

BONDI 2023 TERMS & CONDITIONS ARTIST SUBMISSIONS

* New terms of the artist contract are marked with an asterisk

WELCOME

Welcome to the artist's application form for the 25th annual *Sculpture by the Sea, Bondi* exhibition (the Exhibition).

First time and overseas exhibitors, please ensure you read '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, Bondi* 2023 (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 touching and potentially 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.

*To uphold our rigorous selection process and 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.

*Once the sculpture is selected for the Exhibition the artist agrees not to exhibit a similar sculpture in Sydney or New South Wales, Australia prior to the end of the Contract Period. The artist will disclose to the Site Manager the existence of any current or pending exhibition of their sculpture that may include a sculpture that is similar to that selected for the Exhibition. The decision of the Site Manager in good faith that a sculpture is similar to that selected and should be excluded from the Exhibition shall be final.

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; park areas of 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.

sculpture by the sea

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
- **Olga Cironis**; Artist
- **Terence Maloon**; Director, ANU Drill Hall Gallery & University Art Collection
- **Dr Nien Schwarz**; Artist & Honorary Senior Lecturer, School of Arts and Humanities, Edith Cowan University

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 and 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 reasonable installation costs, including site crew labour, heavy equipment and cranes up to a capped amount, 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 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 in order of preference, marking and describing their preferred sites 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 exhibition site in selecting a suitable location for their installation. See link [here](#).

* Local artists whose work is chosen for SxS will be notified by Monday 8 May 2023 and offered the opportunity to attend a site visit on either Thursday 11, Friday 12 or Saturday 13 May 2023. Please indicate on the entry form your preferred day. All other SxS selected artists will be offered virtual site visits in the weeks following. Please note, a draft site map is only finalised following site visits, either in person or virtual, with all selected artists. Final site selection for all sculptures in the exhibition is the decision of SXSINC.

Following a meeting between the SxS Site Manager, SxS affiliated engineers and Waverley Council, some artists may be required to provide additional information. This may include engineering certification prior to the work being approved, and is the decision of SXSINC.

EPHEMERAL AND SITE-SPECIFIC WORKS

We encourage proposals from artists for ephemeral and site-specific works. Installations or sculptures on the rocks or on Tamarama Beach are especially encouraged.

***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 2023:

- *The Aqualand Sculpture Award of \$100,000 an acquisitive award with the sculpture gifted by Aqualand for permanent placement in Sydney. Thank you to Aqualand for increasing their acquisition award to \$100,000 for 2023 as part of the celebrations of the 25th SxS Bondi exhibition.
- Helen Lempriere Scholarship of \$30,000 open to Australian artists
- ***International Artists Only:** An Artist cost contribution of up to \$3,000 to each artist who exhibits in both Sculpture by the Sea and 'Sculpture Inside', and who does not otherwise net over \$3,500 in sales, subsidies or awards from the exhibition ('the Artist Cost Contribution');
- ***Australian Artists Only:** An Artist Cost Contribution of up to \$4,500 to Australian Artists who exhibit in both *Sculpture by the Sea, Bondi* and 'Sculpture Inside' Bondi 2023, and who do not otherwise earn a minimum of

\$6,500 from the exhibition, with thanks to the Australian Federal Government's RISE Fund for the Arts.

- *The Springshoots Artist Subsidy for the freight to Sydney for a Chinese Artist.
- Two Clitheroe Foundation Emerging Artist Mentorships of \$15,000 for young Australian artists
- Danish Artists: The Friendship Society of Denmark, Australia and New Zealand, Danish Artist Award of \$15,000 with the recipient to travel to Sydney for the opening of the exhibition.
- 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
- Waverley Council Mayor's Award of \$5,000
- Allens People's Choice Prize of \$5,000
- The Kids' Choice Prize of \$4,000

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.

***SPONSORSHIP**

Corporate sponsorship contributes approximately 20% of the of the funds required to stage SxS. Exhibiting artists are provided with a list of the confirmed corporate sponsors in the first artist letter and any new sponsors secured in the lead up to the exhibition, with artists to be informed within two weeks of new sponsors being confirmed. If any exhibiting artist has concerns about exhibiting in SxS due to any of the corporate sponsors, the artist has the right to withdraw from the exhibition with no recourse or right to compensation. Please note sponsors may be confirmed at any time up to the opening of the exhibition.

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.

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.

HELEN LEMPRIERE SCHOLARSHIPS

The \$30,000 Helen Lempriere Scholarship ('the Scholarship') will be awarded to Australian sculptor selected to exhibit in the Exhibition. 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. 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 2 October 2023 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 Monday 16, Tuesday 17, Wednesday 18 and Thursday 19 October 2023. Approximately three weeks before the exhibition, artists will be assigned their date and time to commence installation. It is a condition of being in the exhibition that artists are able to make their sculpture available for installation 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 selected, we will write to you requesting specific information about your sculpture. It is a condition of receiving your Authorisation to Install 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, and that artists comply with the agreed means of installation;
- Provide the Site Manager with a photo of their completed sculpture by 15 September 2023, 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 7 November 2023 and all sculptures are to be removed by the exhibiting artist by 6pm on Thursday 9 November 2023 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. 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 into one of the secure storage facilities available on the exhibition site each night and placed back on site each morning, or artists can choose to hire the exhibition's site crew to place their work.

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 securely and undercover with SXSINC in Perth for a small fee, with the cost of the transport to and from our storage facility to be charged to the artist.

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 with 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 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 or lease through SXSINC as the exclusive agent for the artist, in Australian dollars at the amount nominated by the artist, on the following terms. Please note, where a sale is referred to in this contract, the same applies for any lease.

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 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 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 remain in New South Wales, ('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 SXSINC 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 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. 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.
1. To enable us to effectively manage the exhibition's media plan, no artists or their agents 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 NSW 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, hosting of events 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 and or vegetation cut back.
 4. Artists are prohibited from using Polystyrene in the fabrication of packaging of their works, except if this material is not used in a way which is an environmental risk. Failure to comply with this term will result in the artist and their artwork being excluded from the exhibition.
 5. Once proposals are accepted by the Curatorial Panel it is important that any substantial changes to work are submitted to the Site Manager for review and possible approval by the Curatorial Panel, prior to the exhibition. No changes can be made after 31 August 2023.
 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

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.

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, press releases or advertising 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 worldwide 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. *For the purpose of clarification, artists are not to enter into commercial contracts with third parties that are designed to give third parties benefits of association or

commercial rights that seek to benefit from SxS or the public reparation or community goodwill for SxS without the written approval of the Exhibition Director.

18. 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.
19. 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 9am Wednesday 26 April 2023 (Australian Easter 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
- SxS are pleased to provide reasonable installation and deinstallation costs, including site crew labour, heavy equipment and cranes.

We look forward to receiving your application and to staging the *Sculpture by the Sea, Bondi 2023* exhibition.