

# sculpture by the sea

## bondi 2009 | APPLICATION



*Co-Principal Sponsors*

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*Our Host*

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Artists are invited to submit entries by 20 April, 2009 for pre-selection in the thirteenth annual ***Sculpture by the Sea*** to be staged along the coastal walk from Bondi to Tamarama in Sydney, Australia from 29 October – 15 November, 2009.

### Highlights:

- The *Sculpture by the Sea* Prize of a minimum of \$30,000
- Assistance to all artists of at least \$2,000 (please see p2 for details)
- Ephemeral and Site Specific Subsidies of \$4,000 for 3 artists.
- An estimated 500,000 visitors across 3 weeks
- High level sculpture sales over the past 6 years
- An international sculpture conference
- The Clitheroe Foundation Mentor Program
- 100 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 TO OUR OFFICE BY 5:00PM ON 20 APRIL, 2009 TO:**

### SCULPTURE BY THE SEA

#### POSTAL ADDRESS:

PO BOX 300  
SURREY HILLS  
SYDNEY NSW 2010  
AUSTRALIA

#### STREET ADDRESS:

SUITE 302  
61 MARLBOROUGH STREET  
SURREY HILLS SYDNEY NSW 2010  
AUSTRALIA

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

## **SCULPTURES ELIGIBLE FOR ENTRY**

All types, forms and sizes of sculpture in all materials are eligible for entry to *Sculpture by the Sea*. 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.

Waverley Council authorises Sculpture by the Sea Incorporated (SxSInc) to stage the exhibition on the Bondi to Tamarama coastal walk. Please note that works that are considered by SxSInc or Waverley Council to be unsafe will be ineligible. Waverley Council is committed to maintaining and supporting events that include participation from the broader community and are not discriminatory or offensive in any way.

## **AVAILABLE SITES**

Sites are available along the coastal walk from Tamarama Park to the steps at the end of Notts Avenue, including Tamarama Beach and Café; rock platforms; garden beds; cliff tops; the park areas at Tamarama and Marks Park; and the sea. Please note, artists wishing to install sculptures in the sea are required to complete a further agreement to meet additional safety and installation requirements. The essence of the agreement to exhibit in the sea is that the artist is responsible for the installation of their work; its maintenance and removal at short notice in the event of forecasted big seas.

## **RESTRICTED SITES**

The only restrictions on sites are for public, environmental and sculpture safety reasons. To the extent possible these have been indicated on the enclosed map and include:

- unsafe distances from the cliff's edge (approximately 3 metres);
- rock overhangs above the walkway;
- next to the narrower parts of the walk;
- rock platforms exposed to the surf;
- next to or on the Aboriginal rock carvings; and
- works which incorporate fire or loud amplified sound.

## **\* SCULPTURE BY THE SEA'S CURATORIAL PANEL**

*Sculpture by the Sea, Bondi 2009* will be pre-selected by Brenda May, Director, Brenda May Gallery, Gary Deimendjian, Artist and Axel Arnott, Head Curator, *Sculpture by the Sea*.

If a member of the curatorial panel has a commercial relationship with an artist who has submitted a work for consideration, the submission will be considered by the other two members of the panel alone.

## **SCULPTURE BY THE SEA'S CURATORIAL POLICY**

*Sculpture by the Sea* 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 WORK**

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

We would also like to encourage submissions from artists for a major installation or sculpture on Tamarama Beach or in the body of Marks Park. We encourage artists who propose a major installation to submit a second proposal as it is likely that only one major installation will be possible for any one exhibition.

## **SITE SELECTION**

Where feasible, artists are encouraged to propose three 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 chosen for exhibition will be notified by early May 2009. Site meetings will be held to discuss site selection, construction and installation for available artists. Regional and Interstate artists are encouraged to attend if possible. Please indicate your preferred site meeting time on the entry form. Following pre-selection, selected artists will be contacted to confirm meeting times. Where pre-selected artists are unable to attend site meetings the Site Curators will discuss site and installation matters with the artist by email or telephone.

Following a meeting between the Head Curator and Waverley Council some artists may be required to provide additional information, such as engineering reports, prior to their work being approved. These artists will be notified by the Head Curator and will be required to submit additional information by 25 July 2009.

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

## **ARTIST AWARDS AND SUBSIDIES**

Each year we seek to generate artist subsidies and awards, many of which are finalised throughout the year. Last year we secured over \$330,000 of cash subsidies plus in kind support and materials for many artists.

Subsidies confirmed to date for 2009:

- The *Sculpture by the Sea* Prize of \$30,000;
- The Clitheroe Foundation Mentor Program of \$10,000 for 3 selected emerging Australian artists and their mentors;
- 3 subsidies of \$4000 for artists of ephemeral and site specific sculptures that by their nature are unlikely to be sold;
- Return economy class airfares to Sydney for 5 overseas artists; and
- Return economy class airfares to Sydney for 5 interstate artists.

**Material Sponsorship** is available for selected artists. Materials supplied are to be used in the sculptures exhibited and include aluminium, plasma or oxycut sheet metal and scrap metal. Please indicate on the entry form if you wish to be considered. International artists are only eligible if their sculpture is to be constructed in Australia and some materials (due to supply locations) are restricted to Sydney or NSW artists only. Additional information will be supplied on the subsidies following pre-selection.

**For overseas artists only.** If the funding deadline of your national arts body has already passed, you may nominate on the entry form for your proposal to be considered for our 2010 exhibition.

## **TRANSPORTATION TO AND FROM THE SITE**

Artists are responsible for the transportation of their sculptures to and from the exhibition site and for removing all packaging materials from the site.

Once selected international and interstate artists are invited to discuss transport and packaging with the Site Curators.

**For overseas artists only.** As much as practicable all international freighted sculptures will be required to be freighted by the exhibition's nominated freight forwarder, details of which will be provided to artists chosen to exhibit. All international freighted sculptures must arrive in Australia **two weeks prior to first day of installation by 8 October 2009** to allow sufficient time to clear Australian Customs and Quarantine procedures. Once selected, international artists will be provided with information regarding transportation and customs. Artists are reminded that international freighting of sculptures can be an expensive and time consuming process, it is advised that international artists make preliminary costing enquiries prior to submitting for the exhibition.

## **INSTALLATION, DE-INSTALLATION AND MAINTENANCE**

Installation will take place on Thursday 22 & Friday 23 October and Monday 26 & Tuesday 27 October. Approximately three weeks before the exhibition artists will be given 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 Curators.

The responsibility for installing and de-installing the sculpture is your own, so if you need extra hands bring them along. Assistance from the exhibition will include discussing the means of installation and the best access to the site from the nearest drop off point, together with site staff to help coordinate the installation. In the case of international & interstate artists, additional install assistance can be arranged with the Site Curators.

It is a condition of exhibiting that all selected artists provide a written statement

on how they propose to install and de-install their sculptures, together with a list of all vehicles and heavy equipment they propose to bring on the site. It is a condition of exhibiting that artists comply with the agreed means of installation. To assist artists with their installation and de-installation, 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 Head Curator with a photo of their completed sculpture by 11 September (unless this condition is waived in writing by the Head Curator). 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 may 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.

De-installation will commence at 8am on 16 November unless agreed with the Site Curators. All sculptures are to be removed by the exhibiting artist by 5pm on 16 November unless otherwise agreed by the Head Curator. Due to the need to return the walkway to its normal condition, any sculpture not removed by 5pm will become the property of SxSInc. All sites must be returned to their original condition by each exhibiting artist.

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

All risk in the exhibition of a sculpture 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, Waverley Council Rangers, the Waverley 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 6.00-9.30pm.

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

## **\* STORAGE**

We are able to offer storage free of charge during the exhibition for crates, packaging and similar items and after the exhibition international artists can store their work for a period of up to 3 months, however the cost of the transport to and from our storage facility will be charged to the artists.

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**

SxS presents an indoor exhibition of small, wall and floor pieces by the exhibiting artists called 'Sculpture Inside'. 'Sculpture Inside' has become a very well respected exhibition in its own right, and is extremely popular with the general public. With over 200 works exhibited in two locations on the exhibition site for the duration of SxS (the Bondi Pavilion Gallery and the Tamarama Surf Life Saving Club), this exhibition offers the artist a chance to introduce sculpture to the public on a more intimate scale. With very strong sculpture sales in recent years, 'Sculpture Inside' provides the artist a further opportunity to make sales during the exhibition. It is a condition of exhibiting in SxS that pre-selected artists are required to submit a work for consideration by the Curator of 'Sculpture Inside'.

## **\* EXHIBITION SALES**

**A substantial amount of sculptures are sold during the exhibition.**

Over the past 6 years a substantial amount of sculptures have been sold during the exhibition. Approximately 20-25% of outdoor works have sold from our recent exhibitions, however artists should note the overwhelming majority of sales are below \$50,000.

With the exception of ephemeral works or works on loan from collections, all

sculptures in SxS and 'Sculpture Inside' are exclusively for sale by SxSInc, in Australian dollars at the amount nominated by the artist, on the following terms:

1. The artist must take full responsibility for ensuring their work is in a condition ready for delivery to the buyer for permanent installation. If SxSInc is required to do any remedial work on the sculpture prior to delivery to the buyer, the artist will be invoiced at cost by SxSInc.
2. Where the Australian artist is registered for GST, a 10% Federal Goods and Services Tax (GST) is included in the sale amount; for those Australian artists who are not registered for GST, GST is added to the SxS sale commission as required by law; 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 take a 40% on any sale plus GST where applicable ("The Commission"); SxS will take a 35% commission if an overseas or interstate artist freights their own sculpture to Sydney;**
4. **In the case of artists exclusively represented by galleries or agents we are reviewing our terms of sales with these to be provided to artists exclusively represented by a gallery or agent in Sydney once they have been selected;**
5. The Commission will not be shared with the gallery or agent representing the artist if the artist themselves in the agent or the Director of the gallery;
6. If within 4 months after the exhibition (this period is 12 months for international and interstate artists whose work remains in Sydney): (a) any sculpture in the exhibition sells; or (b) if the artist is commissioned to create a sculpture or sells a sculpture following an introduction made during the exhibition, irrespective of whether the buyer has been previously introduced to the artist the Commission is payable to SxSInc;
7. For artists unrepresented at the time they make their submission to SxS, following the artist submission to SxS (including Sculpture Inside) and up to a period of 4 months after the exhibition the sculptures are exclusively for sale by SxSInc, irrespective of whether an artist becomes represented by a gallery during the period of this agreement and no commission on the sale of any sculptures exhibited in the exhibitions will be paid to the gallery;
8. For the purpose of calculating GST, ownership in all sculptures sold will pass to SxSInc prior to passing to the buyer, however all risk in the work remains with the artist until possession is taken by the buyer; and
9. Payments to artists for the sales of their work will be made within 10 weeks of receipt of full payment from the buyer, and after any relevant site or transport costs have been deducted.

## **ENTRY FEE**

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

- General entry fee is \$40 inclusive of GST for the first proposal;
- Concession entry fee is \$25 inclusive of GST per proposal. Those eligible include full time students, the unemployed and health care card holders (please provide proof of eligibility, a photocopy of your card will suffice);
- Additional entries. Artists may enter up to 3 works for consideration. For every additional work entered a fee of \$25 and another entry form is required (photocopies are fine); and
- If you are an Australian resident, 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 at the bottom 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**

1. It is a fundamental term of exhibiting that: (1) the artist agrees not to issue press releases without the written consent of SxSInc; (2) Artists' sponsors are not to host functions on the exhibition site or issue press releases without the written consent of SxSInc; and (3) neither are artists' sponsors authorised to use images of the sculpture taken at the exhibition for commercial purposes, including commercial websites with out entering into a licence agreement with the express written consent of SxSInc. **(Failure to comply with these conditions may result in the**

**artist's work being excluded or removed from the exhibition and the loss of any artist subsidy.)**

2. Artists agree that their sculptures will not affect the environment or the path in any lasting way eg. rocks cannot be drilled into or trees be cut back.
3. Once proposals are accepted by the Curatorial Panel it is important that any substantial changes to work are submitted to the Site Curator and approved by the Curatorial Panel, prior to the exhibition. No changes can be made after 1 September.
4. 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 18 May 2009 after which time they will be disposed.
5. 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.
6. All directions/requests from Council officers, Police Department, other public authorities and the exhibition staff must be complied with.
7. 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.
8. SxSInc has the right to reproduce images of the sculpture to be exhibited provided by the artist for pre-selection and any images of the work in the exhibition for the exhibition catalogue, publicity, advertising or archival purposes in any manner connected with the exhibition or its sponsors.
9. Should you wish to use images of your work taken at the exhibition for any 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)
10. Provided there is no conflict with an exhibition sponsor, artists may have the logo of two personal sponsors included in the catalogue next to the section on their work.
11. 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.
12. For the purpose of managing sales and site safety, all selected artists are to have a daytime contact number or mobile phone number during the exhibition.
13. So as not to complicate sales under negotiation, artists are to notify the Exhibition Sales Team one week before offering their sculptures as a donation or loan.
14. Any international artist for whom we underwrite their Security Line Concession with Australian Customs, will be responsible for repaying this to SxSInc in the event that their sculpture does not sell and they chose to leave their sculpture in Australia.

**ENTRY FORM CHECKLIST**

- completed entry form
- photographs of your work labelled with name, title and correct way to view indicated
- drawings and descriptions for works in progress and proposed works
- examples of recent or similar works to support your application (please note artists who have dealt with *Sculpture by the Sea* before should not assume the Curatorial Panel will be familiar with their work)
- current CV
- 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

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

Post to ***Sculpture by the Sea***, PO Box 300, Surry Hills, Sydney NSW 2010, Australia or deliver to Suite 302, 61 Marlborough Street, Surry Hills, Sydney NSW 2010, Australia for collection before 5pm on 20 April, 2009.