

Brisbane Art Design

7 – 30 May 2021

Event Proposal Form

TERMS AND CONDITIONS

1. Aims

- 1.1 The Applicant wishes to participate in Brisbane Art Design 2021 as detailed in this Event Proposal form.
- 1.2 By submitting an Event Proposal to be considered for inclusion in Brisbane Art Design 2021 you are agreeing to these Terms and Conditions.
- 1.3 These Terms and Conditions are for the period from the date of submission of your Event Proposal until 30 June 2021.
- 1.4 These Terms and Conditions are agreed between the Applicant specified as Organisation in Section 1. of the Event Proposal and the Museum of Brisbane Pty Ltd, ABN 52 098 223 413, Level 3, City Hall King George Square.
- 1.5 If the Event Proposal does not comply with these Terms and Conditions, it will not be considered.
- 1.6 The Applicant agrees by submitting an Event Proposal that they have read, understand and accept these Terms and Conditions.

2. Definitions and Interpretations

- 2.1 **Event Proposal** means the proposal for exhibition(s) or event(s) that the Applicant has submitted for Brisbane Art Design 2021.
- 2.2 **Applicant** means the artist(s), business(s), organisation(s) or individuals who are submitting this Event Proposal.
- 2.3 **Venue** means the physical location(s) that the Event is proposed to take place as detailed in the Event Proposal.
- 2.4 **Event** means the exhibit(s), event(s) or program(s) which the Applicant will organise, produce and show for inclusion in Brisbane Art Design 2021 under the Title as shown on the Event Proposal.
- 2.5 **Museum of Brisbane** in this document refers to the Museum of Brisbane Pty Ltd, ("MoB").
- 2.6 **Intellectual Property** means any industrial and intellectual property rights including:
 - (a) any copyright including future copyright, registered or unregistered trademarks or service marks, trade names, brand names, registered or unregistered designs, commercial names, database rights, and
 - (b) the right to apply for any industrial and intellectual property, and
 - (c) any other similar or analogous rights and intellectual or industrial rights whether now existing or which come into existence in the future.
- 2.7 **Brisbane Art Design 2021** means the city-wide program of events which will take place across Brisbane from 7 - 30 May 2021.

3. Responsibility of Applicant

- 3.1. An Applicant is not a confirmed participant in Brisbane Art Design 2021 until their Event Proposal is approved by MoB as a Partner Venue for BAD 2021.
- 3.2. Applicant must provide all necessary detail in relation to their proposed Event in a timely manner. MoB reserves the right to exclude any Event from the Brisbane Art Design 2021 program which provides incorrect or late event information.
- 3.3. No responsibility is assumed for lost or late Event Proposals or corrupted digital files.
- 3.4. The Applicant warrants to MoB that their Event Proposal does not infringe any intellectual property rights of any other person (including copyright or design, patent or moral rights). By submitting an Event Proposal, the Applicant agrees to indemnify MoB from any breach of this warranty.
- 3.5. All Applicants give permission for MoB to use submitted images and images of artists/designers on the Brisbane Art Design 2021 website, in publicity campaigns and in promotional material for Brisbane Art Design 2021 at no cost to MoB. Where possible MoB will credit the image however particular media formats may have limited space for credits.
- 3.6. Event Proposals must meet all applicable National and State legislation and regulations in relation to Work Health and Safety and other Australian Standards.
- 3.7. The Approved Applicant agrees to;
 - (a) produce and run the Event at its own cost (including the provision of all insurances) and do all things necessary to ensure that the Event is run as scheduled and that the content reflects the brief detailed in the Event Proposal, and
 - (b) provide a post event report including attendance figures and feedback for the Event to the MoB within two weeks of the conclusion of Brisbane Art Design 2021. This information is crucial for the planning and management of future Brisbane Art Design Events as well as fulfilling reporting obligations to Brisbane Art Design 2021 stakeholders, and
 - (c) promote the Event using the Brisbane Art Design 2021 branding supplied by MoB acknowledging it in all marketing material, media releases and website, including the logo and any other wording requested by MoB,
 - (d) explore other mutually beneficial cross marketing opportunities, and
 - (e) display Brisbane Art Design 2021 signage at the Event, and
 - (f) provide MoB with the appropriate information, text and images for marketing purposes in a timely manner as advised by MoB staff. Should the Applicant not meet these deadlines, MoB reserves the right to remove material relating to the Event.
 - (g) the size, placement and order of appearance of any Event appearing in Brisbane Art Design 2021 promotional material being at the discretion of MoB and that final approval lies entirely with MoB, and
 - (h) ensure that MoB may use, publicise and reproduce any of the Applicant's promotional materials to promote Brisbane Art Design 2021.

- 3.8. The Applicant acknowledges that MoB will not acknowledge the Applicant's sponsors in any marketing or promotional material relating to Brisbane Art Design 2021.
 - 3.9. The Applicant warrants that, for the Term of the Event, its operations are compliant with the Venue's current COVID-19 Safety Plan and all relevant State/Territory COVID-19 regulations.
4. Responsibilities of MoB
 - 4.1. In acknowledgement of the Applicant's contribution to Brisbane Art Design 2021, MoB agrees to feature the Event on the official Brisbane Art Design 2021 website and acknowledge the Applicant as a 'Partner Venue' of Brisbane Art Design 2021. MoB will be responsible for coordinating and promoting Brisbane Art Design 2021, and for including the Applicant's Event in the marketing and promotional material.
 - 4.2. MoB reserves the right to exclude acknowledgements or event details if the Applicant does not strictly adhere to copy deadlines.

5. Intellectual Property Rights

- 5.1 Applicant grants MoB, for the period of Brisbane Art Design 2021, a royalty-free license to use the Applicants Intellectual Property where appropriate in publications, communications, advertisements, newspaper inserts, invitations, and in all appropriate signage in relation to Brisbane Art Design 2021 and the Event.
- 5.2 MoB grants the Applicant, for the period of Brisbane Art Design 2021, a royalty-free license to use the Brisbane Art Design 2021 Intellectual Property where appropriate in publications, communications, advertisements, newspaper inserts, invitations, and in all appropriate signage in relation to Brisbane Art Design 2021 and the Event.
- 5.3 MoB and the Applicant must obtain prior written approval for any proposed use of the other parties Intellectual Property for the Event.
- 5.4 The Applicant represents that the Intellectual Property submitted by the Applicant, to be used for the Event does not infringe any Intellectual Property of any third party.
- 5.5 In no event will either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages (including but not limited to loss of profits, third party use of Intellectual Property, business or revenue) arising out of any performance of these Terms and Conditions, regardless of whether such damages are based on tort, warranty, contract or any other legal theory, even if advised of the possibility of such damages or if such loss ought reasonably to have been in the contemplation of both parties under these Terms and Conditions.

6 Copyright

- 6.1 Copyright Licence - This Agreement includes a limited non-exclusive copyright licence section, (see clause 6,2), authorising MoB to reproduce the content supplied by the Applicant for publicity, promotional and archival purposes. The licence is limited to the types of reproductions specified in these Terms and Conditions. The licence is

non-exclusive as the Applicant retains the rights and may license the content to other parties as well as to the MoB. MoB will not pay a fee for reproducing the content under this licence. MoB will negotiate with the Applicant should it wish to use a reproduction of the work for shop merchandise or commercial purposes, or for any purpose outside the scope of the licence.

6.2 Limited Non-Exclusive Copyright Licence

- (a) The Applicant grants MoB a limited non-exclusive copyright licence to reproduce images of the works listed in this Event Proposal under these Terms and Conditions to promote Brisbane Art Design 2021.
- (b) Such reproductions may be:
 - i. made in any medium, now in existence or hereafter developed, including but not limited to brochures, posters, postcards, educational materials, websites, didactic displays, advertisements, promotional materials and press kits
 - ii. used by or on behalf of MoB for the purposes of maintaining an archival record of Brisbane Art Design 2021, research, study, criticism and review, and providing them to individuals or organisations for such purposes and for inclusion in any documentation of Brisbane Art Design 2021. The Applicant will be identified as the creator of the work(s) unless other credits are provided.
 - iii. The Applicant warrants that they own the copyright in the work(s) and in the images of the work(s) unless specified otherwise.

7 Insurance and Indemnity

- 7.1 The Applicant indemnifies MoB and its stakeholders from and against all liability, loss, expense, cost, damages, physical injury (including death) or damage to property arising directly or indirectly out of any act or omission of the Applicant done in connection with or arising out of these Terms and Conditions.
- 7.2 The Applicant must effect and maintain a public liability insurance policy for not less than \$20,000,000 and in terms satisfactory to MoB covering MoB and the Applicant's respective rights, interests and liabilities to third parties including the liability of the Applicant to MoB.
- 7.3 If requested by MoB in writing, the Applicant must immediately provide, or procure provision of evidence, to MoB's reasonable satisfaction, that the Applicant or its or its assignees (as applicable) have obtained and maintains such insurance.

8. Termination allowances

- 8.1 These Terms and Conditions shall immediately be terminated should the Applicant not maintain adequate insurance cover as detailed in clause 7.1, 7.2, 7.3 during the Event.
- 8.2 Either party may terminate the arrangements set out in these Terms and Conditions for breach by the other party after giving the other party at least 7 days prior written notice specifying the nature of the breach and giving the other party no less than 7 days to cure such breach. In the event such breach remains uncured at the end of

the 7-day notice period, these Terms and Conditions shall cease to apply forthwith unless otherwise agreed by the parties in writing.

9. Dispute resolution

- 9.1 Both parties agree to these Terms and Conditions with a spirit of goodwill. In the event of a dispute that may arise beyond the scope of these Terms and Conditions, the issue will be resolved by a meeting to be held between the Applicant and the Management of MoB. This meeting must be convened within 30 days of the dispute notification.
- 9.2 If an agreement cannot be reached at that meeting, then the dispute will be referred to mediation. The mediator is to be nominated by the Management of MoB.

10. Governing law

- 10.1 These Terms and Conditions are governed by the laws of Queensland and the parties irrevocably submit to the jurisdiction of the Courts of that State.