

CARMELITE PRIORY MDINA

Terms and conditions for art exhibitions

1. General Information and Conditions

Since 2008 the Carmelite Priory Mdina (CPM) serves the community by opening up its premises for spiritual, educational and cultural activities, including art exhibitions to engage in dialogue with our contemporary world aspiring to be an instrument of evangelization.

CPM premises are available to host temporary exhibitions for a maximum of 30 consecutive day per exhibition.

1.1 Application

- Applicant exhibitors and/or artists interested in exhibiting their own work and/or works of art in their possession, other than invited exhibitors by CPM are kindly asked to submit up to 3 photographic samples of the work (digital or in print), intended for the exhibition, an artist's/or exhibitor's statement, resume or biography and other supporting materials.
- Applicants will be informed on whether they have been accepted or not to exhibit in CPM premises.
- Hereafter in this agreement 'exhibitor' and 'artist' are used interchangeably. The 'Curator' is the Prior or Director of CPM.
-

1.2 Insurance

- CPM does not provide an insurance coverage for artwork exhibited within the premises.

1.3 Delivery/Inventory

- All artists exhibiting in CPM have sole responsibility for transporting their artwork to and from the exhibition.
- Shipped and/or hand delivered work must arrive at CPM premises by no later than a week before the opening of the exhibition.
- Due to finite storage space, it is imperative that all artwork be picked up on the appointed day. Any artwork not picked up by the 30th day after the close of the exhibition shall become the property of CPM and may be handled, stored or disposed of at the CPM's sole discretion.
- Artist will clearly identify each work. All works must be labeled on the back with the artist's name, title, medium, and dimensions (HxWxD). Artist will provide an inventory sheet with title, medium, and price at least one week prior to the exhibition opening.

1.4 Installation & Show

- Artists are encouraged to participate in the installation of their work. Any artwork not being installed by the artists must have instructions for, and/or on site direction of, the installation of artwork.

- Artists must ensure that two-dimensional artwork intended for wall display must be framed/mounted and have a wire cable or equivalent firmly attached to the back that can be hung from nails.
- Works on paper must be framed, mounted or wired, unless otherwise approved by the Curator.
- Three-dimensional works should be stable and secure. Artist and Curator shall agree upon requirements for, and provision of, display pedestals prior to installation of the exhibited artwork.
- If the exhibitor discovers a problem during set-up that appears to be overlooked, it must be reported to the Curator immediately as not to incur into damages of the artwork and premises.
- The CPM premises must be left completely clean. Fines are incurred if there is any damage to the premises. If the gallery is damaged during the installation or take-down of the exhibition, the one responsible for damage will be fined a minimum of 50 Euros.
- The Curator reserves the right to refuse any artwork that is too fragile, improperly prepared for exhibit, of cheap quality or overvalued.
- It is agreed by the artist that the exhibition will remain on display for the entire scheduled time.
- The Curator also reserves the right to review and screen, prior to opening, any exhibition or part thereof that may be deemed inappropriate for public display. The Artist(s) agrees that the judgment of the Curator, CPM and in this regard is final and further agrees not to contest or appeal such judgment. It is highly commendable that the artists/exhibitors, when possible, schedule their presence on site during the time of display to enhance the experience of visitors, interacting with them and facilitate also the sales of the exhibited artwork.

1.5 Announcements/Press Release

- Exhibition announcements shall be created by the artist, unless otherwise agreed upon with MCP. Press releases shall be created by the Curator and/or the exhibitor unless otherwise agreed upon.
- Curator and CPM may use photographs of exhibited artwork for publicity purposes both in print and in on-line sources (CPM website, facebook event page, etc...). Any announcements created by the exhibitor will be used only with prior written approval of the CPM & Curator.
- Each exhibitor will be responsible for mailing announcements from his/her own mailing list. Any advertising for the promotion of the program, such as newspaper releases, posters, tickets, and handbills must indicate the sponsoring agent. Any advertising or promotion of the event falls under the responsibility and discretion of the Curator, unless other arrangements have been made. In the latter case must any advertising or promotion of the event must be also discussed with the Curator beforehand.

1.6 Opening Reception

- Exhibition reception will be scheduled for the opening of the exhibition in agreement between the CPM and the exhibitor. The reception food must be catered by the exhibitor. No alcohol will be served at the reception, except for wine.

1.7 Sales

- Although sales are not stressed, it is recommended that works be listed for sale. The CPM takes a 20% commission from any sales directly resulting from the exhibition even after the exhibit closes. If works are not for sale, please mark "NFS". If work is sold before agreed time is over, work must remain exhibited at CPM, or be replaced with comparable work.

1.8 Remuneration

- Artist can choose to pay CPM 300 euros for the use of the premises, instead of adhering to provision 1.7 of this agreement.
- In case no sales have been made, artist will pay CPM 300 Euros for the use of the premises.
- CPM will issue fiscal receipts and invoices in any case (1.7 or 1.8).
- At the closure of the exhibition, artist shall leave to the CPM collection a work of art of his/her choice from the exhibition, which will remain on permanent display at CPM.

2 Terms & Conditions

Artist agrees to comply with all the rules, regulations and policies of the CPM. These terms and conditions are personal to the Artist and may not be assigned in whole or in part by Artist. Artist expressly waives all rights, claims and demands, and forever releases, discharges and holds harmless CPM, and the Curator, from any and all demands, claims, actions and causes of action arising from any cause whatsoever and arising directly or indirectly out of the exhibition, whether caused by artist's action or negligence or the action or negligence of the Curator, CPM, and any third parties. Artist agrees to indemnify and hold free and harmless, and defend the Curator and CPM from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, including attorneys fees, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature of artist or its officers, employees, agents and contractors, in connection with the exhibition, specifically including claims for infringement or misappropriation of a copyright, patent, trade secret or other third party proprietary right. The CPM make no representations or warranties about their condition or fitness or use for a particular purpose of the premises. Artist accepts the use of the CPM premises on an "as is" basis.

Any agreements/contracts with 3rd parties (such as company providing display units, photographers, catering provider, music provider, local council, etc...) are to be directly agreed on/contracted between the artist and the 3rd parties providing the services/products. Particular attention must be given to the GDPR

regulation. In this regard, the CPM shall not be held responsible for any breaches in relation to these agreements/contracts between the artist and the 3rd parties.

We will not disclose information about you to anyone outside the priory (unless permitted by law). The Maltese Carmelite Province will treat your personal information in accordance with the GDPR regulation to protect your privacy. Your information will not be retained for longer than necessary (unless permitted by law). Any queries may be addressed to the Data Protection Officer, Maltese Carmelite Province.

ARTIST: _____ DATE: ____/____/____

SIGNATURE: _____

CURATOR: _____ DATE: ____/____/____

SIGNATURE: _____

3. Artwork Release: Pickup & Drop off Agreement

ARTIST: _____ CONTACT

NAME: _____

ADDRESS: _____

CITY: _____ POST-CODE: _____

EMAIL: _____

PHONE: _____ MOBILE _____

Drop Off

_____ .
NUMBER OF PIECES DROPPED OFF: _____ (__)

LOCATION: _____

DATE: ____/____/____

The undersigned received the submitted artwork on ____/____/____ (tick where appropriate)

a. in pristine condition

b. damaged

CURATOR SIGNATURE: _____

The undersigned agrees to leave the submitted artwork at the CPM for the length of the exhibition. CPM will not be held responsible for any artwork left in the gallery before the agreed upon drop-off dates or after the agreed upon pick-up dates.

ARTIST SIGNATURE: _____

Pickup

NUMBER OF PIECES PICKED-UP: _____ ()

LOCATION: _____

DATE: _____

The undersigned released the artwork submitted to the artist on ____/____/____

CURATOR SIGNATURE: _____

I, the undersigned artist, have claimed my artwork on the date below and have found the work to be in the same condition as when it was originally left at the CPM.

ARTIST SIGNATURE: _____