

Terms and Conditions of Hire 2025/26

This document (together with the documents referred to in it) sets out the terms and conditions on which the Queensland College of Art & Design Galleries (QCAD Galleries) ("we", "us" or "our") promotes the creator of the Work (Artist/s) through an Exhibition. It should be understood that we act as an Agent for the Artist/s of whose Works are displayed; and therefore ("you") the Artist will be entering into a contract for the Exhibition of Work.

Information about the QCAD Galleries

QCAD Galleries operate the website, griffith.edu.au/qcadgalleries. QCAD Galleries is registered within the Griffith University, South Bank Campus. The address is: 226 Grey Street, South Bank, Queensland, 4101.

The QCAD Galleries consist of: the Webb Gallery, Project Gallery and the Grey Street Gallery.

The Webb Gallery (Room No. S02 2.26), Project Gallery (Room No. S02 2.1A), are located on level 2 of the Webb Centre at the Queensland College of Art, Griffith University South Bank Campus. The Grey Street Gallery (Room No. S03 2.22) is located on Level 1 of the River Studios at the Queensland College of Art & Design, Griffith University South Bank Campus.

In accessing the online QCAD Galleries Gallery Hire section you are agreeing to adhere to these Terms & Conditions, which should be read carefully before proceeding with booking an exhibition. A copy of these Terms & Conditions should be printed off for future reference.

Applications to exhibit with QCAD Galleries are accepted twice per year and are assessed based on the merit and quality of the application. Submitting an application to exhibit with QCAD Galleries does not guarantee that the applicant will be granted an exhibition, regardless of current relationship or status with QCAD. Applying for a specific venue or time period does not guarantee that the applicant will be offered that venue or time period.

Agreement with the Terms and Conditions of Gallery Hire

Any person or representative of anybody using the space shall enter into an agreement between himself/herself and QCAD Galleries in the prescribed 'Terms and Conditions of Gallery Hire' form as provided by QCAD Galleries. In undertaking such an agreement, it is understood that use of the space requires compliance with all Griffith University policy. In agreeing to the Terms and Conditions of Gallery Hire, the user shall not use the space in a manner contrary to the purposes set out in the user's application, and shall not transfer the tenure to another party. A representative of the Hiring party, and a representative of QCAD Galleries shall sign an "Agreement Form" which re-instates this contract.

The Parties Agree as Follows:

1. Definitions

1.1. The following expressions will have the meanings hereby assigned to them:

"Administration Fee" means the non-refundable amount paid to QCAD Galleries to secure the booking.

"End Date" means the date on which the Hirer must vacate the Gallery, as nominated in the Hire Agreement

"Equipment" means the equipment that QCAD Galleries will provide the Hirer under this Agreement.

"Exhibition Period" means the time the Hirer will have access to the Gallery occurring between the Start Date and End Date.

"Force Majeure Event" means any event outside the reasonable control of a Party, including but not limited to: acts of God; fire; storm; earthquake; explosion; accident; act or omission (including laws, regulations, disapprovals or failure to approve) of any government or government agency.

"Gallery" means the gallery which the Hirer hires from QCAD Galleries under the Hire Agreement.

"Gallery Restrictions" means the specific restrictions as nominated in the QCAD Galleries Risk Assessment.

"GST" means any tax or increase in a tax imposed on the supply of goods and services imposed or assessed under *A New Tax System (Goods and Services Tax) Act 1999* and all ancillary legislation.

"Hire bond" or "Hire Fee" means the bond or fee payable by the Hirer to secure the exclusive use of the Gallery, as nominated in the Hire Agreement. The Hire Bond will cover any damage caused to the Gallery or Equipment during the Exhibition Period.

"Hirer" refers to the artist who will be hiring the Gallery space.

"Party" means a party to this Agreement and **"Parties"** means both parties to this Agreement.

"Purpose" means the purpose for which QCAD Galleries has agreed to lease the Gallery to the Hirer

"QCAD Galleries Manager" means the person currently undertaking the management role of the QCAD Galleries.

"Start Date" means the date on which the Hirer is entitled to take possession of the Gallery, as outlined in the Hire Agreement.

2. Hiring of the Venue

2.1 Webb Gallery and Project Gallery

The Webb Gallery and Project Gallery are open to the public Tuesday to Saturday from

10am – 4pm and are locked by QCAD Security staff outside of these hours. If the Hirer wishes to have the exhibition attended for all opening hours during the Exhibition Period, the staffing of the exhibition is to be organised by the Hirer, or the Hirer may elect to roster a volunteer during the Exhibition Period. The QCAD Galleries Manager must be notified of all volunteers, and any volunteers who are not Griffith University staff or students must submit a "Volunteer Staff Member Registration Form" available from the QCAD Galleries Manager. If the Hirer wishes to leave the Gallery unattended during opening hours, the QCAD Galleries Manager must be informed of this decision. If the Hirer wishes to do so, the Hirer acknowledges and accepts all risks associated with leaving their artwork/s and equipment unattended in the Gallery.

The Hire Periods for exhibitions at the Webb or Project Galleries run from Monday to Sunday.

2.2 Grey Street Gallery

The Grey Street Galleries is open to the public Tuesday to Saturday from 10am – 4pm. The Hirer may elect to open the Gallery on a Sunday or Monday but must inform the QCAD Galleries Manager of their intention to do so, and must ensure they are able to staff the gallery on these days.

The Hirer is required to attend the exhibition for all opening hours during the Exhibition Period, or the Hirer may elect to roster a volunteer during the Exhibition Period. The QCAD Galleries Manager must be notified of all volunteers, and any volunteers who are not Griffith University staff or students must submit a "Volunteer Staff Member Registration" form, available from the QCAD Galleries Manager. The Grey Street Gallery must not be left open or unlocked outside of the opening hours, or when the Hirer or their nominated attendant is absent from it.

The Hire Period for exhibitions at the Grey Street Gallery runs from Monday to the following Sunday.

- 2.4 The user shall not admit in excess of the maximum capacity per space on opening night or at any other time and must comply with health, safety and fire regulations. This number includes the Hirer, its employees, agents, catering and other staff as well as visitors and invitees. The capacity for visitors is set at 100 persons for the Webb Centre Gallery; 100 persons for the Project Gallery, 100 persons for the Grey Street Gallery. The maximum capacity for the White Box Gallery is 150 persons. This capacity may change with each exhibition, dependent on the nature of the work displayed.
- 2.5 In consideration of the Hirer paying the Hire Bond in accordance with clause 3, QCAD Galleries agrees to exclusively hire the venue to the Hirer from the Start Date to the End Date.
- 2.6 The Hirer (and its employees, agents, visitors and invitees) must:
- a) use the Gallery (and the Equipment) for the Purpose only;
 - b) not use the Gallery for any illegal, or in QCAD Galleries' reasonable opinion, objectionable purpose;
 - c) not cause a nuisance, or interfere with the reasonable peace, comfort and privacy of neighbours (or those in the vicinity) of the Gallery;
 - d) not smoke inside the Gallery;
 - e) unless otherwise approved by the QCAD Galleries Manager (in writing), only open the

Webb, Project and Grey St Galleries to the public between 10am–4pm Tuesday to Saturday, the White Box Gallery between 9am–4pm Tuesday to Friday (on ordinary business days and excluding public holidays, unless otherwise advertised);

- f) keep sound within the Gallery at a reasonable level at all times
 - g) not make any changes, or remove any fixtures or fittings from the Gallery;
 - h) comply with the Terms and Conditions and all reasonable directions of the QCAD Galleries Manager;
 - i) not erect or display any advertising material in the Gallery without the prior written consent of the QCAD Galleries Manager;
 - j) not overcrowd the Gallery nor exceed the capacity noted under clause 2.4; and
 - k) submit a 'Volunteer Staff Member Registration Form' available from the QCAD Galleries Manager for each volunteer involved in the Exhibition, including gallery attendants and installation/de-installation assistants.
- 2.7 For the avoidance of any doubt, the Hirer is responsible for its employees, agents, visitors, invitees and attendees to the Gallery. Acts or omissions of such persons will be considered the acts or omissions of the Hirer.
- 2.8 QCAD Galleries will provide the Hirer with keys and access codes upon receipt of the fees due under clause 3. Such keys must not be copied, and must be returned to QCAD Galleries or QCAD Security on the End Date. The keys to the Project Gallery & the Grey Street Gallery are kept by QCA Security, Southbank.
- 2.9 The Hirer agrees to:
- a) complete and submit the online 'QCAD Galleries Risk Assessment' form, available on the QCA Galleries website, at least 2 months (8 weeks) prior to the Exhibition Period;
 - b) complete and submit a plan outlining all activities planned for the 'chosen gallery' while in use by the Hirer to qcagalleries@griffith.edu.au;
 - c) keep the Grey Street Gallery locked when not in use; and accept the risk of displaying artworks unattended in the Webb Gallery, Project Gallery.
 - d) ensure all lights and utilities are switched off when the Gallery is not in use;
 - e) keep the Gallery in a clean and tidy condition at all times; and
 - f) ensure the Gallery is, at the End Date, in the same condition it was at the Start Date (subject to reasonable wear and tear).

3. Payment

- 3.1 The Hirer agrees to pay to QCAD Galleries the Hire Bond or Hire Fee outlined below in clause 3.8 upon executing this Agreement. The Hire Bond or Hire Fee must be received at least 2 months (8 weeks) before the Exhibition Period.
- 3.2 At the discretion of the QCAD Galleries Committee, the Hire Bond may sometimes be reduced or waived. Postgraduate examination exhibitions and undergraduate assessment exhibitions will not be required to pay the administration fee but are required to pay a bond of \$200. In these circumstances, a supervising staff member will be responsible for the final condition of the gallery and/or any damages.

- 3.3 Exhibitors external to QCAD will be charged a non-refundable fee. These fees are set below commercial hire rates in the interest of supporting Brisbane artists and the establishment of an ongoing exhibition program of merit and benefit to the QCAD community.
- 3.4 An Administration Fee of \$50 for all bookings is required at the time of booking for all exhibition bookings.
- 3.5 The Hirer agrees to the following financial penalties in the event that one or more may occur. Penalties are subject to the discretion of the QCAD Galleries Manager. The Hirer will be notified via email of financial penalties. Any required costs that are beyond these listed items or are, in the opinion of the QCAD Galleries Manager or QCAD Galleries Committee, excessive to our allocated budget will incur additional fees.

\$150 Penalty Lost keys for the Project Gallery and Grey Street Gallery.

\$50 Penalty Per wall for walls not repaired correctly.

\$20 penalty For every half hour that the gallery is closed during gallery opening hours.

- 3.6 QCAD Galleries agrees to provide at no additional cost:

- Reasonable signage for the exhibition (title and names of artists)
- Wall labels/ didactics (one per work)
- 1 x RSA certified staff member for the opening event (*subject to change due to Covid-19 Restrictions*)
- 1 x hour of lighting assistance

- 3.7 Outline of Fees – The fees for hiring the Galleries as at April 2018 are as follows:

All Exhibitors: **\$50 non-refundable administrative fee**

In addition to:

- Hire Fee for all Galleries: \$500
- Hire Fee for Griffith University staff or students: \$500 refundable bond
- Assessment Exhibitions (Postgraduate or undergraduate): \$200 refundable bond

4. Installation and De-installation

- 4.1 Installation of artwork will commence on the Start Date, not before. If the Hirer wishes to begin installation prior to this time, they will need written permission from the QCAD Galleries Manager. As the QCAD Galleries exhibition schedule is fully booked for most of the year, advance installation is usually not possible.
- 4.2 The Gallery must be fully de-installed on the End Date. The Hirer is responsible for returning all hired equipment on the End Date. If the Hirer bumps out earlier than the agreed date without prior consent of the QCAD Galleries Manager, a \$100 penalty will be taken from the Hire Bond, and notified to the Hirer via email.
- 4.3 The Hirer, or a representative of the Hirer must be present for installation and de-installation of their own artwork. Any representatives of the Hirer must be made known to the QCAD Gallery Manager. Such representatives must submit a 'Volunteer Staff

Member Registration' form, available from the QCAD Galleries Manager, if they are not Griffith University staff or students.

- 4.4 All artworks must be in an acceptable condition for installation. QCAD Galleries will supply basic installation tools, including screws, tape measure, spirit level, drill and ladder. Installation materials that are not listed here, or that are specific for artworks (e.g. shelves, tables, 3M tape, hooks) are to be supplied by the Hirer.
- 4.5 The Hirer is solely responsible for the secure installation of their artwork. All artworks displayed in the Gallery may not be installed in a way that would present a significant risk to the health and safety of audience members. The Hirer is liable for any loss or damage resulting from the installation of their artwork. Artwork is *not permitted* to be hung or suspended from the ceiling or light tracking in the Webb, Project, Grey Street or White Box Galleries without prior discussion and approval from the QCAD Galleries Manager or the Galleries Technician.
- 4.6 QCAD Galleries agrees to provide specialist lighting assistance to the Hirer. Lighting support will be provided for 1 hour for exhibitions at the Project Gallery, Webb Gallery, Grey Street Gallery, White Box Gallery.
- Prior to the Start Date of the exhibition and in discussion with the Hirer, the QCAD Galleries Manager will schedule a time for the lighting to take place. The exhibition must be ready to be lit by the Galleries Technician at this time. If the exhibition is not ready for the Galleries Technician to light the show, the Galleries Technician may not be able to return to the gallery, and further arrangements must be made in writing with the QCAD Galleries Manager.
- 4.7 The Hirer is solely responsible for ensuring they have obtained or hired all equipment needed for the installation of their exhibition in a timely manner. If the Hirer is not Griffith University staff or student, the hiring of any equipment through the AV Dispatch department on campus is at the sole discretion of the QCAD Galleries Manager.
- 4.8 The Hirer may choose to use their own equipment, however, all electronic equipment used in the Gallery must have had a recent safety check and tag from a licensed electrician.
- 4.9 The Hirer agrees to leave the Gallery in a neat, tidy and orderly condition at the End Date. This includes patching and painting any holes in walls (the Galleries store putty, sandpaper and wall paint for this purpose), removing dirty marks and rubbish created by the de-installation process.
- 4.10 The Hirer understands that if clause 4.9 is not met, as decided by the QCAD Galleries Manager, the Hirer will be responsible for the cost of repair of the Gallery, and such costs of repair will be taken from the Hire Bond, and notified to the Hirer via email.

5. Sale of Work

- 5.1 QCAD Galleries does not handle sales of artworks in the Webb Gallery, Grey Street, Project Gallery or White Box Gallery, and any enquiries will be referred directly to the Hirer.

There can be no formal sale of artworks during a postgraduate examination exhibition. Price lists and any markers indicating sold works (ie, red dots) must be omitted.

6. Equipment

- 6.1 Booking of audio-visual equipment from QCAD's AV Dispatch is the sole responsibility of the Hirer. QCAD Galleries will provide AV Dispatch permission in writing for the equipment to be used in the Gallery by the Hirer.
- 6.2 The Hirer acknowledges that:
- a) title and ownership rights of the Equipment remains with QCAD Galleries and/or QCAD AV Dispatch at all times; and
 - b) the Equipment must be used exclusively in the Gallery.
- 6.3 The Hirer agrees to return the Equipment to QCAD Galleries and/or AV Dispatch on the End Date in substantially the same condition it was in at the Start Date (subject to reasonable wear and tear). If the Hirer has caused any damage or loss to Equipment, QCAD Galleries and/or AV Dispatch is entitled to charge a fee, or take an amount for the repair/replacement or loss from the Hire Bond.
- 6.4 QCAD Galleries will provide the Hirer, at no additional charge, an installation kit (which includes a spirit level and drill) and a touch up kit (that includes a small quantity of paint and filler, brushes and rollers). The Hirer agrees to only use the paint provided in the touch-up kit to retouch the walls in the Gallery.

7. Opening Night and QCAD Thursdays

- 7.1 *Collaborative Event:* QCAD Thursdays is a collaborative opening event between you and the other exhibitors in the galleries during your exhibition period. For this event, QCAD Galleries provides a trained RSA (Responsible Service of Alcohol) staff member, glassware, and complete setup and pack-down of the venue. The service area will be arranged outside in the QCAD forecourt to ensure smooth access for all attendees.
- 7.2 The hirer is asked to contribute financially in a collaborative way to help cover the costs of food and beverages for the QCAD Thursdays event. The total cost of this contribution varies and can either be deducted from your Hire Bond or paid through Griffith Pay. If you do not elect to contribute via Griffith Pay, you are welcome to supply your own food and beverages but must adhere to the guidelines below and noting that items will be used in a collaborative event.
- 7.3 The opening event for the exhibition will coincide with the 'QCAD Thursdays' program. The Webb Gallery, Project Gallery and Grey Street Gallery opening events operate on a Thursday evening from 5pm – 7pm. You will be provided with a date for the opening event and this is non-negotiable.
- 7.4 The Hirer is responsible for providing food, drinks and alcohol for their opening event. The Hirer agrees to adhere to the following guidelines when purchasing food and alcohol:
- a) The Hirer agrees to supply no more than 20 bottles of wine (QCAD Galleries recommends purchasing 6 bottles each of red wine, white wine, and champagne), or alternatively no more than 2 cases of beer, and 10 bottles of wine.
 - c) The Hirer agrees that all food provided for opening nights must be purchased from a licensed caterer or business, e.g. Griffith Catering, Woolworths platters, The Ship Inn catering, etc. If the Hirer purchases food from a caterer not previously used by Griffith University, the Hirer agrees to provide a copy of the caterer's Food Business License.

- e) The Hirer agrees to deliver the food and alcohol to the gallery by no later than 2 hours before the opening night.
 - f) QCAD Galleries agrees to provide a RSA registered staff member to set up and manage the bar for 3 hours, generally from 4.30pm – 7.30pm. You are not permitted to serve alcohol at your event after the agreed opening hours and QCAD Galleries will not enter into a discussion on changing this.
 - g) QCAD Galleries agrees to provide the Hirer with tables, table linen and glasses for the opening night.
- 7.5 The consumption of alcohol is restricted to the Gallery only. The Hirer must ensure all consumption of alcohol by gallery attendees is done within the Gallery. Alcoholic beverages will be provided complimentary to guests, but it is essential that these are served responsibly. RSA staff have the right to refuse service to individuals or limit the amount of complimentary alcohol provided, in line with responsible service practices. Alcohol will be served between 5pm and 7pm only. You are not permitted to drink your own alcohol in the Gallery before or after these times. Failure to agree to this may result in a deduction from your bond.
- 7.6 Sound must remain at a reasonable volume throughout the event, and no music is permitted after 8pm.
- 7.7 Guests are welcome to bring glassware into the galleries, but we kindly ask that they return any glasses to the designated serving area after use. Please assist us by asking your guests to return their glasswear and not leave it in the Gallery.

8. Termination

- 8.1 QCAD Galleries may terminate this Agreement at its absolute discretion at any time up until 2 months prior to the Start Date. In such circumstances, QCAD Galleries will notify the Hirer in writing, and refund all amounts paid under this Agreement. The Hirer acknowledges that full refund of such amounts is the only remedy available to the Hirer if QCAD Galleries terminates this Agreement. QCAD Galleries retains the right of veto on any application for use of the gallery space.
- 8.2 QCAD Galleries may terminate this Agreement if:
- a) the Hirer breaches any material term of this Agreement;
 - b) the Hirer breaches any term of this Agreement and fails to remedy such breach within 5 days of receiving written notice to do so by QCAD Galleries.
- 8.3 Cancellations by the Hirer must be received in writing **no later than 8 weeks** prior to the Exhibition Period. If the Hirer cancels the exhibition less than 8 weeks before the Exhibition Period, the Hire Bond and any deposits/fees will be retained in full by QCAD Galleries. The Hirer's ability to secure a space with QCAD Galleries in the future may be permanently affected.
- 8.4 If a Force Majeure Event occurs which renders the Hirer's use of the Gallery unsafe, QCAD Galleries may terminate this Agreement immediately. In such circumstances, QCAD Galleries agrees to refund the Hire Bond in full.

9. Promotional Material

- 9.1 If the Hirer wishes QCAD Galleries to promote their use of the Gallery, the Hirer must forward to the QCAD Galleries Manager all such promotional material (including a high resolution and at least 300DPI image) 6 weeks prior to the Start Date. The Hirer grants QCAD Galleries (and Griffith University) a non-exclusive, royalty free licence to use the promotional material provided by the Hirer for the purposes of QCAD Galleries promoting the Hirer, the Hirer's exhibition, and the Gallery.
- 9.2 QCAD Galleries will use reasonable endeavours to use the promotional material provided by the Hirer in an appropriate and professional manner (including via the QCAD Galleries email list, website and social media pages and through the Griffith University publicist).
- 9.3 QCAD Galleries will complete an invitation for the Exhibition using the official Galleries invitation template, and will provide the exhibitor with a draft of the invitation one month prior to the Exhibition date.
- 9.4 The Hirer may elect to have invitations printed, however, QCAD Galleries are not responsible for the organisation or payment of printed material. QCAD Galleries agrees to provide the Hirer with a print-ready file of the invitation for use by the Hirer. QCAD Galleries recommends the use of QCAD's LiveWorm for the printing of promotional material.
- 9.5 Notwithstanding clause 8.2, the Hirer acknowledges they are solely responsible for any other costs associated with designing, printing or distribution of promotional material. The Hirer must not use the Griffith University logo without the prior written consent of the QCAD Galleries Manager.
- 9.6 QCAD Galleries agrees to provide professional signage and labels for all exhibitions. This includes a sticker with the exhibition title and artist/s name, as well as didactic labels for the artworks in the exhibition.
- 9.7 QCAD Galleries agrees to promote the exhibition via the official QCAD Galleries social media accounts. These include:
- Facebook posts (official page name: "QCAD Galleries Griffith University")
 - Facebook event listing for opening/closing night, and public programs
 - Instagram: official page name @qcadgalleries
- 9.8 Documentation of the exhibition is the sole responsibility of the Hirer. QCAD Galleries may take basic photographs of the exhibition for online promotion (eg, social media) but will not provide a professional photographic service. If the Hirer wishes to photograph the exhibition or artwork professionally, QCAD Galleries can provide the Hirer with a list of recommended photographers upon request.

10. Insurance

- 10.1 The Hirer acknowledges that any property it keeps in the Gallery is not covered under any insurance policy held by QCAD Galleries nor Griffith University. The Hirer accepts full responsibility for any loss, damage, or theft of its property under the terms of this Agreement.
- 10.2 QCAD Galleries acknowledges that the Hirer may take out appropriate insurance to protect the Hirer's property held in the Gallery under this Agreement, and QCAD Galleries

agrees to provide reasonable assistance to such insurer to facilitate the Hirer taking out that insurance.

- 10.3 If the Hirer fails to remove any of its equipment or property after the End Date, QCAD Galleries will use reasonable endeavours to contact the Hirer to collect such property. If, after unsuccessfully attempting to contact the Hirer for a period of 60 days (or if the Hirer fails to collect such property within seven (7) days of being notified), the Hirer agrees to forfeit any ownership rights that it has in the relevant property, and agrees that such title will solely vest in Griffith (for no further payment or consideration). Griffith may dispose of such forfeited property at its sole discretion.

11. Warranties and Indemnities

- 11.1 Subject to limitations imposed by legislation, QCAD Galleries does not warrant that the Gallery (nor the Equipment) is fit, suitable or adequate for any activity (excluding the Purpose).
- 11.2 The Hirer warrants that:
- a) the Gallery (and the Equipment) is, at the Start Date, in good condition; and
 - b) it has satisfied itself that the Gallery is suitable for the Hirer's requirements.
- 11.3 The Hirer agrees to indemnify (and keep indemnified) QCAD Galleries against all actions, suits, claims and demands whatsoever arising out of or in connection with the Hirer's use of the Gallery, including (but not limited to) losses pursuant to:
- a) a breach of this Agreement by the Hirer;
 - b) any property damage at the Gallery pursuant to its occupation by the Hirer; or
 - c) any negligent act or omission or wilful misconduct of the Hirer.

12. General

- 12.1 In the event of any dispute or difference arising in respect of this Agreement, the Hirer and the QCAD Galleries Manager agree to negotiate in good faith to resolve such dispute.
- 12.2 This Agreement will be governed by, and construed in, accordance with the law in force in Queensland, Australia. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland.
- 12.3 Termination of this Agreement will not affect clause 10.
- 12.4 No Party will assign, mortgage, charge or otherwise encumber their rights under this Agreement without first obtaining the other Parties' written consent.
- 12.5 Nothing in this Agreement will be construed so as to constitute the Parties as partners or to create any agency or partnership between the Parties under any applicable law now or at any future time in force in the Commonwealth of Australia or the State of Queensland.
- 12.6 The provisions of this Agreement constitute the whole of the Agreement between the Parties.
- 12.7 This Agreement may be signed in any number of counterparts (whether in original or facsimile or scanned form) and all those counterparts together make one instrument.