



CREATIVE TRAILS 2024

TERMS AND CONDITIONS OF PARTICIPATING

Background

- A. Creative Trails, involves artist's studios and other creative spaces in the Inner West Local Government Area opening their doors to the public and showcasing artists' work. In 2024, Creative Trails will be held in conjunction with 2044 Street Takeover and it will take place in the:
 - i. Midjuburi Precinct (Tempe/Sydenham/Marrickville/St Peters/Dulwich Hill):
2 - 3 November 2024
- B. The public is able to engage with the Midjuburi precinct's vibrant artistic community and the artists can share their practice and showcase their work to the broader community.
- C. Council's role is to facilitate the Creative Trails program.

1. Roles and Obligations

1.1 Council will provide:

- 1.1.1 marketing for the Creative Trails, as it sees fit;
- 1.1.2 a Council photographer/videographer may be appointed to take photographs of Creative Trails 2024 to document Creative Trails and promote Council's arts and community programs. If the photographer/videographer visits your event or studio, please provide the photographer/videographer with the relevant artist/ studio/ artwork details to have the images appropriately accredited.

1.2 The Artist/Artists will :

- 1.2.1 have their venue open to visitors from 11am – 4pm on both the Saturday and Sunday, as indicated on the application form.
- 1.2.2 use approved council branding (logo) on all material advertising their participation in the event
- 1.2.3 display Creative Trails signage clearly to assist visitors in finding their venue. It is important to note that you will need to ask for permission before putting Creative Trails signage on private property
- 1.2.4 be prepared to talk to visitors
- 1.2.5 ensure the public are not exposed to risks to their health or safety

- 1.2.6 while at the artist's venue; and
comply with *Annexure A - Studio Checklist* in so far as it relates to your studio.

Insurance

- 1.3 Participating artists must
 - a) be covered by public liability insurance for at least \$20 million for a one-off event
 - b) Council officers may carry out a safety inspection of their studio as a condition of entry. Council reserves the right to refuse entry into Creative Trails based upon this inspection.

2. Indemnities and Releases

- 2.1 The Artist indemnifies and releases the Council against liability or loss arising from, and cost incurred in connection with damage, loss, injury or death caused or contributed to by the Artist's negligent act, omission or default, except to the extent that it is contributed to by the Council's negligent act, omission or default.

3. Term

- 3.1 These Terms and Conditions apply only to the Creative Trails 2024 program.

4. General

- 4.1 The Council and the Artist will cooperate and act in good faith with each other in relation to the implementation of these Terms and Conditions.
- 4.2 Each party will do all things reasonably required to carry out and give effect to these Terms and Conditions and the rights and obligations of the parties under it.