

Example contract clauses for acquittal of Event Status

This agreement (Agreement) is between the Fictitious Art Gallery (the Gallery) and the Fictitious Museum (Museum) in relation to art-work from the Fictitious Art Gallery exhibition (the Works) listed in Attachment A.

The Museum has an agreement with the Overseas Owner in New Zealand to exhibit the Works in Adelaide from 30 June to 24 September 2006.

The Gallery imported the Works for their own exhibition and was granted Event Status by the Australian Customs Service (ACS). The Event Status expires on 30 September 2006.

Both the Gallery and the Museum are of the understanding that if the Museum arranges for the Works to be exported to New Zealand by 30 September 2006 then no liability will be owed by the Museum to the ACS. The Museum acknowledges that if the Works are not exported to New Zealand by 30 September 2006 then the ACS is likely to impose taxes, fines and/or costs upon the Gallery.

The Museum hereby undertakes to the Gallery that it will export the Works to New Zealand by 30 September 2006, and that if for any reason (other than a reason caused by the Gallery) it fails to do so the Museum agrees to accept liability for any taxes, fines and/or costs imposed by ACS as a consequence of the Museum's failure to export the Works by the specified date.

The Museum agrees:

- *that it has entered into an agreement with the Overseas Owner and will provide a copy of the agreement confirming this arrangement to the Gallery by 21 April 2006;*
- *that it will cover all insurance, packing, and freight costs relating to the transfer of the Works from the Museum to the Overseas Owner ;*
- *that it will export the Works to Overseas Owner by no later than 30 September 2006;*
- *that if the Museum fails to export the Works by 30 September 2006, it will pay any taxes, fines and/or costs*

(based on the value of the Works specified in Attachment A) imposed by ACS as a consequence of that failure;

- *that it will not sell, lend, mortgage, hire or deal with the Works in any way without the prior written consent of the Gallery;*
- *that it will comply with the terms of the Event Status as it relates to the Works.*

This Agreement may be terminated by the Gallery if it becomes aware that the Museum has breached this Agreement or any of the terms of the Event Status in a material way, and in such an event, the Museum will upon instructions export the Works and pay all reasonable and legitimate fees, charges and taxes as applicable.

This Agreement is governed by the laws of and both parties agree to submit to the jurisdiction of the Courts of that State.

Signed on behalf of the Museum:

Signed on behalf of the Gallery: