

JOINT VENTURE AGREEMENT

Gallery Partner & Regional Promoter

Maisie Picked a Daisy — Group Painting Exhibition

Gallery (Partner)	[Full legal name of gallery / gallery operator entity]
Exhibition Organiser	[Full legal name of organiser]
Gallery premises	[Full address — primary exhibition location]
Additional satellite venues	[List if applicable, or 'as per Schedule 1']
Activation Period	[Commencement date] to [End date]
Gallery's Territory	[City / region / market the Gallery promotes within]
Agreement date	Effective from date of last signature below

This Joint Venture Agreement recognises the Gallery as both an exhibition host and an active Promoter within its community and collector market. The Gallery brings not only its physical space but its curatorial reputation, audience relationships, and local market knowledge — contributions that are explicitly valued and rewarded in this Agreement. Both parties should obtain independent legal advice before signing.

Part A — Preliminary Matters

1. Parties, Background, and Purpose

The Organiser is producing 'Maisie Picked a Daisy', an international group painting exhibition that seeks to place artworks in culturally significant venues that bring genuine community context and collector engagement to the Exhibition.

The Gallery is an established art gallery with deep roots in its local arts community, an existing collector and audience base, curatorial credibility, and active marketing channels reaching buyers and arts audiences in its Territory. The Gallery's willingness to host and actively promote the Exhibition is a material commercial contribution to the Exhibition's success — not merely the provision of wall space.

The parties enter this Joint Venture Agreement to formalise how they will work together, share revenue, and co-promote the Exhibition within the Gallery's Territory, in a manner that honours the Gallery's standing as a Promoter and not simply a venue.

2. Definitions

- "Agreement" means this Joint Venture Agreement and all Schedules.
- "Artworks" means paintings and related works submitted by participating artists for display and potential sale during the Exhibition.
- "Collector Base" means the Gallery's existing database of collectors, patrons, and arts supporters, as developed independently by the Gallery prior to and during this Agreement.
- "Exhibition" means the group painting exhibition titled "Maisie Picked a Daisy" and all associated events at the Gallery Premises during the Activation Period.
- "Gallery Premises" means the space(s) described in Schedule 1, owned or operated by the Gallery.
- "Gross Sales Revenue" means the total sale price of all Artworks sold through or attributable to the Exhibition, before commission splits.
- "Gallery Promoter Commission" means the Gallery's share of Gross Sales Revenue in its role as both host venue and active Promoter, as set out in Schedule 2.
- "Promoter Activities" means the Gallery's active marketing, outreach, and audience engagement obligations under Part D of this Agreement.
- "Promoter Territory" means the geographic and/or sector market described in Schedule 1 within which the Gallery operates as the Organiser's exclusive local Promoter.
- "Private View" means an invitation-only preview event for the Gallery's Collector Base and invited guests, held prior to the public opening.
- "Satellite Exhibition" means any secondary display of Artworks at a location outside the Gallery Premises, agreed in writing between the parties.
- "Territory Exclusivity Period" means the period during which no other gallery in the Promoter Territory may be engaged by the Organiser for the Exhibition, as specified in Schedule 1.

Part B — Joint Venture Structure and Contributions

3. Nature of the Joint Venture

3.1 Not a lease or employment

This Agreement constitutes a joint venture for the limited purpose of the Exhibition. It does not create a lease, tenancy, partnership, agency, franchise, or employment relationship. The Gallery retains full operational control of its premises and business. The Organiser is not a tenant.

3.2 Dual role of the Gallery

The Gallery participates in this Joint Venture in two distinct capacities: (a) as Host — providing its physical premises, infrastructure, and operational environment for the Exhibition; and (b) as Promoter — actively marketing and promoting the Exhibition to its Collector Base, community networks, and within its Promoter Territory. Both capacities are recognised and rewarded in the Gallery Promoter Commission structure.

4. Gallery's Contributions

4.1 Physical contribution

The Gallery contributes: exhibition-quality wall and floor space as described in Schedule 1; appropriate lighting, climate control, and security for the safe display of Artworks; front-of-house staffing during opening hours; existing AV and presentation infrastructure (as listed in Schedule 1); and a professional exhibition environment consistent with the Gallery's established standard.

4.2 Curatorial contribution

The Gallery may contribute curatorial input to the selection and presentation of Artworks, working collaboratively with the Organiser. The parties will agree the extent of the Gallery's curatorial involvement in writing before the Exhibition opens. The Gallery's curatorial reputation and standing in the arts community is acknowledged as adding material value to the Exhibition.

4.3 Promoter contribution

The Gallery contributes, in its capacity as Promoter: active outreach to its Collector Base via the channels listed in Schedule 3; co-hosting of the Private View event; public advocacy for the Exhibition within the arts community; coordination with local arts media, critics, and influencers; and promotion of the Exhibition through the Gallery's established social media, e-newsletter, and community channels.

4.4 Relationship capital

The parties acknowledge that the Gallery's existing relationships — with collectors, curators, critics, local arts organisations, and community stakeholders — represent relationship capital that is a genuine commercial contribution to the Exhibition. This contribution is reflected in the Gallery Promoter Commission rate, which is set at a higher level than would apply to a passive venue provider.

5. Organiser's Contributions

5.1 Exhibition production

The Organiser contributes: full curatorial direction and final selection of Artworks; all artist agreements, logistics, and management; national and international marketing strategy and collateral; Exhibition catalogue design and production; sales management, buyer relations, and payment processing for all Artwork sales; and delivery of the Exhibition to an agreed standard.

5.2 Financial contribution

The Organiser bears all costs of producing the Exhibition (artist logistics, catalogue, national marketing) unless specific costs are shared as agreed in Schedule 2. The Organiser does not charge the Gallery a participation fee. The Organiser's return is solely from the Organiser's share of Gross Sales Revenue.

Part C — Promoter Territory and Exclusivity

6. Territory Grant

6.1 Appointment as Promoter

The Organiser appoints the Gallery as its exclusive Promoter for the Exhibition within the Promoter Territory for the Territory Exclusivity Period. This means the Organiser will not engage, approach, or authorise any other gallery, venue, or commercial partner within the Promoter Territory to host or promote the Exhibition during that period without the Gallery's prior written consent.

6.2 Scope of territory

The Promoter Territory is defined in Schedule 1. It may be defined by geographic area (suburb, city, region), by sector (e.g. a specific collector demographic or institutional network), or both. The parties agree the Territory definition reflects where the Gallery's relationships and promotional reach are genuinely active.

6.3 Satellite exhibitions within Territory

If the parties agree that Artworks or Exhibition elements should be presented at a secondary location within the Promoter Territory (a Satellite Exhibition), the Gallery acts as Promoter for that Satellite Exhibition as well, and its Gallery Promoter Commission applies to sales arising from it.

6.4 Territory following termination

If this Agreement is terminated for any reason other than the Gallery's material breach, the Organiser agrees not to engage another gallery within the Promoter Territory for a period of [90] days following termination, to protect the Gallery's community relationships.

7. Exclusivity Obligations

7.1 Gallery's reciprocal commitment

In consideration of the territorial exclusivity, the Gallery agrees not to host or actively promote a directly competing group painting exhibition with a substantially similar theme during the Activation Period without the Organiser's written consent.

7.2 Referrals

If the Gallery receives an enquiry from a collector, buyer, or media contact in relation to the Exhibition and refers that person to the Organiser or facilitates a sale, that referral and any resulting sale is attributed to the Gallery for commission purposes, regardless of where the final transaction occurs, provided the referral is documented in writing at the time.

Part D — Promoter Obligations and Marketing

8. Gallery's Promoter Obligations

In its capacity as Promoter, the Gallery commits to the following minimum activities:

8.1 Collector Base Outreach

- Send a minimum of [2] dedicated email communications to the full Collector Base database before and during the Exhibition.
- Personally contact [top X] collector relationships by phone or private message to extend personal invitations to the Private View.
- Maintain a curated waiting list for collectors seeking first access to specific Artworks or artist work.

8.2 Private View

- Co-host a Private View event for the Gallery's Collector Base prior to the public opening, in a format agreed with the Organiser.
- The Private View is the Gallery's signature activation moment — the Gallery has full creative authority over the event format, guest list curation, and atmosphere, subject to the Organiser's involvement as agreed.
- Sales made at the Private View are attributed to the Gallery for commission purposes.

8.3 Public and Media Promotion

- Publish Exhibition details prominently on the Gallery website for the full Activation Period.
- Post a minimum of [X] social media items per week across the Gallery's active channels, featuring the Exhibition.
- Distribute Exhibition press materials to the Gallery's media contacts in the Promoter Territory.
- Include the Exhibition in the Gallery's regular e-newsletter for the full duration.
- Actively pitch the Exhibition to local arts media, critics, and cultural journalists known to the Gallery.

8.4 Community Engagement

- Liaise with local arts organisations, collector clubs, corporate art buyers, and cultural institutions within the Promoter Territory to promote the Exhibition.
- Represent the Exhibition at any relevant art fairs, openings, or community events during the Activation Period where the Gallery has an existing presence.
- Facilitate introductions between the Organiser and key community stakeholders at the Gallery's discretion.

9. Organiser's Marketing Support

9.1 National materials

The Organiser will supply the Gallery with: high-resolution Exhibition images and catalogue; professionally designed digital and print marketing assets in the Gallery's preferred formats; approved copy for press releases and social media; and artist biographical materials and statements.

9.2 Co-branding

All Exhibition marketing produced by the Organiser will credit the Gallery as 'Gallery Partner and [Territory] Promoter' or such other agreed form of credit. The Gallery's logo and branding will appear prominently in all materials distributed within the Promoter Territory.

9.3 Promotional budget

Any agreed joint marketing budget for the Promoter Territory is set out in Schedule 2. Where the Gallery incurs pre-approved promotional costs beyond its standard operational marketing, those costs are reimbursed from JV Revenue before the commission split, as specified in Schedule 2.

Part E — Financial Terms

10. Gallery Promoter Commission

10.1 Commission rate

In recognition of the Gallery's dual role as Host and Promoter, the Gallery Promoter Commission is []% of Gross Sales Revenue from all Artworks sold through or attributable to the Exhibition during the Activation Period. This rate is higher than a standard venue commission and reflects the Gallery's active Promoter contribution.

10.2 Private View sales

Sales made at or directly following the Private View (within [48] hours, to guests who attended) are attributed to the Gallery and attract the full Gallery Promoter Commission regardless of whether the final transaction is processed by the Gallery or the Organiser.

10.3 Referred sales

Sales to buyers referred by the Gallery, as documented in clause 7.2, attract the full Gallery Promoter Commission even if the final transaction occurs outside the Gallery Premises.

10.4 Online and catalogue sales

Where an Artwork is sold via the Exhibition's online presence or catalogue and the buyer is demonstrably from the Promoter Territory (based on billing address or buyer self-identification), []% of the standard commission applies to the Gallery. Methodology for attribution is agreed in Schedule 2.

10.5 No gallery participation fee

The Organiser does not charge the Gallery a participation fee, hanging fee, or venue hire contribution. The Gallery's return is entirely from the Gallery Promoter Commission structure above.

11. Accounting and Payment

11.1 Sales records

The Organiser maintains full records of all Artwork sales, buyer details, and attributions. The Gallery may audit these records on [14] days notice at any time during or within 12 months after the Exhibition.

11.2 Revenue Statement

Within [14] days of the close of the Exhibition, the Organiser provides the Gallery with a written Revenue Statement showing: Gross Sales Revenue; attribution breakdown (Gallery-attributed vs other); Gallery Promoter Commission calculation; any agreed deductions; and amount payable.

11.3 Payment

Payment of the Gallery Promoter Commission is made within [21] days of the Revenue Statement, by bank transfer to the account nominated in Schedule 2.

11.4 Disputed attribution

If the Gallery disputes an attribution, both parties will review contemporaneous records (referral emails, buyer registration, attendance records) within [14] days. The Organiser's

decision, acting reasonably and in good faith, is final for amounts under [AUD \$500]. Larger disputed amounts may be referred to mediation.

12. Artwork Pricing and Sales Authority

12.1 Pricing authority

Artwork prices are set by the Organiser in consultation with each artist as documented in Schedule 3 (Works List). The Gallery may not alter prices without the Organiser's written consent.

12.2 Gallery's sales authority

The Gallery, in its capacity as Promoter, is authorised to: discuss Artworks with prospective buyers; hold works for up to [48] hours on a buyer's behalf; collect buyer details and direct enquiries; and accept conditional expressions of purchase. All sales are confirmed and invoiced by the Organiser.

12.3 Discounting

The Gallery may offer a discount of up to [5]% to established Collector Base members at its discretion. Any discount is shared pro-rata between the Organiser's and Gallery's portions. Discounts above [5]% require Organiser approval.

Part F — Artworks, Care, and Installation

13. Delivery and Installation

13.1 Delivery

Artworks will be delivered to the Gallery by the Organiser (or its logistics agent) by the date specified in Schedule 1. The Gallery will ensure appropriate staffing is available to receive and sign for Artworks.

13.2 Installation

Installation will be carried out by the Organiser (or approved contractors) in collaboration with the Gallery. The Gallery's curatorial input on placement and presentation will be respected within the constraints of the overall Exhibition concept.

13.3 De-installation and collection

De-installation will occur within [X] days of the close of the Exhibition. Unsold Artworks will be returned to the Organiser (or to artists as directed) within the agreed timeframe. The Gallery will cooperate in packing and logistics.

14. Care, Security, and Insurance

14.1 Standard of care

The Gallery will apply the same standard of care to Exhibition Artworks as it does to its own gallery collection.

14.2 Insurance

The Gallery must maintain all-risks insurance for Artworks while on the Gallery Premises, up to the declared insurance values in Schedule 3. A certificate of currency must be provided to the Organiser before the Activation Period commences.

14.3 Damage notification

Any damage to, or incident involving, an Artwork must be reported to the Organiser in writing within 24 hours.

Part G — Intellectual Property, Branding, and Reputation

15. Exhibition IP

15.1 Ownership

The Exhibition title, curatorial concept, and exhibition IP remain the property of the Organiser. Artists retain copyright in their Artworks. Buyers acquire physical ownership only.

15.2 Gallery's IP

The Gallery's name, logo, brand, Collector Base data, and community relationships remain the exclusive property of the Gallery. Nothing in this Agreement transfers those assets to the Organiser.

15.3 Image licence

The Gallery grants the Organiser a non-exclusive licence to use images of the Gallery Premises for Exhibition marketing, post-Exhibition documentation, and portfolio use, with appropriate attribution.

16. Reputational Obligations

16.1 Mutual respect

Both parties acknowledge that their respective reputations in the arts community are significant assets. Each party will conduct itself in a manner that reflects well on the other and will not make public statements that disparage the other or the Exhibition.

16.2 Quality standard

The Organiser warrants that the Exhibition will be produced to a professional standard consistent with the Gallery's reputation. If the Gallery reasonably considers the Exhibition is not meeting that standard, it may raise concerns in writing and the parties will resolve them promptly.

16.3 Post-exhibition reference

Both parties may reference this collaboration in their respective marketing, portfolio, and grant applications, provided they do so accurately and with the other's consent for any specific claims.

Part H — Term, Termination, and Dispute Resolution

17. Term and Termination

17.1 Duration

This Agreement commences on the date of last signature and continues until completion of all financial obligations following the close of the Exhibition, unless terminated earlier.

17.2 Termination for breach

Either party may terminate on [14] days written notice if the other party is in material breach and has not remedied it. The Gallery's failure to fulfil its Promoter obligations under Part D constitutes a material breach.

17.3 Force majeure

If a Force Majeure Event prevents the Exhibition from proceeding, either party may terminate. The Organiser will arrange return of Artworks at its cost and will pay the Gallery a pro-rata share of any revenue generated to the termination date.

17.4 Survival

Clauses relating to confidentiality, IP, indemnity, territory protection, and dispute resolution survive termination.

18. Dispute Resolution

18.1 Negotiation

Disputes are first addressed by good-faith negotiation between the parties' principals within [21] days of written notice.

18.2 Mediation

Unresolved disputes proceed to mediation before any litigation. Costs shared equally.

18.3 Governing law

This Agreement is governed by the laws of [Jurisdiction]. Both parties submit to the jurisdiction of the courts of that jurisdiction.

19. General Provisions

19.1 Entire agreement

This Agreement and Schedules constitute the entire agreement between the parties.

19.2 Variation

Amendments must be in writing and signed by both parties.

19.3 Confidentiality

Financial terms are confidential and not to be disclosed to third parties without consent.

19.4 Electronic execution

Electronic signatures are accepted as binding. The Agreement may be executed in counterparts.

Execution

EXECUTED as a legally binding agreement:

GALLERY (HOST & PROMOTER)

Gallery legal name	
Trading name	
ABN / Reg. No.	
Address	
Promoter Territory	
Gallery director	
Email	

Signature — Gallery Director / Authorised Representative

Full name (print)

Date

Witness (name & signature)

EXHIBITION ORGANISER

Organiser legal name	
ABN / Reg. No.	
Address	
Email	

Signature — Organiser / Authorised Representative

Full name (print)

Date

Witness (name & signature)

Schedule 1 — Gallery Premises and Territory

Gallery address	
Total exhibition floor area	
Linear hanging metres	
Number of galleries / rooms	
Promoter Territory (geographic)	e.g. Inner Melbourne / East London / Lower Manhattan
Promoter Territory (sector)	e.g. Established collectors, corporate buyers, institutional
Territory Exclusivity Period	From [date] to [date]
Setup period	
Activation Period (public)	
Private View date	
Wrap / de-installation	
Gallery opening hours	
Out-of-hours access	
Existing infrastructure available	e.g. track lighting, AV screen, storage, climate control
Known limitations / constraints	

Schedule 2 — Financial Terms and Marketing Budget

Gallery Promoter Commission — Artwork sales	[]% of Gross Sales Revenue
Gallery Promoter Commission — Online/catalogue (Territory)	[]% where buyer demonstrably from Territory
Private View / Referred sale attribution window	[48] hours from event
Agreed joint promotional budget	AUD \$[] — or: N/A
Pre-approved promotional cost reimbursement	Yes / No — specify limit: \$[]
Gallery bank name	
Account name	
BSB / Sort code	
Account number	
SWIFT / IBAN	
Currency	
Revenue Statement due	[14] days after close
Payment due	[21] days after Revenue Statement

Schedule 3 — Works List and Collector Base Commitments

Works Submitted

Artist	Title	Medium	Dimensions	Sale Price	Ins. Value	NFS?

Gallery's Collector Base Commitments

Collector Base email list size (approx.)	
No. of dedicated email communications committed	Minimum [2]
No. of personal collector contacts committed	
Social media channels and follower counts	
Media contacts to be approached	
Private View guest list (approx. size)	
Other promotional commitments	

 Signature — Gallery — Schedule 3 confirmation
 Full name (print)

 Date
 Witness (name & signature)

 Signature — Organiser — Schedule 3 confirmation
 Full name (print)

 Date
 Witness (name & signature)

END OF GALLERY JOINT VENTURE AGREEMENT Template v1.0 — Maisie Picked a Daisy Group Painting Exhibition. This document is a template and does not constitute legal advice. Both parties should seek independent legal advice before execution.