

# sculpture by the sea

## cottesloe 2012

### ARTIST APPLICATION



Co-Principal Sponsors



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Our Host

Artists are invited to submit entries by 29 July 2011 for pre-selection in the eighth annual Sculpture by the Sea to be staged on Perth's stunning Cottesloe Beach from 1 – 19 March 2012.

#### Key Information:

- Check out our exhibition Virtual Tour on our website ([www.sculpturebythesea.com](http://www.sculpturebythesea.com)) to see the exhibition site and last year's sculptures
- The Town of Cottesloe sculpture acquisition of up to \$40,000
- NAB Western Australian Sculptor Scholarship of \$15,000
- \* • Site specific artist subsidies of a total up to \$10,000 to be distributed to selected artists
- An estimated 215,000 visitors across 3 weeks
- Strong sculpture sales
- Over 70 sculptures by Australian and overseas artists

Note. An \* denotes substantial changes to last year's application form.

**TO ENTER, PLEASE COMPLETE AND RETURN THE ENTRY FORM TOGETHER WITH THE ENTRY FEE STRICTLY NO LATER THAN 6:00PM FRIDAY 29 JULY 2011 TO:**

#### SCULPTURE BY THE SEA

##### POSTAL ADDRESS:

PO BOX 300  
SURRY HILLS  
SYDNEY NSW 2011  
AUSTRALIA

##### STREET ADDRESS:

SUITE 302  
61 MARLBOROUGH STREET  
SURRY HILLS SYDNEY NSW 2010  
AUSTRALIA

Or email to [julian@sculpturebythesea.com](mailto:julian@sculpturebythesea.com)

**PLEASE DO NOT SEND ORIGINAL PHOTOGRAPHS AND IMAGES.**

[www.sculpturebythesea.com](http://www.sculpturebythesea.com)

## SCULPTURES ELIGIBLE FOR ENTRY

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All types, forms and sizes of sculpture, in all materials, are eligible for entry to *Sculpture by the Sea, Cottesloe* (SxS). The exhibition site 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 climbing on the sculpture.

The Town of Cottesloe authorises Sculpture by the Sea Incorporated (SXSInc) to stage the exhibition along Cottesloe Beach and 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

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Sites are available along Cottesloe Beach and the 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 complete a further agreement to meet additional requirements 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

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

### SCULPTURE BY THE SEA'S CURATORIAL PANEL

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- Janet Holmes à Court AC, Director, Janet Holmes à Court Collection;
- Tony Jones, Sculptor, Principal Lecturer Sculpture, Central Institute of Technology Perth; and
- David Handley, Founding Director, *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 members of the panel alone.

### SCULPTURE BY THE SEA'S CURATORIAL POLICY

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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 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.

### \* EPHEMERAL AND SITE SPECIFIC WORKS

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We would like to encourage proposals from artists for ephemeral and site specific works. To this end we will provide up to \$10,000 to be distributed between eligible artists.

Installations or sculptures on the beach, in the water, on the grass terraces or suspended in the trees at Cottesloe Beach are especially encouraged.

### SITE SELECTION AND ADDITIONAL INFORMATION

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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.

Artists whose works are pre-selected for exhibition will be notified by 11 August 2011. For artists who live in Perth, site meetings will be held on 12 and 13 August to discuss site selection, construction and installation.

Please indicate your preferred site meeting time on the entry form. Following selection, artists will be contacted to confirm meeting times. Where selected artists are unable to attend site meetings the Site Manager will discuss site and installation matters with the artist by email or telephone.

Following a meeting between the Site Manager and the Town of Cottesloe, artists may be required to provide additional information which, in some cases, may include engineering reports, prior to their work being approved. Artists will be required to submit additional information by 2 December 2011. Final site selection for all sculptures in the exhibition is the decision of SXSInc.

### ARTIST AWARDS AND SUBSIDIES

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Each year we seek to generate artist subsidies and awards, many of which are finalised throughout the year. Last year we secured over \$50,000 in cash subsidies, prizes, in-kind support and materials for many artists. Subsidies and awards confirmed to date for 2012:

- 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 2012.
- The \$15,000 NAB Western Australian Sculptor Scholarship (for artists resident or born in Western Australia)
- \* • Site specific artist subsidies of a total up to \$10,000 to be distributed to eligible selected artists.
- The \$5,000 Andrea Stretton Memorial Invitation to exhibit at *Sculpture by the Sea, Bondi* 2012
- The \$1,000 NAB Kid's Choice Prize

### TRANSPORTATION TO AND FROM THE SITE

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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.

Artists are reminded that interstate and international freighting of sculptures can be an expensive and time consuming process. It is advised that interstate and international artists make preliminary 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.

**For overseas artists only:** SxS has a nominated freight forwarder. It is preferable that all international artists use the nominated freight forwarder for ease of importation. All international freighted sculptures must arrive in Australia by 6 February 2012 to allow sufficient time to clear Australian Customs and Quarantine procedures. Once selected, international artists will be provided with information regarding transportation and customs.

International artists are invited to use our Security Line Concession with Australian Customs with the advantage that customs is not payable on entry to Australia but instead after the sale of the work or after mutual agreement with SXSInc you choose to leave the work in Australia for more than 12 months. Artists who use our Security Line Concession will be responsible for repaying any monies due to Australian Customs to SXSInc in the event that their sculpture does not sell and they choose to leave their sculpture in Australia for more than 12 months. Further information will be provided to artists once selected.

### INSTALLATION, DE-INSTALLATION AND MAINTENANCE

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Installation will take place 27 - 29 February 2012, as agreed with the Site Manager. Approximately three weeks before the exhibition artists will be assigned their allotted day and time to commence installation.

Artists will generally have a maximum of one full day to install their work unless otherwise agreed with the Site Manager. The responsibility for installing and de-installing the sculpture is the artist's. 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. In the case of international and interstate artists, additional install assistance can be arranged with the Site Manager.

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 or require 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, the exhibition 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 each artist provides the Site Manager with a photo of their completed sculpture by 21 January (unless this condition is waived in writing by the Site Manager). International artists will be required to submit a photo of their work 3 weeks prior to shipping. Works deemed unsafe or which do not match the Curatorial Panel's expectations of the artist's proposal will be excluded from the exhibition. It is a condition of exhibiting and receiving any subsidies through SxSInc that each artist maintains 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. 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 be cut back.

De-installation will commence at 7am on 20 March and all sculptures are to be removed by the exhibiting artist by 6pm on 21 March 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. 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.

## **ARTISTS EXHIBIT AT THEIR OWN RISK**

**The exhibition does not have an accidental and malicious damage insurance policy to cover the sculptures.**

All risk in the exhibition of sculptures remains with the artist at all times, irrespective of whether the work is being handled by a member of the exhibition staff. By signing the entry 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, 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, 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.

## **\* STORAGE**

We are able to offer storage, free-of-charge, during the exhibition for crates, packaging and similar items. Please note that the majority of our storage is outside with only very limited undercover space available and we cannot accept responsibility for weather damage, theft or vandalism to crates, materials or sculptures.

## **SCULPTURE INSIDE**

SxSInc presents an indoor exhibition of small, wall and floor pieces by the exhibiting artists called Sculpture Inside. Sculpture Inside has become a well respected exhibition in its own right, and is extremely popular with the general public. With some 100 works exhibited 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 selected artists submit a work for consideration by the Curator of Sculpture Inside.

## **\* EXHIBITION SALES**

A substantial number of sculptures are sold during the exhibition, with 25-40% of outdoor works sold from our recent exhibitions. Artists should note, however, 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; for overseas artists where their Australian earnings are \$75,000 or above within a twelve month period, Federal Goods and Services Tax (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 charge a 40% commission on any sale plus GST where applicable ("The Commission").
4. In the case of artists exclusively represented in WA by galleries or agents at the time the artist makes their submission to SxS, SxSInc will pay the gallery or agent a 10% commission on any sales, including 'Sculpture Inside', less bank and credit card charges.
5. 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;
6. For artist's sculptures accepted into SxS, from the time we receive your application until 4 months after the exhibition (this period is 12 months for international and interstate artists whose work remains in Perth) the Commission is payable to SxSInc if: (a) any sculpture in the exhibition sells; or (b) if you are commissioned to create a sculpture or sell a sculpture following an introduction made during the exhibition, irrespective of whether the buyer has been previously introduced to you.
7. From the time an artist makes their submission to SxS, and up to a period of 4 months after the exhibition, the sculptures, including those in Sculpture Inside, are exclusively for sale by SxSInc. This clause operates equally for represented and unrepresented artists. For artists who become represented by a gallery during the period of this agreement no commission on the sale of any sculptures exhibited in the exhibitions will be paid to the gallery.
8. For 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.
9. Payments to artists for the sales of their work will be made approximately 10 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.

## 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;
- 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);
- 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 - a photocopy of your card will suffice); and
- Please indicate on the entry form whether or not you are registered for GST and provide us with your ABN. If you require a tax invoice for your entry fee please fill in the section on page 2 of the entry form.

**For Australian artists:** entry fees can be paid by credit card, cheque or money order payable to Sculpture by the Sea Incorporated.

**For overseas artists:** entry fees can be paid by credit card or by international money order in Australian dollars. Applications will not be accepted if they include payments made in any other currency.

## ADDITIONAL IMPORTANT TERMS AND CONDITIONS

It is a fundamental term of exhibiting that you adhere to the following terms.

**Failure to comply with these conditions will result in the artist forfeiting any artist subsidy or prize monies owed to them by SxSInc and may result in the artist's work being excluded or removed from the exhibition.**

1. The artist agrees not to issue press releases without the written consent of SxSInc.
2. 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 be cut back.
3. 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 10 January.
4. 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.
5. All directions/requests from Council officers, Police Department, other public authorities and the exhibition staff must be complied with.
6. 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.
7. 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 the express written consent of SxSInc.
8. Artists' sponsors are not to host functions on the exhibition site or issue press releases without the written consent of SxSInc.
9. Neither the artist nor SxSInc shall have the right to use or authorise the use of images of the sculpture taken at the exhibition or 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. Please note, 'commercial purposes' means, the sale or licence of the right to use an image. This does not prevent you or SxSInc from using an image for promotional purposes as outlined in clauses 10 and 11 below.
10. 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.
11. 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)

12. 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.
13. 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.
14. 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.

Note. The terms of this agreement apply into the future and are not limited to the year of exhibition.

## 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 exhibited in SxS before should not assume the Curatorial Panel will be familiar with their work)
- current resume of a maximum of 2 x A4 pages in length
- stamped self addressed envelope for return of photographs or 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

### PLEASE DO NOT SEND ORIGINAL PHOTOGRAPHS OR IMAGES

**All material supplied must be a maximum of A4 size, please do not send maquettes, original photographs or images and DO NOT BIND OR SEND YOUR APPLICATION IN A FOLDER.**

For the return of photographs or drawings, please supply a stamped self addressed envelope (in the correct size). If this is not provided proposals can be collected from our office by 30 September after which time they will be disposed of.

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 for collection strictly no later than 6pm on Friday 29 July, 2011.