



## Artist Guidelines and Terms & Conditions

Welcome to SCULPTURE Bermagui, for the first time or on a return visit. We aim to make this experience as enjoyable and successful for you as possible.

### THE EVENT

SCULPTURE Bermagui (formerly Sculpture on the Edge) is produced and curated by Edgy Art Incorporated ABN 93 559 906 457, a volunteer arts organisation.

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 who take advantage of this unique opportunity to showcase their work in a magnificent setting with a large number of visitors.

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

**Entry** - see <https://sculpturebermagui.org.au/artists-information/>  
See the separate online Exhibitor's Entry and Agreement form which must be completed, signed and returned by designated date.

**We reserve the right to accept or reject any Entry we receive.**

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

### GENERAL INFORMATION

#### Important Dates

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|--|---------------------------------------|
| <b>Entries open</b>                                | 26 November 2021 - 29 January 2022    |
| <b>installation</b>                                | 3 and 4 (till midday) March 2022      |
| <b>Invitation Only Preview / Prizes and Awards</b> | 4 March 2022                          |
| <b>Exhibition opens to public</b>                  | 5 March - 14 March (till midday) 2022 |
| <b>Deinstallation</b>                              | 14 and 15 (till 2pm) March 2022       |
| <b>Closing event/People's Choice Prize</b>         | 14 March 2022                         |

### Submission selection

A Curatorial panel selects Finalists' works to be exhibited. 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.

**Prizes and Awards** - see [www.sculpturebermagui.org.au](http://www.sculpturebermagui.org.au) for full list

The majority of prizes and other awards are announced at an Invitation Only Preview on the Friday evening prior to the exhibition opening at the Bermagui Surf Club.

All artists and partners are most welcome to attend and this is an excellent opportunity to meet potential buyers, audience and peers. Light refreshments will be served with an open bar available.

The People's Choice prize is announced at the Closing Ceremony - details to be announced.

**Safety** - See <https://sculpturebermagui.org.au/artists-information/>

Sculptors need to bear in mind that this is a public art exhibition that will be attended by a broad section of the community. Consequently, for public safety, such as 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. However, if exhibited, they may be subject to the implementation of risk management strategies, such as the flagging of guy ropes or use of other barrier material around the exhibit.

### Installation and Deinstallation

Exhibiting artists are responsible for the installation and deinstallation of their sculptures. A 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 form.

Installation of Outdoor and Indoor sculptures will take place between:

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

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

Deinstallation will take place between:

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

**All costs** associated with their sculpture, including (without limitation) costs incurred in the installation, operation, maintenance or deinstallation **are the responsibility of exhibiting artists.**

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## OUTDOOR SCULPTURE GUIDELINES

### Design and site selection

It is preferred that the public may touch or interact with all Outdoor sculptures and therefore we welcome works intentionally designed for this and which engage with the younger generation in this manner.

### Earthworks

The headland exhibition site is subject to cultural heritage protection legislation which prohibits major earthworks.

- Sculptures to be exhibited on the headland will need to be of freestanding design.
- Anchoring with steel pegs is acceptable.
- Compactable road base/granite will be available to level sites
- Bark mulch is provided to camouflage any plating or base, if desired.
- At the eastern end of the headland, support structures of sculptures may make a hole of maximum 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 Horseshoe Bay beach (see attached Site Plan).

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| <p><b>Note:</b> In accordance with Council conditions and the Management Committee's environmental ethics, it is the <b>exhibiting artist's responsibility to restore the site</b> to its original condition after deinstallation.</p> |
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### Site selection

- Site selection is initially determined 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 will be made by the Curation team and the artist on the day of installation, in accordance with risk assessment and cultural heritage protection legislation

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## 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. Artists may provide their own, if they wish.
- 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.

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

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.

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## TERMS & CONDITIONS

### Maintenance

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

### Liability

**Please be aware** that the holding of the exhibition is subject to the current NSW COVID Health Safety Orders at that time, 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 though 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 Artist Guidelines and Terms & 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. Accepts that all costs associated with transportation, installation and deinstallation of exhibited works remains with the artist.
7. 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 to the Management Committee as the artist's selling agent. The Management Committee charges a 25% commission on all sales.

If there is a sale or a commission of a new work 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.

### **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, 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.

- 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 online. If assistance is required with this process, contact the Curatorial Team via email to [curator@sculpturebermagui.org.au](mailto:curator@sculpturebermagui.org.au)

All Entry & Agreement forms, with proof of payment of the appropriate entry fee/s and additional information as required by the stated closing date. Late entries will not be accepted, except by written arrangement with the Event Manager

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### **ADDITIONAL INFORMATION**

#### **Volunteering**

**We welcome artists** and family to volunteer in various roles during the exhibition, so if this is your interest, contact Cath Renwick via email [volunteer@sculpturebermagui.org.au](mailto:volunteer@sculpturebermagui.org.au)

For further information contact Pauline Balos via email [curator@sculpturebermagui.org.au](mailto:curator@sculpturebermagui.org.au)

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#### **ATTACHMENTS:**

1. Artists Risk Management Plan
2. Site Plan



'Foot Loose' - Amanda Harrison 2018