature art by Sharon Davson and family, and treasured items pertaining to Win Davson MBE FTCL and family, with exhibits on loan from the National Glass & Davson Museum and other collections.

The Mission Statement needs to reflect the Council aspirations for the *Davson Gallery*, community and tourism benefits; managing a small yet important gallery space in a big Cultural Centre building.

We are not seeking a change of use for the gallery.

We are seeking to support Council to better utilise the *Davson Gallery* for its original named purpose now and into the future.

We do not know of how the Standard Agreement for the display of artworks in the *Lockyer Valley Art Gallery*, (updated in November 2021), would impact on the display and presentation of Art and Items in the *Davson Gallery*. We would need to see a copy of the document so we could comply if and as appropriate.

We desire to support the *Davson Gallery* and Council with loaning art and items, and progressively create happenings, to enhance visitor experiences in this Council initiative gallery, now and into the

future, giving this gallery the opportunity to become an Arts and Tourism destination.

Thank you,
Dale and Sharon
0416 026 426

Dale Miller - President
Sharon Davson - Governing Patron

From: Nicole Kilah <NKilah@lvrc.qld.gov.au>
Sent: Tuesday, 16 August 2022 4:22 PM
To: Sharon Davson <sharon@davsonart.com>
Subject: Letter: Exhibition space at Davson Art Gallery

Good afternoon Sharon,

Please refer to the attached letter from Council's CEO, Ian Church for your attention please.

Kind regards

Nic



Nicole Kilah | Coordinator Libraries and Galleries

Communities
Community and Regional Prosperity

P 07 5462 0317 | M 0411 442 592
E nkilah@lvrc.qld.gov.au

Gatton Library, Lockyer Valley Art Gallery, Davson Art Gallery | 34 Lake Apex Drive Gatton Qld 4343
Laidley Library | Spicer Street Laidley Qld 4343



Lockyer Valley Regional Council | 26 Railway Street (PO Box 82) Gatton Qld 4343
1300 00 5872 (LVRC) www.lockyervalley.qld.gov.au

Lockyer Valley Art Gallery Exhibition Loan Agreement

LOCKYER VALLEY REGIONAL COUNCIL

ABN: 52 673 165 312

AGREEMENT dated this 3rd day of May 2017.

BETWEEN Sharon Davson, on behalf of the Davson family (the Exhibitors) and

LOCKYER VALLEY REGIONAL COUNCIL,

C/- Lockyer Valley Art Gallery, PO Box 82, Gatton (the Gallery).

RECITALS

The Gallery offers the Exhibitors space to display artworks on the terms and conditions contained in the Agreement.

OPERATIVE PART:

IN CONSIDERATION of these presents the parties covenant as follows:

1. Exhibition

The Gallery agrees to allow the Exhibitors to exhibit a variety of artworks in the *Davson Gallery*.

2. Dates and Venue

Venue - *Davson Gallery*, Lockyer Valley Cultural Centre, Gatton

Dates - From 6 April 2017 onwards.

3. Mounting Exhibits

The Gallery will mount the exhibition in conjunction with, and assisted by, the Exhibitor, during a week to be determined and mutually agreeable to both parties each quarter.

All exhibitions must be completely mounted by 5pm on the Thursday of that week. These changeovers must not coincide with changeovers happening in the main Lockyer Valley Art Gallery and are to be staged at least two weeks apart from these main gallery changeovers.

The *Davson Gallery* will be unavailable to visitors during all gallery changeovers.

4. Opening function

This is not compulsory and if a function is to be held, the Gallery, in consultation with the Exhibitor, will organise the opening function each quarter at no charge to the Exhibitor.

5. Delivery of Artworks

The Exhibitor will deliver all artworks to the *Davson Gallery* by 9.30am on the Wednesday of the agreed week of the gallery changeover each quarter unless otherwise agreed to by Council's Regional Library Coordinator and Sharon Davson.

All packaging and extra paraphernalia is to be removed once the artworks have been installed and the *Davson Gallery* exhibition has been set up and completed.

Lockyer Valley Art Gallery Exhibition Loan Agreement p2

6. Exhibitors' Obligations

The Exhibitors will:

- (a) supply to the Gallery at least four (4) weeks prior to the commencement date of the exhibition changeover –
 - (i) a list of artworks, together with their dimensions, the media used, and the dates of their creation,
 - (ii) sample photographs of the various artworks that might be used in the exhibition invitation (if applicable),
 - (iii) any written material to support the exhibition. This may include an artist statement and a media release.
- (b) ensure that all artworks are able to be securely attached to the gallery hanging systems/walls,
- (c) supply a mailing list (max. 50) / email list of invitees for an opening function (if applicable),
- (d) abide by all of the rules and directions supplied by, and given by, the Gallery,
- (e) reimburse the Council for the cost of rectifying any loss or damage to property, furniture, appliances, apparatus or fixtures and fittings which is caused or contributed to by the Exhibitors.

7. Gallery's Obligations/Contributions

- (a) Provide relevant information relating to the exhibition supplied by the Exhibitors to the Council's usual media contacts. Such information will be incorporated in gallery advertising (where possible),
- (b) Send invitations to the gallery mailing list and up to 50 invitations to the Exhibitor's list for each exhibition,
- (c) Supply a suitable number of standard labels for the exhibition artworks at no cost to the Exhibitor,
- (d) Ensure that the *Davson Gallery* is open when the Gatton Library is open. Upon request, and if suitable, the *Davson Gallery* may be opened at other times at the availability of other Centre staff.

8. Responsibility for Loss and Damage and Indemnity

The Gallery will not be responsible for any damage to, or the loss or theft of any artworks, except in the case that the cause of the damage, loss or theft is the negligence of the Gallery.

The Exhibitor irrevocably indemnifies the Gallery and agrees to keep it indemnified from and against every action, claim, demand, notice, loss, damage, cost and expense for which the Gallery shall or may become liable in respect of or arising from all or any of the following

- (a) loss or damage to property, or death or injury, caused or contributed to by the use or occupation of the premises and not caused by the negligence of the Gallery,
- (b) an act, neglect, default or omission by the Exhibitors.

Lockyer Valley Art Gallery Exhibition Loan Agreement p3

9. Cancellation or Closure

The Gallery has the right to cancel the exhibition if the *Davson Gallery* has become unsuitable for the purpose of the exhibition due to fire, contamination, or other exceptional circumstances. The Gallery is not responsible for any cost and expense which may have been incurred by the Exhibitor, nor for any economic loss allegedly suffered in the event that the Gallery cancels the exhibition. The *Davson Gallery* will be closed to the general public when the room is being utilized for Cultural Centre functions, such as conferences, weddings, etc.

10. Directions in Relation to Placement and Removal

The Gallery will work with the Exhibitor to determine where artworks are to be hung or best placed in the *Davson Gallery* for each exhibition.

11. Entire Agreement

This Agreement contains the respective rights and obligations of both parties. Any variation will not be binding on the Gallery unless the variation is produced in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day first hereinbefore mentioned.

SIGNED for and on behalf of

LOCKYER VALLEY REGIONAL COUNCIL (ART GALLERY)**David Lewis****Executive Manager****Corporate & Community Services**

In the presence of: Date: 3/5/2017

SIGNED BY

Sharon Davson

In the presence of: Date: 15/9/17



REGIONAL COUNCIL



Agreement

For the Display of Artworks at the Lockyer Valley Art Gallery for the Exhibition **Exhibition title**

Between:

Name of Address (hereinafter referred to as 'the Artist')

P.
E.

And:

Lockyer Valley Regional Council of 26 Railway Street, Gatton (hereinafter referred to as 'Council')

1. Purpose of Agreement

- 1.1 This Agreement details the terms and conditions for the exhibition and sale of works (where applicable) by the Artist at the Lockyer Valley Art Gallery, located at 34 Lake Apex Drive, Gatton.

2. Details of Exhibition

- 2.1 The exhibition will be as described in **Schedule 1**.
- 2.2 The Lockyer Valley Art Gallery ('the Gallery') is open seven days a week, 9.00am to 4.00pm, excluding public holidays, and entry is free.
- 2.3 The artworks will be displayed for the duration of the exhibition period stated in **Schedule 2**.

3. Obligations of the Artist

- 3.1 The Artist will provide to Council details of the artworks for use in marketing and promotion of the exhibition. These details are to be provided using the table provided in **Schedule 3** and submitted to Council by the due date as detailed in **Schedule 2**. The details for each artwork will include:
- (a) the artist's name;
 - (b) the title of each work;

Page 1 of 8



- (c) the materials used;
- (d) whether the work is part of a private collection;
- (e) a description, of no more than 50 words, for an extended label/didactic (this is optional);
- (f) the value of each work (for insurance purposes) and
- (g) if the work is for sale, the artist's price (including 20% commission).

Council will provide the table to the Artist in electronic form. Once the table is completed and **Schedule 3** signed by both parties, **Schedule 3** will form part of this Agreement. A copy of the signed **Schedule 3** will be provided by Council to the Artist.

- 3.2 The Artist will arrange and cover the costs associated with delivery, freight and transit insurance for all exhibition works, and ensure delivery of the artwork on the delivery date as stated in **Schedule 2**. Return freight and transit insurance costs for unsold works are the responsibility of the Artist.
- 3.3 The Artist must deliver to the Gallery all works ready for display. All 2D artworks including works on paper and photography must be prepared for hanging and mounted with 'D-rings' which are screwed on each side of the frame or canvas approximately 8 centimetres from the top of the work. Any works arriving without suitable hanging features may be excluded from the exhibition at the discretion of Council.
- 3.4 If there is to be an opening function, the Artist is to forward invitations to their invitees. Council will email the invitation for the exhibition to the Artist three weeks before the opening of the exhibition. Council may also select invitees, and Council will forward invitations to these invitees.

Art Gallery openings have capacity capping triggered on the number of artists exhibiting.

Artists	Capacity
Up to 20 artists	50 people
21 to 50 artists	80 people
More than 50 artists	100 people
This may be increased at the discretion of the General Manager.	

- 3.5 The Artist must pay exhibition fees to Council in the amount described by **Schedule 1** by the due date as detailed in **Schedule 2**. Exhibition fees are to be paid to Council within 14 days of the issue of a tax invoice to the Artist.
- 3.6 The Artist is to note that the Gallery is a multipurpose venue and as such, events may occur within the gallery space during the exhibition period which may temporarily inhibit access to the exhibition, or part of it. Council will endeavour to minimise these impacts.



- 3.7 Where the Artist has opted for an opening event, workshop or artist floor talk, as detailed in **Schedule 2**, they are expected to participate as per **Schedule 2**.
- 3.8 Where the Artist is to participate in an exhibition activity which involves young people (aged under 18), the Artist must provide Council with a copy of their current Blue Card.
- 3.9 The Artist is to comply with any COVID-19 guidelines or restrictions effective at the time of the exhibition.

4. Obligations of Council

- 4.1 Council will determine the layout of the Exhibition. Council's decision on the selection and location of works is final. Council retains the right to refuse the display of any artwork that is not suitable for exhibition for any reason.
- 4.2 Council will provide insurance cover for the artworks while the artworks are on Council's premises up to a total of \$15,000. Where the total value of works exceeds \$15,000, it is recommended the Artist obtain their own insurance for the period of the exhibition.
- 4.3 Council will market and promote the exhibition via printed, electronic and social media.
- 4.4 Council will email the invitation for the exhibition to the Artist three weeks before the opening of the exhibition.

5. Fees

- 5.1 Exhibition fees are charged in accordance with Council's Register of Fees and Charges. These are adopted by Council each year and are available on Council's website.
- 5.2 Council will not be liable for providing any additional services except for such services as are clearly identified and agreed in writing by Council from time to time.

6. Insurance and Freight

- 6.1 Council will arrange insurance cover for all works while on Council's premises, up to a total of \$15,000. Cover will be based on the valuations provided by the Artist. Values must be based on current market value and be substantiated in event of a claim. Where the total value of works exceeds \$15,000, it is recommended the Artist obtain their own insurance for the period of the exhibition.
- 6.2 In the event the Artist elects to display their artwork:



- (a) unframed and/or without protection, and damage occurs from patrons touching the artwork; or
- (b) despite the works not being prepared for hanging as per clause 3.3, and damage occurs due to an inadequate hanging system;

the Artist hereby accepts all risk and releases and indemnifies Council from any claim for loss or damage. The Artist acknowledges and agrees that such loss or damage is not intended to be covered by the insurance obligation of Council pursuant to clauses 4.2 and 6.1.

- 6.3 Council accepts no liability for loss or damage howsoever caused to any Artwork during the delivery and/or removal of the artworks by the Artist.
- 6.4 The Artist is to arrange and cover the costs associated with freight and transit insurance for all exhibition works.
- 6.5 Due to limited storage capacity, Council is unable to store works prior to the delivery date or after the collection date.

7. Security

- 7.1 The Gallery has staff on the premises at all times during open hours. Staff are located at the Library Front Counter and at the Visitor Information Centre located in the Cultural Centre building.
- 7.2 The Gallery has Close Circuit Television (CCTV) cameras and after-hours security sensors, located throughout the Lockyer Valley Art Gallery space and larger Cultural Centre building.

8. Copyright, Reproduction and Marketing

- 8.1 All artwork must be the original work of the Artist. Copyright of the artwork is retained by the Artist.
- 8.2 Council will protect the moral rights of the Artist by appropriately attributing the artworks to the Artist. Council will not alter artwork or do anything that would compromise the integrity of the artwork or permit anyone else to do so while the artwork is in Council's care.
- 8.3 The Artist hereby grants to Council a non-exclusive and royalty-free licence to reproduce their artwork on Council's website, standard marketing materials and social media, to promote the exhibition and Council's activities at the Gallery, for reporting purposes and any other purposes authorised or required by law.

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8.4 Council will distribute marketing materials and links to the Artist.

9. Intellectual Property

9.1 The Artist agrees that, in producing the artworks, they do not and will not infringe the Intellectual Property Rights of any person.

9.2 The Artist shall indemnify and keep indemnified Council against all costs, expenses and liabilities whatsoever arising out of or in connection with any claim that their Artwork infringes the Intellectual Property Rights of any person.

10. Artwork Sales, Commission and GST Requirements

10.1 If artwork is offered for sale, the Artist will fulfil all obligations regarding registration and/or exemption relevant to Goods and Services Tax ('GST').

10.2 All sales will be receipted by Council and Council will retain a 20% commission (GST inclusive) from each sale.

10.3 Where sales of artwork are processed by Council during the exhibition, payment will be made to the Artist at the Gallery sale price less 20% commission (includes GST), and in accordance with GST requirements.

10.4 Payment for these sales will be made by Council to the Artist within 4 weeks following the close of the Exhibition. The Artist is not required to provide Council an invoice. Payment will be made to the account detailed on the new creditor form provided by the Artist.

11. Changes to Exhibition

11.1 If the Artist wishes to make changes to the exhibition, notice is to be provided to Council at least 6 weeks before the scheduled exhibition opening date and Council and the Artist can, upon mutual agreement, amend this Agreement. Any amendment must be in writing and signed by both parties.

12. Termination of Agreement

12.1 Either party can, upon mutual agreement, terminate this Agreement if an unforeseeable, uncontrolled or extraordinary event or set of circumstances occurs such that either party cannot meet their obligations under this Agreement. Any termination of this agreement must be in writing and signed by both parties.



- 12.2 If either party wishes to cancel the exhibition (for any reason) and terminate this Agreement, they must provide notice to the other party at least 12 weeks before the scheduled exhibition opening date.
- 12.3 If either party wishes to terminate this Agreement within 12 weeks of the scheduled exhibition opening date, they may do so only with the other party's agreement. The agreement to terminate is to be recorded in writing and signed by both parties.
- 12.4 Neither party will be liable to the other party for any loss or expenses suffered or incurred as a result of the termination of this Agreement in accordance with clause 12.1, 12.2 or 12.3 except as agreed in writing and signed by the parties.

13. Privacy Statement

- 13.1 Council will collect and handle the Artist's personal information in accordance with the *Information Privacy Act 2009*. The information will be accessed by Council for business-related activities associated with the exhibition. Personal information will not be given to any other person or agency unless the Artist has given permission, or it is required by law.

EXECUTION

We the undersigned hereby agree to the conditions and terms of this Agreement and its included Schedules.

SIGNED by **the Artist**

Name of the Artist

Date

SIGNED for and on behalf of **Council**

Name of Authorised Representative

Date



**SCHEDULE 1
EXHIBITION DETAILS**

Title of Exhibition	??????
Description of Exhibition	??????
Exhibition Fees	??????

**SCHEDULE 2
KEY EXHIBITION DATES**

ITEM	DATE
Exhibition Period	Approx 6-8 weeks
Due date for details of the artwork (for gallery labels as detailed in Schedule 3) to be provided by the Artist to Council	2 weeks prior to delivery
Date Council will provide the Artist a copy of the signed Schedule 3	1 day prior to opening function
Date the invitations will be emailed to the Artist	3 weeks prior to opening
Due date for the delivery of works to: Lockyer Valley Art Gallery, 34 Lake Apex Drive, Gatton	Monday PM of exhibition week - 2pm
Due date for payment of exhibition fees by the Artist	14 days from issue of Tax Invoice
Date of Exhibition Opening – the opening will be organised by Council and hosted by Council and the Artist	Friday night (preferred) - 6pm
Date for workshop or Artist floor talk	To be determined
Date for collection of works from: Lockyer Valley Art Gallery, 34 Lake Apex Drive, Gatton	Monday after exhibition closes - 9.30am
Date by which payment will be made to the Artist for any artworks sold by Council (20% commission will apply)	4 weeks of exhibition closing



SCHEDULE 3
DETAILS OF ARTWORK
Screen shot of example

SCHEDULE 3
Details of artwork

Artwork complete										Condition complete				
	Surname	Artist Name	Title	Optional description for extended label/didactic	Medium	Estimated Value	Artist's price including gallery's 20% commission	Width	Height	Framed	Condition reporting	In	Exhibitio n	Additional notes
1	Jane Doe	JANE DOE	My painting		Acrylic	150	150	69cm	59cm	Framed	AEF (No apparent faults found)	Yes		
2	Some One	SOME ONE	With my eyes closed		Acrylic	150	150	51cm	42cm	Unframed	Handling system of concern	No		Smaller than standard D rings
3	John Smith	JOHN SMITH	Pencil works		Pencil	150	150	34cm	39cm	Framed	Frame damaged	Yes		Small dent in bottom LHS

Name of Artist: _____ Date: _____
Approval of Details of Artwork
Council approves the displayed artwork as outlined in the above table subject to changes shown in red.
Name of Authorised Representative: _____ Date: _____