

ADDITIONAL TERMS AND CONDITIONS

1. It is a fundamental term of exhibiting that: (a) the artist agrees not to issue press releases without the written consent of SXSInc; (b) neither artists and sponsors will not host functions on the exhibition site or issue press releases without the written consent of SXSInc; and (c) neither artists nor their sponsors are authorised to use images of the sculpture taken at the exhibition for commercial purposes, or giving the impression that it was taken at the exhibition, including commercial websites, without entering into a licence agreement with the written express consent of SXSInc (**Failure to comply with these conditions may result in the artist's work being excluded or removed from the exhibition and the loss of any artist subsidy**); and (d) before SXSInc uses images for commercial purposes they will enter into a licence agreement with the artist.
2. Neither the artist nor SXSInc shall have the right to use or authorise the use of images of the sculpture taken at the exhibition nor giving the impression it was taken at the exhibition, for commercial purposes without entering into a licence agreement with the express written consent of the other.
3. Artists agree that their sculptures will not affect the environment or the path in any lasting way eg. rocks cannot be drilled into or trees be cut back.
4. Once proposals are accepted by the Curatorial Panel it is important that any substantial changes to work are submitted to the Head Curator and approved by the Curatorial Panel, prior to the exhibition. No changes can be made after 26 January.
5. For the return of photographs or drawings, please supply a stamped self-addressed envelope (in the correct size). If this is not provided by 26 September proposals will be disposed. Please note that original copies of photos and/or drawings should not be submitted.
6. As we are concerned about the impact of loud sounds on the local residents, for any sculptures that utilise sound please submit a tape or a detailed description of the sound. Please note that original copies of photos and/or drawings should not be submitted.
7. All directions/requests from Council officers, Police Department, other public authorities and the exhibition staff must be complied with.
8. 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, website, documentary, promotional video, exhibition or archival purposes in any manner connected with the exhibition or its sponsors.
9. Should you wish to use images of your work taken at the exhibition for any personal 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
10. Artists are not permitted to display logos of their sponsors or any other commercial entity on or around sculptures sited at the exhibition.
11. Provided there is no conflict with an exhibition sponsor, artists may have the logo of two personal sponsors included in the catalogue next to their work.
12. 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.
13. 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.

ENTRY FORM CHECKLIST

- Completed entry form
- Photographs of your work labelled with name, title and correct way to view indicated
- Drawings and descriptions for works in progress and proposed works
- Examples of recent or similar works to support your application (please note artists who have dealt with *Sculpture by the Sea* before should not assume the Curatorial Panel will be familiar with their work)
- Photographs or digital JPEG files of previous works to support your application. (please note artists who have dealt with SxS before should not assume the Curatorial Panel are familiar with their work)
- Current CV
- Stamped self addressed envelope for return of photographs and drawings
- Site map with, where possible, your three preferred sites marked
- Marked photos, where possible, of your preferred sites for installation
- The entry fee by credit card, cheque or money order payable to Sculpture by the Sea Incorporated

All material supplied must be a maximum of A4 size, please do not send maquettes, and DO NOT BIND OR SEND YOUR SUBMISSION IN A FOLDER.

Post to ***Sculpture by the Sea***, PO Box 300, Surry Hills, Sydney NSW 2010, Australia or deliver to Suite 302, 61 Marlborough Street, Surry Hills, Sydney NSW 2010, Australia for collection by 11 August 2009.

sculpture by the sea

cottesloe 2010 | WA ARTIST APPLICATION

Western Australian artists are invited to submit entries by 17 August 2008 for pre-selection in the sixth annual *Sculpture by the Sea* to be staged along Perth's stunning Cottesloe Beach from 4 – 23 March 2010 and to be considered for the NAB Western Australian Sculptor Scholarship of \$15,000*.

Highlights:

- An estimated 140,000 visitors across 3 weeks
- Assistance to all WA artists of at least \$1,000 (please see p2 for details)
- In 2009 over \$75,000 was distributed to artists in the form of scholarships, subsidies and materials
- Site specific artist subsidies of \$2,000 for three artists
- Substantial sculpture sales
- Over 60 sculptures by Western Australian, interstate and international artists
- An international sculpture conference

Note: * denotes substantial changes to last year's application form

TO ENTER, PLEASE COMPLETE AND RETURN THE ENTRY FORM TOGETHER WITH THE ENTRY FEE BY 17 AUGUST 2009 TO:

SCULPTURE BY THE SEA
PO BOX 300
SURRY HILLS
SYDNEY NSW 2010



co-principal sponsor



government sponsor



government support

SCULPTURES ELIGIBLE FOR ENTRY

All types, forms and sizes of sculpture in all materials are eligible for entry to Sculpture by the Sea, Cottesloe (SxS). The sites available can accommodate the largest to the smallest sculpture, however 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.

The Town of Cottesloe authorise Sculpture by the Sea Incorporated (SXSInc) to stage the exhibition along Cottesloe Beach and foreshore. Please note, works that are considered by change to 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 the foreshore from the Cottesloe Surf Life Saving Club to the main beach car park. Please note, artists wishing to install sculptures in the sea are required to complete a further agreement to meet additional safety and installation requirements, copies of which are available on request. The essence of the agreement to exhibit in the sea is that the artist is responsible for the installation of their work, its maintenance and its removal in the event of forecasted big seas.

RESTRICTED SITES

The only restrictions on sites are for public, environmental and sculpture safety reasons; the rocky headland, which is of importance to the local indigenous community; and sculptures that incorporate fire or loud amplified sound.

SITE SELECTION

Where feasible, artists are encouraged to select two to 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.

Artists whose works are chosen for exhibition will be notified by 27 August. Artists whose works have not been chosen will be notified via email (if an address is provided) by 27 August and/or via mail by 29 August.

For pre-selected artists who live in Perth, site meetings will be held to discuss site selection and installation on 28 and 29 August. Please indicate your preferred site meeting time on the entry form. Where pre-selected artists are unable to attend site meetings, the Head Curator will discuss site and installation matters with the artist by email or telephone.

Following a meeting between the Head Curator and the Town of Cottesloe, some artists may be required to provide additional information, such as engineering reports, prior to their work being approved. These artists will be notified by our staff and will be required to submit additional information by 1 December.

Final site selection for all sculptures in the exhibition is the decision of the Head Curator.

CURATORIAL AND JUDGING PANEL

Sculpture by the Sea, Cottesloe 2010 will be selected by Janet Holmes à Court AC, Collector, Robert Juniper, Artist and Gallery Owner and Axel Arnott, Head Curator, Sculpture by the Sea.

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 two 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 to the public sculpture's history and development. One of the specific challenges for sculptors is the environment: landscape; its conditions; and history. SxS gives full recognition to theartists' freedom to balance artistic vision and the challenge of place. This curatorial policy will be used by the Curatorial Panel when considering all artist submissions.

*EPHEMERAL AND SITE SPECIFIC WORK

We would like to encourage proposals from artists for ephemeral and site specific works. To this end we will provide 3 artists with \$4,000 each towards the cost of these works.

We would also like to encourage submissions from artists for an installation or sculpture on the beach, in the water, on the grass terraces or in the trees at Cottesloe Beach.

*SCHOLARSHIPS, SPONSOR AQUISITIONS AND OTHER SUBSIDIES

As part of its Co-Principal Sponsorship of SxS, NAB are offering the NAB Western Australian Sculptor Scholarship of \$15,000.

The Town of Cottesloe has approved up to \$40,000 in previous years to acquire a sculpture for the Town of Cottesloe Collection, with this arrangement expected to continue in 2010.

Site specific artist subsidies of \$2,000 for three artists.

Last year we secured artist subsidies from the Department of Culture and the Arts consisting of \$30,000 of cash subsidies for Western Australian artists and we anticipate this will continue in 2010.

All artists who do not secure at least \$1,000 of income from SxS in the form of either: sales; prizes; or subsidies will receive the amount necessary to ensure they receive at least \$1,000 towards their costs.

Additional information will be supplied on the subsidies and scholarships following pre-selection.

TRANSPORTATION TO AND FROM THE SITE

Artists are responsible for the transportation of their sculptures to and from the exhibition site.

Artists are responsible for removing all packaging materials from the site. Once selected, artists are invited to discuss transport and packaging with the Site Curator. If an artist's work is sold during the exhibition, they will have the option to deliver the work to the buyer upon de-installation.

INSTALLATION, DE-INSTALLATION AND MAINTENANCE

Installation will take place on 2 - 3 March 2010, as agreed with the Head Curator. Approximately two weeks before the exhibition artists will be given their Authorisation to Install indicating their allotted time to commence installation.

The responsibility for installing and de-installing the sculpture is your own, so if you need extra hands bring them along. Assistance from the exhibition 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.

It is a condition of exhibiting that all selected artists provide a written statement on how they propose to install and de-install their sculptures, together with a list of all vehicles and heavy equipment they propose to bring on the site. It is a condition of exhibiting that artists comply with the agreed

means of installation. To assist artists with their installation and de-installation, SXSInc will have a crane, trucks and installation crew available for commercial hire by artists. Details of the equipment and crew available for hire will be provided to artists once selected.

It is a condition of exhibiting that artists provide SXSInc with a photo of their completed sculpture by 26 January. Works deemed unsafe or which do not match the Curatorial Panel's expectations of the artist's proposal may be excluded from the exhibition.

It is a condition of exhibiting that each artist maintains his or her 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 occur from 7am to 6pm on Wednesday 24 March. Due to the need to return the area to its normal condition, any sculpture not removed by 6pm will become the property of SXSInc unless otherwise authorised by SXSInc. Each exhibiting artist must return their site to its original condition. The Authorisation to Install will advise of your allotted de-install time.

ARTISTS EXHIBIT AT THEIR OWN RISK

All risk in the exhibition of sculptures remains with the artist at all times, irrespective of whether the work is being handled by an exhibition staff member. By signing the entry form every artist authorises 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, the Town of Cottesloe Rangers, the Cottesloe Police and evening security guards will patrol the exhibition site. Exhibiting artists will be asked to assist on one or two occasions with low key patrolling of the exhibition from 6.00pm-9.30pm.

To minimise minor acts of vandalism all readily movable sculptures must be placed by the artist into the various secure storage facilities available on or near the exhibition site each night and placed back on site each morning. The exception is when the artist has the written consent of the Head Curator to leave the sculpture out overnight, to keep the sculpture in storage mid week during the exhibition or artists choose to hire the exhibition's site crew to place their works in storage for an amount to be negotiated with the SXSInc.

SXSInc does not have an accidental or malicious damage insurance policy to cover the sculptures.

*SCULPTURE INSIDE

SxS presents an indoor exhibition of small, wall and floor pieces by the exhibiting artists called Sculpture Inside. Sculpture Inside has become a very well respected exhibition in its own right, and is extremely popular with the general public. With some 100 works exhibited in the Cottesloe Surf Life Saving Club this exhibition offers the artist a chance to introduce sculpture to the public on a more intimate scale. With very strong sculpture sales in recent years, Sculpture Inside provides the artist a further opportunity to make sales during the exhibition. It is a condition of exhibiting in SxS that pre-selected artists are required to submit a work for consideration by the Curator of Sculpture Inside.

EXHIBITION SALES

A substantial number of sculptures are sold during the exhibition.

Over the past 5 years a substantial amount of sculptures have been sold during the exhibition. Approximately 20-25% of outdoor works have sold from our recent exhibitions, however artists should note the overwhelming majority of sales are below \$50,000.

With the exception of ephemeral works or works on loan from collections, all sculptures in SxS and Sculpture Inside are exclusively for sale by SXSInc, 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 prior to delivery to the buyer, the artist will be invoiced at cost by SXSInc.;

2. Where the 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 SxS sale commission as required by law;

3. SxSInc will take a 40% on any sale plus GST where applicable (“The Commission”);

4. In the case of artists exclusively represented by galleries or agents in Perth we are reviewing our terms of sales with these to be provided to artists exclusively represented by a gallery or agent in Perth once they have been selected;

5. The Commission will not be shared with the gallery or agent representing the artist if the artist themselves in the agent or the Director of the gallery;

6. If within 4 months after the exhibition: (a) any sculpture in the exhibition sells; or (b) if the artist is commissioned to create a sculpture or sells a sculpture following an introduction made during the exhibition, irrespective of whether the buyer has been previously introduced to the artist the Commission is payable to SXSInc;

7. For artists unrepresented at the time they make their submission to SxS, following the artist submission to SxS (including Sculpture Inside) and up to a period of 4 months after the exhibition the sculptures are exclusively for sale by SXSInc, irrespective of whether an artist becomes represented by a gallery during the period of this agreement and no commission on the sale of any sculptures exhibited in the exhibitions will be paid to the gallery;

8. For the purpose of calculating GST, ownership in all sculptures sold will pass to SXSInc prior to passing to the buyer, however all risk in the work remains with the artist until possession is taken by the buyer; and

9. Payments to artists for the sales of their work will be made within 10 weeks of receipt of full payment from the buyer, and after any relevant site or transport costs have been deducted.

ENTRY FEE

Only one work per artist will be pre-selected and no entry fees are refundable. The entry fees are:

- General entry fee is \$45 inclusive of GST for the first proposal;
- Concession entry fee is \$25 inclusive of GST per proposal. Those eligible include full time students, the unemployed and health care card holders (please provide proof of eligibility - a photocopy of your card will suffice);
- 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 (photocopies are fine); and
- Please provide us with your ABN and indicate on the entry form whether or not you are registered for GST. If you require a tax invoice for your entry fee please fill in the section at the bottom of the entry form.

Entry fees can be paid by credit card, cheque or money order made payable to Sculpture by the Sea Incorporated.