

**COTTESLOE 2021**  
**TERMS & CONDITIONS**  
**ARTIST SUBMISSIONS**

# sculpture by the sea

## **WELCOME**

Welcome to the artist's application form for the 17th annual *Sculpture by the Sea, Cottesloe* 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 into *Sculpture by the Sea, Cottesloe 2021* (SxS).

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

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 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. Restricted sites include the rocky headland directly west of the Cottesloe Surf Life Saving Club, which is of importance to the local Indigenous community. Sculptures that incorporate fire or loud amplified sound are also restricted.

## **\*SCULPTURE BY THE SEA'S CURATORIAL PANEL**

All artist submissions will be considered by this year's Curatorial Panel for *Sculpture by the Sea, Cottesloe*:

- Ron Bradfield Jnr, Artist, CYO of Yarns R Us, Storyteller and former Regional & Indigenous Development Manager, Artsource;
- Professor Ted Snell AM Cit WA, Chief Cultural Officer, Cultural Precinct, University of Western Australia;

- Dr Nien Schwarz, Artist & Senior Lecturer, School of Arts and Humanities, Edith Cowan University;
- Philip Spelman, Artist

If a member of the Curatorial Panel has a commercial, professional or close personal relationship with an artist who has submitted a work for consideration, the submission will be considered by the other members of the panel.

## **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 Wednesday 2 September 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 Friday 4 September or Monday 7 September.

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 the Site Manager, our engineers and the Town of Cottesloe, some artists may 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.

### **\*ARTIST AWARDS AND SUBSIDIES**

Each year we seek to generate artist awards and subsidies, many of which are finalised throughout the year. Awards and subsidies confirmed to date for 2021:

- The \$10,000 Bendat Family Foundation Invited WA Artist Program, each for three WA artists invited by the SxS National Artistic Advisory Committee
- Western Australian Sculptor Scholarship of \$10,000 with thanks to Gavin Bunning AM & Julienne Penny
- Alcoa Aluminium Award of \$10,000 for a new significant work in Aluminium open to all exhibiting artists
- The Mostyn Family Foundation Artist Subsidy of \$5,000 for an International Artist
- Assistance for all artists for reasonable use of install and de-install Site Crew and heavy equipment
- The EY People's Choice prize of \$5,000

Please note that artists do not need to apply separately for the above awards and subsidies. Recipients will be notified directly.

### **MATERIAL SPONSORSHIP**

Aluminium products such as extrusions, plate, treadplate and sheet are available from our sponsor Capral. Capral also provide additional services such as CNC router cutting to turn the plate, sheet or extrusions into components.

Please indicate on the entry form if you wish to be considered for this material sponsorship. International artists are only eligible if their sculpture is to be constructed in Australia and some materials (due to supply locations) are restricted to Western Australian artists. Additional information will be supplied following pre-selection.

### **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. If we are required to remove and return crates from site this will be charged to the artist.

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 Manager.

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

### **For international artists only:**

SXSINC 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 Tuesday 16 February 2021 to allow the time to clear Australian Customs and Quarantine procedures. Once selected, international artists who use the SXSINC preferred freight forwarder and Customs broker can 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, with SXSINC 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 from Tuesday 2 March to Thursday 4 March 2021. 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. Each artist is responsible for installing and de-installing their sculpture, unless otherwise agreed with the Site Manager. 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. It is a condition of exhibiting that artists comply with the agreed means of installation;
- Provide the Site Manager with a photo of their completed sculpture by Sunday 7 February 2021, or for international artists, 3 weeks prior to shipping, whichever is earlier. Works deemed unsafe or which do not match the Curatorial Panel's expectations of the artist's proposal 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 23 March 2021 and all sculptures are to be removed by the exhibiting artist by 6pm on Thursday 25 March 2021 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 sculpture exhibited by the artist 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 will observe the sculptures. The Town of Cottesloe Rangers, the Cottesloe 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 is 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 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. SXSINC reserves the right to exclude from the Exhibition any sculpture packed in 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 100 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 strongly encouraged that all selected artists 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.

### **EXHIBITION SALES**

A substantial number of sculptures are sold during the exhibition, with on average 20-25% 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 WA by galleries or agents at the time the artist makes their submission for this Exhibition, 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 under this contract will be paid to the gallery.
8. For artists who are unrepresented in WA (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 SXSINC.
11. 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. 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 SXINC in writing, the artist will repay SXSINC any funds provided by SXSINC to the artist to exhibit their work in SXS, including the cost of installation and de-installation.
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 under negotiation, artists are to notify the Exhibition Sales team one week before offering their sculptures as a donation or loan.

### **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 award 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. With the exception of promoting an unrelated solo exhibition, all artists agree not to do or allow any media, digital media or social media on them or their sculpture for any other exhibition in WA for the three months before SxS until the close of SxS.
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 11 January, 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](http://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 Wednesday 19 August 2020 Australian Western 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 17th *Sculpture by the Sea, Cottesloe* exhibition.