

## **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.

## **APPLICATIONS CLOSE MONDAY 5 MARCH, 2018**

### **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.

Artists 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 FORM**

Artists should take great care in communicating their concept or sculpture in their entry submission. The curatorial panel bases the decision on the artist statement, sculpture installation method, images, working drawings and biography. A clearly presented and well thought out and devised submission 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. If selected, only one entry will be exhibited.

### **CURATORIAL POLICY**

SWELL allows the artist full freedom of expression for all forms of sculpture. Sculptors 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.

### **2017 CURATORIAL PANEL**

**Ruth Della** Creative Director, SWELL Sculpture Festival

**Natasha Edwards** Director and Curator, SWELL Sculpture Festival

Positions to be advised.

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 2018.

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

### **AWARDS**

- \$15,000 SWELL Sculpture Award
- \$ 5,000 Centre Sculpture Award
- \$ 3,000 People's Choice Award sponsored by Currumbin Surf Life Saving Club
- \$ 3,000 Kids' Choice Award
- \$ 3,000 Environmental Awareness Award
- \$ 1,500 Jennie Neumann OAM Emerging Artist Award
- \$ 1,000 Artist Peer Award

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

### **ACQUISITIONS**

If offered, acquisitions are selected up to the nominated amounts. Maintenance manuals must be provided at the time of purchase. Sales commission applies to acquisitions.

### **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. 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 about requirements.

Sculpture sites are not guaranteed, your site will be finalised following a meeting with the curator. We encourage artists successful with their submission to meet on site before 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.

### **ADVERTISING**

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 or 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 2018 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 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.

## **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.

## **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**

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.

## **INSTALLATION, DEINSTALLATION and MAINTENANCE OF THE SCULPTURES**

Installation of the work will be from **7am Wednesday 12th September** and de-installation will be **7am – 4pm 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 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. 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 wipers hat around the vehicle whilst stationary.

Prior to the exhibition, Artists will be allocated a site manager and a time for installation. Artists are required to sign in at the Site Office prior to installation. The artist will liaise with a Site Manager 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.

Upon completion of installation and following a final site inspection by the Site Curator, artists must sign out at site office confirming installation is completed. Sculptures must remain onsite until the close of the exhibition, this being 7am Monday 24th September 2018.

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 2018, SWELL volunteers and workers who oversee the installation will not be available to lift any heavy objects. De-installation is from 7am - 4pm. Please call your site manager upon arrival. **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.

#### **PACKING, STORAGE, COURIERS & SWELL ASSISTANCE TO INSTALL/DEINSTALL – review and add cost to install or de-install work**

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 are limited and will incur a fee. The artist will be invoiced, unless otherwise specified by the curator.

#### **PRINTED PROGRAM**

Artists must re-supply the following final and complete information via an online form to SWELL for inclusion in the printed program by **Monday 2<sup>nd</sup> July 2018**.

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 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 **millimetres (mm)** and weight in kilograms (kg).
4. Artists must confirm the sculpture sale price including GST (if applicable) and commission of 33%.

**PLEASE NOTE: Changes to the program content will not be accepted after 2<sup>nd</sup> July 2018 and information supplied to date will be used. There will be no allowances.**

#### **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 2<sup>nd</sup> July 2018. 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 include children's workshops, an adult master class, music stage and street food experience. 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](mailto:artist@swellsculpture.com.au).

## INTERNATIONAL ARTIST RESPONSIBILITIES

Visa

Customs

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 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. Professional security guards are employed for overnight patrols of the entire site.

## 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 SWELL is appointed as Agent for the purposes of negotiating sales of artwork 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 sculptures must be for sale throughout the ten day exhibition and for two (2) months after the exhibition the date being 19th November 2017. The total sale price must include GST (if applicable) and Commission payable to SWELL of up to 33% as negotiated by the Artist and SWELL from time to time but before determining any final price for the sculpture. SWELL 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 a gallery already represents the artist, then SWELL must be made aware of this prior to entry into the exhibition. If no written notification is given prior to SWELL then the standard commission of 33% applies, as a general rule SWELL 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 SWELL whether or not the actual artwork was exhibited (i.e. new work or commissions) will attract a commission payable to the SWELL, upon completion of a sale. Any approaches made to the Artist (once their sculpture has been accepted into SWELL up to and during the SWELL for the sales and commissioning of works must be referred to SWELL. Artists must advise SWELL of any discussions or negotiations 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. **Any sales made within the time frame as set out by SWELL will result in a commission of 33% payable to SWELL** unless some other commission has been negotiated for the particular transaction prior to finalising any sale price. If SWELL engages a client for purchasing a sculpture and the sale occurs after the two (2) month period all terms and conditions of this Agreement will apply

The 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 SWELL, each acquisition is up to the nominated amount, if your sculpture is priced over the amount it may not be considered for the acquisition.

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 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. 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 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 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.

## **FINANCIAL TRANSACTIONS**

SWELL 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 SWELL, 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.
- SWELL has credit card facilities available, fees and charges may apply. Electronic transfer of funds is the preferred method of payment.
- SWELL 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.

- SWELL shall be entitled to its commission payable hereunder upon completion of the 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 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.

- 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](http://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.

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; also 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**

- PayPal with Direct Deposit, Visa & Mastercard options available
- 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 - *payable to SWELL Sculpture Festival*

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 on CD or sketches/working drawings.



**KEY DATES 2018**

Monday 5 March	Entries Close
Wednesday 25 April	Artists notified of selection decision
Monday 2 July	High resolution images to be supplied Final sculpture statement & details for printed program Artist sponsor logo supply Artist Subsidy – invoice for \$500 to be supplied
Wednesday 12 September	Installation
Thursday 13 September	Official Opening Launch
Friday 14 – Sunday 23	SWELL Sculpture Festival Exhibition Dates
Monday 24 September	De-installation

**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.
- Entry fee of \$45
- Artist insurance certificate of currency
- Biography

**FURTHER ENQUIRIES**

Should you need assistance, please contact the office on +61 7 5525 0523 Monday - Friday between 10am and 2pm or email [artist@swellsculpture.com.au](mailto:artist@swellsculpture.com.au)

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