

TERMS AND CONDITIONS

THE ARTIST (CLAUSE 0⁰) ● The artist(s) must be between 20 and 60 years old. Non-binary artist(s) must be between 20 and 30 years old. Male artist(s) can be of any age. ● The artist(s) born under horoscope signs: Sagittarius, Aries, Libra, Leo and Scorpio are preferred. ● The artist(s) who has an international upbringing, or is identified with LGBTQIA+ or is from a minority or marginalised community is preferred. However, the artist(s) shall not talk excessively about their minority or marginalised status in public. White male artists have no obligation to disclose their specific cultural background. (White female artists have no obligation to disclose their specific cultural background but may choose to do so to distance themselves from their whiteness.) ● The artist(s) must have social capital coming from a community of European cultural heritage. ● The artist(s) must have excellent written and spoken English. If not, the artist(s) must find a third party to communicate on their behalf in fluent English. ● The artist(s) must have excellent interpersonal skills. (White male artists are exempt.) ● The artist(s) must be available to reply to all emails in less than five minutes. ● The artist(s) must be ready to accept every opportunity (exhibitions, interviews, publications and job positions) offered to them. ● The artist(s) must have good comprehension of fashion and social trends in Western societies. ● The artist(s) must be resilient with high emotional capacity and stress tolerance. **WORKS (CLAUSE 1⁰)** ● The artist(s) work shall be finished, original and unique. The work may resemble works of other artists to the extent that there is no copyright dispute. They can be made of the same materials that other artists are using/have used. ● If the work contains materials which contribute to carbon footprint, or endangers the environment, the artist(s) must respond to criticism or protest brought by green activists. Please refer to the public dispute items in **CLAUSE 13**. ● The work must be presented in an aesthetic language which can be widely comprehended by the community from a European cultural heritage. ● The work should prioritize warm colours. ● The work can be cork, but its status as art must be dominant. ● The work can appear naive and raw, but it must include a statement to indicate the hidden philosophical concept or the implicit deep concern with socio-political issues. Alternatively, such work must suggest sophisticated production processes or the use of extravagant materials. ● The work must be informed by the European canon of art history and cultural traditions, as well as the history of British and North-American contemporary art. ● The work may draw on cultural practices that are not from the artists' own cultural heritage. In case of any disputes caused by cultural appropriation, please refer to **CLAUSE 13**. ● If the work is produced by artist(s) with marginalised status, the works must include content that directly reflects their identity. ● The content of the work must be accessible to the exhibition audience. The work must cater to the intellectual level of the audience. ● The work can be provocative and critical. However, the work shall not include content that may provoke conflict and arguments with any social or political parties that fund arts. The work must not be anti-western, anti-democracy or critique the government in any clear or concise way. ● The work must not directly address any partner organisations, associated brands, or advertisers. The work must not engage in illegal activities (or at least not be caught within the time frame of the statutes of limitation). The work can not cause any damage to the reputation of partner organisations or any party involved. The work should not be defamatory to a third person, especially those who are wealthy, or have a special protected social status. ● The exhibition agent reserves the right to make alterations to the work or cancel the exhibition if the work addresses the following items: **1)** Art institutions or commercial galleries other than the exhibition agent. **2)** Tobacco, alcohol, illicit drugs, or drug related paraphernalia (unless the exhibition agent is not sponsored by any companies that trade in these goods). **3)** Gambling (unless the work uses scratchy cards and there is no cash prize). **4)** Fossil fuels (oil). **5)** Behaviour which is illegal, or its legality is questionable (unless any illegal behaviour is performed in a fictional way and the artist(s) comply with the current statute of legal limitation). **6)** Suffering and violence (unless the artist(s) is male, and the content is directly applied to himself). **7)** Firearms or any dangerous products. **8)** Anything offensive or inappropriate (including but not limited to views on race, gender, sexual orientation, political views, religious beliefs, sport team alignment). **9)** Anything that could be considered hate speech. If the artist(s) and the exhibition agent cannot reach agreement regarding the above items, please refer to **CLAUSE 13**. ● The work must bring some benefit to the exhibition agent, either to their financial profits or cultural capital. **TERM (CLAUSE 2⁰)** ● The exhibition agent shall decide starting and finishing dates of production and exhibition. If the artist(s) cannot comply with the given schedule, the artist(s) must provide convincing reasons in a well-written and diplomatic email. (The following reasons will not be accepted as valid: **1)** Completing paid work outside of the artist(s) practice. **2)** Depression. **3)** Homelessness. **4)** The end of a family or close personal relation. **5)** Disruption caused by acts of Gods. For example, earthquake, flood, bush fire, famine, or power or internet outage. **6)** Re-scheduling of projects that results in them occurring concurrently. **7)** The artists' unexpected death. **8)** Family members involved in war. ^{*}This list is not exhausted. The exhibition agent reserves the right to not accept any other reasons offered by the artist(s). If any changes to the schedule are not caused by the artist(s), the artist(s) should comply with the new schedule and show sympathy for the unfortunate situation. ● The artist(s) is obliged to perform unremunerated overtime to complete the work and meet the agreed time frame. ● Sick leave is not applicable. If the artist(s) has acquired a natural illness (from outside their work, environment, or from a pre-existing condition) which requires medical attention and treatment during the agreed term, this artist(s) will receive warm-hearted verbal sympathy from the exhibition agent, and still be expected not to break the agreed term. ● An agreement on the term cannot be reached, the artist(s) will be excluded from the exhibition. **AGENCY (CLAUSE 3⁰)** ● The artist(s) must agree that the exhibition agent has exclusive rights to make decisions on the presentation of the work and the promotion of content and sales. These rights may include the creation of public profile content for the artist(s). The artist(s) must accept that the exhibition agent can use their own interpretation of the concepts of the work when communicating with the audience, patrons, and government agents. ● The artist(s) must show gratefulness and loyalty to the exhibition agent. The artist(s) is obliged to inform the exhibition agent about any other commissions, works or sales that the artist(s) is involved in. **EXHIBITIONS (CLAUSE 4⁰⁰)** ● The artist(s) shall agree with the exhibition agent on matters such as the number of works exhibited, which works are included in the exhibition, and how the works are presented. ● If the cultural politics or narrative of the exhibition are not from a western perspective, the artist(s) must provide additional public programs in English to educate the public so that they understand the context that the work is derived from, preferably providing free food. ● If not, the artist(s) should accept that they may be excluded from the exhibition and understand that their reputation as an artist may be ruined. **TRANSPORT OF WORKS (CLAUSE 5⁰)** ● The artist(s) must take the responsibility to pack the works in a safe and secure way for transporting them to the exhibition venue. ● The artist(s) is obligated to supply detailed instructions for packing the work, so that the exhibition agent can return the works. However, the exhibition agent reserves the right to not follow the given packing instruction. The exhibition agent is not responsible for any damage to the works during the return freight. The exhibition agent does not take responsibility for anchoring or holding the packing instructions. **INSTALLATION, DISPLAY AND MAINTENANCE OF WORKS (CLAUSE 6⁰⁰)** ● The artist(s) must be available to assist with the installation of the exhibited works and to solve any difficulties. ● If the work is damaged during the exhibition, the artist(s) must be available to repair the damage or assist the exhibition invigilator to mend the damage. ● The exhibition agent is not obliged to supply all the required installation equipment or disposables (for example, screws, nails, cable clips, etc.) The artist(s) is responsible for the required tools and materials and must make them available during the installation. ● The exhibition agent can negotiate special equipment loans for the installation and exhibition. ● The exhibition agent reserves the right to replace the required equipment with a substitute they feel is adequate. ● The exhibition agent may choose to negotiate exhibition maintenance with the artist(s). The plan for maintenance of works during the exhibition will be decided by the exhibition agent and shaped in accordance with the artist(s) career status, racial profile, and cultural capital. However, the exhibition agent reserves the right to adjust the maintenance plan according to the invigilator's capacity. **PRICE AND COMMISSION (CLAUSE 7⁰⁰)** ● The artist(s) is obliged to agree on the percentage of the income from the sales that the exhibition agent wants. ● The artist(s) may request an artist fee according to the industry standard from the exhibition agent. However, the exhibition agent reserves the right not to pay the industry rate and negotiate a different amount. If a dispute occurs over the artist fee, please refer to **CLAUSE 13**. **PAYMENT AND COSTS (CLAUSE 8⁰⁰)** ● The artist(s) must accept that their labour and time for the research and concept development will not be paid. ● The artist(s) must agree that they are a low priority in the payment process and expect to be paid only after the exhibition is complete. (The usual prioritized order for payments is: frame-maker, curator, admin staff, install crew, opening caterers, photographer, media manager, film crew, cleaners and gallery invigilators, then the artist(s). ● If the budget runs out before the end of the exhibition, the artist(s) must agree that the payment can be delayed by the exhibition agent and will be transferred anytime that is convenient to the exhibition agent. ● There will be no acknowledgement of the emotional labour of producing works. Emotional labour will not be remunerated for monetary equivalence. ● If the exhibition agent fails to pay the artist(s) for their labour and production, the artist(s) should accept that their labour and time have been taken as in-kind support. They should also be prepared to take their payment in the non-monetary value of joy that they receive from making art. Alternatively, they shall allow the exhibition agent to replace money owed with exposure to the public. **GOODS AND SERVICES TAX (CLAUSE 9⁰⁰)** ● If the artist(s) lives in Australia, the artist(s) is obliged to have an ABN. ● The artist(s) must pay tax on the received artist fee and the sales of the works. ● The artist(s) will not be paid superannuation. Any attempt by the artist(s) to cover superannuation in their fee will be rejected and the contract may be terminated. ● Professional practice in contemporary art does not include assisting artists to be professionally prepared for the industry. The artist(s) must submit their tax return themselves (even if they do it incorrectly) if they do not have financial capacity to bring in a third party to assist them. **INSURANCE AND INDEMNITY (CLAUSE 10⁰) a) HEALTH** ● The artist(s) should accept that it is most likely they will have to cover public liability insurance. The exhibition agent is not responsible for any injuries or harm incurred by the artist(s) during the production, installation, and exhibition. ● If the production of artworks causes negative health effects on the artist(s), it is their responsibility to manage their health condition through their own health insurance. ● If the work causes any injuries or harm to the audience, the cost involved in the aftermath shall be covered by the artists' public liability insurance. ● It is the artist(s) responsibility to have valid and appropriate health insurance. ● The artist(s) is not required to have, nor will institutions pay for adequate or compliant health and safety training. If the artist(s) chooses to seek out additional health and safety training, this will not be supported by the exhibition agent. ● The exhibition agent is willing to waive the artist's Australian Occupational Health & Safety legal protections, including the specialised laws of WA and VIC. It is preferred that the artist(s) does not have the legal knowledge or financial support to dispute the removal of their protections. **b) PROPERTY** ● The insurance for damages will only cover the cost of materials and not the value of the artwork. The valuation of the artist(s) works will not be done by the exhibition agent(s). Valuation will be completed solely by the artist(s) or at best, in consultation with their friends. It is preferred that the artist(s) devalue their works to assist in keeping insurance premiums down. **COPYRIGHT (CLAUSE 11⁰)** ● The artist(s) must clear all the copyright issues for works to be exhibited. ● The artist(s) must have the permission of, and written agreements with all persons who appear in the work. ● The artist(s) must credit all the direct references to other artists' works. ● If the artist(s) believes that the copyright of their work is violated by other artists, it is suggested that they ignore this to save money and energy. ● It is advised that the artist(s) does not attempt to appropriate copyright material unless they are of substantial renown, or able to break a deal with the copyright owner, or generate profit and interest for the original owner, or adequately afford the legal costs if a dispute arises. **PUBLICITY/ MARKETING (CLAUSE 12⁰)** ● The artist(s) must produce the materials that meet the requirements of the marketing department. The artist(s) will be the focus of marketing regardless of their feelings on this. ● The artist(s) must attend all the social events related to the exhibition. For example: preview drinks, drinks with patrons and donors, drinks with producers and curators, the opening of the exhibition and the after party/dinner of the opening. At these social events, the artist(s) should not talk to the 'wrong' people. ● The artist(s) must provide all answers to any interview questions. Answers cannot provoke conflicts or problematic discussions. The artist(s) must perform in the interview setting at the highest professional standard. Professional media training will not be provided. The artist(s) must provide professional photographic headshots at their own expense. The artist(s) must agree to participate in any photo shoot events that the exhibition agent requests or organises. ● The female artist(s) must accept that her gender will be emphasised in all promotional materials. ● The artist(s) must also agree to share their personal and family history with the audience as the exhibition agent requests. ● The artist(s) is obliged to contribute to a public program. The artist(s) must provide a written text promoting the exhibition and themselves at no cost to the paid marketing team. The artist(s) must accept that the marketing team reserves the right to edit the supplied copy or use the copy without edits in newsletters, on webpages and social media. ● If the marketing team requires additional content, the artist(s) is obliged to provide information expediently and without complaint to be used by the exhibition agent as if they had developed the content themselves. **DISPUTES (CLAUSE 13⁰⁰)** ● It is advised that the artist(s) meets the conditions below for the settlement of disputes. **a)** The artist(s) needs to have excellent skills in evaluating the power dynamic between the artist(s) and the exhibition agent. The artist(s) must have a clear idea of the potential gains and losses from the dispute. **b)** The artist(s) must have large social capital within the art industry. **c)** The artist(s) must have a large bank balance. ● For the duration of dispute resolution, the artist(s) shall not give the impression that he/she/they are a difficult person. ● All parties involved with the exhibition (other than the artist(s)) have the right to terminate their involvement at any point. ● If the artist(s) and the exhibition agent fail to reach an agreement on the listed items from **CLAUSE 2**, the exhibition agent has the right to terminate the agreement. ● The artist(s) can request a meeting to resolve any disagreements. The artist(s) can suggest a neutral mediator to help address the issues. The exhibition agent retains the right to make the final decisions on the termination of the exhibition agreement. ● If a dispute takes place between the artist(s) and the public, the exhibition agent has no responsibility to assist in the settlement of such disputes. The artist(s) should handle disputes by themselves, and not have the exhibition agent involved in any aspect. ● The exhibition agent is not expected to have the competency to identify cultural appropriation when producing the exhibition and selecting works to be exhibited. If any exhibited work is accused of cultural appropriation, the exhibition agent will not engage in the dispute. It is the artist(s) responsibility to resolve the dispute. If the work is made by White artist(s), it is suggested that they make a public announcement concerning the artistic decisions they have made in the production of the works. If non-White artists receive complaints about cultural appropriation from other non-White communities, it is suggested that the artist(s) attends to the dispute privately and avoids escalation into the public sphere. **SCOPE OF THE AGREEMENT (CLAUSE 14⁰⁰)** ● These terms and conditions will govern the whole of the artist(s) career. ● These terms and conditions have no geographic boundaries and will apply regardless of any state or territory that the artist(s) moves within. These terms and conditions are binding until seventy (70) years after the artist(s) death, or until the western neoliberal society is liberated by alien invaders. ● The artist(s) will not be bound by these terms and conditions when they no longer wish to be an artist(s). (However, it may continue affecting the person subconsciously for his/her/their entire life.) ● This contract was written with no consultation from the arts law council of Australia.

⊖ 0: is a confusing concept. Ash is not able to conceptualise that there was a time where 0 was not understood. However, Siying loves 0. She thinks 0 has a very cute appearance. 0 is a circle which does not have a beginning or an end. It is philosophical and represents all the meanings of Presence and Existence.

☐ 1: is mistreated. Ash feels like 1 now gets a bad rap for being part of the digital binary with 0.

☐ 4: is a popular number for Ash. Ash believes his life peaked at age 4, it has all been downhill since then.

☐ 6 and ☐ 9: Siying thinks that they are lucky numbers. They project an uplifting energy.

☐ 7: is a lucky number for Ash, but only in acknowledging that this is widely accepted as a lucky number. Ash wonders if it comes from the probability of rolling a 7 from two d6 dice.

☐ 8: is the number that Siying loathes. In her opinion, 8 represents a cultural cliché about Chinese luck and signifies the stereotypical gaze that the White/Chinese people cast on her Chinese cultural heritage.

☐ 13: is a devil-like number, which is agreed by both Siying and Ash.

☐ 14: is a taboo number for Siying. It means 'going to die' in Mandarin. However, it is Ash's favourite number because he is intuitively attracted to the combination of 1 and 4 in the order of 1 before 4.