

JOINT VENTURE AGREEMENT

Venue Partner & Community Promoter

Maisie Picked a Daisy — Group Painting Exhibition

Venue (Partner)	[Full legal name of venue / operating entity]
Exhibition Organiser	[Full legal name of organiser]
Venue address	[Full address of venue]
Venue type	e.g. Hotel / Restaurant / Members Club / Theatre / Civic Hall / Corporate HQ / Retail / Library
Activation Period	[Commencement date] to [End date]
Venue's Community / Market	[Describe: e.g. hotel guests, dining patrons, business members, suburb residents]
Venue's Promoter Territory	[Geographic area and/or community the Venue serves and promotes within]
Agreement date	Effective from date of last signature below

This Joint Venture Agreement recognises that a Venue brings far more than a room — it brings a captive community, an existing audience with established trust, and the power to promote an exhibition as an authentic extension of its own brand and culture. The Venue is recognised here as a Community Promoter, not merely a space provider. This Agreement is designed to reward that role commercially and to protect the Venue's standing and relationships within its community. 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', a group painting exhibition designed to reach audiences beyond the conventional gallery circuit — placing art in the everyday environments where people live, work, stay, eat, and gather. The Exhibition seeks Venue Partners who can embed art naturally within their community context and bring it to audiences who may not actively seek out exhibitions but who, when encountered authentically, become genuine buyers and advocates.

The Venue is an established operator with an existing community of guests, patrons, members, employees, or regular visitors. The Venue has built trust and a relationship within that community over time. Its recommendation or curation of an experience carries weight with its audience in a way that a cold exhibition cannot replicate.

The parties enter this Joint Venture to activate the Venue's space and community reach in service of the Exhibition, in a structure that rewards the Venue as a genuine commercial partner and Community Promoter — not as a passive landlord — and that integrates the Exhibition seamlessly into the Venue's existing culture and brand.

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.
- "Captive Audience" means the Venue's existing community of guests, patrons, members, diners, guests, or regular visitors who are present at the Venue in the ordinary course of the Venue's operations during the Activation Period.
- "Community Promoter Role" means the Venue's active promotion of the Exhibition to its Captive Audience and wider community, as described in Part D.
- "Display Zones" means the specific areas within the Venue where Artworks will be displayed, as agreed in Schedule 1.
- "Exhibition" means the group painting exhibition titled "Maisie Picked a Daisy" and all associated events at the Venue during the Activation Period.
- "Gross Sales Revenue" means the total sale price of all Artworks sold through or attributable to the Exhibition, before commission splits.
- "Integrated Event" means an event hosted by the Venue that incorporates the Exhibition — for example, a dinner, networking event, member function, or private hire — during which Artworks are available for viewing and purchase.
- "Venue Community Commission" means the Venue's share of Gross Sales Revenue, reflecting its dual role as space provider and Community Promoter, as set out in Schedule 2.
- "Venue Promoter Territory" means the community or market the Venue primarily serves, described in Schedule 1.
- "Soft Placement" means the integration of Artworks into the Venue's existing décor and environment in a manner that feels organic and contextual rather than exhibitionary.

Part B — Joint Venture Structure and Contributions

3. Nature of the Joint Venture

3.1 Not a lease or tenancy

This Agreement creates a joint venture for the limited purpose of the Exhibition. It does not create a lease, tenancy, partnership, franchise, agency, or employment relationship. The Venue retains full operational control of its premises, staff, and business. The Organiser is not a tenant and acquires no proprietary interest in any part of the Venue.

3.2 Dual role of the Venue

The Venue participates in this Joint Venture in two distinct capacities: (a) as Space Provider — making appropriate areas of the Venue available for the display of Artworks; and (b) as Community Promoter — actively integrating and promoting the Exhibition within its community, through its existing channels and events. Both capacities are reflected in the Venue Community Commission.

3.3 The Community Promoter principle

The Organiser expressly acknowledges that the Venue's most valuable contribution is not its walls — it is its community. A painting seen by a hotel guest at breakfast, recommended by a sommelier over dinner, or encountered by a member at their club is far more likely to be purchased than one seen in an unfamiliar gallery. The Venue's endorsement, its hosting of the artwork in a trusted environment, and its active advocacy within its community is the commercial engine of this joint venture.

4. Venue's Contributions

4.1 Space

The Venue makes the Display Zones described in Schedule 1 available for the Activation Period. Display Zones may include: lobby and reception areas; dining rooms, bars, or lounge spaces; corridors, stairwells, and lift lobbies; private dining rooms or function spaces; bedroom corridors or suites (with appropriate protocols); outdoor terraces or gardens; or any other agreed areas. The integration of Artworks into these spaces is a deliberate and valued aspect of the Exhibition concept.

4.2 Captive Audience access

The Venue contributes access to its Captive Audience — the stream of guests, patrons, members, and visitors who move through the Venue in the ordinary course of business during the Activation Period. This audience access is the Venue's primary commercial contribution and is reflected in the Venue Community Commission.

4.3 Staff advocacy

The Venue agrees to brief its customer-facing staff on the Exhibition — what it is, who the artists are, that works are for sale, and how to facilitate an enquiry. Staff are not required to sell but should be informed advocates. The Organiser will provide a simple, one-page staff briefing sheet and talking points.

4.4 Integrated Events

The Venue agrees to host a minimum of [1] Integrated Event during the Activation Period, incorporating the Exhibition into an existing or purpose-designed event format. Additional Integrated Events may be agreed and documented in Schedule 3.

4.5 Brand endorsement

The Venue agrees to promote the Exhibition as a curated feature of its offering during the Activation Period — in welcome communications, in-venue signage, menus, room collateral, concierge information, member newsletters, social media, and any other appropriate channel listed in Schedule 3.

5. Organiser's Contributions

5.1 Exhibition production

The Organiser contributes: all artist sourcing, agreements, and logistics; artwork installation and de-installation; Exhibition marketing at a national and international level; sales management, buyer relations, and payment processing; and delivery of the Exhibition to the Venue to a standard appropriate to the Venue's setting.

5.2 Contextual installation

The Organiser will install Artworks in a manner that complements the Venue's aesthetic, architecture, and brand. The Organiser will consult with the Venue's management on placement and will not proceed with any installation that the Venue reasonably considers incompatible with its environment.

5.3 No venue hire fee

The Organiser does not charge for participation costs. The Organiser does not pay the Venue a fixed venue hire fee. The Venue's return is entirely through the Venue Community Commission on sales, which aligns both parties' interests in the Exhibition's commercial success.

Part C — Promoter Territory and Community Rights

6. Community Promoter Designation

6.1 Appointment

The Organiser designates the Venue as its Community Promoter for the Exhibition within the Venue Promoter Territory for the Activation Period. This designation is an acknowledgement that the Venue's community and relationships are the mechanism by which the Exhibition reaches its audience in that market.

6.2 Territory definition

The Venue Promoter Territory may be defined by: geographic area (the suburb, precinct, or district the Venue primarily serves); audience type (e.g. hotel guests in the luxury tier, members of a specific club, corporate employees in a particular office tower); or both. The Territory is defined in Schedule 1 to reflect where the Venue's genuine influence operates.

6.3 Soft exclusivity

During the Activation Period, the Organiser will not place the Exhibition in a directly competing venue of the same type within the Venue Promoter Territory (e.g. will not simultaneously activate a competing hotel in the same suburb) without the Venue's written consent. This protects the Venue's community position and the exclusivity of the Exhibition within its market.

6.4 Referral chain

Where a guest, patron, or member of the Venue purchases an Artwork through any channel — including online or at another Exhibition location — and that person can be demonstrated to have first encountered the Exhibition at the Venue, the sale is attributed to the Venue for commission purposes, provided documentation exists (e.g. buyer registration, staff referral email, or Integrated Event attendance record).

Part D — Community Promoter Obligations

7. In-Venue Presence and Signage

- Display Exhibition signage and price lists in all Display Zones — in a format agreed with the Organiser that is consistent with the Venue's visual brand.
- Provide Exhibition information at the front desk, concierge, host stand, or reception as appropriate to the Venue type.
- Include 'artwork for sale' information in welcome packs, room directories, menus, or member communications as appropriate.
- Maintain Artworks in their agreed display positions throughout the Activation Period, and promptly notify the Organiser of any artwork that needs attention.

8. Digital and Channel Promotion

- Post a minimum of [X] social media items featuring the Exhibition across the Venue's active channels during the Activation Period.
- Include the Exhibition in the Venue's regular e-newsletter or member communications for the duration of the Activation Period.
- Feature the Exhibition on the Venue's website homepage or events page for the full Activation Period.
- Where the Venue has a booking confirmation or pre-arrival email sequence, include Exhibition information for guests arriving during the Activation Period.
- Promote the Exhibition to corporate clients, event bookers, and group organisers as a feature of the Venue's current offering.

9. Staff Engagement

- Brief all customer-facing staff on the Exhibition before the Activation Period commences, using materials provided by the Organiser.
- Designate a staff member as the Exhibition Point of Contact for day-to-day questions, artwork enquiries, and liaison with the Organiser.
- Facilitate buyer enquiries promptly — connecting interested guests with the Exhibition Point of Contact or the Organiser's sales team within the same business day.
- Encourage (but not require) staff to personally recommend the Exhibition as part of their natural guest engagement.

10. Integrated Events

10.1 Minimum events

The Venue agrees to host a minimum of [1] Integrated Event during the Activation Period. This may take the form of: a private preview dinner for VIP guests and Venue members; a networking event for corporate clients with Exhibition as the backdrop; a member morning for arts-interested patrons; a 'meet the artist' lunch or cocktail event; or any other format that naturally embeds the Exhibition into the Venue's event calendar.

10.2 Event costs

The cost of Integrated Events (catering, staffing, event production) is borne by the Venue unless otherwise agreed in Schedule 2. The Organiser provides curatorial presence and artist attendance where feasible at no charge to the Venue.

10.3 Attribution

All sales made at or within [72] hours following an Integrated Event, to persons who attended that event, are attributed to the Venue for commission purposes.

10.4 Additional events

If the Venue wishes to host additional Integrated Events beyond the minimum, the parties will agree terms in Schedule 3. Additional events are actively encouraged as they increase sales opportunities for both parties.

Part E — Financial Terms

11. Venue Community Commission

11.1 Commission rate

In recognition of the Venue's dual role as Space Provider and Community Promoter, the Venue Community Commission is []% of Gross Sales Revenue from all Artworks sold through or attributable to the Exhibition during the Activation Period. This rate reflects the value of the Venue's audience access, community endorsement, and active promotional activities.

11.2 Attribution methodology

A sale is 'attributable to the Exhibition' and triggers the Venue Community Commission when: (a) the Artwork was displayed at the Venue and the buyer viewed it there; (b) the buyer was referred by Venue staff or through Venue channels; (c) the buyer attended an Integrated Event at the Venue; or (d) the buyer's registration record indicates the Venue as their point of first contact.

11.3 Commission on Integrated Event sales

Sales to Integrated Event attendees (clause 10.3 attribution window) attract the full Venue Community Commission regardless of where the final transaction occurs.

11.4 No commission on non-attributed sales

Sales to buyers with no demonstrable connection to the Venue (e.g. buyers from other Exhibition locations, online buyers from outside the Territory) do not attract the Venue Community Commission. The Organiser will maintain clear records to support attribution decisions.

11.5 Benefit beyond commission

The parties acknowledge that the Venue's participation generates commercial value beyond the Commission, including: enhanced guest and patron experience, media and PR coverage naming the Venue, social media content featuring the Venue's spaces, and positioning as a culturally engaged destination. These benefits are part of the overall value exchange.

12. Accounting and Payment

12.1 Revenue Statement

Within [14] days of the close of the Exhibition, the Organiser provides a written Revenue Statement to the Venue detailing: total Gross Sales Revenue; venue-attributed sales and methodology; Venue Community Commission calculation; amount payable.

12.2 Payment

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

12.3 Disputed attribution

Attribution disputes are resolved by reviewing contemporaneous records within [14] days. The Organiser's decision, acting reasonably, is final for amounts under [AUD \$500]. Larger disputes may be referred to mediation.

Part F — Artworks, Display, and Care

13. Display Principles

13.1 Contextual integration

Artworks are displayed in a manner that enhances the Venue's environment rather than imposing a conventional gallery format. The aesthetic of display — positioning, labelling, lighting, and signage — will be agreed between the Organiser and Venue management before installation commences.

13.2 Labelling and pricing

Each Artwork will carry a discreet but legible label showing: artist name, work title, medium, year, price (including applicable taxes), and an enquiry mechanism (QR code, card, or contact detail). Labels must be consistent with the Venue's interior aesthetic.

13.3 Venue's aesthetic veto

If at any time during the Activation Period the Venue considers a specific Artwork's placement to be materially inconsistent with its brand or guest experience, it may request a relocation. The Organiser will accommodate reasonable requests within [3] business days.

13.4 Condition and care

The Venue will ensure Artworks are not touched, moved, obstructed, or exposed to risk by Venue operations. Artworks must not be used as surfaces, covered, or repositioned by Venue staff without the Organiser's consent.

13.5 Damage notification

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

14. Insurance

14.1 Artwork insurance

The Organiser or participating artists maintain all-risks insurance covering Artworks while at the Venue, up to declared insurance values in Schedule 3. The Venue is not required to extend its own property insurance to cover Artworks unless separately agreed.

14.2 Public liability

The Organiser maintains public liability insurance for the Exhibition. The Venue maintains its own public liability insurance for its operations. Each party's insurance operates independently.

14.3 Damage caused by Venue

If Artwork damage is caused by the negligence of Venue staff or operations, the Venue's liability is limited to the declared insurance value of the Artwork, and the Venue must notify its insurer promptly.

Part G — Branding, Intellectual Property, and Reputation

15. Co-Branding and Attribution

15.1 Venue credit

All Exhibition materials, social media, press releases, and catalogue content will credit the Venue as '[Venue Name] — Community Venue Partner and [Territory] Promoter' or such other form agreed in writing. The Venue's name and, where consented, logo will appear on all materials distributed within the Venue Promoter Territory.

15.2 Venue brand guidelines

The Venue may provide its brand guidelines to the Organiser. The Organiser will comply with those guidelines in all materials that carry the Venue's name or branding.

15.3 Organiser's use of Venue images

The Organiser may photograph and use images of the Artworks in situ at the Venue — with the Venue's architecture and aesthetic as backdrop — for Exhibition marketing and post-Exhibition documentation, subject to the Venue's prior written approval of images that identify the Venue.

15.4 No transfer of Venue IP

Nothing in this Agreement transfers the Venue's name, brand, guest data, or community relationships to the Organiser. The Organiser will not use the Venue's name or brand in any context outside this Agreement without separate written consent.

16. Reputational Obligations

16.1 Venue's guest experience

The Organiser acknowledges that the Venue's guest and patron experience is its primary asset. The Organiser will conduct all activities at the Venue — installation, events, media visits, buyer engagement — in a manner that supports rather than disrupts the Venue's operations and guest experience.

16.2 Media visits

Any media, photography, or filming at the Venue requires the Venue's advance approval. The Organiser will notify the Venue at least [3] business days before any planned media access.

16.3 Conduct

The Organiser and all persons it brings to the Venue (artists, contractors, media) will comply with the Venue's reasonable house rules and policies.

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 Wrap Period, unless terminated earlier.

17.2 Termination for breach

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

17.3 Termination for operational reasons

If the Venue must terminate the Agreement for genuine operational reasons (e.g. emergency renovation, health and safety, or force majeure), it will give the Organiser not less than [10] business days notice. Artworks will be returned promptly and the Venue will be paid a pro-rata Venue Community Commission on sales to the date of termination.

17.4 Survival

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

18. Dispute Resolution

18.1 Negotiation

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

18.2 Mediation

Unresolved disputes proceed to mediation. Costs shared equally unless the mediator directs otherwise.

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 in relation to the Exhibition at the Venue.

19.2 Variation

Amendments must be in writing and signed by both parties.

19.3 Confidentiality

Financial terms are confidential. Neither party will disclose commission rates or payment amounts without consent.

19.4 Electronic execution

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

19.5 Severability

Invalid clauses are severed to the minimum extent. Remaining clauses continue in full force.

Execution

EXECUTED as a legally binding agreement:

VENUE (SPACE PROVIDER & COMMUNITY PROMOTER)

Venue legal name	
Trading / brand name	
Venue type	
ABN / Reg. No.	
Address	
Community / Market served	
Venue Promoter Territory	
Venue authorised signatory	
Email	

 Signature — Venue / 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 — Venue Details and Display Zones

Venue address	
Venue type	
Total capacity (persons)	
Average daily guest / patron volume	
Community / audience description	e.g. Business travellers, dining patrons, club members, local residents
Venue Promoter Territory	
Exhibition Point of Contact (Venue staff)	
Setup / installation date	
Activation Period (public display)	
Wrap / de-installation date	
Minimum Integrated Events committed	

Display Zones

Zone / Area	Description	Approx. wall metres	Daily footfall	Lighting adequacy	Approved?

Schedule 2 — Financial Terms

Venue Community Commission — attributed sales	[]% of Gross Sales Revenue
Attribution window — Integrated Event	[72] hours from event close
Attribution window — Staff referral	[7] days from referral documentation
Online / catalogue attribution (Territory)	[]% where buyer from Territory — or: N/A
Agreed promotional cost reimbursement	Yes / No — limit: \$[]
Venue bank name	
Account name	
BSB / Sort code	
Account number	
SWIFT / IBAN	
Currency	
Revenue Statement due	[14] days after close of Exhibition
Payment due	[21] days after Revenue Statement

Schedule 3 — Integrated Events and Promotional Commitments

Integrated Events

Event name / format	Date	Approx. guests	Venue lead	Organiser involvement	Attribution window
Opening / preview event					
[Event 2]					
[Event 3]					
[Additional]					

Promotional Channel Commitments

Channel	Platform / Detail	Frequency	Approx. reach	Confirmed?
Social media		[X] per week		
E-newsletter / member comms		[X] per month		
Website feature		Full Activation Period		
In-room / in-venue collateral		Full Activation Period		
Staff briefing		Before opening		
Pre-arrival / booking comms		All arrivals during period		
Corporate client outreach				
Other				

Signature — Venue — Schedule 3 confirmation

Full name (print)

Date

Witness (name & signature)

Signature — Organiser — Schedule 3 confirmation

Full name (print)

Date

Witness (name & signature)

END OF VENUE JOINT VENTURE AGREEMENT Template v1.0 — Maisie Picked a

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