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# ARTSPEAK GALLERY

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## ARTSPEAK GALLERY CONTRACT

BETWEEN

Arts Council Windsor & Region  
(hereinafter "ACWR")

AND

(hereinafter "Licensee")

WHEREAS the parties have agreed to enter into this Agreement for the rental of the space known as the Arts Council – Windsor & Region gallery space also known as the Artspeak Gallery (the "Gallery") located at 1942 Wyandotte Street East, Windsor, Ontario;

AND WHEREAS it is considered mutually desirable to set out the terms, responsibilities and duties of the ACWR and the Licensee with respect to the rental;

NOW THEREFORE, in exchange for the mutual covenants contained herein, the sufficiency of which is deemed satisfactory by the parties to found the consideration for this Agreement the ACWR and the Licensee AGREE AS FOLLOWS:

### ARTICLE 1 - RENT AND TERM

The following terms of the agreement for rental by the ACWR. Any questions or concerns regarding the terms and conditions found herein should be forwarded in writing to the Gallery Manager.

1.01 The term of this Agreement shall commence at **1pm on Sunday Month/Date/Year** and terminate at **11am on Sunday Month/Date/Year** for a period of 1 week. All walls must be patched and dry by the termination time and date before the next booking arrives. The floor should be cleaned and returned in good condition. See numeral 2.05 for further information.

1.02 Rent shall be paid at the following applicable rate for the period set out herein.

- (a) Daily individual rate - \$50/day for members; \$60/day for non-members;
- (b) Weekly individual rate - **\$200/week for members**; \$250/week for non-members;

1.03 The Licensee will forfeit the payment for cancellation of the Agreement at any time for any reason if the cancellation is less than two weeks from the booked date.

1.04 The Gallery key is to be picked up by the exhibiting Licensee anytime during regular business hours the week prior to the booked date. **The Licensee shall provide a security deposit in the sum of \$100.00 cash or cheque payable to**

**ACWR upon receiving the Gallery key.** The security deposit shall be returned to the Licensee upon termination of the term set out herein provided that the Licensee has fulfilled all of their obligations hereunder to the satisfaction of the ACWR. The Gallery key must be returned to the ACWR within 48 hours (or 2 business days) of the termination of the rental period. In the event the ACWR is required to make repairs and do associated cleaning, the \$100.00 damage deposit will NOT be returned to the Licensee and additional fees may apply. The key must be picked up and returned within ACWR's staff hours. The exchange will be arranged with a staff member.

1.05 The Licensee agrees to arm and disarm the gallery alarm system according to the instructions of gallery personnel. The Licensee understands that the alarm must be armed anytime they lock up and leave the space. If a security call arises from the misuse of the alarm system, the Licensee will forfeit their key deposit. If the police are dispatched to the gallery, the Licensee will be required to pay a \$50.00 fee. **Licensee Initial Here:** \_\_\_\_\_

1.06 The Licensee certifies that they are 18 years of age or older at the time of signing this contract. If they are not, the Licensee requires the permission of a parent/guardian. Keyholders to the space may not be 16 years of age or younger.

**1.07 The Licensee agrees that Personal Protective Equipment (PPE) will be worn in adherence to current Windsor-Essex/Ontario Health & Safety Guidelines set forth in response to COVID-19. More information can be found on the Windsor-Essex County Health Unit's website [HERE](#).**

## ARTICLE 2 - LICENSEE'S RESPONSIBILITIES

2.01 The use of the Gallery shall consist only of the wall/floor space on the main level of the premises and *shall not include the use of the ACWR's office*, which shall remain locked during those hours the ACWR is closed. *The Licensee is required to use supplies for patching and painting the Gallery found in the ACWR basement.* Hand tools, ladder, plinths and the fridge are all available for the Licensee's use in the basement. The Licensee also has the use of two Gallery window display areas for the duration of the Licensee's rental period. The Licensee acknowledges that they are aware the window space and hallway will also host ACWR literature during the time of the Licensee's exhibit.

2.02 The Licensee shall be responsible for leaving the space clean and void of any garbage or debris at the end of the term. They will be required to sweep the gallery and window display areas, and mop the floor if necessary. The garbage pail found in the washroom may be used for the Licensee's events/reception but at the end of the event the garbage must be removed and deposited in the dumpster behind the ACWR's building.

**2.03 The Licensee shall be responsible for sanitizing all high-touch surfaces, tools, and ACWR equipment used at the end of the term. ACWR will provide a sanitizing cleanser and one-use paper towels for this purpose. The Licensee's sanitization will be completed in adherence to current Windsor-Essex/Ontario Health & Safety Guidelines set forth in response to COVID-19.**

2.04 The Licensee is solely responsible for setting up and removing their exhibition, with their own tools and supplies, on the dates and times set out herein. The ACWR reserves the right to remove the Licensee's exhibition on the termination of the contract if the Licensee has not done so. The cost associated with such removal is determined by staff hours incurred; staff time is charged at \$20.00/hr up to the full \$100.00 security deposit.

**2.05 The Licensee shall be solely responsible for returning the rented premises to the condition it was in at the commencement of this term.** The ACWR reserves the right to make any necessary repairs upon removal of the exhibition to restore the rented premises to its previous condition. The ACWR provides artists with Murphy Oil Soap (located in front of the stairs in the basement) for gallery floor cleaning. The cost associated with such restoration or any damage incurred is determined by staff hours incurred to correct the damage; staff time is charged at \$20/hr.

2.06 All artwork must be completely dry and ready for exhibition. 2D artwork (wall-art) must be ready for hanging with hanging hardware. 3D artwork (free standing art) must be stable and ready for display. The ACWR will not be held responsible for any damages occurring during the exhibition as a result of poor construction or design. If the installed

artwork produces excess fumes deemed a nuisance to the public or staff member, the Licensee will be required to remove the work from the space.

2.07 Delivery of artworks to the Artspeak Gallery is the Licensee's responsibility.

**2.08 At this time, due to COVID-19 restrictions, no serving of alcohol will be permitted. And masks must be worn at all times during any events/meetings hosted by the Licensee.**

### ARTICLE 3 - HANGING MATERIALS

3.01 The Licensee is permitted only to use finishing nails in the walls. Screws or alternative hanging hardware/structures must be discussed with gallery personnel prior to installation.

3.02 No tape, or adhesive of any kind will be permitted on the gallery walls. The ACWR will provide sticky-tack for the Licensee's use on the supply shelf in the basement.

### ARTICLE 4 - CONTINUED ACCESS

4.01 The ACWR shall have continued access to the premises throughout the term of this Agreement and nothing contained herein confers any possessory right on the Licensee other than the rights specifically set out herein.

4.02 The Licensee acknowledges and is aware that ACWR programming, which includes meetings, events and workshops, will continue during the term of this contract. ACWR programming will not alter the exhibition unless previously discussed with the Licensee. **The Licensee is to be in direct correspondence with Gallery Personnel on any dates/times they are wishing to host evening/daily events such as opening/closing receptions** during their exhibition upon signing this contract to confirm there are no other programs booked for the specific time period. The Licensee acknowledges that there is no public access to the gallery during the time private workshops and/or meetings take place.

**4.03 The Licensee shall maintain social-distancing and gathering-restrictions in the Gallery in adherence to current Windsor-Essex/Ontario Health & Safety Guidelines set forth in response to COVID-19.**

**4.04 The Licensee shall follow all capacity limit guidelines as outlined by the ACWR. Capacity limits are permitted to change according to the Provincial Government's COVID-19 restrictions and guidelines.**

### ARTICLE 5 - NON-JURIED SELECTION PROCESS

5.01 The ACWR does not have a juried selection process and as such it is the requirement of the Licensee to comply with and adhere to all federal, provincial and municipal laws regulating or affecting the content of the Licensee's work. The ACWR reserves the right to restrict the display of and/or remove any particular piece of artwork that, in its sole discretion, does not conform to community standards and/or is in any way defamatory.

5.02 All artworks must be originals and not copies, derivatives or artworks based in any way on other copyrighted or published paintings, photographs or other Licensees' work. They must be entirely executed by the Licensee.

## ARTICLE 6 - INSURANCE AND LIABILITY

6.01 During the term of this Agreement, the Licensee shall be solely responsible for their artwork and the ACWR assumes no responsibility whatsoever for any liability for the use of its premise. The ACWR is not responsible for any damage to works incurred during the Licensee(s) use of the space as a result of public visitors in the space. It is up to the Licensee to have their own insurance for their works.

6.02 The Licensee shall indemnify ACWR and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with the loss of life, personal injury, and/or damage to the property arising from the Licensee's use of the premises.

6.03 The Licensee must provide ACWR with a complete listing of items on display for sale, and not for sale, with detail as per item with the following details: title, medium, size, and price, in this stated order.

## ARTICLE 7 – ENTRANCE TO GALLERY AND GALLERY LIGHTING

7.01 A clear line of vision from the ACWR office door to the gallery door must be maintained in order for traffic in the gallery to be seen by ACWR staff.

7.02 Gallery window display lights shall remain on continuously throughout the exhibition. Main Gallery lights are to be turned off after hours.

## ARTICLE 8 – SALES

8.01 **ACWR does not collect any percentage of sales, nor does staff actively sell work on display.**

8.02 No Item shall be removed from the gallery until the end of the show, and as stated in this contract, any removal of artwork or exchange of items must be arranged with the Gallery Personal prior to removal. The Licensee must give written notice to the Gallery personnel of these changes.

8.03 If a work is sold, the artwork may only be picked up on the final day of the show as arranged by the Licensee with any purchasers. Any variation of this policy must be arranged with Gallery Personnel.

## ARTICLE 9 – PROMOTIONAL MATERIAL AND INFORMATION

9.01 The Licensee grants ACWR the right to have artwork photographed for educational and promotional purposes and to use images of artworks for publicity, promotion, reference and educational purposes.

9.02 Information regarding exhibit is to be provided by the Licensee to the staff (this includes digital and physical copies of posters and flyers, prices, descriptions, Licensee statement(s), contact information and reception schedules) one month prior to the exhibition start date, as staff often gets inquiries about these matters.

9.03 ACWR staff will distribute your exhibition information on the ACWR website and in the weekly Arts Notes. We will also put up posters and flyers at the Gallery up to one month prior to the exhibition start date.

9.04 Should the Licensee provide a digital copy of a press release for their exhibition up to one month in advance and five days prior to the start of the exhibition, ACWR staff will email it out to its media list.

## **ARTICLE 10: COVID-19 RISK AND RISK MITIGATION**

**10.01 The Licensee confirms understanding of COVID-19 risk and COVID-19 risk management in adherence to current Windsor-Essex/Ontario Health & Safety Guidelines set forth in response to COVID-19.**

**10.02 The Licensee confirms a quarantine of 5 days (minimum) if they come into contact with a confirmed case of COVID-19.**

**10.03 The Licensee confirms they will notify ACWR Staff if they are symptomatic (untested), contract, or require testing for COVID-19 prior to or following overlap with the contractual term.**

**10.04 The Licensee will adhere to the ACWR's specifications of COVID-19 conduct during the contractual term.**

**10.05 The Licensee agrees that Personal Protective Equipment (PPE) will be worn in adherence to current Windsor-Essex/Ontario Health & Safety Guidelines set forth in response to COVID-19.**

**10.06 The Licensee takes full responsibility for the safety of all persons participating and assisting during the contracted term. The Responsibility for participants incorporates following current Windsor-Essex/Ontario Health & Safety Guidelines set forth in response to COVID-19.**

**10.07 Breach of the current Windsor-Essex/Ontario Health & Safety Guidelines set forth in response to COVID-19 will lead to termination of the contract and loss of deposit.**

\*last page is authorized signature page

### **Gallery Emergency Contact Information:**

Call 1(289)-489-3726

**Alejandro Tamayo, Executive Director**

Call (226)-345-2568

**Madeline Doornaert, Administrative & Outreach Coordinator**

Dated at Windsor, Ontario on **Month/Date/Year**

ARTS COUNCIL - WINDSOR & REGION --



Per:

Madeline Doornaert  
Administrative & Outreach Coordinator  
Arts Council Windsor & Region  
1942 Wyandotte St E | 519.252.ARTS

Dated at Windsor, Ontario on \_\_\_\_\_

Name of Licensee: \_\_\_\_\_ Sign: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_