

COTTESLOE 2017 TERMS & CONDITIONS ARTIST SUBMISSIONS

sculpture by the sea

SCULPTURES ELIGIBLE FOR ENTRY

All types, forms and sizes of sculpture, in all materials, are eligible for entry to *Sculpture by the Sea, Cottesloe* (SxS). The exhibition site can accommodate the largest to the smallest sculpture; however, when submitting works artists are required to consider safety, ease of installation and removal, the environment and the ability of their work to withstand sun, extremely strong wind, rain, salt spray and playful children climbing on the sculpture.

The Town of Cottesloe authorises Sculpture by the Sea Incorporated (SxSinc) to stage the exhibition along Cottesloe Beach and the foreshore. Please note that works considered by SxSinc or the Town of Cottesloe to be unsafe will be ineligible. The Town of Cottesloe is committed to maintaining and supporting events that include participation from the broader community and are not discriminatory or offensive in any way.

AVAILABLE SITES

Sites are available along Cottesloe Beach and foreshore from the Cottesloe Surf Life Saving Club to the main beach car park. Artists wishing to install sculptures in the sea are required to complete a further agreement to meet additional requirements including the responsibility for the installation of their work, its maintenance and removal at short notice in the event of forecasted big seas.

RESTRICTED SITES

The only restrictions on sites are for public, environmental and sculpture safety reasons; the rocky headland directly west of the Cottesloe Surf Life Saving Club, which is of importance to the local Indigenous community; and sculptures that incorporate fire or loud amplified sound.

THE SCULPTURE BY THE SEA CURATORIAL PANEL

- Prof. Sasha Grishin, Emeritus Professor, Australian National University, Canberra, Australia;
- Dr. Nien Schwarz, Artist & Senior Lecturer, School of Communications and Arts, Edith Cowan University, Perth, Australia; and,
- Panelist 3 and 4 to be announced.

If a member of the curatorial panel has a commercial relationship with an artist who has submitted a work for consideration, the submission will be considered by the other members of the panel alone.

THE SCULPTURE BY THE SEA CURATORIAL POLICY

SxS is inclusive of all modes of sculpture. This allows the exhibition to demonstrate sculpture's history and development to the public. One of the specific challenges for sculptors is the environment: landscape; its conditions; and history. SxS gives full recognition to the artists' freedom to balance artistic vision and the challenge of place.

This curatorial policy will be used by the Curatorial Panel when considering artist submissions.

FIRST TIME EXHIBITORS AND OVERSEAS ARTISTS

We welcome submissions from first time exhibitors and overseas artists. Many overseas artists return to exhibit year after year and have developed a significant following in Australia. However, despite the scale of the exhibition, the number of visitors and the level of sculpture sales we consistently achieve, we are a small organisation, so we cannot provide the level of financial assistance you might expect.

Our assistance to exhibiting artists includes: working with you to ensure your sculpture is safe for installation. We cover all reasonable installation costs, including heavy equipment and cranes. However, we are not able to cover the costs of freight, airfares, accommodation or fund the making of your sculpture. Our Insurance cover is limited to public liability insurance.

Please also see the section below titled 'Transportation to and from the Site'.

For international artists who want to make their sculpture in Australia, after you are accepted into the SXS please inform us of your plans and please note that except in rare circumstances, we are unable to provide assistance to artists to source materials, equipment or studio space to create new works.

SITE SELECTION AND ADDITIONAL INFORMATION

Where feasible, artists are encouraged to select three proposed sites for their sculpture by marking and describing their preferred sites, in order of preference, on the enclosed map. For local artists, if possible please submit a photo of each site with your entry. For artists unfamiliar with the exhibition site, view our virtual tour on our website, otherwise please describe the type of site or landscape you would prefer.

Western Australian artists whose works are chosen for exhibition will be notified late on 7 September, all other artists will be notified on 8 September. For artists who live in Perth, site meetings will be held on 8, 9 and 10 September to discuss site selection, construction and installation. Please keep one of these days free for a site meeting in case you are selected and indicate your preferred site meeting time on the entry form. Late on 7 September Western Australian artists will be contacted to confirm site meeting times. If selected artists are unable to attend site meetings, the Site Manager will discuss site and installation matters with the artist by email or telephone.

Following a meeting between the Site Manager and the Town of Cottesloe, artists may be required to provide additional information which, in some cases, may include engineering reports, prior to their work being approved. Artists will be required to submit additional information by 4 December 2016. Final site selection for all sculptures in the exhibition is the decision of SxSinc.

ARTIST AWARDS AND SUBSIDIES

Each year we seek to generate artist subsidies and awards, many of which are finalised throughout the year. Last year we secured over \$160,000 in cash subsidies, prizes, and materials for many artists. Subsidies and awards confirmed to date for 2017 are:

- The Rio Tinto Sculpture Prize and acquisitive award of \$50,000 gifted for permanent public placement in Western Australia
- Western Australian Sculptor Scholarship of \$10,000 with thanks to Gavin Bunning & Julienne Penny since 2013
- The Rio Tinto Western Australian Emerging Sculptor Mentorship of \$10,000
- The Crown Resorts Foundation & Packer Family Foundation Invited Indigenous Artist Program of \$10,000
- Install and de-install Site Crew and heavy equipment assistance for all artists
- Aluminium as a material for some Western Australian artists sponsored by Alcoa
- Site specific artist subsidies of a total up to \$10,000 for works that by their nature are unlikely to be sold
- The \$5,000 Andrea Stretton Memorial Invitation to exhibit at Sculpture by the Sea, Bondi 2017
- The EY People's Choice prize of \$5,000
- The Kid's Choice prize of \$2,000

Please note that artists do not need to apply separately for the above subsidies, awards and airfares. Recipients will be notified directly once the decisions have been made.

EPHEMERAL AND SITE SPECIFIC WORKS

We would like to encourage proposals from artists for ephemeral and site specific works. To this end we will provide up to \$10,000 to be distributed between selected artists. Installations or sculptures on the beach, in the water, on the grass terraces or suspended in the trees at Cottesloe Beach are especially encouraged. Please note that distribution of ephemeral and site specific subsidies will be made by the Founding Director of the exhibition.

TRANSPORTATION TO AND FROM THE SITE

Due to our limited budget, artists are responsible for the transportation of their sculptures, including international freight, to and from the exhibition site and for arranging the removal of all packaging materials from the site.

While we greatly enjoy exhibiting interstate and international artists, we like to advise interstate and international artists to make preliminary freight costing enquiries prior to submitting for the exhibition, and these costings should include return freight. Once selected, interstate and international artists are invited to discuss transport and packaging with the Assistant Site Manager.

For overseas artists only:

SxS has a nominated freight forwarder and customs broker. It is preferable that all international artists use the nominated freight forwarder for ease of importation. All international freighted sculptures must arrive in Australia by 14 February 2017 to allow sufficient time to clear Australian Customs and Quarantine procedures. Once selected, international artists will be provided with information regarding transportation and customs.

International artists who use the SXSINC preferred freight forwarder and Customs broker are able to import their work into Australia under a Deferred GST tax ruling that SXSINC and the Australian Tax Office (ATO) have agreed in July 2016. Under this tax ruling when a sculpture is imported for display at an SXS exhibition, 10% GST is charged to SXSINC on the declared value at the time of import of the work, but SXSINC is able to claim back this GST from the ATO. No charge for GST on import will be made to the artist. There is no time limit on how long the work can stay in Australia. Further information will be provided to artists selected to exhibit.

For international artists who do not use the preferred freight forwarder and Customs broker, SXSINC reserves the right to recharge to the artist any GST that is charged on the declared value at time of import.

INSTALLATION, DE-INSTALLATION AND MAINTENANCE

SxS will provide Site Crew, trucks, hiabs, a forklift and excavator to assist artists with sculpture install and de-install. Those artists whose sculptures require excessive use of these resources may be charged at the discretion of the Site Manager. Artists will be informed if their planned use of Site Crew or equipment exceeds the fair use allocation and any proposed charges prior to incurring those costs. Details of the equipment available will be provided to artists once selected.

Installation will take place 28 Feb - 2 March 2017, as agreed with the Site Manager. Approximately three weeks before the exhibition artists will be assigned their allotted day and time to commence installation.

Artists will generally have one full day to install their work unless otherwise agreed with the Site Manager. The responsibility for installing and de-installing the sculpture is the artist's. Please bring your own tools. If you need extra hands, bring them along. Assistance from SxSinc will include discussing the means of installation and the best access to the site from the nearest drop off point, together with site crew to help coordinate the installation. In the case of international and interstate artists, some additional install assistance can be arranged with the Site Manager.

Once artists are selected we will write to you requesting specific information about your sculpture. It is a condition of exhibiting that all selected artists provide a written statement on how they propose to install and de-install their sculptures, together with a list of all vehicles and heavy equipment they propose to bring or require on the site. It is a condition of exhibiting that artists comply with the agreed means of installation.

It is a condition of exhibiting that each artist provides the Site Manager with a photo of their completed sculpture by 15 January (unless this condition is waived in writing by the Site Manager). International artists will be required to submit a photo of their work 3 weeks prior to shipping. Works deemed unsafe or which do not match the Curatorial Panel's

expectations of the artist's proposal will be excluded from the exhibition. It is a condition of exhibiting and receiving any subsidies through SxSinc that each artist maintains their sculpture in a presentable condition throughout the exhibition, or hire the site crew to do so. This includes the repair of any minor damage to the sculpture.

De-installation will commence at 7am on 20 March and all sculptures are to be removed by the exhibiting artist by 6pm on 22 March unless otherwise agreed by the Site Manager. Due to the need to return the area to its normal condition, any sculpture not removed by 6pm will become the property of SxSinc. All sites must be returned to their original condition by each exhibiting artist.

ARTISTS EXHIBIT AT THEIR OWN RISK

The exhibition does not have an accidental and malicious damage insurance policy to cover the sculptures.

All risk in the exhibition of sculptures remains with the artist at all times, irrespective of whether the work is being handled by a member of the exhibition staff or our contractors or volunteers on or off site or in transit. By signing the entry form artists authorise the exhibition staff to move their sculpture or remove it from the site for any reason, including but not limited to public safety, damage or potential damage to the sculpture or for the cohesive curation of the exhibition. Over the period of the exhibition, daytime site crew will observe the sculptures while, the Town of Cottesloe Rangers, the Cottesloe Police and evening security guards will patrol the exhibition site. Exhibiting artists will be asked to assist on one or two occasions with volunteer artist walks of the exhibition from 6pm-9.30pm.

PACKAGING AND STORAGE

If your crate is constructed with nails it is likely it will fail during transport. For this reason please only use screws, bolts or similar fasteners and the use of nails for lids or access panels on crates is not permitted. If your crate requires repair due to poor construction or the use of nails you will be charged for crew time and materials to repair your crate if it is needed for transport. It is essential that any crates or materials to be stored by SxSinc on your behalf are clearly labelled with your name.

SxS Inc are able to offer storage during the exhibition for crates and packaging. After the exhibition international artists can store their sculpture for a period of up to 3 months for no cost, however the cost of the transport to and from our storage facility will be charged to the artists. Please note that the storage space is outside and we cannot accept responsibility for weather damage, theft or vandalism to crates, materials or sculptures.

More information on packaging and storage will be provided to accepted artists.

SCULPTURE INSIDE

SxSinc presents an indoor exhibition of small pieces by the exhibiting artists called *Sculpture Inside*. With over 200 works exhibited, this exhibition offers the artist a chance to introduce their sculpture to the public on a more intimate scale. With strong sculpture sales, *Sculpture Inside* provides the artist a further opportunity to make sales during the exhibition.

Artists must be accepted into the Outdoor exhibition before they can make a submission to exhibit at *Sculpture Inside*

It is a condition of exhibiting in SxS that selected artists submit a work for consideration by the Curator of *Sculpture Inside*.

EXHIBITION SALES

A substantial number of sculptures are sold during the exhibition, with 25-40% of outdoor works sold from our recent exhibitions. Artists should note, however, the overwhelming majority of sales of works are priced below \$50,000.

With the exception of ephemeral works or works on loan from collections, all sculptures in SxS and *Sculpture Inside* are available for sale through SxSinc as exclusive agent for the artist, in Australian dollars at the amount nominated by the artist, on the following terms:

1. The artist must take full responsibility for ensuring their work is in a condition ready for delivery to the buyer for permanent installation. If SxSinc is required to do any remedial work on the sculpture prior to delivery to the buyer, the artist will be invoiced at cost by SxSinc.

2. Where the Australian artist is registered for GST, a 10% Federal Goods and Services Tax (GST) is included in the sale amount; for those Australian artists who are not registered for GST, GST is added to the SxSinc sale commission as required by law; for overseas artists where their Australian earnings are \$75,000 or above within a twelve month period, Federal Goods and Services Tax (GST) will be included in the sale amount and will be remitted to the Australian tax office on their behalf by SxSinc.
3. SxSinc will take a 35% commission on any sale plus GST where applicable ("the Commission").
4. In the case of artists exclusively represented in WA by galleries or agents at the time the artist makes their submission to SxS, SxSinc will pay the gallery or agent a 10% commission on any sales, including *Sculpture Inside*, less bank and credit card charges.
5. The Commission will not be shared with the gallery or agent representing the artist if the artist themselves is the agent or the Director of the gallery.
6. For artists who are unrepresented in Western Australia (for Australian artists) or Australia (for international artists) at the time we first accept their application to exhibit in SxS, no commission will be paid to a gallery or agent on any sales made from this or future SxS exhibitions.
7. For sculptures accepted into either SxS or *Sculpture Inside*, from the time we accept your application until 6 months after the exhibition, or 12 months for international and interstate artists whose work remains in Perth, ('the Exhibition Contract Period') the sculptures are exclusively for sale through SxSinc as agent for the artist.
8. If, following an introduction to a prospective buyer ("Prospective Buyer") of your work in SxS, you are commissioned to create a new sculpture by the Prospective Buyer during the Exhibition Contract Period, the Commission is payable to SxSinc.
9. For artists who become represented by a gallery during the period of this agreement no commission on the sale of any sculptures exhibited in the exhibitions will be paid to the gallery.
10. The artist agrees that SxSinc is an authorised agent of the artist. However all risk in the work remains with the artist until possession is taken by the buyer.
11. Payments to artists for the sales of their work will be made approximately 10 weeks after the close of the exhibition, provided full payment has been received from the buyer, and after any relevant site, customs duty or transport costs have been deducted.
3. Artists agree that their sculptures will not affect the environment or the path in any lasting way e.g. rocks cannot be drilled into or trees cut back.
4. Once proposals are accepted by the Curatorial Panel it is important that any substantial changes to work are submitted to the Site Manager and approved by the Curatorial Panel, prior to the exhibition. No changes can be made after 8 January.
5. As we are concerned about the impact of loud sounds on the local residents, for any sculptures that utilise sound please submit a recording or a detailed description of the sound.
6. All directions/requests from Council officers, Police Department, other public authorities and the exhibition staff must be complied with.
7. Provided there is no conflict with an exhibition sponsor, artists may include the logo of two personal sponsors included in the catalogue next to the section on their work.
8. Artists' sponsors are not authorised to use images of the sculpture taken at the exhibition for commercial purposes, including commercial websites, without entering into a licence agreement with SxSinc.
9. Artists' sponsors are not authorised to promote their involvement with SxS or an artist in SxS via social media channels without prior consent from SxSinc.
10. Artists' sponsors are not to host functions on the exhibition site or issue press releases without the written consent of SxSinc.
11. Neither the artist nor SxSinc shall have the right to use or authorise the use of images of the sculpture taken at the exhibition or giving the impression it was taken at the exhibition, for commercial purposes, without the express written consent of the other. Please note, 'commercial purposes' means, the sale or licence of the right to use an image. This does not prevent you or SxSinc from using an image for promotional purposes as outlined in clauses 12 and 13 below.
12. SxSinc has the right to reproduce images of the sculpture to be exhibited provided by the artist for pre-selection and any images of the work in the exhibition for the exhibition catalogue, publicity, advertising or archival purposes in any manner connected with the exhibition or its sponsors, including a book on SxS that is available for sale.
13. Out of fairness to all exhibiting artists and for the long term management of SxS, as exhibitions run by a not for profit organisation, each exhibiting artist assigns to SxSinc that part of the world wide copyright in the artistic work which confers the exclusive right to make two dimensional copies of the work based on photographs taken while it is part of SxS, including images which give the impression the sculpture is on the SxS exhibition site. This right is to ensure SxSinc is in a position to stop third parties using images from SxS for advertising campaigns, except for campaigns we approve of and with the payment of an appropriate licence fee to SxSinc and the artist. SxSinc will not authorise the use of a photo of an artists sculpture under this clause for commercial purposes without the artists written approval. It is not the intention of SxSinc to enter into small scale commercial agreements with third parties for the licencing of images of sculptures taken at the exhibition, except for the possible sale of framed or unframed photos for which we will seek each artists consent. This clause does not prevent any artist from using images of their sculpture at SxS for non-commercial purposes as outlined in clause 13. Please note 'commercial purposes' means the sale or licence of the right to use an image.

ADDITIONAL IMPORTANT TERMS AND CONDITIONS

It is a fundamental term of exhibiting that you adhere to the following terms.

Failure to comply with these conditions will result in the artist forfeiting any artist subsidy or prize monies owed to them by SxSinc and may result in the artist's work being excluded or removed from the exhibition.

1. To enable us to effectively manage the exhibition's media plan, no artists are to issue a press release relating to their exhibiting in the exhibition without the written consent of SxSinc. We will invite all selected artists to submit any media ideas they have for consideration by the exhibition's publicist.
2. We encourage artists to use social media to promote their work in SxS and to raise funds through crowd sourcing. Out of fairness to other artists in the exhibition and to enable us to manage the SxS social media plan it is a condition of exhibiting that you obtain our written approval to conduct a crowd sourcing campaign or a major social media campaign (including setting up a website or Facebook page specific for your work in SxS), or to promote any activities on the exhibition site. This does not include occasional or even regular social media posts which we are more than happy for you to do and please share them with us so we can pass them on. Instead our approval is required to make sure you do not use social media to promote your sponsors in a way that would cause others to think they were sponsors of the whole exhibition, or that your sculpture was a focus of the exhibition to the exclusion of other works, or to host events for the public (eg. even if we like the idea we might need Council approval). As the role, importance and ease of accessing social media is rapidly changing we reserve the right to discuss our response to individual requests by artists and will provide more information to artists selected to exhibit.
14. Should you wish to use images of your work taken at the exhibition for any promotional purposes including websites, opening invitations or photos submitted to publications please notify us, credit the exhibition and establish a hyperlink to our official website www.sculpturebythesea.com
15. If an artist provides a sale price other than in Australian dollars, SxSinc will convert the foreign currency amount into Australian dollars at the time of editing the catalogue and account for any sales to the artist in Australian dollars.
16. For the purpose of managing sales and site safety, all selected artists are to have a daytime contact number or mobile phone number during the exhibition.
17. So as not to complicate sales under negotiation, artists are to notify the Sculpture Acquisitions Team one week before offering their sculptures as a donation or loan.
18. We will list your name and the title of your artwork on our small site

number plaques next to each sculpture. To keep the site uncluttered by signage the only other signage permitted for artists' works are to assist with crowd control or for digital or virtual works which require signage to inform the public of how to view the work. SxSinc will design and print all signage in consultation with the artist.

19. Artists are not permitted to have commercial logos or websites on their works.
20. The artist and SxSinc agree that in the event of a dispute between them that they will submit the dispute to mediation to be attended by both parties prior to either party commencing legal proceedings.

Note: The terms of this agreement apply into the future and are not limited to the year of exhibition.

ENTRY FEE

Only one work per artist will be pre-selected and no entry fees are refundable. If you require a tax invoice for your entry fee please fill in the section on page 2 of the application form. The entry fees are:

- General entry fee is \$45 inclusive of GST for the first proposal;
- Additional entries. Artists may enter up to 3 works for consideration. For every additional work entered a fee of \$25 and another application form is required; and
- Concession entry fee is \$25 inclusive of GST per proposal. Those eligible include full time students, the unemployed and healthcare card holders (please provide proof of eligibility, e.g. a photocopy of your card).

For Australian artists: entry fees can be paid by credit card, cheque or money order payable to Sculpture by the Sea Incorporated.

For overseas artists: entry fees can be paid by credit card or by international money order in Australian dollars. Applications will not be accepted if they include payments made in any other currency.

SUBMITTING YOUR APPLICATION

Please submit your application via one of the following ways by Friday 26 August 2016:

- Online by midnight Friday 26 August
- Post to: PO Box 300, Surry Hills, Sydney NSW 2010 Australia, postmarked by Friday 26 August 2015
- Deliver to: Suite 302, 61 Marlborough Street, Surry Hills, Sydney

PLEASE DO NOT SEND ORIGINAL PHOTOGRAPHS, IMAGES OR MAQUETTES

For the return of photographs or drawings, please supply a stamped self addressed envelope (in the correct size). If this is not provided proposals can be collected from our office by 7 October 2016 after which time they will be disposed of.