



## **Guidelines and Terms & Conditions for Exhibiting Artists**

### **THE EVENT**

SCULPTURE Bermagui (formerly Sculpture on the Edge) is produced and curated by Edgy Art Incorporated ABN 93 559 906 457, a not for profit incorporated association. Outdoor sculptures are exhibited on the scenic headland, Dickinson Point, at the eastern end of Bermagui's main street (Lamont Street), and in the foreshore area of Dickinson Park. Indoor sculptures are exhibited in the adjacent Bermagui Surf Lifesaving Club. These areas are shown on the Site Plan.

The exhibition features works of both established and emerging artists, both interstate and local, who take advantage of this unique opportunity to showcase their work in a magnificent setting with a large number of visitors.

**Note: Intending sculpture exhibitors need to fully acquaint themselves with and give full consideration to the following Guidelines and Terms and Conditions, including the attachments.**

#### **Entry**

**See separate Exhibitor's Entry and Agreement form which must be signed and returned.**

Selected exhibitors are required to complete an entry form via email or post to the SCULPTURE Bermagui Management Committee.

**Entries will not be accepted after the stated closing date.**

### **SUBMISSION SELECTION**

A selection panel appointed by the Management Committee selects works to be exhibited and reserves the right to refuse any submission without giving a reason. Delivered finished works that are not representative of concept drawings or photos supplied with the Entry information may also be refused.

**Note: Only works not previously exhibited at SCULPTURE Bermagui will be accepted.**

### **OPENING AND AWARDS CEREMONY**

**[www.sculpturebermagui.org.au](http://www.sculpturebermagui.org.au)**

The official Opening and Awards Ceremony is held at the Bermagui Surf Club and artists are most welcome to attend. This is a good opportunity to meet potential buyers, audience and peers. Light refreshments will be served.

The acquisitive prizes and all other awards are presented at this ceremony, except for the People's Choice and the Children's Choice prizes.

## **OUTDOOR SCULPTURE GUIDELINES**

### **SCULPTURE DESIGNS AND SITE REQUIREMENTS**

#### **Safety**

Sculptors need to bear in mind that this is a public art exhibition that will be attended by a broad section of the community, not just art lovers. Consequently, exhibited sculptures must not present a risk to public safety. As such, sharp edges, protrusion points and unstable structures need to be avoided. Any glass used must be classified as toughened.

The Management Committee reserves the right to reject any sculpture which it believes presents an unacceptable level of risk to public safety. Works that are deemed by the Management Committee to present significant risk will not necessarily be rejected. However, they may be exhibited subject to the artist agreeing to the implementation of risk management strategies, such as the flagging of guy ropes or use of other barrier material around the exhibit.

Artists may consider that such strategies would detract from the intended visual effect and, if so, they need to opt for low risk designs.

Artists are asked to consider the risk to sculptures and the public of their works being handled and/or played on by children. It is planned that the public may touch or interact with all Outdoor sculptures and therefore we welcome works intentionally designed to engage with the younger generation in this manner.

In addition, the site is exposed to the elements and may be subject to high winds. Sculptural works therefore need to be of strong construction.

#### **Earthworks**

The headland exhibition site is subject to cultural heritage protection legislation which prohibits major earthworks. Sculptures to be exhibited on the headland will, in the main, need to be of freestanding design. Anchoring with steel pegs is acceptable, if required. Compactable fill will be available to level sites and bark mulch to camouflage any plating or base, if desired.

In the carpark area at the Eastern end of the headland, sculptures may use a single foundation post that requires a hole at a maximum of 250mm wide and 450mm deep.

Sculptures that require earthworks for installation may still be accepted, however they can only be sited in the foreshore reserve behind the beach (see attached Site Plan).

**Note:** In accordance with Council conditions, and the Management Committee's environmental ethics, it is the **exhibiting artist's responsibility to restore the site** after deinstallation.

## **SITE SELECTION**

Site selection is determined in the first instance by the site requirements of the sculpture, as detailed above. Preferred site selection is offered to those artists who indicate their preference on the attached Site Plan and submitted with their Entry. However, no site preference can be guaranteed.

Alternatively, site selection can be made by the artist on the day of installation, subject to reference to the Curation team. Site selections will be rejected where they are deemed by the Management Committee or the Curation team to present significant risk to the public, or if they do not comply with cultural heritage protection legislation affecting the site.

## **INSTALLATION AND DEINSTALLATION**

Exhibiting artists are responsible for the installation and deinstallation of their sculptures. A small team of volunteers and a mobile crane are available on the days mentioned below to provide assistance with both processes. Exhibiting artists who require use of the mobile crane need to indicate the approximate date and time in their Entry.

Installation of Outdoor sculptures will take place between:

- 8.30am and 5.00pm on Wednesday 3 March 2021- **No crane available**
- 8.30am and 5.00pm on Thursday 4 March 2021; and
- 8.30am and 12.00pm on Friday 5 March 2021

This enables the judging to take place for the presentation at the Opening event on that Friday evening.

Deinstallation will take place between:

- 3.00pm and 6.00pm on Sunday 14 March 2021; and
- 8.30am and 2.00pm on Monday 15 March 2021

After deinstallation, the exhibiting **artist is required to return the site to as close to its original state** as is achievable. All holes must be filled and the landform rehabilitated to its original contours.

The exhibiting artist pays all costs associated with their sculpture, including (without limitation) costs incurred in the installation, operation, maintenance or deinstallation of their sculpture.

## **MAINTENANCE**

Artists are responsible for maintaining their exhibits in a presentable condition for the duration of the exhibition, including repairing damage.

## **INDOOR SCULPTURE GUIDELINES**

### **SCULPTURE DISPLAY**

Indoor sculptures are exhibited in the Surf Club in Bermagui as determined by the Curation team.

Where possible, freestanding sculptures exhibited in the Surf Club will be mounted on plinths provided by the Management Committee. Larger or taller works are to be placed on the floor. Sculptures which are to be hung on a wall and/or from the ceiling need to be delivered ready for display with a suitable hanging system attached.

Artists need to indicate their preference for display on their Entry form, e.g. plinth, floor, wall, ceiling.

### **INSTALLATION AND DEINSTALLATION**

Installation of Indoor sculptures take place between:

- 8.30am and 5.00pm on Wednesday 3 March 2021;
- 8.30am and 5.00pm on Thursday 4 March 2021; and
- 8.30am and 12.00pm on Friday 5 March 2021

This enables the judging to take place for the presentation made at the Opening event on that Friday evening.

Deinstallation will take place between:

- 3.00pm and 6.00pm on Sunday 14 March 2021; and
- 8.30am and 2.00pm on Monday 15 March 2021

All deinstallation must be completed by this time.

The exhibiting artist pays all costs associated with their sculpture, including (without limitation) costs incurred in the installation, operation, maintenance or deinstallation of their sculpture.

### **MAINTENANCE**

Artists are responsible for maintaining their exhibits in a presentable condition for the duration of the exhibition, including repairing damage if required.

## **GENERAL INFORMATION**

## LIABILITY

**Please be aware** that the holding of the exhibition is subject to any prevailing circumstances which may impact the holding of mass gatherings such as art exhibitions, and at the discretion of the organising committee.

The Management Committee:

1. Agrees to use reasonable efforts to protect exhibits from vandalism or theft, including regular patrols by volunteers on site 24 hours a day in the case of outdoor sculptures.
2. Reserves the right to move or remove sculptures for any reason, including but not limited to, for public safety concerns.
3. Accepts no responsibility for any damage, loss, liability, injury or disappointment incurred or suffered by any person as a result of submitting a sculpture to SCULPTURE Bermagui and its curation and all related events.
4. Takes no responsibility for the information supplied by sculptors to SCULPTURE Bermagui.

In exchange for being allowed to exhibit a sculpture at SCULPTURE Bermagui, each exhibiting artist:

1. Agrees to observe and obey these Guidelines and Terms and Conditions and further agrees to follow any oral or other written instructions or directions in relation to the exhibition given by or on behalf of the Management Committee.
2. Recognises and accepts that there are certain inherent risks associated with exhibiting a sculpture at the exhibition and assumes full responsibility for personal injury to the artist or damage to or theft of any sculpture exhibited by the artist at the exhibition, however caused.
3. Agrees to indemnify Edgy Art Incorporated, members of the Management Committee and any volunteer working under their direction against all claims, causes of action, damages, judgements, costs or expenses, including legal costs (on a solicitor and own client basis) and other litigation costs which may in any way arise out of the artist's participation in the exhibition.
4. Agrees to release Edgy Art Incorporated, members of the Management Committee and any volunteer working under their direction from liability in contract or in tort and whether for negligence or otherwise or any other basis in law or equity which may in any way arise out of the artist's participation in the exhibition, including copyright loss, theft, publicity and loss of or damage to the sculptural work or works entered and exhibited.
5. Acknowledges receiving a copy of the attached Risk Management Plan and agrees to comply with each provision of that document which is relevant to, or imposes an obligation or duty on, the artist.
6. Agrees that the holding of the exhibition is subject to any prevailing circumstances which impact on the holding of mass gatherings such as art exhibitions and to the discretion of the Management Committee.

## **SALES**

Exhibiting artists are required to nominate a sale price for their work. The total of any agreed sale price will be payable, in the first instance, to the Management Committee as the artist's selling agent. The Management Committee will charge a 25% commission on all sales.

If there is a sale or a commission at any time after the SCULPTURE Bermagui exhibition and the effective cause of the sale or commission was the appearance of an artist's sculpture at the exhibition, the same 25% commission will apply to that sale or commission.

Prices indicated in Entries may **not** be changed after notification of acceptance of the work, except with written consent of the Event Manager (details below).

On advice from the Australian Commercial Galleries Association, a split commission of 25% will go to the event and 25% to an artist's representing gallery, where applicable.

## **ACQUISITIVE PRIZES**

Any amount paid over and above the advertised prize money for an acquisitive prize attracts a 20% commission for the Management Committee.

## **ACCOMMODATION/BILLETING**

All exhibiting artists are responsible for arranging their own accommodation. Those artists seeking accommodation in hotels or motels are advised to make bookings well in advance. Please mention your connection to SCULPTURE Bermagui when booking, as some properties may offer an exhibition-related discount. There may also be limited opportunities for billeting of artists who wish to apply to the Management Committee.

## **TRANSPORT**

All exhibiting artists are responsible for the transport of their sculptures to and from Bermagui. We offer the possibility of arranging a safe storage facility for up to five days prior to or after the exhibition for exhibitors who need to deliver their work in advance or collect them after the exhibition. Please contact the Event Manager (details below) to enquire about this option.

A subsidy of transport costs may be offered to selected artists, at the discretion of the Management Committee. Please request this support when completing the Exhibitor's Entry and Agreement.

## **REPRODUCTION OF IMAGES**

SCULPTURE Bermagui reserves the right to reproduce images of the sculptures provided by the artist for pre-selection and any images of the work in the exhibition for the exhibition catalogue, publicity, advertising, website, documentary,

## **[www.sculpturebermagui.org.au](http://www.sculpturebermagui.org.au)**

promotional video, exhibition or archival purposes, in any manner connected with the exhibition or its sponsors.

### **ENTRY FEE**

A non-refundable entry fee of \$40.00 is applicable for Outdoor sculptures and Indoor sculptures for the first work, plus an additional \$20.00 for each further work, Indoor or Outdoor, as applicable. All relevant entry fees must be submitted with the Exhibitor's Entry and Agreement.

### **AGREEMENT**

Prospective exhibitors are required to complete and sign the Exhibitor's Entry and Agreement and forward it to the Curatorial Team via email to [curator@sculpturebermagui.org.au](mailto:curator@sculpturebermagui.org.au) or by post to PO Box 66A, Bermagui NSW 2546, by the stated closing date with the appropriate entry fee/s and additional information as required.

### **FURTHER INFORMATION**

For further information phone Paul Payten, Event Manager, on 0466 013 153 or contact via email [president@sculpturebermagui.org.au](mailto:president@sculpturebermagui.org.au)

Or visit [www.sculpturebermagui.org.au](http://www.sculpturebermagui.org.au)

**Volunteering:** Artists wishing to volunteer during the exhibition are most welcome to contact Cath Renwick on 0419 491 104 or via [volunteer@sculpturebermagui.org.au](mailto:volunteer@sculpturebermagui.org.au)

### **ATTACHMENTS:**

1. Risk Management Plan
2. Site Plan