

SWELL SCULPTURE FESTIVAL (“SSF”)

The application and terms of conditions is a contract between the artist and Swell Currumbin Sculpture Festival LTD t/as Swell Sculpture Festival (SSF).

Entry forms available at www.swellsculpture.com.au

SCULPTURES ELIGIBLE FOR ENTRY

Sculptures will be selected on the basis that they are suitable for outdoor installation. All materials and forms are eligible for entry. The size of sites available can accommodate works of varying scales, although large, durable works are encouraged. When submitting works artists are required to consider the size of their work so that it is not easily removed. Security, safety, installation and de-installation, the environment, inquisitive children and the ability to withstand coastal weather conditions including sun, extremely strong winds and rain should be a consideration.

The artist warrants that he /she is the legal and beneficial owner and proprietor of the works and holds exclusive copyright of the works. As the holder of the unencumbered title to the works, the artist warrants that he/she can exhibit, advertise for sale, sell and transfer the works at, during, and after the SSF without the consent, approval or licence of any other person, firm or authority.

CURATORIAL POLICY

SSF allows the artist full freedom of expression for all forms of sculpture. Sculptors must take into consideration the challenges of building for and installing the sculpture in a natural landscape and consider the safety and regulations of the beach and parklands. We encourage large art forms simply because the beach is a vast open space and lends itself to sculptures that are durable and built for permanent installation.

2010 CURATORIAL PANEL

Natasha Edwards	Director and Curator Swell Sculpture Festival
Phillip Follent	Queensland Government Architect
Dev Lengjel	Site Curator Swell Sculpture Festival
Donna Marcus	Artist and Senior Lecturer, Queensland College of Art, Griffith University

Please be advised that the decision of the curatorial panel is final.

NOTIFICATION OF SUBMISSION OUTCOME

Artists both successful and unsuccessful in their application will be notified by the end of April 2010.

ACQUISITIONS

Acquisitions are selected up to the nominated amounts. The Gold Coast City Council will acquire a sculpture for public art at their discretion. The sculpture/s selected will be permanently installed in the Division 14 precinct. Satterley Property Group from the Cairns region will acquire a sculpture up to the nominated amounts at their discretion. The freight of the sculpture will be borne by the sponsors not the artists. Maintenance manuals must be provided at time of purchase. Sales commission applies to acquisitions.

\$20,000 Gold Coast City Council Public Art Acquisition
\$20,000 Satterley Property Group Public Art Acquisition
\$10,000 Satterley Property Group Public Art Acquisition

AWARDS

\$3,000 Currumbin RSL People's Choice Award
\$2,000 Currumbin RSL Kids' Choice Award
\$1,500 Emerging Artist Award sponsored by Jennie Neumann OAM
\$2,000 Dux Lighting Environmental Awareness Award
The Gold Coast Sun Media Award
Artist Peer Award

SELECTION AND SITE ALLOCATION

The Currumbin Beach ocean walkway between the Currumbin Surf Life Saving Club and the Currumbin Alley is approximately 1000 metres and is located along Pacific Parade Currumbin Beach, Queensland, Australia. Sculptures will be featured along the grassed area and selected beach sites. An opportunity may exist for artwork to be featured on one of two large natural rock areas. The majority of the exhibition site is flat with undulating areas.

We encourage artists successful with their submission to meet on site prior to the exhibition for site allocation and installation matters. Artists who are not able to attend onsite meetings can communicate with the site curator via telephone or email. Final site selection for all sculptures in the exhibition is the decision of the site curator. Works that appear to be unsafe or which are inconsistent with the artist's proposal may be excluded from the exhibition.

SWELL SMALLS

Swell Smalls Gallery is an indoor exhibition of smaller works held in conjunction with the Swell Sculpture Festival at The Way of Design Gallery, 2/792 Pacific Parade Currumbin Q 4223. Entry is open to accepted artists of the main exhibition; all accepted artists will be sent an entry form for the Swell Smalls exhibition.

ADVERTISING

SSF will promote the event via newspapers, radio, television and the web. Banners, catalogues, postcards and posters will be distributed nationally.

The artist agrees not to issue press releases without the written consent of SSF. Artists and or sponsors are not entitled to host functions at the exhibition site or issue press releases without the written consent of SSF. Artists or their sponsors are not 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 written consent.

Artists must acknowledge the correct name of the exhibition as "Swell Sculpture Festival" when making any reference to the exhibition or the organisation.

Recipients of Awards & Acquisitions must acknowledge the correct and full name of the award or acquisition when making any reference to it.

RESPONSIBILITY OF THE ARTIST

Set Up The artist will prepare the site and secure the sculpture to the site. If heavy machinery is required artists must supervise and be responsible for any damage made to their work and the surrounding area. Artists will need to be contactable by mobile phone throughout the exhibition and are invited to attend the opening launch, details of which will be given with confirmation correspondence.

Maintenance The artist or a representative of the artist will be responsible for maintaining the presentation of their work throughout the exhibition, especially in the event of severe weather conditions or the use of erodible materials.

Signage No signage is permitted with the sculpture unless prior approval has been given by the site curator. This includes advertising, business cards, catalogues or promotional material.

Sponsorship We have a section in the official program where sponsors or supporters of the artist can be acknowledged. The details and logo must be included with the initial submission, maximum logos represented is two please.

Printed Exhibition Program By Friday 30th July 2010, Artists must supply a high quality image at 300 dpi on CD saved as artist_surname_artist_first_name_title_of_work.jpg.

INSTALLATION, DEINSTALLATION and MAINTENANCE OF THE SCULPTURES

Installation of the work will be Wednesday morning 8th September and de-installation will be Monday 20th September. Please consider these dates when applying. Artists and their assistants are responsible for installation and de-installation of their work.

Artists are required to provide an installation method statement providing a list of materials, vehicles and heavy equipment they propose to bring on site and how they propose to install and de-install their work at the exhibition at the time of application. Please consider how the sculpture is to be transported from the vehicle to the site.

Prior to the exhibition artists will be allocated a site manager and a specific time for installation. Artists are required to sign in at the Information Hub prior to installation. The artist will liaise with a site manager to confirm artwork placement and check installation progress. Artists will need to inform SSF if there are any special requirements prior to the installation day. No additional fencing, signage will be allowed around artwork.

Upon completion of installation, artists must co-sign an Installation Completion Form with the Site Curator following a final site inspection. Sculptures must remain onsite until the close of the exhibition, this being 6am Monday September 20th.

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.

De-installation Monday 20th September 2010 Swell volunteers and workers who oversee the installation will not be available to lift any heavy objects. De-installation is from 7am - 1pm. Please call your site manager upon arrival. If any sculptures remain on site after 4.00pm, they will be removed and stored at the expense of the artist. All sites must be returned to their original condition.

OPTIONS FOR SUBMISSION

ONLINE submission at <http://www.swellsculpture.com.au/pages/application.php>

POSTAL submission please print, complete and return submission with the terms and conditions and payment to:

PO Box 457, Currumbin QLD 4223.

ENTRY FEE \$45 incl GST

Entrants will be required to pay a registration fee of \$45 incl GST payable to Swell Sculpture Festival. The fee applies to all entrants and is non refundable.

PAYMENT OF ENTRY FEE

Payment can be made via PayPal with Direct Deposit, Visa & Mastercard.

In addition to PayPal, artists may directly pay via direct bank deposit, please reference your name.

A/c Name: Swell Sculpture Festival. Bendigo Bank BSB: 633 108 ACC: 1222 48644

Cheque or Money Order or Credit Card

Submissions will not be fully processed or eligible for selection unless payment of entry fee is made in full.

Included with the entry fee of \$45 all artists must complete or supply a completed entry form, biography, installation method statement, and images on CD or sketches. If you require your support material to be returned to you please provide a stamped correct size envelope and we will return them to you. For postal entries - please provide everything on A4 white paper, no folders please.

LIABILITY INSURANCE

All risk for the artwork remains with the artist, this applies for the installation, maintenance and removal of the sculptures.

The exhibition will have Public Liability Insurance and will provide security patrols during the nights. SSF recommends all artists have their own insurance.

SALES, COMMISSIONS AND ACQUISITIONS

Commission from sculptures sales will be reinvested into Swell Currumbin Sculpture Festival to support the sustainability and autonomy of the exhibition.

The Artist acknowledges that SSF is appointed as Agent for the purposes of negotiating sales of artwork only and indemnifies SSF from any claims, suits or demands of any nature arising without limitation, from the sale of the Artworks or arising from any defects or faults with the Artworks.

All sculptures must be for sale throughout the 10 day exhibition and for 3 months after the exhibition the date being 20th December 2010. The total sale price must include GST (if applicable) and Commission of 33%. SSF will receive a commission of 33%. SSF will manage the sale transactions.

In the event that a sculpture is sold, transport, de-installation and insurance will be the responsibility of the artist and purchaser. If the artist is already represented by a gallery then Swell must be made aware of this prior to entry into the exhibition. If no written notification is given prior to SSF then the standard commission applies, as a rule SSF will not share commissions with other galleries or agents.

Any sales or commissioning of works, which arise from a contact or approach from a purchaser during or as a result of the SSF whether or not the actual artwork was exhibited (i.e. new work or commissions) will attract a commission payable to the SSF, upon completion of sale. Any approaches made to the Artist (once their sculpture has been accepted into SSF up to and during the SSF for the sales and commissioning of works must be referred to SSF. Artist

must advise SSF of any discussions or negotiations they have entered into for the artwork exhibited in the SSF prior to exhibiting.

The Artist shall keep SSF fully informed at all times in respect of any enquiries or offers to purchase works or commissioning of works arising out of the exhibition. Any sales made within the time frame as set out by SSF will result in a commission of 33% payable to SSF. If SSF engages a client for purchasing a sculpture and the sale occurs after the three (3) month period all terms and conditions within this Agreement will apply

Commission will be deducted from all Acquisitions since all sculptures will have commission included into the price. Acquisitions are at the discretion of the Sponsor and SSF, each award is up to the nominated award amount, if your sculpture is priced over the award amount it may not be considered for the acquisition award.

By applying to the SSF you agree to the terms and conditions. The terms of this agreement apply to the extent of any inconsistencies.

RISK MANAGEMENT

By signing the entry form the artist acknowledges that he/she is bound by the terms and conditions agreement which the artist has read and understood at the time of submitting or signing the Entry form.

SSF will not store artworks. The artist will accommodate viewing of the sculpture when necessary as requested by buyers.

All risk for the artwork remains with the artist, including the installation and removal of the sculptures. SSF accepts no responsibility and shall not be liable for any damage to the Artworks. We strongly advise that artists create work that is not easily removed, damaged or dismantled. Any damage to work must be reported to the site manager immediately.

All instructions from the Site Curator, Site Manager, Council, Police, Event Managers or relevant public officials must be complied with. By signing the entry form, every artist authorises the exhibition staff to move their sculptures or remove it from site for reasons of but not limited to public safety or damage.

Artists are responsible for any damage to persons or ground or private or public property or to their work as a result of their artwork, vandals or the elements of the coastal setting.

FINANCIAL TRANSACTIONS

SSF will manage all financial transactions with the purchaser and or clients. The balance remaining (after commissions have been paid) will be paid to the Artist by cheque or direct deposit within fourteen days of settlement. The terms of sale shall be determined by the Artist and SSF, but in the absence of such agreement, shall be as follows:

- 20% deposit on sale, 80% on delivery of Artwork
- Transport and insurance will be the responsibility of the Artist and purchaser.
- SSF has credit card facilities available, fees and charges may apply. Electronic transfer of funds is the preferred method of payment.
- SSF is authorised by the Artist to deduct its sales commissions 33% from the purchase monies paid by the Purchaser before accounting to the Artist for the balance.
- SSF shall be entitled to its commission payable hereunder upon completion of sale of the artwork, or where the Artist forfeits any deposit or other monies paid by a Purchaser who fails to complete any such sale.

TITLE AND COPYRIGHT, PHOTOGRAPHY AND PRINTED PROGRAM

The Artist retains copyright on their own work and authorises SSF to reproduce the artwork in the exhibition program, website, media releases or promotions, necessary to promote the Artwork and SSF.

The Artist retains title to each Work until the full sale price is paid for that sculpture to Swell Sculpture Festival, when title passes directly to the buyer.

The Artist retains copyright on their own work and authorises SSF to reproduce the artwork in the exhibition catalogue, DVD, SSF website, media releases or promotions necessary to promote the Artwork and SSF.

The Artist warrants that the works shall be their own original works and shall not be the subject of claim of ownership by third parties.

Artist retain copyright on their own works and authorise SSF to reproduce the artwork in the exhibition program, publicity, media releases, promotions, website or exhibition purposes.

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.swellsculpture.com.au

DISPUTES

If the parties disagree about this agreement, whoever disagrees must:

- a) first tell the other party about the dispute in writing; and
- b) not start any litigation or arbitration in relation to the dispute until this clause 'Disputes' is followed.
- c) Once all parties have been told of the dispute, both parties must arrange for representatives to meet within 14 days and take all reasonable steps to try and solve it.
- d) If the dispute is not resolved under clause 'Disputes'(b) the parties agree to submit the dispute to either a mediator or a mediation process
- e) If the parties are unable to resolve the dispute within 7 days of commencing mediation or a later time that they agree to during the mediation, they may refer the matter to arbitration or commence litigation.
- f) The parties must continue to perform their respective obligations under this agreement even if they disagree.

Submitting or signing the entry form into the Swell Sculpture Festival means that you have read, understood and accept the terms and conditions of this agreement.

To enter please complete the application on line or print off and return the entry form and terms and conditions - separate download is available now on line

KEY DATES 2010

End of April	Successful applicants will be notified
Friday 30th July	Images and sculpture statement due for the printed program
Wednesday 8th September	Installation
Thursday 9th September	Official Launch
Friday 10 th – Sunday 19 th	Exhibition
Monday 20th September	De-installation

CHECKLIST

- completed and signed entry form.
- photographs/images of your work included and labelled in the correct way.
- artist statement included.
- proposed work sketches included.
- proposed installation method statement including a list of materials, vehicles or heavy equipment required.
- entry fee of \$45 made payable to "Swell Sculpture Festival"

All material supplied must be a maximum of A4 size, please do not send maquettes.

DO NOT BIND OR SEND YOUR SUBMISSION IN A FOLDER.

POST TO:

Swell Sculpture Festival
PO Box 457
Currumbin Qld 4223
AUSTRALIA

CONTACT DETAILS

You may contact the office on +61 07 5525 6392 Monday - Friday between 9am and 2pm for further details, or email the office at artist@swellsculpture.com.au

APPLICATIONS CLOSE MONDAY 15TH MARCH 2010

2010 ENTRY FORM

Important - please read and complete carefully to ensure the concept of your submission is clearly communicated to the Curatorial Panel.

This application and terms of conditions is a contract between the artist and Swell Currumbin Sculpture Festival LTD t/as Swell Sculpture Festival (SSF) ABN 55 108 821 450. Please read the terms and conditions and return this application complete with terms and conditions to: Swell Sculpture Festival, PO Box 457 Currumbin QLD 4223, Australia. Phone (07) 5525 6392. Closing date for submissions is 15th March 2010.

ARTIST DETAILS

FIRST NAME	<input type="text"/>	EMAIL	<input type="text"/>
LAST NAME	<input type="text"/>	Regularly checked email address required	
ADDRESS	<input type="text"/>		
POSTCODE	<input type="text"/>	COUNTRY	<input type="text"/>
PHONE	<input type="text"/>	OTHER	<input type="text"/>
MOBILE	<input type="text"/>	FACSIMILE	<input type="text"/>
BRIEF BIOGRAPHY (or please attach ONE PAGE ONLY)		WEBSITE	<input type="text"/>
		ABN NUMBER	<input type="text"/>
		GST REGISTERED (tick)	<input type="checkbox"/> YES <input type="checkbox"/> NO
		HOW DID YOU HEAR ABOUT THE EXHIBITION? (tick)	
		<input type="checkbox"/> Google <input type="checkbox"/> Swell Website <input type="checkbox"/> Email <input type="checkbox"/> Friend <input type="checkbox"/> Gallery	
		<input type="checkbox"/> Art Almanac <input type="checkbox"/> ArtsHub <input type="checkbox"/> Other Website	

SCULPTURE DETAILS

SCULPTURE TITLE	<input type="text"/>						
DIMENSIONS OF WORK	<input type="text"/>	height	<input type="text"/>	width	<input type="text"/>	length	(cm)

MATERIALS

SCULPTURE SALE PRICE	<input type="text"/>	AUD\$	<input type="text"/>	(including GST and commission of 33%)
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Please include ONE PAGE **ARTIST SCULPTURE STATEMENT**
For inclusion in the printed program (max 90 words)

Please include ONE PAGE **SCULPTURE INSTALLATION METHOD STATEMENT**
The installation statement should be an indication of how you intend to install your sculpture and what will be required. Information should include any foundation preparation, footings, plinths, materials, lighting, fixings of the sculpture or machinery required.

PLEASE PROVIDE 2 (TWO) **PHOTOGRAPHS/IMAGES IMAGES FOR COMPLETED SCULPTURES.**

Images are to be saved in the following format: artist's surname_artist's firstname_title_of_work.jpg eg: moore_henry_reclining figure.jpg

For works in progress please provide a description along with any support material.

Tick completed work work in progress - attach support material

OTHER INFORMATION

Preferred placement of sculpture: Northern Beach Site On Top of Elephant Rock The Grassed Walkway Currumbin Rock

YES NO Will you require machinery or lifting apparatus to move your sculpture onto the site?

YES NO Are you eligible for the Emerging Artist Award? (never won a prize and exhibited less than 5 times)

YES NO There are acquisition awards; is your sculpture suitable for purchase as public art?

YES NO Are you interested in conducting artist talks during the exhibition?

YES NO Are you interested in contributing as a volunteer during the exhibition?

SIGNING

I have read, understood and agree to the terms and conditions of the contract with Swell Currumbin Sculpture Festival Ltd.

SIGNED

DATE

TAX INVOICE/RECEIPT Swell Currumbin Sculpture Festival T/as Swell Sculpture Festival ABN 55 108 821 450
Please complete this section if you require a tax invoice/receipt for tax purposes and retain for your tax records.

NAME	<input type="text"/>	AMOUNT PAID INCLUDING GST	\$	<input type="text" value="45.00"/>
ADDRESS	<input type="text"/>	entry fee for Swell Sculpture Festival		