



Daylesford Foto Biennale 2007 Memorandum of Agreement

Description

The Daylesford Foto Biennale '07 is a multiple event, month long festival of photography, staged at multiple venues within the Hepburn Shire from June 2nd 2007 to July 1st 2007. The festival is put together and managed by Daylesford Foto Biennale Inc. a not for profit incorporated association.

The Daylesford Foto Biennale '07 will consist of:

Events produced and managed by the Daylesford Foto Biennale '07 committee.

Events co produced and co-managed by the Daylesford Foto Biennale '07 committee and selected venues/and or independent artists

Events co produced and co managed by selected artists and selected venues

Independently produced events.

Participation

Participation as part of the Daylesford Foto Biennale '07 is by submission of a proposal to the Daylesford Foto Biennale '07 committee, or by the invitation of the Daylesford Foto Biennale '07 committee.

Artists who try to circumvent the selection process by making an independent agreement with a venue, unless specifically agreed to by the festival Director, will not be advertised in the official program, will not be included in any Daylesford Foto Biennale '07 marketing/promotional/signage initiatives, and will not be permitted use of the Daylesford Foto Biennale '07 imprimatur.

Exhibition proposals, seminar proposals, workshop/masterclass proposals, photographic events proposals, competition proposals, independent convention proposals, etc.etc. must all be made to the Daylesford Foto Biennale'07 selection panel by the due date for submission of proposals to be included as part of the Daylesford Foto Biennale '07. Closing dates for proposals will be advertised on the website

The selection panel's decision is final and no correspondence or discussion will be entered into.

There is no guarantee that all proposals will be accepted into either the main program or the umbrella program.

Daylesford Foto Biennale Inc. reserves the right to refuse the acceptance of any exhibition or event to be part of Daylesford Foto Biennale '07 without giving any reason.

Events

The Daylesford Foto Biennale '07 program will be made up of two kinds of events - main program events and umbrella program events.

Daylesford Foto Biennale '07 main program events:

Main program events will be staged in the major venues in Daylesford, Clunes, Creswick and Trentham

* Artists selected for the main program will be responsible for the making, delivery to the assigned venue, of the selected works, ready to hang, by the proscribed date as set out in the event memorandum of agreement.

* The Daylesford Foto Biennale '07 committee does not offer curatorial services, but will assist with the hanging of main program exhibitions in conjunction with the artist concerned by prior arrangement

* The artists will also be responsible for all insurance and framing of the submitted works.

* The artists will also be responsible for the collection of, or return freight of the works at the conclusion of the Daylesford Foto Biennale '07.

* The Daylesford Foto Biennale '07 committee will be responsible for the management of the event for the duration of the festival.

* The Daylesford Foto Biennale '07 committee will be responsible for the production of the main program catalogue, a prestigious production featuring images and essays on all the main program events.

* The Daylesford Foto Biennale '07 committee will also be responsible for the manning of main event venues [where applicable] venue signage, staging, marketing and publicity.

* The Daylesford Foto Biennale '07 committee reserves the right not to open any specific venue at an advertised time if insufficient volunteers are available to maintain that venue.

* The Daylesford Foto Biennale '07 committee offers all care but no responsibility for omissions or errors in the official program, main program and Daylesford Foto Biennale website

Daylesford Foto Biennale '07 umbrella program events:

[Events which are not invited to be part of the main program]

Umbrella program events will be staged at a range of venues throughout the Hepburn Shire. Note - some venues may charge a hire fee for the use of their space.

All umbrella events are subject to agreement between the venue and the artist - Not between the Daylesford Foto Biennale '07 and the artist except where the venue is being managed by the Daylesford Foto Biennale

* There is a registration fee for umbrella events. This fee must be paid by the due date to have your event included in the Festival program. The fee is \$220 including GST. This fee covers the cost of your official program entry, venue signage, and inclusion in Daylesford Foto Biennale '07 media and promotional materials. Closing dates for registrations will be advertised on the website.

* Genuine Hepburn Shire events which have open community access can apply for a waiver of the registration fee

* There is no refund of your registration fee if you cancel your event.

* If, in the case of you not being able to come to a suitable agreement with a venue, and a suitable replacement venue is unable to be found, the Daylesford Foto Biennale '07 committee will refund your registration fee in full.

* Umbrella program artists will be responsible for the making, delivery to their venue of the selected works, ready to hang, by the proscribed date .

* The artists will also be responsible the hanging and management of the event and for all insurance, freight and framing of the works.

*The artists will also be responsible for the breaking down and collection of, or return freight of the works at the conclusion of the Daylesford Foto Biennale '07 and returning the venue to its original state.

* Manning of umbrella exhibitions is subject to agreement between the venue and the artist - not the Daylesford Foto Biennale '07 and the artist except where the Daylesford Foto Biennale is managing the venue.

Venues

All venues wishing to participate in the Daylesford Foto Biennale'07 will have undergone a risk assessment review and signed a memorandum of agreement with the Daylesford Foto Biennale'07 committee.

Use of space for an umbrella program event is an agreement between the venue and the artist - not between the Daylesford Foto Biennale'07 committee and the artist. We have requested that venues use our standard Daylesford Foto Biennale'07 memorandum of agreement, but some venues may have a variance to this.

We will make a recommendation, based on your event proposal, as to where the Daylesford Foto Biennale'07 committee thinks your work will be best suited. It is then up to the individual event to negotiate use of the space. As soon as you have come to an agreement with a venue you must advise the Daylesford Foto Biennale'07 office and you will be invoiced for your registration fee.

Your participation in the Daylesford Foto Biennale'07 is not confirmed until your registration fee has been paid. The closing date for event registrations is November 24th 2006

Durations of exhibitions

All works must be available for display for the duration of Daylesford Foto Biennale'07 unless specifically approved for a shorter period, in writing, by the Festival Director.

Sales of works

Sale of artworks will be permitted during the Daylesford Foto Biennale'07. Terms of payment and sales commission percentage will vary from venue to venue, but will be stated in writing in your memorandum of agreement with your venue or memorandum of agreement with the Daylesford Foto Biennale '07 where applicable

Sold works may not be removed until the close of Daylesford Foto Biennale'07 or the advertised duration of the exhibition if for a shorter period.

Daylesford Foto Biennale Inc, save for official Daylesford Foto Biennale '07 merchandise, will not be responsible for merchandising associated with any Daylesford Foto Biennale '07 individual exhibition or event, nor will they act as sales or commission agent for any such merchandising without a prior written agreement.

Insurance

While all due care will be taken with artworks, the Daylesford Foto Biennale '07 Committee will not be responsible for any loss or damage suffered to any work in its possession or under its control and by signing the memorandum of agreement each entrant shall indemnify the Daylesford Foto Biennale Committee against loss or damage suffered by his or her art work.

Works submitted to be exhibited as part of the main program or umbrella program at the Daylesford Foto Biennale '07 will not be insured by the Daylesford Foto Biennale '07 Committee.

Insurance against theft or damage is the responsibility of the artist.

All Daylesford Foto Biennale '07 venues will be required to have a valid public liability Insurance cover for the duration of the Festival.

Freight

No payment will be made by the Daylesford Foto Biennale '07 Committee for freight or any other charge incurred in the delivery and/or return of any work submitted for exhibition in the Daylesford Foto Biennale '07

Copyright/ Permissions/ Rights to Reproduce

It is the responsibility of each event organiser to ensure that copyright permissions have been obtained for all works displayed, and that the Daylesford Foto Biennale'07committee is indemnified against any breach of copyright and/or usage

Each participant specifically permits and authorizes the Daylesford Foto Biennale '07 Committee to reproduce his or her art work by print or electronic media for publicity purposes, reports, catalogues and any other publications related to the exhibition as part of the Daylesford Foto Biennale '07. Due attribution will be made to the artist and copyright in all works remains with the copyright owner.

Adult Content

Any show which contains work which may be considered to be adult content must advise the Daylesford Foto Biennale '07 Committee so that it can be listed as such in the official program and on the website. Such shows must also display warning signs easily visible external to the exhibition.

Rights

The Daylesford Foto Biennale'07 committee reserves the right to close any event, which in the opinion of the committee, it may be deemed to be illegal, defamatory or offensive, or which may potentially besmirch the good name of the Daylesford Foto Biennale.



Daylesford Foto Biennale 2007 Participation Agreement

*note: this agreement is between the artist and the DFB'07 committee. Umbrella events will also need to conform to an agreement between themselves and their venue

Show name

Venue

Artist or person authorised by artist to sign

address.....

.....

tel mobile.....

email.....

I, the undersigned have read and understood the memorandum of understanding, and agree to participate in the Daylesford Foto Biennale 2007 subject to these terms and conditions.

I accept any legal consequences regarding the work, referred to above, submitted for display as part of the Daylesford Foto Biennale '07

In consideration of having the work accepted for participation in the Daylesford Foto Biennale '07.

I indemnify the Daylesford Foto Biennale '07 committee and their agents in relation to any claim, allegation or action arising from the acceptance and display of these works as part of the Daylesford Foto Biennale '07

signed

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