

sculpture by the sea

bondi 2020

APPLICATION FORM &
TERMS & CONDITIONS



Principal Sponsor



Government Partners



Allens > < Linklaters

**The Helen Lempriere
Scholarships**

Managed by Perpetual as Trustee

Major Partners



Our Host

Artists are invited to submit entries online or via post for pre-selection in the 24th annual *Sculpture by the Sea* to be staged along the coastal walk from Bondi to Tamarama in Sydney, Australia from 22 October – 8 November, 2020.

Key Information:

- Exhibiting over 100 sculptures by Australian and overseas artists
- Strong sculpture sales
- Open to emerging and experienced artists alike
- Attracts 450,000 visitors each year

Awards & Subsidies include:

- The Aqualand Sculpture Award of \$70,000
- Each artist's costs are underwritten up to \$2,000 and all reasonable installation equipment is provided at no cost
- Three Helen Lempriere Scholarships of \$30,000 each open to Australian artists
- Four subsidies of \$5,000 - \$10,000 for new and innovative artworks funded by the Australia Council for the Arts
- Two Clitheroe Foundation Emerging Artists Mentorships of \$15,000 for young Australian artists
- \$20,000 for a Greek artist to exhibit
- \$10,000 for a Czech artist to exhibit
- Dick Bett Memorial Invitation for a Tasmanian artist of \$5,000

DEADLINE FOR ONLINE APPLICATIONS IS MIDNIGHT SUNDAY 17 MAY AUSTRALIAN EASTERN STANDARD TIME.

This year no paper copy applications are being accepted by post or hand delivery. For any assistance with the online application please email zoe.kazic@sculpturebythesea.com

For Office Use Only		
☐ Cheque	☐ Envelope Supplied	
☐ Initials	☐ Entered	☐ ACT
☐ of ☐ submissions		
☐ Under 35	☐ Paid	

This application is a contract between the artist and Sculpture by the Sea Incorporated ABN 84 103 984 756 (SXSINC), the terms of which are outlined in this document. Please read the Terms & Conditions carefully.

PRIMARY CONTACT INFORMATION

Is this a group proposal? ☐ Yes. If so, please provide below the contact details for one group member.

First Name				Last Name			
Address							
Town/Suburb		State		Country		Postcode	
Mobile phone				Landline phone			
Email							
Country of Nationality (for the purposes of cataloguing)				Date of Birth (DD/MM/YYYY)			
Have you exhibited in <i>Sculpture by the Sea</i> (SxS) before? ☐ No ☐ Yes. If yes, please list previous SxS exhibitions including location and year:							

For those who have not exhibited before, how did you hear about the exhibition? ☐ SxS website ☐ SxS eNews ☐ Social Media

☐ Other (please specify):

SUBMISSION DETAILS (for the purposes of cataloguing)

Artist / Group name (if different from contact name above)								
Title of work						Year of work		
Materials								
Dimensions of work	height (cm)		width (cm)		depth (cm)		approximate weight (kg)	
Is your work part of an edition?	☐ No	☐ Yes, it is #		in edition of				
Is your work part of a series?	☐ No	☐ Yes						
Has your sculpture been exhibited previously?	☐ No	☐ Yes* (please list where, when, whether it was an edition or part of a series, and price):						
Is your work available for sale?	☐ No	☐ Yes (please provide a sale price in AUD inclusive of 35% commission & 10% GST if applicable):						
Are you exclusively represented by a gallery or an agent in the State of New South Wales (NSW)?	☐ No	☐ Yes** (please provide the name of the representing gallery):						

** SXSINC will receive a 35% commission on any sale plus GST where applicable. See Exhibition Sales terms and conditions regarding commission payments to NSW galleries or agents.

What is the current status of the work? ☐ Concept ☐ Work in Progress ☐ Completed

Is your sculpture suitable for permanent outdoor installation? ☐ No ☐ Yes (please estimate the life span in years):

BIOGRAPHY & STATEMENT

Please provide the following information, which will form the basis of what is published in the exhibition catalogue.

Brief statement (max. 250 characters). Please also attach an additional up to 200 word statement for the work on a separate page.

Artist's brief biography (max. 500 characters), including applicable qualifications, awards, significant collections & commissions. Please also attach a resume up to 2 pages.

MATERIAL SPONSORSHIP

- ☐ Please tick if you are interested in being considered for the Sell & Parker steel material sponsorship (NSW & ACT artists only)
- ☐ Please tick if you are interested in being considered for the Axolotl Art Projects sponsorship (NSW & ACT artists only)
- ☐ Please tick if you are interested in being considered for the Capral Aluminium Material Sponsorship (Australian artists only)

SITE MEETINGS

If you are selected to exhibit, you will be notified by Thursday 28 May. Site meetings will not be possible this year. Instead our Site Managers and Exhibition Director will speak with selected artists who speak English, Spanish or Portuguese by telephone. Please tick a preferred date.

☐ Friday 29 May ☐ Monday 1 June ☐ Tuesday 2 June

APPLICATION FEE PAYMENT

Please indicate how many applications you are submitting (maximum of 3): ☐ 1 entry, total of \$45 ☐ 2 entries, total of \$70 ☐ 3 entries, total of \$95

Please tick if you are eligible for concession pricing, and attach proof of eligibility: ☐ 1 entry, total of \$25 ☐ 2 entries, total of \$50 ☐ 3 entries, total of \$75

Please choose from one of the two payment methods below.

1. ☐ Cheque or Money Order made payable to Sculpture by the Sea Incorporated. Enclosed is a cheque/money order for \$

2. ☐ VISA ☐ Mastercard Please charge \$ to the selected credit card

Credit card number

Expiry date /

Cardholder's name

Cardholder's signature

SUPPORT MATERIALS

Please include the following material to support your application (please tick):

- ☐ **For completed sculptures:** provide up to three photographs of the work for assessment;
- ☐ **For proposals or works in progress:** provide a brief description of the work with drawings or designs;
- ☐ Proposal Summary Template (included in this document);
- ☐ Site Map (included in this document) with your three preferred sites marked or details of type of site you would prefer. Where possible, please include marked photos of your preferred sites for installation;
- ☐ Your current resume up to a maximum of 2 printed A4 pages;
- ☐ Extended statement for the work (up to 200 words); and
- ☐ Up to 6 photographs of previous works to support the assessment of the submission. Please note, artists who have exhibited in *Sculpture by the Sea* before should not assume the Curatorial Panel will be familiar with their work.

Please note:

- Digital images must be clearly labelled and in either .jpeg or .tiff format. They are to be no less than 400kb and no more than 10mb in file size each.
- Statements and sculpture descriptions must be clearly labelled and in .doc or .docx format.
- Please do not send applications on USB or disc.
- All hardcopy material supplied must be of a maximum of A4 size. Please do not bind or send hardcopy applications in a folder.
- Please do not supply maquettes. If you have a maquette of the proposed work, please submit a photo of it.
- Only complete applications will be accepted. Please do not send applications in two or more parts.
- Please do not supply original copies of drawings/designs. Submissions will only be returned to artists who supply a stamped self addressed envelope; and
- Artists must be accepted into the outdoor exhibition before they can make a submission to exhibit in 'Sculpture Inside'.

SUBMITTING YOUR APPLICATION

Please submit your application online by Sunday 17 May, 11.59pm Australian Eastern Standard Time.

ARTIST'S SIGNATURE

Please sign to indicate you have read and accept the terms and conditions outlined in this document.

Date / /

Tax invoice/receipt from Sculpture by the Sea Incorporated ABN 84 103 984 756.

Please complete this receipt if you require a tax invoice/receipt for tax purposes. This will be returned to you following the pre-selection process.

Name: Amount paid including GST: \$

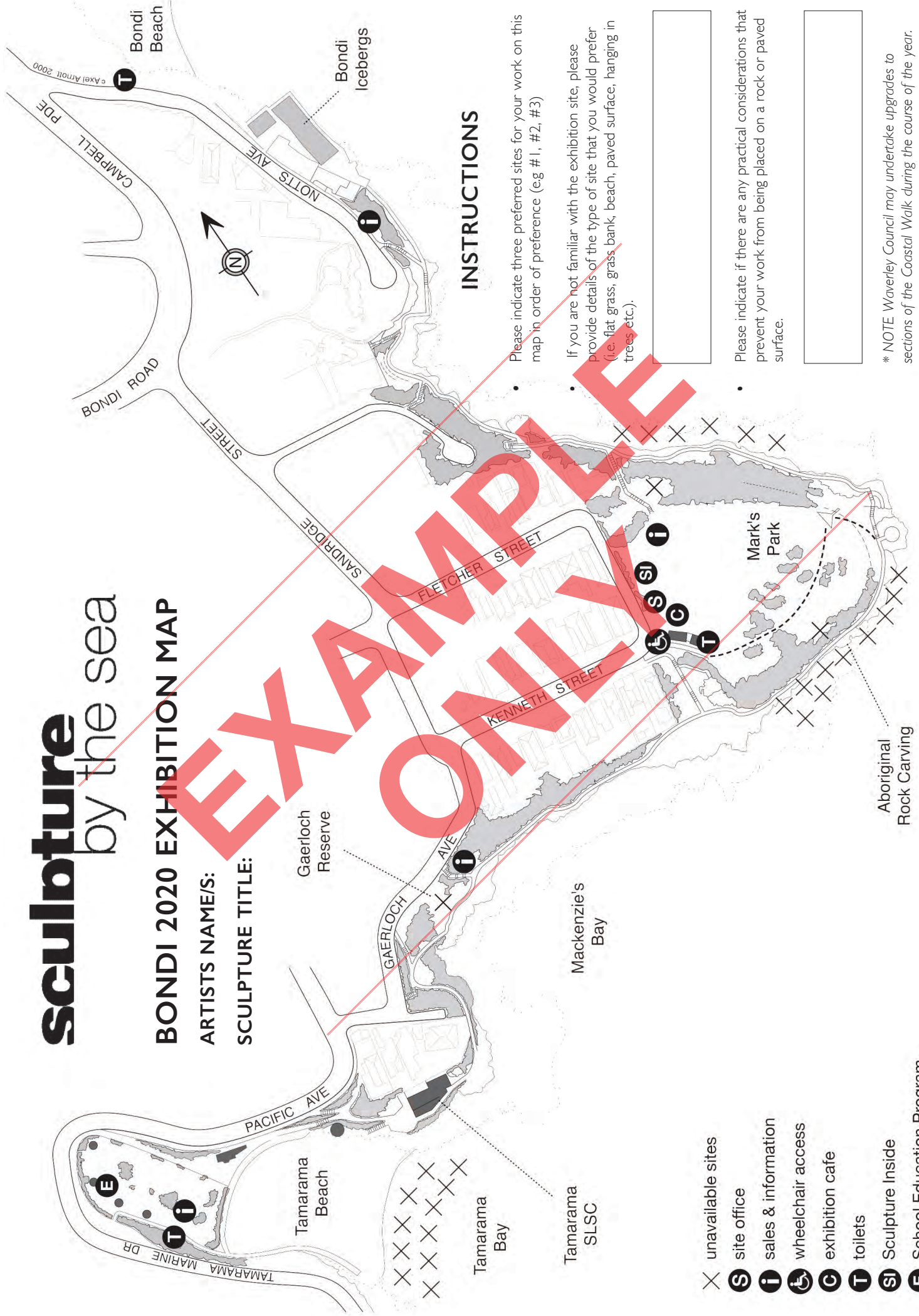
Address:

sculpture by the sea

BONDI 2020 EXHIBITION MAP

ARTISTS NAME/S:

SCULPTURE TITLE:



INSTRUCTIONS

Please indicate three preferred sites for your work on this map in order of preference (eg #1, #2, #3)

If you are not familiar with the exhibition site, please provide details of the type of site that you would prefer (i.e. flat grass, grass bank, beach, paved surface, hanging in trees etc.)

Please indicate if there are any practical considerations that prevent your work from being placed on a rock or paved surface.

* NOTE Waverley Council may undertake upgrades to sections of the Coastal Walk during the course of the year. The Site Manager will keep pre-selected artists informed of any major changes

- X unavailable sites
- S site office
- i sales & information
- wheelchair icon wheelchair access
- C exhibition cafe
- T toilets
- SI Sculpture Inside
- E School Education Program

ARTIST NAME:

SCULPTURE TITLE:

THIS PAGE FORMS A CRITICAL PART OF YOUR APPLICATION AS IT IS THE FIRST PAGE THE CURATORIAL PANEL WILL VIEW.

PLEASE ENSURE YOU HAVE COMPLETED THIS PAGE AS PER THE INSTRUCTIONS

Place key image(s) of the work you are submitting
for the exhibition here.

If you are submitting images digitally, please fill
out the details below and indicate the name of the
image file(s) here.

EXAMPLE ONLY

DIMENSIONS:

Height: Width: Depth:

Approximate weight:

Finish colour:

MATERIALS USED:

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.....

.....

BRIEF DESCRIPTION OF THE STRUCTURE AND CONSTRUCTION METHOD:

(if there are multiple but separate pieces that make up your work, please make this clear)

.....

.....

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.....

BONDI 2020
TERMS & CONDITIONS
ARTIST SUBMISSIONS

sculpture by the sea

WELCOME

Welcome to the artist's application form for the 24th annual *Sculpture by the Sea, Bondi* exhibition.

For first time exhibitors, especially from overseas, 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 2020* (SxS).

The exhibition site can accommodate very large to small sculptures. 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.

***In light of the challenges faced by artists this year due to the Covid-19 virus and its impact on daily life, work and travel, we welcome applications from artists who wish to exhibit sculptures shown previously, in *Sculpture by the Sea* or elsewhere, five or more years ago. This year will not be a retrospective exhibition but it may feature a number of sculptures previously exhibited.**

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 four person Curatorial Panel including:

- Dr Malcom Bywaters, Senior Lecturer, Academic Director – Academy Gallery & Exhibitions, University of Tasmania;
- Geoffrey Edwards, Curator Pt Leo Estate Sculpture Park, former Director, Geelong Gallery, and former Senior Curator, Sculpture & Glass, National Gallery of Victoria;

- Wendy Teakel, Artist, Honorary Visitor and Former Head of Sculpture, Australian National University, School of Art and Design.

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. Please note that the entire exhibition site is available on Google Street View, which may assist those artists unfamiliar with the site in selecting a suitable location for their installation. See link [here](#).

Artists whose works are chosen for exhibition will be notified by Thursday 28 May 2020. Site meetings will not be possible this year. Instead our Site Managers and Exhibition Director will speak with selected artists who speak English, Spanish or Portuguese by telephone on either 29 May, 1 June and 2 June.

Please indicate on the entry form your preferred day for us to speak with you. We will be in contact to confirm telephone meeting times.

Following a meeting between our Site Managers, 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 2020:

- The Aqualand Sculpture Award of \$70,000, an acquisitive award with the sculpture gifted by Aqualand for permanent placement in Sydney
- 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');
- Three Helen Lempriere Scholarships of \$30,000 each open to Australian artists
- 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
- Two Clitheroe Foundation Emerging Artist Mentorships of \$15,000 for young Australian artists
- **Greek Artists:** \$20,000 for a Greek artist to exhibit, thanks to the Greek community in Sydney
- **Czech Artists:** \$10,000 for a Czech artist to exhibit, thanks to the Czech Consulate in Sydney
- **Tasmanian Artists:** Dick Bett Memorial Invitation for a Tasmanian artist of \$5,000
- Mostyn Family Foundation Artist Subsidy of \$5,000
- The Howarth Foundation Artist Subsidy of \$5,000
- Waverley Council Mayor's Award of \$5,000
- Allens People's Choice Price of \$5,000
- The Kids' Choice Prize of \$5,000

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

MATERIAL SPONSORSHIP

We anticipate the following material sponsorships will be available for selected artists living in Australia:

- Aluminium products such as extrusions, plate, treadplate and sheet will be available and additional services such as CNC router cutting to turn the plate, sheet or extrusions into components material sponsorships. With thanks to Capral Aluminium.
- Plasma or oxycut steel and scrap mild steel will be available to Australian artists in NSW and the ACT. With thanks to Sell & Parker.
- 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 halfway 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 Site Managers.

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 strongly recommended 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 9 October 2020 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, forklifts and trucks. Details of the equipment available will be provided to artists once selected.

* Installation will take place on Monday 19, Tuesday 20 and Wednesday 21 October. Approximately two or three weeks before the exhibition artists will be assigned their allotted date and time to commence installation. It is a condition of being in the exhibition that artists are available to install their sculptures at the time designated to them by the Site Manager on these days.

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 artists. 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 receiving your authorisation to install to exhibit and receiving any subsidies or awards 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. Artists are to comply with the agreed means of installation and de-installation;
- Provide the Site Manager with a photo of their completed sculpture by 18 September, or prior to international freight (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 not receive an authorisation to install and will be excluded from the exhibition;
- * Provide the Site Manager with their plans for the freight or storage of their sculpture after the Exhibition, with such plans to be approved in writing by the Site Manager; and
- Maintain 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 10 November and all sculptures are to be removed by the exhibiting artist by 5pm on Thursday 12 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 12 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, our contractors, our volunteers, on or off site or in transit. By signing the application 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, STORAGE AND RETURN OF SCULPTURES

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 artist. Please note that the storage space is outside and we cannot accept responsibility for weather damage, theft or vandalism to crates, materials or sculptures.

* No loose polystyrene packing materials are to be used for packaging artwork in transport crates, and the artist will forfeit their Artist Cost Contribution or any artist subsidy or award if the un-crating of their sculpture onsite leads to the pollution of the site by any loose polystyrene materials.

The artist is responsible for de-installing, cleaning and packing the Sculpture after the exhibition, or engaging SXSINC to do so on behalf of, and at the cost of the artist.

'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.

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

To be eligible for the Artist Cost Contribution each artist selected to exhibit in SxS is required to submit a work for consideration by the Curator of 'Sculpture Inside'. 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 receive a 35% commission on any sale plus GST where applicable ("the Commission").
4. The phrase "all sculptures in SXS or 'Sculpture Inside'" in this section of the contract includes the sculpture in the exhibition and all remaining limited editions up to 12 limited editions.
5. 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.
6. 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.
7. 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.
8. 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.
9. * 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 sculptures remains in Sydney, ('the Exhibition Contract Period') the sculptures are exclusively for sale through SXS as agent for the artist. If the sculpture remains 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.
10. * If, following a direct introduction to a prospective buyer by SXSINC, or a prospective buyer approaches you during the Exhibition Contract Period having seen your sculpture in SxS ('Prospective Buyer') and you sell your Sculpture or another existing sculpture to, or you are commissioned to create a new sculpture by, the Prospective Buyer the Commission is payable to SXS.
11. The artist agrees that SXSINC is an authorised agent of the artist. However, all risk in the sculpture remains with the artist until possession is taken by the buyer. Under this agreement possession of the sculpture will be taken by the Buyer at the earliest of the following: (i) once de-installation of the sculpture is completed and the moment the Buyer, their agent (which includes SXSINC), or carrier begin to collect the sculpture for crating or to move it from the Exhibition site; or (ii) the Artist agrees to deliver the sculpture to the address nominated by the Buyer, in which case possession is taken by the Buyer when the sculpture starts to cross the boundary of the Buyer's property; (iii) in the situation when the Artist makes a new edition for the Buyer, modifies or repairs the Sculpture, risk passes once the sculpture is no longer on the artist's or the fabricator's premises either for the purposes of freight or for the crating of the sculpture.
12. It is a condition of exhibiting that you will supply an Artist Maintenance Guide and Guarantee for your sculpture to SXSINC which will be provided to a Buyer at the time of sale.
13. * If an 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, courtesy of an award or subsidy or otherwise, to the artist to exhibit their work in SXS.

14. * Payments to artists for the sales of their work will be made approximately 12 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.
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 or leases under negotiation, artists are to notify the Director of Sculpture Sales at least one week before offering their sculpture(s) as a donation or loan. Failure to do so may result in the artist forfeiting their Artist Cost Contribution, this is because we are always working on opportunities for artists.

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 the terms and conditions in this contract 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 (e.g. 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 or packaging 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 4 September, 2020.

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. 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.
16. Artists are not permitted to have commercial logos or websites on their works.
17. 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

18. 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 online by midnight on Sunday 17 May 2020 Australian Eastern Standard Time.

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;
- public liability Insurance is provided but not insurance for damage or theft;
- the artist will cover the freight costs;
- 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 24th *Sculpture by the Sea, Bondi* exhibition.