



SWELL SCULPTURE FESTIVAL (“SWELL”)

The application and these terms of conditions are a contract between the Artist and SWELL Sculpture Festival LTD (SWELL) and both parties agree to be bound by the following terms and conditions.

PRESENTING THE 19TH SWELL SCULPTURE FESTIVAL 10 – 19 SEPTEMBER 2021 PACIFIC PARADE, CURRUMBIN BEACH QLD 4223

APPLICATIONS CLOSE SUNDAY 31 JANUARY 2021 midnight

SCULPTURES ELIGIBLE FOR ENTRY

Sculptures will be selected on artistic merit and 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, the Artist is required to consider the size of their work so that it is not easily removed.

The Artist should make serious considerations of the artwork and its ability to withstand matters surrounding security, safety, temporary installation and de-installation. Consideration should also be given to public interaction on a large scale, inquisitive children, the outdoor environment and coastal weather considerations such as the sun, extremely strong winds and rain.

The Artist warrants that he/she is the legal owner and proprietor of the works and holds the 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 SWELL without the consent, approval or license of any other person, firm or authority.

ENTRY/APPLICATION FORM

Artists should take great care in communicating their concept or sculpture in their entry application. The curatorial panel bases the decision on the Artist statement, sculpture installation method, images, working drawings and biography. A clearly presented, well thought out and devised application is highly recommended. High quality images or proposed sketches including scale and elevation are necessary for all submissions.

MULTIPLE ENTRIES

Multiple entries will be accepted from an Artist. Each artwork must be presented as a separate entry. The entry fee is payable on each entry submitted.

CURATORIAL POLICY

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



2021 CURATORIAL PANEL

Invited Panel

The curatorial panel is made up of 4 to 6 industry professionals.
Panel members to be confirmed.

ARTIST SUBSIDY – confirmation pending

SWELL will strive to secure funding for a contribution to be paid to the Artist per sculpture installation exhibited in the main outdoor exhibition. Supporting artists is at the forefront of the SWELL ethos. The fee is to assist Artists in realising their sculpture and assist with any costs they deem necessary.

The Artist subsidy applies to one artist for one sculpture installation. Any collaboration works mean the collaboration is the Artist and the subsidy is to be shared with its collaborating Artists. One subsidy applies to the complete sculptural installation regardless of the number of sculpture components.
An invoice must be supplied to SWELL. This payment will be made following the completed de-installation of the artistic work.

The Artist must provide the following information to be eligible for the Artist subsidy (if applicable):

A completed application submitted to SWELL by the closing date.

Including the Artist statement, details, price, image, installation method, footings and Artists public liability insurance or ability to present Public Liability insurance prior to installing their sculpture, successful installation and finally de installation of artwork from site. All terms and conditions must be met.

Successful artists will be notified of subsidy arrangements for SWELL 2021.

NOTIFICATION OF SUBMISSION OUTCOME

Artists both successful and unsuccessful in their application will be notified by 28 February 2021.

AWARDS

The awards listed are a guideline and are subject to change.

\$15,000 SWELL Sculpture Award sponsored by the Neumann Benevolent Family Foundation

\$ 3,000 People's Choice Award sponsored by Bleach* Festival

\$ 3,000 Environmental Awareness Award sponsored by the Max Fabre Foundation

\$ 3,000 Kids' Choice Award sponsor TBC

\$ 1,500 Jennie Neumann OAM Emerging Artist Award sponsored by Jennie Neumann OAM

\$ 1,000 Artist Peer Award sponsored by The Bendigo Bank Tugun

\$ 1,000 SWELL Smalls Gallery People's Choice Award sponsor The Dust Temple

SWELL Sculpture Festival is pursuing additional acquisitive and non-acquisitive awards for the benefit of Artists.

SELECTION AND SITE ALLOCATION

The Currumbin Beach and Ocean Walkway between the Currumbin Surf Life Saving Club and the Currumbin Alley is approximately 1000m and is located along Pacific Parade Currumbin Beach, Queensland, Australia. The majority of the exhibition site is flat with undulating areas. 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. Engineer certification may be required for certain works particularly those situated on Elephant Rock and Currumbin Rock and those above a certain height. Prior to your submission, please contact SWELL with any questions.



Sculpture sites are not guaranteed, your site will be finalised following a meeting with the curator. We encourage Artists who are successful with their submission to meet on site before the exhibition for site allocation and installation matters. Selected 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.

ADVERTISING

An official SWELL program will be printed acknowledging exhibiting artists. SWELL will promote the event via newspapers, radio, television and online. Banners, catalogues, postcards and posters will be distributed nationally.

The Artist agrees not to issue press releases without the written consent of SWELL. Artists and or sponsors are not entitled to host functions at the exhibition site or issue press releases without the written consent of SWELL. 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 either SWELL Sculpture or SWELL Sculpture Festival when making any reference to the exhibition or the organisation.

Recipients of Awards 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 the work or works accepted and/or displayed for exhibition at the 2021 SWELL 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 SWELL and 6 weeks after the completion of SWELL unless the Artist has obtained prior written consent from SWELL to do so.

Artists are responsible to install and de-install their works or may appoint a specialised worker to install and/or de-install on their behalf. Only in special circumstances and requests made in writing will SWELL consider installing and de-installing an Artist's work. Strict fees will apply. Contact the curator to obtain a quote.

INTERACTIVE, LABOUR INTENSIVE SCULPTURE & THOSE REQUIRING POWER

There is limited availability for power, if your sculpture requires power you must speak with the curator. All works that need electrical power must be single phase 240 volt, maximum 2 AMP current draw: please ensure all wiring is verified and tagged by a licensed electrician.

Sculpture, with audiovisual, sound, lighting, digital engagement or other technical components must be accompanied with a clearly labeled and well-articulated instruction manual. Three copies of the manual in plastic weather resistant folders are to be supplied. Please phone the office to discuss these requirements at least four (4) weeks prior to installation.

For works that are labour intensive in operation and/or maintenance, the Artist must make provisions to adequately resource these requirements for the duration of the exhibition. If a sculpture requires an excessive amount of SWELL resources including crew or volunteers to operate and/or maintain, the Artist will be notified and may be invoiced to cover costs for this additional support.



All power must be outdoor rated and compliant to Australian standards and tagged and tested.

SET UP/ SITE PREPARATION

INSTALLATION, DEINSTALLATION and MAINTENANCE OF THE SCULPTURES

WEDNESDAY 8 SEPTEMBER

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. SWELL will provide a manitou, tractor and crane to assist with the installation of all sculptures. Site Managers will be appointed to supervise and assist Artists with the set-up of their sculptures.

Installation of the work will be from **7am Wednesday 8 September** and de-installation will be **7am – 4pm Monday 20 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 installation and de-installation method statements 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. Please consider how the sculpture is to be transported from the vehicle to the site. Artists are not permitted to drive on the grassed area or the sand. If any vehicle is required to cross the pathway the Artist **MUST** wait for traffic control to be provided, use hazard lights on the vehicle and position witch's hats around the vehicle whilst stationary.

Prior to the exhibition, Artists will be allocated a site manager and a time for installation. The Artist will liaise with the curator to confirm artwork placement and check installation progress. Artists will need to inform SWELL if there are any special requirements via the installation method statement. No additional fencing, signage will be allowed around the artwork.

When Artists arrive onsite to install their artwork, they must sign in at registration office. Upon completion of installation and following a final site inspection by the Curator, Artists must sign out at registration office confirming installation is completed. Sculptures must remain onsite until the close of the exhibition. Every Artist and artworker on site must complete a safety induction.

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 checking the box to acknowledge you agree with the terms and conditions on the Artist submission 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 will occur on Monday 20 September 2021, SWELL volunteers and workers who oversee the installation will not be available to lift any heavy objects. De-installation is from 7am - 4pm. When Artists arrive onsite to de-install artwork they must sign in at registration office and sign off when de-installation is complete prior to leaving site. **If any sculptures remain on site after 4pm it will be removed and stored at the expense of the Artist.** The Artist will be invoiced for costs associated with late removal. All sites must be returned to their original condition.

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.



Volunteers and site managers will be available to assist with maintaining the overall artworks throughout the 10 days.

SIGNAGE

Signage is not permitted at the sculpture or sculpture site unless prior approval has been given by the site curator. This includes advertising, business cards, catalogues or promotional material but not limited to. Site plaques will be made to advise visitors of Artists name, site number and title of the sculpture.

PACKING, STORAGE, COURIERS & SWELL ASSISTANCE TO INSTALL/DEINSTALL

It is imperative that all your crates and materials are clearly labeled with your name and contact details. If you are transporting your work to and from SWELL via courier, you will need to supply the courier company name, details of drop off or collection, and a consignment number or delivery number beforehand. Artists are strongly advised to install their own works. Works to be installed or de-installed by SWELL will forfeit their subsidy (if applicable) artist fee, the sculpture will be stored temporarily at a depot and additional incurred costs will be charged to the artist. The Artist will be invoiced for expenses, unless otherwise specified by the curator/artistic director.

PRINTED PROGRAM

Artists must supply the following final and complete information via an online form to SWELL for inclusion in the printed program by **Thursday 3 June 2021**.

1. A high-quality image at largest image dimension and 300 dpi print resolution with the filename attributed as follows: lastname_firstname_title_of_work.jpg
2. Artist statement (about your work) and sculpture title complete with spelling and grammatical check. Artist statements must be **90 words or less**.
3. Final measurement - H x W x L **millimeters (mm)** and mass in kilograms (kg).
4. Artists must confirm the sculpture sale price including GST (if applicable).
5. Black and white headshot of Artist, for Artist page

PLEASE NOTE: Changes to the program content will not be accepted after 3 June 2021 and information supplied to date will be used. There will be no extensions.

ARTIST 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 3 June 2021. There are NO extensions to this deadline.

FESTIVAL PROGRAMMING

In addition to the exhibition, SWELL programs art activities for the visiting public to participate in to complement the experience of interaction with sculpture. These activities may include children's workshops, adult master classes, Artist talks and other programming. These activities may occur throughout the exhibition with visitors drawing and painting in and amongst the sculpture. Please be advised that your work may be included in these sessions. For further information please email artist@swellsculpture.com.au.

INTERNATIONAL ARTIST RESPONSIBILITIES

Visa
Customs / Freight
Airlines and Accommodation



Installation and de-installation of works

INSURANCE

All risk for the artwork remains with the Artist; this applies to the installation, maintenance and removal of the sculptures. SWELL will have Public Liability Insurance and will provide security patrols during the event. Artists must have their own public liability insurance. **To exhibit in SWELL, you will need to provide a copy of your Public Liability certificate of currency.**

Information on insurance can be obtained from the following organisations - **FLYING ARTS** [Flying Arts General Insurance Information](#) (discount applies using code 1671) or **NAVA** National Association for the Visual Arts offers a [Professional Membership Insurance Package](#)

SWELL Sculpture Festival does not endorse any of the companies listed from the links directly above, and independent advice should be sought to determine your needs.

ARTISTS EXHIBIT AT THEIR OWN RISK

SWELL does not have accidental and malicious damage insurance 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 or our contractors or volunteers on or off site or in transit.

By agreeing to our terms and conditions and submitting an entry form, Artists authorise the exhibition staff to move or remove their sculpture from the site for any reason, including but not limited to public safety, damage or potential damage to the sculpture or for curation purposes of the exhibition. Throughout the duration of the exhibition site crew will keep the sculptures under observation. Security guards are employed for overnight patrols of the entire site.

SALES, COMMISSIONS AND ACQUISITIONS – 10% COMMISSION PAYABLE TO SWELL SCULPTURE FESTIVAL

All sales, commissions and acquisitions are encouraged. SWELL extends its support to Artists and will receive 10% sales commissions from the sale of sculptures in the main exhibition. If an Artist is represented by a gallery, it is the Artists responsibility to disclose this information to the SWELL Executive Director to avoid any confusion of sales commission, if the artist chooses to make a donation to SWELL then we welcome the acknowledgement and the donation.

The Artist acknowledges that SWELL is appointed as agent for the purposes of negotiating sale of artworks only and indemnifies SWELL 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 sales less 10% commission will go directly to the Artist.

In the event that a sculpture is sold, transport, de-installation and insurance will be the responsibility of the Artist. If a gallery already represents the Artist, then SWELL must be made aware of this prior to entry into the exhibition.

Artists must advise SWELL of any discussions or negotiations that they have entered into for the artwork exhibited in the SWELL before exhibiting.

The Artist shall keep SWELL fully informed at all times in respect of any enquiries or offers to purchase works or commissioning of works arising out of the exhibition. This information helps inform the success of the exhibition and assists with outcome reports.

By applying to SWELL 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 that the Artist has read and understood at the time of submitting or signing the entry form.

SWELL has no storage facility for artworks post exhibition. Artists may be able to deliver their sculptures prior to installation in a holding bay. Please contact the SWELL curator/artistic director to request consideration for early delivery.

All risk for the artwork remains with the Artist, including the installation and removal of the sculptures. SWELL 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 artistic director, site curator, site manager, council, police, event managers or relevant public officials must be complied with. By signing the entry/application form, every Artist authorises the exhibition staff to move their sculptures or remove it from the 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.

TITLE AND COPYRIGHT, PHOTOGRAPHY AND PRINTED PROGRAM

The Artist retains title to each work until the Artist passes the title directly to the buyer.

- 1.1 The Artist undertakes and warrants to SWELL that the work will be original and will not infringe the copyright or other rights belonging to any third party.
- 1.2 The Artist indemnifies SWELL against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages of any nature arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) of any intellectual property right in connection with the receipt of the work.
- 1.3 The Artist shall exercise all reasonable skill, care and diligence in undertaking and carrying out the Work.
- 1.4 The Artist shall indemnify SWELL against:
 - (a) Any liability, damage, loss, expense, costs, claim or proceeding in respect of personal injury to or death of any person arising out of or in connection with the provision of the work; and
 - (b) Any liability, damage, loss, expense, costs, claim or proceeding in respect of loss, injury or damage to any property (including property owned by SWELL).

Insofar as the same is due to the negligence, omission or default of the Artist, its subcontractors or employees.

The Artist retains copyright on their own work and authorises SWELL to reproduce the artwork in the exhibition catalogue, video footage, SWELL website, external websites, use for publicity, stakeholder internal and external publications, stakeholder websites, stakeholder videos and any promotions necessary to promote the artwork, the Artist and SWELL.



The Artist warrants that the works shall be their own original works and shall not be the subject of a 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 SWELL and SWELL will not unreasonably refuse a request to assist an Artist to resolve an infringement of their intellectual property as a result of their display in the festival.

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 SWELL Sculpture Festival and establish a hyperlink to 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/application form into the SWELL Sculpture Festival means that you have read, understood and accept the terms and conditions of this agreement.

Failure to comply with these conditions will result in the Artist forfeiting any Artist subsidy, award monies, or commissions owed to them by SWELL and may result in the Artist's work being excluded or removed from the exhibition at their own expense.

DISCLAIMER

At the time of writing, the above information is correct to the best of our knowledge. SWELL reserves the right to make changes or amendments to deadlines, programming, awards and participation guidelines. While every care has been exercised in compiling and publishing the information contained in these pages SWELL accepts no responsibility for errors or omissions or changes to the information.

SWELL Sculpture Festival is a not for profit organisation. SWELL has agreements with and receives funding from various stakeholders including the Queensland Government through Arts Queensland and Tourism and Events Queensland; local government through the City of Gold Coast. SWELL has contractual obligations to supply event data, imagery and footage from the event to these and various stakeholders.

Please refer to the SWELL website for our privacy policy.



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.

For postal entries - please provide everything on A4 white paper, no folders please. **DO NOT BIND, STAPLE OR SEND YOUR SUBMISSION IN A FOLDER.**

ENTRY FEE

\$45 incl. GST

All submissions must be accompanied with a registration fee of \$45 incl. GST payable to SWELL Sculpture Festival. The fee applies to all entrants and is non refundable.

ENTRY FEE PAYMENT OPTIONS

- Direct Bank Deposit - *please reference your name.*
A/c Name: **SWELL Sculpture Festival** Bendigo Bank BSB: **633 000** ACC: **122 248 644**

Submissions will not be eligible for selection unless payment of the 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 and de-installation method statement, and supply images /sketches/working drawings etc.

KEY DATES 2021

31 January	Entries Close midnight
26 February	Artists notified of selection decision
3 June	High resolution images to be supplied Final sculpture statement & details for printed program Artist sponsor logo supply
Sunday 5 September	SWELL Smalls Gallery Installation and Preview.
Wednesday 8 September	Bump In / Installation of artworks
Thursday 9 September	Judging of a selection of awards, Official Opening Launch, presentation of a selection of awards.
Friday 10 – Sunday 19	SWELL Sculpture Festival Exhibition Dates
Monday 20 September	Bump Out / De-installation of artworks



CHECKLIST

- Completed and signed entry form
- Photographs or images of your work included and labeled in the correct way
- Artist statement included 90 words or less
- Proposed work sketches including scale, side and front elevations
- Installation method statement incl. list of materials, vehicles or heavy equipment required, number of people in your installation team + de-installation method statement – any variance to what was used or required at installation.
- Artists own public liability certificate of currency (or will provide if selected)
- Entry fee of \$45 paid
- Biography
- Have read and understand the Terms of Condition

FURTHER ENQUIRIES

Should you need assistance, please email artist@swellsculpture.com.au with a preferred time to call back, what your enquiry is about and your contact number.

We look forward to your entries!

APPLICATIONS CLOSE 31 JANUARY 2021 midnight