

Glasgow International 2018: **INSERT DATES** (“the **Festival**”) – Across the City programme

Dear XX,

Culture and Sport Glasgow, a company which is a charity (Scottish Charity Number SC037844) incorporated under the Companies Acts and limited by guarantee (with registered number SC313851), having its registered office at 220 High Street, Glasgow G4 0QW and operating under the name ‘Glasgow Life’ (for the purposes of this Agreement “**Glasgow International**”),

Glasgow International confirms your participation as part of the Festival’s Across the City programme. As part of Across the City programme, Glasgow International will include details of the Venue, Artist, and Artwork ( hereinafter defined in Annex attached) - as supplied by the Artist or the Producer .) - in event literature, including the Glasgow International website and Festival guide, under the heading ‘**Across the City**’.

Please note that Glasgow International takes no responsibility for your element of Across the City Programme. In particular you warrant that:

1. The Venue is suitable in all respects for display of the Artwork to the general public, including but not limited to compliance with any licensing, all relevant health and safety requirements, and any other relevant law;
2. The Venue has adequate public liability insurance;
3. The Producer has authority to enter into this agreement on behalf of the Artist, and any necessary licences and consents for the display of the Artwork have been obtained;
4. The Producer will at all times bear any risk of loss or damage to the Artwork, whether in a completed or uncompleted state. It shall be the Producer’s responsibility to obtain any insurance the Producer feels necessary in relation to the Artwork;
5. The Artwork is original to you, or you have all necessary permissions from the owner of all intellectual property in the Artwork, and its display as part of the Across the City programme will not prejudice any third party rights;
6. The Producer warrants that the Artwork will be displayed, free of charge to the general public, in **VENUE NAME AND ADDRESS** (“the **Venue**”) seven days a week (including one late opening until at least 8pm per week) during the dates specified in the Annex;
7. All and any materials used in the production of the Artwork have been imported in accordance with all applicable laws including, but not limited to, the Convention on International Trade in Endangered Species of Wild Fauna and Flora CITES policy (or its equivalent in the country of

origin) and that the materials have not been used in a way which is illegal, inappropriate, or morally reprehensible;

8. The Producer further warrants that:

8.1. The Producer shall be responsible for submitting marketing, publicity and web information, together with relevant images no later than **INSERT DATES;**

8.2. The Producer shall ensure that the Artwork is fully prepared and on display in the Venue by no later than **INSERT TIME** on **INSERT DATES** to enable Glasgow Life to undertake all such photo and video documentation as Glasgow Life may require. In addition, the Producer shall make the Venue available for such press visits and preview shows as Glasgow Life may require.

8.3. The Producer shall ensure that Glasgow Life receives appropriate acknowledgement, and in this regard the Artwork shall be accompanied by the following credit during the Festival:

“Programmed as part of Glasgow International 2018”

8.4. The Producer shall undertake all documentation of the Artwork for submission as part of the Evaluation, including, but not limited to, photography of the Artwork, photography of the installation or exhibition, video or audio recording of the Event and submission of marketing and other print materials.

8.5. The Producer shall complete the Evaluation, in such form as shall be advised by Glasgow Life, by no later than **INSERT DATE.**

By participating in the Festival you hereby fully and effectively indemnify Glasgow Life against all and any losses, liabilities, costs, claims, actions, proceedings, decrees or judgments made, brought or established against Glasgow Life in relation to your participation in the Across the City programme.

Please sign below, to confirm your agreement to the foregoing and RETURN ONE COPY of this letter to: Emma Flynn, Festival Coordinator, Glasgow International Festival of Visual Art, Trongate 103, Glasgow G1 5HD.

The other copy should be retained for your own records.

Yours sincerely,

Karen Shaw

Festival Manager

Read and agreed by:

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Witness Signature

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

DRAFT

ANNEX

This is the Brief referred to in the foregoing Terms and Conditions between Glasgow Life and [Insert Name].

The Artist:

[Insert Name]

The Brief:

Description of the Artwork

Artwork description

Venue and Dates: To be inserted