

**BONDI 2018
TERMS & CONDITIONS
ARTIST SUBMISSIONS**

sculpture by the sea

WELCOME

Welcome to the artist's application form for the 22nd annual *Sculpture by the Sea, Bondi* exhibition.

For first time exhibitors, especially from over seas, please ensure you read the section 'FIRST TIME EXHIBITORS & OVERSEAS ARTISTS'.

SCULPTURES ELIGIBLE FOR ENTRY

All types, forms and sizes of sculpture, in all materials, are eligible for entry to *Sculpture by the Sea, Bondi 2018* (SxS).

* To uphold our rigorous selection process and our commitment to exhibiting new work, any sculptures previously exhibited in Australia or sculptures from an edition previously exhibited in Australia will not be eligible, except when these works have been included in another *Sculpture by the Sea* exhibition. If a sculpture is one of a series previously exhibited in Australia it will be at the discretion of the Curatorial Panel and the Exhibition Director whether to include the sculpture in *Sculpture by the Sea*.

The exhibition site can accommodate the largest to the smallest sculpture. 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.

Waverley Council authorises Sculpture by the Sea Incorporated (SXSINC) to stage the exhibition on the Bondi to Tamarama beach coastal walk. Please note that works considered by SXSINC or Waverley Council to be unsafe will be ineligible. Waverley Council 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 the coastal walk from Tamarama Beach to the steps at the end of Notts Avenue, including rock platforms; garden beds; cliff tops; the park areas at Marks Park; and the sea. Artists wishing to install sculptures in the sea are required to meet additional conditions 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. To the extent possible these have been indicated on the enclosed map and include:

- any site within 2 metres distance from the cliff's edge;
- rock overhangs above the walkway;
- next to the narrower parts of the walk;
- rock platforms exposed to the surf;
- next to or on the Aboriginal rock carvings; and
- works which incorporate fire or loud amplified sound.

SCULPTURE BY THE SEA'S CURATORIAL PANEL

All artist submissions will be considered by our Curatorial Panel comprised of:

- Stephen Bradley, Manager, The Transfield Art Collection, Sydney;
- Geoffrey Edwards, Former Director, Geelong Gallery, and former Senior Curator, Sculpture, National Gallery of Victoria;
- Clara Hali, Sculptor & Lecturer, National Art School, Sydney; and
- Dr Nien Schwarz, Artist & Senior Lecturer, School of Arts and Humanities, Edith Cowan University, Perth.

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.

SCULPTURE BY THE SEA'S 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 & 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 site crew labour, heavy equipment and cranes, with details to be provided to artists selected for the exhibition.

However, we are not able to cover the costs of international or local 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, please describe the type of site or landscape you would prefer.

Artists whose works are chosen for exhibition will be notified by 18 April 2018. Site meetings will be held on 19, 20 and 21 April to discuss site selection, construction and installation for available artists. Regional and interstate artists are encouraged to attend if possible.

Please indicate your preferred site meeting date on the entry form. Following selection, artists will be contacted to confirm meeting times. Where 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, our engineers and Waverley Council some artists will be required to provide additional information. This may include engineering reports, prior to their work being approved, and is the decision of SXSINC. Final site selection for all sculptures in the exhibition is the decision of SXSINC.

EPHEMERAL AND SITE SPECIFIC WORKS

* We would like to encourage proposals from artists for ephemeral and site specific works. Installations or sculptures on the rocks or on Tamarama Beach are especially encouraged and will be considered for the \$5,000 - \$10,000 new and innovative works subsidies.

ARTIST AWARDS AND SUBSIDIES

Each year we seek to generate artist subsidies and awards, many of which are finalised throughout the year. Subsidies and awards confirmed to date for 2018:

- * The Aqualand Sculpture Award increased to \$70,000, an acquisitive award with the sculpture gifted by Aqualand to the Sydney Harbour Federation Trust for permanent public placement;
- Three Helen Lempriere Scholarships of \$30,000 each for Australian artists;
- Three Clitheroe Foundation Mentorships of \$10,000 each for young emerging Australian artists and their mentors;
- Four new and innovative works subsidies for International or Australian artists of \$5,000 - \$10,000 each, with support from the Australia Council for the Arts;
- An Artist cost contribution of up to \$2,000 to each artist who exhibits in both *Sculpture by the Sea* and 'Sculpture Inside', and who does not otherwise net over \$2,500 in sales, subsidies or awards from the exhibition ('the Artist Cost Contribution');
- * **For Israeli artists:** \$10,000 for an Israeli artist to exhibit
- **For New Zealand artists:** The Wallace Arts Trust New Zealand Sculptor Award of NZ\$7,000 towards exhibiting and travel;
- **For Tasmanian artists:** The Dick Bett Memorial Invitation of \$5,000 towards freight, materials, accommodation and airfare;
- The Andrea Stretton Memorial Invitation of \$5,000 towards freight, materials, accommodation and airfare to exhibit in *Sculpture by the Sea, Cottesloe* in Perth, Western Australia in March 2019;
- The Allens People's Choice Prize of \$5,000; and
- The Kids' Choice Prize of \$4,000 donated by Rebel Penfold Russell OAM.

Material Sponsorship is available for selected artists (see below). Please note that artists do not need to apply separately for the above subsidies, awards and airfares. Recipients will be notified directly.

MATERIAL SPONSORSHIP

Materials including plasma or oxycut steel and scrap mild steel are available from our sponsor Sell & Parker to be used in the sculptures exhibited. The Axolotl Art Projects material sponsorship is available to artworks designed with metallic surfaces, glass, printing and 2pak paints, or projects seeking design assistance. Please indicate on the entry form if you wish to be considered. International artists are only eligible if their sculpture is to be constructed in Australia and some materials (due to supply locations) are restricted to NSW/ACT artists only. Additional information will be supplied on the subsidies following pre-selection.

THE HELEN LEMPRIERE SCHOLARSHIPS

Three \$30,000 Helen Lempriere Scholarships ('the Scholarships') will be awarded to Australian sculptors who are selected to exhibit in SxS this year. The Helen Lempriere Scholarships are designed to assist sculptors with the advancement of their career through study or research. The Scholarships are made possible by The Helen Lempriere Bequest, a charitable trust managed by Perpetual.

All Australian citizens who apply to SxS, who have been sculptors for at least 5 years or who are at least half way through a relevant course of study, are eligible for the Helen Lempriere Scholarships. This is the minimum qualifying criteria as set down by Perpetual as trustee of the Helen Lempriere Bequest. The senior tertiary level academic(s) on the SxS Curatorial Panel will nominate a short list of sculptors to be considered for the Scholarships from those selected to exhibit in SxS. Each of the sculptors short listed for the Scholarships will be asked to provide a short proposal on how they would use the Scholarship funds to further their study or research in order to materially advance their skills or knowledge of sculpture. The Scholarship funds may be used to meet travelling expenses in Australia or overseas or to enable the recipient to pursue study or research, with the funds to be applied over a 12 - 24 month period.

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, international and interstate artists are invited to discuss transport and packaging with the Assistant Site Manager.

* Due to the great expense involved, any artists whose sculpture arrives on site after installation is complete, will forfeit the Artist Cost Contribution and will be required to pay for any equipment hired to install their sculpture.

For international 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. International artists will be required to submit a photo of their work 3 weeks prior to shipping. All international freighted sculptures must arrive in Australia by 2 October 2018 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 Goods and Services Tax (GST) ruling agreed between SXSINC and the Australian Tax Office (ATO). 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 & MAINTENANCE

To assist artists with their installation and de-installation, the exhibition will have cranes, fork lifts and trucks. Details of the equipment available will be provided to artists once selected.

Installation will take place on Monday 15, Tuesday 16 and Wednesday 17 October. Approximately three weeks before the exhibition artists will be assigned their allotted date 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 14 September (unless this condition is waived in writing by the Site Manager). Works deemed

unsafe or that 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 Tuesday 6 November and all sculptures are to be removed by the exhibiting artist by 5pm on Friday 9 November unless otherwise agreed by the Site Manager. Due to the need to return the walkway to its normal condition, any sculpture not removed by 5pm on 9 November 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, Waverley Council Rangers, the Waverley Police and evening security guards will patrol the exhibition site.

To minimise minor acts of vandalism all readily movable sculptures must be placed by the artist, or artists can choose to hire the exhibition's site crew to place their work into one of the secure storage facilities available on the exhibition site each night and placed back on site each morning.

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.

SXSINC 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.

SCULPTURE INSIDE

SXSINC presents an indoor exhibition of small pieces by the exhibiting artists with over 150 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. To be eligible for the Artist Cost Contribution each selected artist is required to submit a work for consideration by the Curator of Sculpture Inside. Each accepted work is eligible for the Aqualand Sculpture Inside Award of \$5,000. This is to ensure you have as many options as possible to earn income from the exhibition and because we do not have the funds to provide each artist with the Artist Cost Contribution.

EXHIBITION SALES

A substantial number of sculptures are sold during the exhibition, with on average 25-30% of outdoor works sold from our exhibitions. However, artists should note that the majority of sales are below A\$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 the 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 the artist will be invoiced at cost by SXSINC.
2. Where an 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, 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 NSW 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 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.
7. For artists who are unrepresented in NSW (for Australian artists) or Australia (for international artists) at the time they first exhibit in SxS, commission will only start to be paid to a gallery which in the future begins to represent the artist once the gallery fully represents an artist by holding a solo show for the artist.
8. * 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 Sydney, ('the Exhibition Contract Period') the sculptures are exclusively for sale through SXS as agent for the artist. If the works remain in storage organised by SXSINC or on loan to third parties organised by SXSINC, irrespective of the place of residence of the artist, the sales terms of this agreement apply for the period of that storage or loan.
9. 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 SXS.
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. If an international artist's sculpture that was exhibited in SXS is exhibited after the Exhibition, other than through SXSINC, for public display and sale in Australia during the Exhibition Contract Period, unless otherwise agreed with SXSINC in writing, the artist will repay SXSINC any funds provided by SXSINC to the artist to exhibit their work in SXS.
12. 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.

ADDITIONAL IMPORTANT TERMS AND CONDITIONS

To help us manage the exhibition fairly for all exhibiting artists it is important that you understand 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 your occasional social media posts, which we encourage you to share 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 they 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.
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. * Artists are prohibited from using Polystyrene in the fabrication of their works, except if this material is not used in a way which is an environmental risk.
5. 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 7 September, 2018.
6. 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.
7. All directions/requests from Council officers, Police Department, other public authorities and the exhibition staff must be complied with.
8. 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.
9. 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.
10. Artists' sponsors are not authorised to promote their involvement with SxS or an artist in SxS via social media channels without prior consent from the Director of SXSINC.
11. Artists' sponsors are not to host functions on the exhibition site or issue press releases without the written consent of SXSINC.
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 giving 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 artists. SXSINC will not authorise the use of a photo of an artist's sculpture under this clause for commercial purposes without the artist's written approval and without the artist receiving the appropriate acknowledgement, including their name and the title of their sculpture. 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 artist's consent. This clause does not prevent any artist

from using images of their sculpture at SxS for non-commercial purposes as outlined in clause

14. Please note 'commercial purposes' means the sale or licence of the right to use an image. 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 Exhibition Sales 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. From time to time issues arise that need to be resolved. We want to achieve this in a way mindful of the relationship with each exhibiting artist. We are working on a user friendly, simple dispute process, which will be provided to all artists accepted for the exhibition
21. 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. You will be emailed a receipt at the point of payment. 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 entry 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 all Artists: Entry fees can be paid by credit card. We accept Visa, Mastercard or American Express. Postal applications may include payment by money order or cheque.

CHECK LIST AND SUBMITTING YOUR APPLICATION

Please submit your application via post by 6pm Friday 29 March or online by midnight on Monday 2 April 2018.

Prior to submitting your application please acknowledge the following, which we ask you to do so you are aware that despite our best intentions our funds are limited and some costs are borne by each artist in the exhibition.

- I have read and understood the terms and conditions of exhibiting, including;
- all risk in your sculpture remains with the artist during the exhibition, including Installation and de-installation and transportation to and from the exhibition;
- the artist will cover the freight costs;
- public liability Insurance is provided but not insurance for damage or theft;
- no airfares or accommodation assistance is available; and
- we are pleased to provide all reasonable installation and deinstallation costs, including site crew labour, heavy equipment and cranes

We look forward to receiving your application and to staging the 22nd *Sculpture by the Sea, Bondi* exhibition.