

sculpture by the sea

SCULPTURE BY THE SEA, COTTESLOE 2027 TERMS & CONDITIONS

* New Terms & Conditions of artist contract are marked with an asterisk

SCULPTURES ELIGIBLE FOR ENTRY

All types, forms, and sizes of sculpture, in all materials, are eligible for entry into *Sculpture by the Sea, Cottesloe 2027* ('the Exhibition').

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.

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.

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 ('SxS'). If a sculpture is one of a series previously exhibited in Australia, selection will be at the discretion of the Exhibition Curatorial Panel and Artistic Director whether to include the sculpture in the Exhibition.

Once the sculpture is selected for the Exhibition the Artist agrees not to exhibit a similar sculpture in Australia prior to the end of the Contract Period. The Artist will disclose to the Exhibition's Production Executive the existence of any current or pending exhibition that may include a sculpture that is similar to that selected for the Exhibition. It will be the decision of the Exhibition Curatorial Panel and Artistic Director whether a sculpture is similar to that selected and should be excluded from the Exhibition.

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 Aboriginal 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 Exhibition's four-person Curatorial Panel, including:

- **Geoffrey Edwards** Curatorial Advisor Pt Leo Estate Sculpture Park; Member of the National Artistic Advisory Committee ('NAAC') for SXSINC.
- **Sharyn Egan** Artist; Member of the NAAC for SXSINC.
- **Philip Spelman** Artist; Board Member and NAAC for SXSINC.
- **Fourth Panel Member** (*to be confirmed*)

If a member of the Curatorial Panel has a prior or current 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

The Exhibition 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. SXSINC 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 Artists' submissions.

ALL ARTISTS

Artist participation does not come with any offer of financial support from SXSINC apart from the Artist Cost Contribution for Australian artists funded by Austrade (for details see page 2 below). We cannot cover the costs of international or local freight, airfares, accommodation or fund the making of an Artist's sculpture. Artists will be advised if this situation changes in any way.

FIRST TIME EXHIBITORS & INTERNATIONAL 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 that may be expected.

For any international Artists who are accepted into the Exhibition and want to make their sculpture in Australia, please inform us of your plans. Please note it is only in rare circumstances that SXSINC is able to provide assistance to Artists to source materials, equipment or 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 preferred. Please note that the entire Exhibition site is available on Google Street View, which may assist in selecting a suitable location for installation. See link [here](#).

*Artists whose work is selected for the Exhibition will be notified by Monday 31 August 2026 and offered the opportunity to attend a site visit on Friday 4 September or Saturday 5 September 2026. Please indicate on the Submission Form your preferred day. Please note final site selection for all sculptures in the Exhibition is the decision of SXSINC.

Following a meeting between the SXSINC Site & Logistics Manager (WA), SXSINC affiliated engineers and the Town of Cottesloe, 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 including installations or sculptures on the rocks or on the beach.

*ARTIST AWARDS AND SUBSIDIES

Each year we seek to generate artist subsidies and awards, many of which are **finalised throughout the year**. Please note that Artists do not need to apply separately for the subsidies and awards. Recipients will be notified directly.

Awards and subsidies confirmed to date:

- The Mostyn Family Foundation Artist Subsidy of \$5,000;
- Pommery Champagne Artist Award of \$5,000; and
- The Kids' Choice Prize of \$2,000.

For Australian Artists only:

An Artist Cost Contribution of up to \$4,500 for Australian Artists only who exhibit in both the Exhibition and 'Sculpture Inside', and who do not otherwise net over \$5,000 in sculpture sales, subsidies, awards or prizes from the Exhibition. The Artist Cost Contribution operates as follows:

- The maximum amount an Australian Artist can receive from the Artist Cost Contribution is \$4,500;
- ***Any Australian Artist who sells an artwork and receives more than \$5,000 from the proceeds of sale will not receive the Artist Cost Contribution;**
- ***Those Australian Artists who receive a subsidy or award from an Exhibition sponsor or donor of \$5,000 or more will not receive the Artist Cost Contribution;**
- ***If an Australian Artist sells an artwork or receives an artist award, subsidy or prize of less than \$5,000 (net of commission on the sale) the Artist Cost Contribution will be used to ensure the Australian Artist receives at least \$4,500 in income towards their costs of exhibiting;**

- Any site costs incurred by an Australian Artist such as freight costs on the SXSINC account, or any costs associated with installing your sculpture, will be deducted from their Artist Cost Contribution; and
- Any advance payments of the Australian Artist Cost Contribution made to Artists prior to the Exhibition shall be offset against, and deducted from, the final amount payable to the Artist.

SPONSORSHIP

Corporate sponsorship contributes approximately 20% of the funds required to stage the Exhibition. Exhibiting Artists will be provided with a list of the confirmed corporate sponsors in the First Artist Letter. If any new sponsors are secured in the lead up to the Exhibition Artists will be informed prior to the Exhibition opening. If any exhibiting Artist has concerns about exhibiting in the Exhibition 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 sponsorship will be available for selected Artists:

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. International artists are only eligible if their sculpture is to be constructed in Western Australia. If an artist receives free materials from an exhibition sponsor, the artist agrees not to use those materials on another sculpture without the written approval of the Site & Logistics Manager (WA). Please indicate on the submission form if you wish to be considered. Additional information will be supplied following selection.

TRANSPORTATION TO AND FROM THE EXHIBITION SITE

It is the Artist's responsibility to organise and pay for local, national and international freight of their sculptures to and from the Exhibition site.

Whilst SXSINC are able to offer advice, it is the Artist's responsibility to correctly manage documentation and logistics arrangements, and to ensure appropriate crating and packing including arranging for the removal of all packaging materials from the site. If SXSINC is required to remove and return crates from the site, costs will be charged to the Artist.

Interstate and international Artists are advised 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 & Logistics Manager (WA). Any Artist whose sculpture arrives late to site after installation is complete, will be required to pay for any equipment hired to install their sculpture (subject to permission from the Site & Logistics Manager for a late installation to go ahead).

For Australian Artists - National Freight

SXSINC can recommend reliable and economic interstate freight providers, and can work with the Artist's chosen provider.

For International Freight:

SXSINC can recommend freight logistics options based on your geographical location and have a preferred customs broker and freight forwarder for clearance and delivery once your artwork arrives in Australia. It is strongly encouraged that all international Artists use the preferred Australian customs broker and freight forwarder for ease of importation. **All international freight sculptures must arrive in Australia by Friday 12 February 2027** to allow time to clear Australian Customs and Quarantine procedures.

SXSINC can import the works of International Artists into Australia under a Deferred Goods and Services Tax ('GST') ruling agreed between SXSINC and the Australian Tax Office ('ATO'). When a sculpture is imported for display at a SxS Exhibition in compliance with the tax ruling, 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. Import fees and charges, including Customs Clearance, Quarantine Inspection and Port fees are chargeable to the Artist. 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 will recharge to the Artist any GST that is charged on the declared value at time of import. Strict time limitations on how long a work can remain in Australia are highly likely. SXSINC reserves the right to charge an administrative fee should issues arise due to an Artist choosing not to use the preferred freight forwarder requiring SXSINC staff to resolve the issues, which is almost always the case.

INSTALLATION, DE-INSTALLATION & MAINTENANCE

To assist Artists with their installation and de-installation, SXSINC will hire cranes, forklifts, telehandlers and trucks. All costs for SXSINC assisting with hire of equipment is charged back to the Artist. Details of the equipment available will be provided to Artists once selected. Installation for local Artists (in WA) will take place from Friday 26 February to Thursday 4 March 2027, and for interstate and international Artists from Monday 1 March to Thursday 4 March 2027. 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 day/time designated by the Site & Logistics Manager (WA).

Artists will generally have one full day to install their work unless otherwise agreed with the Site & Logistics Manager (WA). Each Artist is responsible for installing and de-installing their sculpture, unless otherwise agreed with the Site & Logistics Manager (WA). Artist's should bring their own tools where possible. SXSINC has a selection of basic construction tools available. Any specific tools required that are hired on your behalf will be charged back to the Artist. If you require assistants or labourers, bring them with you.

SXSINC can provide Artist's with Site Crew labour with costs charged back to the Artist. All persons working for installation and de-installation are required to be inducted to the Exhibition site, and those undertaking what is deemed to be construction activities must possess a valid Australian Construction Industry White Card. Assistance from SXSINC will include discussing the means of installation, the best access to the site from the nearest drop off point, and site crew to help coordinate the installation.

AUTHORISATION TO INSTALL

It is a condition of receiving an 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 and small equipment they propose to bring or require on the site, and that Artists comply with the agreed means of installation and strictly follow all risk protocols;
- *Inform the Site & Logistics Manager (WA) in writing if an Artist is considering having their sculpture fabricated in China if they do not live in China or if their sculpture is made up of dozens of component parts, with these plans to be approved in writing by the Site & Logistics Manager (WA);
- **Provide the Site & Logistics Manager (WA) with a photo of their completed work or work in progress by 4 January 2027, and a photo of their completed sculpture by 7 February 2027, or for international Artists, 3 weeks prior to shipping, whichever is earlier.** If at any of these dates the artwork is, in the opinion of the Exhibition Artistic Director, unresolved or unable to be completed in time it will be removed from the Exhibition. 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 & Logistics Manager (WA) 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 & Logistics Manager (WA); and
- Maintain their sculpture in a presentable condition throughout the Exhibition or hire the site crew to do so. This includes repair of any minor damage to the sculpture.

De-installation will commence at 7am on Tuesday 23 March 2027 and all sculptures are to be removed by the exhibiting Artist by 6pm on Thursday 25 March 2027 unless otherwise agreed by the Site & Logistics Manager (WA). **Due to the need to return the area to its normal condition, any sculpture, which in the opinion of the Site & Logistics Manager (WA) cannot be removed by 6pm on Thursday 25 March will be removed from the site and transported to storage by SXSINC with all associated costs to be charged back to the Artist.** All sites must be returned to their original condition by each exhibiting Artist.

ARTISTS EXHIBIT AT THEIR OWN RISK

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 and team including employees, contractors, artists, artist's assistants and volunteers on or off the site, or in transit**. The Exhibition does not have an accidental and malicious damage insurance policy to cover the sculptures.

By signing the submission 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 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

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.

To ensure crates are suitable for transport, use only screws, bolts or similar fasteners. The use of nails for lids or access panels on crates is not permitted. Use of Polystyrene as a packing material is strictly prohibited. If your crate requires repair before transport due to poor construction, the Artist will be charged for crew time and materials. Any crate or materials that SXSINC has agreed to store on behalf of the Artist must be clearly labelled with name and artwork title.

SXSINC is able to offer storage during the Exhibition for crates and packaging with the cost of the transport to and from our storage facility to be charged to the Artist. All risk in the sculpture stored remains with the Artist at all times.

SCULPTURE INSIDE

SXSINC presents an indoor exhibition of small sculptures by the exhibiting Artists with over 100 works displayed for sale. 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 Exhibition before they can make a submission to exhibit at 'Sculpture Inside'.

For Australian Artists only: Australian Artists are required to exhibit in 'Sculpture Inside' to be eligible for the Australian Artist Cost Contribution (see Artists Awards & Subsidies). **This is to ensure Artist' have as many options as possible to earn income from the Exhibition and because SXSINC does not have the funds to provide each Australian Artist with the Artist Cost Contribution.**

EXHIBITION SALES

A substantial number of sculptures are sold during the Exhibition, with on average 20% of outdoor works sold from our Exhibitions. However, Artists should note that the majority of sales are below \$50,000.

With the exception of ephemeral works or works on loan from collections, all sculptures in the Exhibition 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 40% commission on any sale plus GST where applicable ('the Commission').
4. The phrase 'all sculptures in the Exhibition and '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 with SXSINC, 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 the Exhibition 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 Western Australia, ('the Exhibition Contract Period') the sculptures are exclusively for sale through SXSINC 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 and risk remains with the Artist.
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 the Exhibition ('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; or (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 in the Exhibition that you will supply a Maintenance Guide and Artist 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 the Exhibition 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 the Exhibition, including costs paid by SXSINC related to installation and de-installation of the Artist's sculpture.
 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.**
2. We encourage Artists to use social media to promote their work in the Exhibition and to raise funds through crowd sourcing. 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 the Exhibition), 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 where Council approval would almost certainly be required. 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 in any lasting way for example rocks cannot be drilled into and or vegetation cut back.
 4. Once proposals are accepted by the Curatorial Panel it is important that any substantial changes to work are submitted to the Site & Logistics Manager (WA) for review and possible approval by the Curatorial Panel, prior to the Exhibition. No changes can be made after Friday 4 January 2027.
 5. As we are concerned about the impact of loud sounds on the local residents, for any sculptures that utilise sound please submit a recording or a detailed description of the sound to the Site & Logistics Manager (WA) for approval.
 6. All directions/requests from Council officers, Police Department, other public authorities and the Exhibition staff must be complied with.
 7. Provided there is no conflict with an Exhibition sponsor, Artists may include the logo of two personal sponsors included in the catalogue next to the section on their work.
 8. Artists' sponsors are not authorised to use images of the sculpture taken at the Exhibition for commercial purposes, including commercial websites, without entering into a licence agreement with SXSINC.
 9. Artists' sponsors are not authorised to promote their involvement with SXSINC or an Artist in the Exhibition via social media channels, press releases or advertising without prior consent from the Company Manager of SXSINC.
 10. Artists' sponsors are not to host functions on the Exhibition site or issue press releases without the written consent from the Company Manager of SXSINC.
 11. 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, Kid's Guide, calendar, postcards, publicity, advertising or archival purposes in any manner connected with the Exhibition or its sponsors, including a book on SXSINC that is available for sale.

ADDITIONAL IMPORTANT TERMS AND CONDITIONS

1. Artists or their agents are not to issue a press release relating to their participation in the Exhibition without the written consent of SXSINC. We 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 Western Australia for the ten weeks immediately before the Exhibition and until the close of the Exhibition. Please note this does not prevent you promoting all other aspects of your practice during this time.**

12. Out of fairness to all exhibiting Artists and for the long-term management of SXSINC and the SxS 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 the Exhibition, including images giving the impression the sculpture is on the SXSINC Exhibition site. This right is to ensure SXSINC is in a position to stop third parties using images from the Exhibition 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 the Exhibition for non-commercial purposes.
13. 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
14. We will list your name and the title of your artwork on our 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 such signage in consultation with the Artist.
15. Artists are not permitted to have commercial logos or websites on their works.
16. 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 the Exhibition or the public reparation or community goodwill for the Exhibition without the written approval of the Company Manager of SXSINC.
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 contract apply into the future and are not limited to the year of the Exhibition.
19. 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.

SUBMISSION FEE

Only one work per Artist will be pre-selected and no submission fees are refundable. You will be emailed a receipt at the point of payment. The submission fees are: \$50 inclusive of GST for the first proposal; Artists may enter up to 3 works for consideration. For each additional work entered a fee of \$25 inclusive of GST; Concession submission 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: Submission fees can be paid by credit card. We accept Visa, Mastercard or American Express.

CHECK LIST AND SUBMITTING YOUR APPLICATION

Please submit your application online by 11:59pm Thursday 20 August 2026 (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 at the Exhibition, including:

- all risk in your sculpture including damage or theft, remains with the Artist at all times during the Exhibition, including during installation and de-installation and transportation to and from the Exhibition;
- Artist participation does not come with any offer of financial support;
- SXSINC has Public Liability Insurance;
- SXSINC will receive a 40% commission on any sale plus GST where applicable; and
- no airfares or accommodation assistance is available.

We look forward to receiving your application and to staging *Sculpture by the Sea, Cottesloe 2027*.