



TERMS AND CONDITIONS

1. Sculpture in the Valley 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.
2. We are committed to including only work that has not previously been exhibited in Australia. Selection from all submissions of those sculptures to be exhibited will be at the discretion of the Exhibition Curator, Sculptor David Ball and Director, Stuart McCreery.

Application and Notification

3. Artists may submit up to three works for selection for exhibition. The entry fee is \$30 for the first proposal and \$20 for each of a second and third, inclusive of GST. Each proposal is to be submitted with its own complying entry form. Artists selected as finalists in SITV 2022 may submit and will not be charged entry fees for the SITV 2023 event.
4. Applicants are to 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 Sculptures for inclusion in the exhibition. For Artists unfamiliar with the exhibition venue and unable to visit the site on the date nominated below, they should describe in their application the type of site or landscape considered most suitable for their Sculpture.
5. Key dates for applications are:

March 22nd	Opening of Entry applications
April 14th	Sculptors welcome to visit the site. Director & Curator present
June 18th	Final date for Entry applications
July 3rd	Announcement of Finalists
August 16th	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.

6. 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.

Sculpture in the Valley Prize Awards

7. The Judges, Janet Laurence and Michael Snape, will choose prize winners from the exhibited sculptures.



Outdoor Sculpture Award - \$20,000

Outdoor Highly Commended - \$5,000

Outdoor People's Choice Award- \$3,000

Indoor Sculpture Award - \$7,000

Indoor Highly Commended - \$1,500

Indoor People's Choice Award - \$2,000

8. All awards are non-acquisitive
9. Prizes awarded and Judges' decisions are final.

Site Availability

10. Final site selection for all sculptures in the Exhibition is the decision of the Curator.
 - a. The event in 2023 will be held at 'Wilburra' at 32 Smarts Rd Barrengarry, Kangaroo Valley.

Site Signage

11. Your name and the title of your sculpture will be listed on a site plaque next to your sculpture. Artists are not permitted to have additional signage, commercial logos, advertising or websites on their works.

Transportation

12. 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. Insurance of each Sculpture, in transit to and from the Venue and during installation and removal, including shipping or posting is the Artist's responsibility. Sculpture in the Valley does not have an accidental and malicious damage insurance policy to cover Sculptures or equipment. All such risks remain with the Artist at all times, irrespective of whether the Sculpture is being handled by a member of the exhibition staff. All reasonable care will be taken by Sculpture in the Valley.

Delivery, Installation & De-installation

13. A site visit will be offered on Friday 14th April 12.00 pm to 4.00 pm when the Director and Exhibition Curator will be present.
14. Delivery and installation of works will be between 9am Monday 4th September and 5pm Wednesday 6th September.
15. Judging and In-situ photography will take place on Thursday 7th and Friday 8th September.
16. De-installation will commence on closure of the event between 4pm and 5pm on Sunday 17th September. De-installation will continue on Monday 18th, Tuesday 19th and Wednesday 20th September between 10am - 4pm. All unsold sculptures are to be removed by the exhibiting Artist not later than 4pm on Wednesday 20th September unless otherwise agreed with the Director.



17. The responsibility for installing and de-installing the sculpture(s) is the Artist's. Artists should bring their own tools and extra help if needed, sufficient for installation of their sculpture. The land must be returned by the Artist to the original condition of the site. We have 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 to the selected finalists.
18. On arrival, registration will need to be completed.
19. All outdoor sculptures must be suitable for all-weather conditions.
20. Late or incomplete works will not be accepted.
21. If a plinth is necessary for an Outdoor sculpture then it must be provided by the Artist.
22. For Indoor sculptures a plinth will be supplied by Sculpture in the Valley on which to mount the work. After acceptance, please advise at sculpture@artsinthevalley.net.au of the dimensions (breadth x width in centimetres) necessary to support the work.
23. 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.
24. Due to the need to return the grounds to their normal condition, any sculpture not removed by 4pm on Wednesday 20th September may require the Artist to pay a reasonable fee for allowing the sculpture to remain.
25. Sculpture in the Valley may, in its absolute discretion, arrange to have the sculpture removed from the site, in which case the Artist may be required to pay costs of such removal and storage.
26. Sculpture in the Valley reserves the right to extend the exhibition by one week if the weather is inclement.

Artists Exhibit at Their Own Risk

27. Our Insurance cover is limited to public liability insurance so Artists remain responsible for the safety and integrity of their Sculpture.
28. The exhibition does not have an accidental and malicious damage insurance policy to cover the sculptures. All such risks in the exhibition of sculptures remain with the Artist at all times, irrespective of whether the work is being handled by a member of the exhibition staff; as well as during the installation and de-installation process.
29. 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 to the sculpture.
30. All selected Artists are to be contactable via a daytime contact number or mobile phone number during the exhibition.

Exhibition Sales

31. All sculptures in Sculpture in the Valley are exclusively for sale by Sculpture in the Valley, at the amount nominated by the Artist.
32. The Sculpture for sale by Sculpture in the Valley includes the original sculpture plus, where relevant, all remaining limited editions up to 12 limited editions.



33. 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 Sculpture in the Valley 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.
34. 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.
35. For sculptures sold a commission of 25% (including our GST) will be deducted from the sale price and 75% returned to the artist.
36. Payments will be made as soon as possible to artists for the sales of their work and in any case within 4 weeks after the close of the exhibition, provided full payment has been received from the buyer, and after any relevant site, customs duty or transport costs have been deducted.
37. 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.
38. 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.
39. For Artists' sculptures accepted into Sculpture in the Valley from the time we receive your application until the exhibition closes, the sculptures are exclusively for sale by Sculpture in the Valley. If any of your sculptures in Sculpture in the Valley 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 Sculpture in the Valley and this clause operates equally for represented and unrepresented Artists.
40. The Artist agrees that Sculpture in the Valley is an authorized agent of the Artist. However all risk with the work remains with the Artist until possession is taken by the buyer.
41. Sculpture in the Valley 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.
42. 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.

The terms of this agreement apply into the future and are not limited to the year of exhibition.

Date 13 March 2023