

SWELL SCULPTURE FESTIVAL ("SSF")

The application and these terms of conditions is a contract between the artist and Swell Sculpture Festival LTD (SSF) and both parties agree to be bound by the following terms and conditions.

APPLICATIONS CLOSE THURSDAY 15TH MARCH 2012

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; 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 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 is lawfully permitted to exhibit, advertise for sale, sell and/or 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.

2012 CURATORIAL PANEL

Natasha Edwards Director and Curator, Swell Sculpture Festival
Philip Follent Head of School, Soheil Abedian School of Architecture, Bond University
Dev Lengjel Site Curator, Swell Sculpture Festival
Virginia Rigney Curator, Gold Coast City Gallery

Please be advised that the panel has absolute and unfettered discretion to select artworks for the festival and any 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 2012.

ACQUISITIONS

Acquisitions are selected up to the nominated amounts and Swell Sculpture Festival is pursuing additional acquisitive and non-acquisitive awards for the benefit of artists.

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. Maintenance manuals must be provided at time of purchase. Sales commission applies to acquisitions.

Up to \$20,000 Gold Coast City Council Public Art Acquisition

AWARDS

\$3,000	People's Choice Award
\$2,000	Kids' Choice Award
\$1,500	Emerging Artist Award sponsored by Jennie Neumann OAM The Gold Coast Sun Media Award
\$500	Artist Peer Award
\$500	Swell Smalls Gallery People's Choice 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 & Acquisition/s must acknowledge the correct and full name of the award or acquisition when making any reference to it including the award or acquisition sponsor.

RESPONSIBILITIES OF THE ARTIST

The Artist acknowledges and accepts that their Work or Works accepted and/or displayed for exhibition at the 2012 SSF are prohibited from public display in any festival or other exhibitions of artworks anywhere in the State of Queensland for a duration of 6 weeks prior to the SSF and 6 weeks after the completion of the SSF unless the Artist has obtained prior written consent from SSF to do so.

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 by an artist at the sculpture unless prior approval has been given by the site curator. This includes advertising, business cards, catalogues or promotional material.

PRINTED PROGRAM

Artists must supply the following information to SSF for inclusion in the printed program by **Tuesday 31st July, 2012**.

1. A high quality image of the sculpture being exhibited at 300 dpi print resolution with the filename attributed as follows: lastname_firstname_title_of_work.jpg
2. Artist Statement and Sculpture Title, complete with spelling and grammatical check. Artist Statements must be less than 90 words.
3. Final measurement of the Work - H x W x L in centimetres (cm) and weight in kilograms (kg).
4. Artists must confirm the sculpture sale price including GST (if applicable) and commission of 33%.

To confirm or update these entry details Artists are to log in to their account on the website at <http://www.swellsculpture.com.au/pages/account.php> **PLEASE NOTE: Changes to the program content will not be accepted after 31 July 2012.**

SPONSORSHIP We have a section in the official program where sponsors or supporters of the artist can be acknowledged. Maximum logos represented are two. Logos must be supplied at 300 dpi resolution in .jpg or .eps file type only by **Tuesday 31st July, 2012**. There are NO extensions to this deadline.

INSTALLATION, DEINSTALLATION and MAINTENANCE OF THE SCULPTURES

Installation of the work will be Wednesday morning 12th September and de-installation will be Monday 24th 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 7am Monday September 24th.

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 24th September 2012 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>

POST completed submission with the terms and conditions and payment to:
Swell Sculpture Festival 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

1. PayPal with Direct Deposit, Visa & Mastercard options available.
2. Direct Bank Deposit - *please reference your name.*

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

3. Cheque or Money Order - *payable to Swell Sculpture Festival*
4. Credit Card by phoning 07 5525 6392 between 9am – 2pm.

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 Sculpture Festival to support the sustainability, growth, 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 14th December 2012. The total sale price must include GST (if applicable) and Commission payable to SSF of up to 33% as negotiated by the Artist and SSF from time to time but

prior to determining any final price for the sculpture. For clarity, SSF will negotiate its Commission in certain circumstances to assist the Artist with opportunities to sell the artworks. SSF will manage any 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 SSF 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 of 33% applies, as a general 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. Artists 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, unless some other commission has been negotiated for the particular transaction prior to finalising any sale price. 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 potential 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 of any nature 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, amongst other things, their artwork, vandals or the elements of the coastal setting.

FINANCIAL TRANSACTIONS

SSF will manage all financial transactions with the purchaser of any sculpture 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.

The Artist is responsible to investigate and resolve any infringements of their intellectual property whether or not such infringement result directly or indirectly from the Festival. The Artist may request assistance from SSF and SSF will not unreasonably refuse a request to assist an Artist resolve an infringement of their intellectual property as a result of their display in the Festival.

The Artist retains 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 the Artist must notify us, and 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 (b) the parties agree to submit the dispute to either a mediator or a mediation process to be agreed upon by all parties.
- e) If the parties are unable to resolve the dispute within 14 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 always continue to perform their respective obligations under this agreement and will remain bound by the terms of the contract.

Submitting online 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.

KEY DATES 2012

End of April	Successful applicants will be notified
Tuesday 31st July	Image supply, sculpture statement & price due for printed program
Wednesday 12th September	Installation
Thursday 13th September	Official Launch
Friday 14th – Sunday 23rd	Exhibition
Monday 24th September	De-installation

CHECKLIST

- completed and signed entry form
- photographs or images of your work included and labelled in the correct way
- artist statement included
- proposed work sketches included
- proposed installation method statement incl. list of materials, vehicles or heavy equipment
- entry fee of \$45

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.

ONLINE ENTRY www.swellsculpture.com.au

POST TO:

Swell Sculpture Festival
 PO Box 457
 Currumbin Qld 4223
 AUSTRALIA

FURTHER ENQUIRIES

Should you need assistance please contact the office on +61 07 5525 6392 Monday - Friday between 9am and 2pm or email artist@swellsculpture.com.au

APPLICATIONS CLOSE THURSDAY 15TH MARCH 2012

ENTRY FORM - 2012 Swell Sculpture Festival

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

The application and these terms of conditions is a contract between the artist and Swell Sculpture Festival LTD (SSF) ABN 55 108 821 450 and both parties agree to be bound by the following terms and conditions. Please read the terms and conditions and return this entry to: Swell Sculpture Festival, PO Box 457 Currumbin QLD 4223, Australia. **Closing date for submissions is 15th March 2012.**

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"/>		
SUBURB	<input type="text"/>	STATE	<input type="text"/>
PHONE	<input type="text"/>	POSTCODE	<input type="text"/>
MOBILE	<input type="text"/>	COUNTRY	<input type="text"/>
		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"/> ArtsHub
		<input type="checkbox"/> Art Almanac	<input type="checkbox"/> FB/Twitter
		<input type="checkbox"/> NAVA	<input type="checkbox"/> Other Website

BRIEF BIOGRAPHY (please attach ONE PAGE ONLY)

SCULPTURE DETAILS

SCULPTURE TITLE

DIMENSIONS OF WORK height width length (cm) WEIGHT (kg)

MATERIALS

SCULPTURE SALE PRICE AUD\$ (including GST and commission of 33%)

Please include your **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. *Template available at swellsculpture.com.au*

Please include up to 3 (three) **PHOTOGRAPHS or IMAGES** saved in the following format: surname_firstname_title_of_work.jpg

Completed work **Work in Progress** - for works in progress please provide a description along with any 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 is an acquisition award; 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 Sculpture Festival LTD.

SIGNED _____ DATE _____

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

NAME	<input type="text"/>	AMOUNT PAID INCLUDING GST \$	<input type="text" value="45.00"/>
	<input type="text"/>	entry fee for	
		Swell Sculpture Festival 2012	