

Arts in the Valley

Sculpture in the Valley 2025

TERMS AND CONDITIONS

Contents

A.	Welcome	1
B.	Prizes and awards	2
C.	Sponsorship.....	2
D.	Application and Notification	2
E.	Site Signage	4
F.	Delivery	4
G.	Installation	5
H.	De-installation.....	5
I.	Artists Exhibit At Their Own Risk.....	6
J.	Exhibition Sales	6
K.	Publicity.....	7
L.	Miscellaneous	8

A. WELCOME

1. As Artists/Sculptors you are invited to apply for entry to Sculpture in the Valley 2025 (the 'Exhibition'). First time exhibitors should read these Terms and Conditions carefully.
2. Sculpture in the Valley ('SitV') is a small organisation that is one of three lines of Kangaroo Valley Arts Festival Inc., also trading as Arts in the Valley which is a community volunteer organisation in Kangaroo Valley. We have very limited resources, financially and otherwise. Our assistance to exhibiting Artists includes working with you to ensure your sculpture is shown to best advantage in a safe way.
3. SitV is open to all forms, materials and sizes of sculpture. The Exhibition venue can accommodate a broad scale of work, from intimate to monumental sculpture. Artists should consider safety, ease of installation and removal, and the ability of their work to withstand sun, strong wind and rain. Works considered by SitV to be unsafe will be ineligible.
4. SitV welcomes participation from the broad community however we cannot accept works that are discriminatory or offensive in nature.
5. SitV is committed to including only work that has not previously been exhibited in Kangaroo Valley.

Arts in the Valley

Sculpture in the Valley 2025

TERMS AND CONDITIONS

B. PRIZES AND AWARDS

6. The Judges, Penny Harris and Philip Spelman, will choose prize winners from the sculptures finally selected for exhibition.
7. The amount of the prizes listed below will be declared part way through the application phase, linked to the amount of philanthropy that becomes available.

Prize	Amount at least in AUS \$	Amount finally determined
Outdoor Sculpture Award	13,000	
Outdoor Highly Commended	3,000	
Outdoor People's Choice Award	2,000	
Indoor Sculpture Award	4,000	
Indoor Highly Commended	1,500	
Indoor People's Choice Award	1,000	
Photographic	500	
TOTAL	25,000	

8. All awards are non-acquisitive, i.e. the ownership of the artworks remains unaffected.
9. Prizes awarded and Judges' decisions are final.

C. SPONSORSHIP

10. Corporate and private sponsorship contributes a portion of the funds required to stage the SitV Exhibition. Exhibiting Artists are provided with a list of the confirmed corporate sponsors in the first communication. Artists will be informed prior to the Exhibition opening of any new sponsors secured in the lead up to the Exhibition. Should an Artist have concern about exhibiting in the SitV Exhibition due to any of the corporate sponsors, the Artist has the right to withdraw from the Exhibition with no recourse or right to compensation. Please note that sponsors may be confirmed at any time up to the opening of the exhibition.

D. APPLICATION AND NOTIFICATION

11. Artists may submit up to three works for selection for exhibition, either Outdoor or Indoor. The entry fee is \$40 for each proposal, inclusive of GST. Each proposal is to be submitted with its own fully complete and complying application form.
12. An opportunity for Artists to walk through the site will be available between 10am and 4pm on the 22nd of March and 6th of April when the Director and Exhibition Curator will be present ('Site Visit').

Arts in the Valley

Sculpture in the Valley 2025

TERMS AND CONDITIONS

13. Key dates for SitV in 2025 are:
- | | |
|---------------------|--|
| 17th February | Opening of Entry applications |
| 22nd March | Site Visit. Director & Curator present.
Preliminary announcement of prizes |
| 6th April | Site Visit. Director & Curator present |
| 15th April | Final announcement of prizes
Confirmation of Judges |
| 1st June | Closing date for entry applications |
| 16th June | Announcement of Finalists |
| 17th August | Finalists to submit photo for use in the Catalogue and as confirmation that the final work is broadly consistent with the intent declared on application. Any substantial change will need approval by the Exhibition Curator in order to remain accepted for exhibition. |
| 1st September | Start of installation |
| 5th September | Start of SitV incl. Preview |
| 6 -7th September | First exhibition weekend |
| 13 - 14th September | Second exhibition weekend |
| 17th September | Completion of de-installation |
14. Artists should indicate on the entry form or by email their preferred Site Visit day.
15. Applicants must include in their submissions either indicative designs or photographs of their part completed works. The Exhibition Curator will rely on such application documents in choosing the finalist Artists and their Sculptures for inclusion in the exhibition. For Artists unfamiliar with the exhibition venue and unable to visit the site on the dates nominated, they should describe in their application the type of site or landscape considered most suitable for their Sculpture.
16. The photograph submitted by Finalists should be a JPEG of as high a resolution as possible, up to max 5MB, showing the work only and avoiding extraneous background. It must be submitted via the online Entry Form and should be labelled: `firstname_surname_artworktitle.jpeg`.
17. If sculptures require earth to be removed or provision for power, this must be discussed with the Curator and Director beforehand and will be taken into account in the acceptance process.
18. Selection from all submissions of those sculptures to be exhibited will be at the discretion of the **Exhibition Curator**, Sculptor David Ball in consultation with **Director**, Stuart McCreery. All decisions are final.
19. Once the sculpture is selected for the Exhibition, the Artist agrees not to exhibit a similar sculpture in New South Wales prior to the end of the Exhibition.

The Artist will disclose to SitV the existence of any current or pending exhibition of their sculpture that may include a sculpture that is similar to that selected for the Exhibition.

Arts in the Valley

Sculpture in the Valley 2025

TERMS AND CONDITIONS

The decision of the SitV, made in good faith, that a sculpture is similar to that selected and that the selected sculpture should be excluded from the Exhibition shall be final.

20. Final selection of the installation location for all sculptures in the Exhibition is the decision of the Curator.
21. All outdoor sculptures must be suitable for all-weather conditions. SitV cannot accept any responsibility for the integrity of the artworks.
22. Safe and efficient management of the Exhibition site including for installation and de-installation will be under the authority of the SitV Sculpture Director.

E. SITE SIGNAGE

23. The Artist's name and the title of the sculpture will be listed on a site plaque next to the sculpture. Artists are not permitted to have additional signage, commercial logos, advertising or websites on their works.

F. DELIVERY

24. Delivery, installation, de-installation, packaging and removal of the sculpture(s) is the responsibility of the Artist. Artists should bring their own tools and extra help if needed, sufficient for installation and de-installation of their sculpture.
25. Delivery and installation of works will be between 9am and 5pm on the following dates:
 - Monday 1st September to Wednesday 3rd September.
26. Artists are responsible for the transportation of their sculptures to and from the exhibition site and for arranging the removal of all packaging materials from the site. If we are required to remove and return crates from site this will be charged to the Artist.
27. If the packing crate used for transport of your sculpture is constructed with nails, it is likely it will fail during transport. For this reason, you should only use screws, bolts or similar fasteners. If your crate requires repair due to poor construction or the use of nails, you will be charged for crew time and materials to repair your crate if it is needed for transport.
28. An Artists whose sculpture arrives on site after general installation of other sculptures is complete will be required to pay for any equipment hired to install their sculpture.
29. Late or incomplete works will not be accepted.

Arts in the Valley

Sculpture in the Valley 2025

TERMS AND CONDITIONS

G. INSTALLATION

30. Following acceptance for Exhibition, each Artist must advise SitV by email (info@artsinthevalley.net.au):
- The dimensions (breadth x width x preferred plinth height in centimetres) necessary to support the work.
 - Any specific information about their sculpture including a written statement on how they propose to install and de-install their sculptures.
 - Details of all vehicles and heavy and small equipment they propose to bring or require on the site.
31. For Indoor Sculptures, Artists should familiarise themselves with the proposed Indoor gallery arrangements. A site visit is strongly recommended. For Indoor Sculptures a support structure (shelf or plinth) will be supplied by SitV on which to mount the work.
32. The Artist must provide any plinth or support structures that are necessary for an Outdoor sculpture.
33. Approximately three weeks before the exhibition, Artists will be assigned a date and time to commence installation. It is a condition of being in the Exhibition that Artists are able to make their sculpture available for installation at the time designated to them by the Director on these days.
34. SitV may make available a truck mounted crane to assist Artists in installation of heavier works once brought to the venue and close to the installation location selected for a work by the Exhibition Curator. Further details of the truck and crane capacity will be available on request of the selected finalists.
35. Artists must comply with the agreed means of installation and strictly follow all risk protocols as set out by the Director.
36. On arrival on site, Artists must register with the SitV Site Team prior to any installation activities
37. Judging and In-situ photography will take place on:
- Thursday 4th and Friday 5th September.
38. SitV reserves the right to extend the Exhibition by one week if the weather is inclement. Artist are deemed to have agreed that their Sculpture will be left in place should that event come about.

H. DE-INSTALLATION

39. De-installation will commence on closure of the event:
- From 2pm to 4pm on Sunday 14th September.
 - Between 10am and 4pm on Monday 15th and Tuesday 16th September.

Arts in the Valley

Sculpture in the Valley 2025

TERMS AND CONDITIONS

40. Allowing for an additional day for unexpected contingencies, all unsold sculptures are to be removed by the exhibiting Artist not later than 4pm on Wednesday 17th September unless otherwise agreed with the Director.
41. If agreed between Artist and Buyer, removal from the Exhibition property of a sculpture that has been sold shall become the responsibility of the Buyer. Under the Terms and Conditions, the Artist must require that the Buyer remove the sculpture from the Exhibition property by the nominated de-installation dates.
42. The land must be returned by the Artist to the original condition of the site at the Artist's cost.
43. Due to the need to return the grounds to their normal condition, where a sculpture has not been de-installed and removed from the Exhibition property by 4pm on Tuesday 16th September, SitV will require the Artist to pay a reasonable fee for allowing the sculpture to remain. SitV may, in its absolute discretion, arrange to have the sculpture removed from the site, in which case the Artist will be required to pay costs of such removal and storage.

I. ARTISTS EXHIBIT AT THEIR OWN RISK

44. SitV's Insurance cover is limited to public liability insurance. As a consequence, Artists remain responsible for the safety and integrity of their Sculpture.
45. SitV does not have an accidental and malicious damage insurance policy to cover the sculptures. All such risks in the transport, installation, exhibition and de-installation of sculptures remain with the Artist at all times, irrespective of whether the work is being handled by a member of the exhibition staff.
46. By signing the entry form Artists authorize the Exhibition staff to move their sculpture or remove it from the site for reasons, including but not limited to public safety, damage or potential damage the sculpture.
47. All selected Artists are to be contactable via a daytime contact number or mobile phone number during the exhibition.

J. EXHIBITION SALES

48. All sculptures in the SitV Exhibition are exclusively for sale by SitV, at the amount nominated by the Artist in their initial application.
49. The Sculpture for sale by SitV includes the original sculpture plus, where relevant, all remaining limited editions up to 12 limited editions.
50. The Artist must take full responsibility for ensuring their work is in a condition ready for delivery to the buyer for permanent installation. Artists must provide crating or packaging suitable for transport. If SitV is required to do any remedial work on the sculpture or provide crating prior to delivery to the buyer, the Artist will be invoiced at cost.

Arts in the Valley

Sculpture in the Valley 2025

TERMS AND CONDITIONS

51. The Artist sets the listed gross sale price. Where an Artist is registered for GST (please advise with your application), 10% GST is taken to be included in your listed sale price. If registered, the artist is responsible for paying their GST on their proceeds to the ATO.
52. Commissions help cover operating costs in staging the exhibition and have been kept as low as possible in order to return maximum profit to the Artist
53. All listed sale prices include our 30% commission. For Sculptures sold, the commission of 30% (incl our GST) will be deducted from the sale price and 70% returned to the artist.
54. Payments to Artists for the sales of their work will be made no later than 6 weeks after the close of the exhibition, provided full payment has been received from the buyer, and after any relevant site or transport costs have been deducted.
55. The commission will not be shared with a gallery or agent representing the artist or if the Artist themselves is the agent or a director of the gallery.
56. For Artists who become represented by a gallery during the period of this agreement no commission on the sale of any sculptures exhibited in the exhibition will be paid to the gallery.
57. For Artist's sculptures accepted into SitV from the time we receive your application until the exhibition closes, the sculptures are exclusively for sale by SitV.
58. If any of your sculptures in the SitV Exhibition sell; or if you are commissioned to create a sculpture or sell a sculpture following an introduction made during the Exhibition, irrespective of whether the buyer has been previously introduced to you, the commission is payable to SitV and this clause operates equally for represented and unrepresented Artists.
59. The Artist agrees that SitV is an authorized agent of the Artist. However, all risk with the work remains with the Artist until possession is taken by the Buyer.
60. SitV reserves the right to have accepted Sculpture and any images of Sculpture in the Exhibition reproduced for the Exhibition catalogue, publicity, advertising, any electronic media or archival purposes in any manner connected with the Exhibition or its sponsors, now or in the future, including in any book by or on Arts in the Valley that may at any time become available for sale.
61. Should the Artist wish to use images of his/her work taken at the Exhibition for any promotional purposes including websites, opening invitations or photos submitted to publications please credit the exhibition and establish a link to our official website if possible.

K. PUBLICITY

62. SitV encourages Artists to use social media to promote their work in the Exhibition so as to raise revenues.

Arts in the Valley

Sculpture in the Valley 2025

TERMS AND CONDITIONS

- 63. Out of fairness to other Artists in the exhibition and to enable us to manage the SitV social media plan it is a condition of exhibiting that Artists obtain SitV's written approval to conduct a crowd sourcing campaign or a major social media campaign or to promote any activities on the SitV Exhibition site.
- 64. Artists are encouraged to make occasional social media posts and are requested to share those with SitV so that we can pass them on.
- 65. Artists are required not to use social media to promote your sponsors in a way that would cause others to think they were sponsors of the whole SitV exhibition, or that your sculpture was a focus of the exhibition to the exclusion of other works.
- 66. As the role, importance and ease of accessing social media is rapidly changing we reserve the right to discuss our response to individual requests by Artists and will provide more information to Artists selected to exhibit.

L. MISCELLANEOUS

- 67. The Terms and Conditions shall be governed by and construed in accordance with the procedural and substantive laws of the State of New South Wales
- 68. The Terms and Conditions apply into the future and are not limited to the year of exhibition.
- 69. Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under these Terms and Conditions, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process.

Date 31 March 2025