

Saskatchewan Organization of Juried Group Exhibitions



Juried group exhibitions are exhibitions to which artists are invited to submit artwork, with the stipulation that the suitability of the work for exhibition will be decided by a one or multiple person jury. They may be organized by galleries of all types, as well as by any art-oriented organization. By the nature of juried group exhibitions, exhibition in them is usually competitive. Responsibility for successful involvement with juried exhibitions lies with both artist and organizer. This document sets out best practices intended to create conditions likely to lead to successful involvement.

Artists are responsible to be sure that the conditions of juried exhibitions meet the artist's expectation for professionalism, expertise, and satisfactory exhibition opportunity, and to carry out participation in a professional manner.

Organizers are responsible to ensure all necessary information is available to potential exhibitors, and that artists do not bear unusual costs for exhibiting, and that artists' copyright is protected and exhibition fees are paid.

Payment of entry fees is considered inappropriate to the exhibition of works by professional artists.

Payment of exhibition fees in accordance with the *CARFAC Minimum Exhibition Fee Schedule* is required.

This document outlines artists' and organizers' rights and responsibilities with regard to juried exhibitions.

This document sets out recommended standards for professional practice in the Saskatchewan visual arts and crafts sector.

The following organizations have endorsed this document:

- » CARFAC Saskatchewan
- » Museums Association of Saskatchewan
- » Organization of Saskatchewan Arts Councils
- » Saskatchewan Arts Alliance
- » Saskatchewan Arts Board
- » Saskatchewan Craft Council
- » Saskatchewan Cultural Industries Development Council
- » Saskatchewan Professional Art Galleries Association
- » Saskatchewan Publishers Group
- » SaskCulture

PROJECT FUNDING



This project is supported by the Creative Industries Growth and Sustainability Program which is made possible through funding provided to the Saskatchewan Arts Board by the Government of Saskatchewan through the Ministry of Tourism, Parks, Culture and Sport.

More best practice standards at
www.bestpracticestandards.ca

Copyright © CARFAC SASK 2010, all rights reserved on behalf of the Saskatchewan Best Practices project partners.

This project has been devised based on the "The Code of Practice for the Australian Visual Arts and Craft Sector" Edition 2, developed, commissioned and published by the National Association for the Visual Arts (NAVA).

1 ENTRY FEES

- 1.1 Payment of entry fees is considered inappropriate to the exhibition of works by professional artists.

2 EXHIBITION FEES

- 2.1 According to Canadian copyright legislation, artists in Canada are entitled to be paid exhibition fees for use of their work by public exhibition spaces, when the exhibition is not for purposes of sale or hire and when the work was produced after June 8, 1988. Practice dictates that artists are also paid exhibition fees for work produced before that date.

3 USE OF CONTRACTS

- 3.1 Written contracts must be used. The Saskatchewan Arts Professions Act requires a written contract between artists and engagers. The contract must include specific basic elements which are detailed in the **Checklist For Written Contracts**, provided by the Ministry of Tourism, Parks, Culture and Sport and appended to this document.

4 PREFERRED SUBMISSION FORMATS FOR LONG-DISTANCE ENTRIES

- 4.1 Where the artist may be required to bear the expense of shipping works over long distances or difficult routes, the use of slides or other appropriate documentation is considered the preferred submission format.

5 COSTS

- 5.1 Artists should bear only those costs normally associated with exhibiting in a public venue. These include framing (where appropriate), a sturdy, re-usable container for shipping, and insured shipping.
- 5.2 Costs of mounting the exhibition lie solely with the organizers.
- 5.3 Organizers' administrative costs include prospectuses, promotion including expenses for any receptions, costs of notifying re jury's decisions, etc.
- 5.4 Organizers' jurying costs may include jurying expenses, including juror's fee and per diem.
- 5.5 Organizers' insurance costs include insurance for artists' work at all times it is in the organizers' possession.

6 ARTISTS' RESPONSIBILITIES

- 6.1 Artists should make sure that conditions for exhibition meet the artist's expectations. These may include organizer and venue professionalism and jury expertise. The artist is the only person who can judge whether each exhibition meets his/her requirements for a satisfactory exhibition opportunity at the time the opportunity is available.
- 6.2 Artists are responsible for shipment of insured work(s) and/or visual documentation of works to the location of the jurying, properly packed in a sturdy, easily reusable container. Exhibition organizer(s) may also request that artists bear costs for return shipping of juried work. While this is not ideal, it is common. Hand deliveries and pickup of artwork are acceptable.

- 6.3 Artists are responsible for providing all information about submitted work that is requested in the exhibition prospectus and on entry forms.
- 6.4 Artists are responsible for making all insurance claims on works lost or damaged while under care of insurers contracted by the artist, including while in transit both to and from the location of jurying.

7 ORGANIZERS' RESPONSIBILITIES

- 7.1 Organizers should send out and/or make available Calls for Submission and forms well in advance of submission deadlines. Recommended notice for national and inter-regional exhibitions or for major regional exhibitions (i.e. province-wide or large geographic regions) is at least 3 months; for local exhibitions at least 2 months notice should be given.
- 7.2 Prospectuses should include complete information such as: names of jurors, fees paid to exhibiting artists, restrictions as to media, format, and eligibility; policy on insurance including for artwork that is damaged, lost, or destroyed while in the organizers' possession; awards if any and criteria for same; itinerary if exhibition is travelling, and return dates of works to the artist.
- 7.3 Organizers should provide entry forms to artists whose work is submitted. Entry forms should include information identifying the artist and the work, plus declared value of the work, normally fair market value.

- 7.4 Organizers should insure works at full declared value from the time of receipt until they are returned to the artist.
- 7.5 Organizers should professionally unpack and repack works in their original containers unless other arrangements were made, or as required by the organizer's insurers.
- 7.6 Organizers are responsible to maintain an armslength relationship with the jury, and not to exercise any influence over the jury's decisions.
- 7.7 Organizers should notify artists promptly about the jury's decision on submitted works.
- 7.8 Organizers are responsible for protection of artists' copyright on all submitted and exhibited works. Any use of the artist's copyright should be arranged with the artist in advance, in writing. The terms of any artist's affiliation with a copyright collective must be considered when contracts are being developed. All artists/collaborators must be credited for their work.
- 7.9 Organizers should pay the entire exhibition fee to the artist, ideally within 30 days of the opening date of the exhibition. For touring exhibitions, the originating gallery is responsible for payment of the fee.
- 7.10 Organizers should pay any and all awards to artists, ideally within 30 days of the award. Where artwork is for sale in the juried exhibition, the organizer is responsible for payment to the artist of all monies owing on sales, ideally within 30 days of the date of sale.
- 7.11 Organizers should consider providing directly to the artist copies of all printed promotion (invitations, catalogue, poster, press releases) as well as any exhibition reviews, etc.
- 7.12 If artwork is to be sold, the Industry Standards/ Best Practices for Saskatchewan Commercial Galleries and Artists should be used.

8 DAMAGED, LOST, OR DESTROYED WORKS

- 8.1 Works should be inspected upon arrival for damages and written condition report made.
- 8.2 The artist or organizer should be notified immediately if work is received in damaged condition. If shipped work is received in damaged containers, such damaged items should be returned pending claims on the insurer, or the receiver may, with the sender's permission, unpack the damaged container with the understanding that no claims for damage to the work will be made against the receiver for the unpacking.
- 8.3 The organizer should maintain the artwork in the condition received.
- 8.4 Where artwork is damaged, lost, or destroyed while in the organizer's care, the organizer's policy on insurance, as outlined in the exhibition prospectus, will apply.

CHECK LIST FOR WRITTEN CONTRACTS

provided by the Saskatchewan Ministry of Tourism, Parks, Culture & Sport (2009-06)

www.tpcs.gov.sk.ca/arts-professions-act

The *Arts Professions Act* increases protection for artists and their intellectual property by requiring written contracts between those who engage the services of artists and the artists themselves. The legislation requires the following basic elements be included in each contract:

- the legal names of the engager and the professional artist;
- the effective date of the contract;
- the work, production or enterprise that forms the object of the contract;
- the financial consideration due to the professional artist and the terms and conditions of payment, including the date of the delivery of the work or production or the conduct of the enterprise and the date of the delivery of payment;
- the frequency with which the engager shall report to the professional artist on the transactions made with respect to the work, production or enterprise that is subject to the contract and for which financial consideration remains owing after the contract is entered into;
- the notice and, if applicable, the compensation required if either the engager or the professional artist terminates the contract before its completion;
- dispute resolution mechanisms;
- any transfer of right and any grant of licence consented to by the professional artist, including:
 - a. the purposes of the transfer of right or grant of licence;
 - b. the term of the transfer of right or grant of licence; and
 - c. the jurisdiction in which the transfer of right or grant of licence applies;
- whether any licence granted to an engager is transferable to a third party;
- any limitations on the use of the work or production or the conduct of the enterprise.
- if applicable, any waiver of moral rights within the meaning of section 14.1 of *The Copyright Act* (Canada); and
- in the case of a contract between an engager and an Aboriginal professional artist, the protocols respecting the use of Aboriginal symbols or artifacts or matters of importance to Aboriginal people.

ADDITIONAL CHECK LIST FOR WRITTEN CONTRACTS

If a written contract entered into reserves an exclusive right of the engager over any future use of the work or production of the professional artist, the contract must include the following elements in addition to the elements listed above:

- a description of the work or production;
- a description of the process that the professional artist must follow to terminate the contract after the expiration of a specified period;
- a date on which any exclusive right of the engager over any future use of the work or production of the professional artist or any right of the engager to the work or production expires; and
- any additional elements prescribed in the regulations (at this time there are none).