The application and these terms of conditions are a contract between the Artist and Lake Light Sculpture Inc. and both parties agree to be bound by the following terms and conditions.

**EASTER 2023** 

**EXHIBITION DATES:** 6 April – 9 April 2023

INSTALL/DE-INSTALL DATES: 3 April – 5 April (midday) / 10 April 2023

**ENTRIES CLOSE:** Sunday 26 February 2023

**Entry Fees** 

Single entry \$40.00

Multiple entries \$25 for each additional artwork

\*Please see Entry Fee's on page 4 of this application for payment options.

Payment must be received at time of entry.

Please send completed entry forms with payment to: PO Box 378 JINDABYNE NSW 2627 or info@lakelightsculpture.com.au

Bank Details; Lake Light Sculpture Incorporated BSB 032-728 Account number 189527

Application forms MUST be completed in full.

If you are unable to complete the form online, please print, complete and post.

### **ENTRY DETAILS**

# **ABOUT YOU**

Name:

Preferred pronouns:

Address:

Phone:

Email:

Links to your digital outputs (Website, Instagram, Facebook):

# Entry Categories – please indicate if you fall into one of the following groups (not required): Youth (12-24 years of age) Under 12 School Community Group Do you identify with any of the following: Aboriginal or Torres Strait Islander Culturally or linguistically diverse

Person with a disability

None of the above

# **ABOUT YOUR SCULPTURE**

Title of Artwork:
Materials:
Artist Statement: please limit to 50 words
Artist Biography: <i>please limit to 250 words</i>
Dimensions (HxWxD in mm):
Weight of work (kg):
Footprint of installation (base plate etc in mm):
Is this work a collaboration? Y N
If so please list all artists:
Specific Site Requirements: LLS will discuss the placement of sculptures and consider all aspects of installation, including site and situation, footings, access, and safety.
Notes to entries: Your entry must not include sharp or dangerous parts that may cause injury to the nu

Notes to entries: Your entry must not include sharp or dangerous parts that may cause injury to the public whilst on display. Entries that are deemed potentially harmful will not be accepted until modification has been made to make the entry safe to the satisfaction of the Lake Light Sculpture Committee.

Please attach a sketch or photo of your work to your entry email or with your postal entry. Entries without an image or sketch will not be accepted. Please indicate if the attached image/s are of a completed work or a work in progress.

## **SALES**

Is your artwork for sale- Yes or No?

Sale price exclusive of commission \$

Lake Light Sculpture will include an additional 25% to your price for commission. This commission is used directly to support the event.

#### **Editions**

Is your sculpture available as an edition - Yes or No?

If so, please state the number of editions that will be created.

#### **Individual Pieces**

Are individual works within the installation for sale - Yes or No?

If YES, Please list the individual component prices. (Multiples of more than 25 will not be accepted)

## INSTALLATION

Your artwork will be temporarily installed in a public space and as such, your supporting documentation should be comprehensive and include the required information outlined below. Should your submission not include this important documentation it may be deemed non-conforming and not eligible for consideration.

Your submission can include a completed work or a work in progress.

Your submission MUST include clear and comprehensive support documentation including:

- Concept drawings that are to scale with front and side elevations
- Support images of completed of partly completed work
- Information and drawings of foundation and footings
- Detail on any lighting included with the sculpture
- Machinery required (limited available)

Specific Installation Requirements:

## Installation must be completed by 12 noon Wednesday 5 April 2023

Please indicate your preferred date for installation

Monday 3 April 2023 8am-5pm Tuesday 4 April 2023 8am-5pm Wednesday 5 April 2023 7am-12noon

#### **LIGHTING**

Lake Light Sculpture in 2023 is an unpowered event due to the change in location. Sculptures that utilise self-contained solar powered lights are welcome.

#### **ARTIST TALKS**

Visitors to the event love to speak to and hear from the artists. Please indicate if you are available to volunteer to speak during the event. You may choose more than one.

Thursday 6 April 2023 (Community Day) Friday 7 April 2023

Saturday 8 April 2023 (Awards Morning)

Sunday 9 April 2023

# **AWARDS**

Awards will be presented Saturday 8 April in a morning presentation at Lake Light Central (Lions Parks, Jindabyne)

# **ACCOMODATION**

Would you be interested in reduced cost artist accommodation? How many people would need to be accommodated?

# **AGREEMENT**

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Signature

Name

Date

# Terms & Conditions of Entry

Lake Light Sculpture (LLS) Incorporated is a not-for-profit association and is managed by the Lake Light Sculpture Volunteer Management Committee.

#### **ELIGIBILITY**

Sculptures will be selected on artistic merit and on the basis that they are suitable for outdoor installation. Artworks that meet safety and security standards will be selected for entry. Artists should consider potential public interaction, the outdoor environment and alpine weather considerations such as strong sun, extremely strong winds, rain, and hail.

All entries must be submitted on the 2023 Entry Form.

Acceptance of entries is at the discretion of Lake Light Sculpture Volunteer Management Committee. Late entries will not be considered. Site allocation is limited, and allocation will be decided by Lake Light Sculpture Volunteer Management Committee.

Lake Light Sculpture respects the Artist's right to freedom of expression for all forms of sculpture. Lake Light Sculpture will not require the practitioner to consent to something that would infringe their moral rights however works that are offensive or may bring Lake Light Sculpture Inc or its sponsors into disrepute will not be included in the event.

#### **Exclusions**

Individuals with a connection to Lake Light Sculpture such as relatives or volunteers of the organising body, including organising committee or judges, are ineligible for prizes.

#### **COPYRIGHT & OWNERSHIP**

The Artist warrants that they are the legal owner of the works and holds the exclusive copyright of the works. The Artist warrants that they are lawfully permitted to exhibit, advertise for sale and sell/transfer ownership of the works during LLS 2023 without the consent, approval or license of any other person, firm or authority.

The Artist retains title to each work until the Artist passes the title directly to the buyer.

The Artist undertakes and warrants to Lake Light Sculpture that the work will be original and will not infringe the copyright or other rights belonging to any third party.

The Artist indemnifies Lake Light Sculpture 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.

#### **ENTRY FORM & FEES**

This application must be completed in full. Lake Light Sculpture bases the decision on the Artist statement, sculpture installation method, images or working drawings and biography. High quality images or sketches including scale are necessary for all applications.

Entry fees are not refundable.

Entry fees can be paid by cash, cheque, or direct deposit. Cheques must be made out to Lake Light Sculpture Incorporated. Direct deposits must have the artist's name as the reference

Account name Lake Light Sculpture Incorporated BSB 032-728 Account number 189527. All transactions are to occur in Australian Dollars.

Please supply a copy of the EFT direct deposit receipt if payment is made by this method.

Multiple entries will be accepted. Each artwork must be presented as a separate entry.

Fees:

Single entry \$40.00

Multiple entries \$25 for each additional artwork

#### **JUDGING AND AWARDS**

Judging will take place from Thursday 6 April 2023

All prizes are non-negotiable, and the judge's decision is final.

All prize money is subject to change at the discretion of the LLS Committee and artists will be advised by email.

#### SUBMISSION OUTCOME

Artists, both successful and unsuccessful, will be notified by 5 March 2023. The decision is final, and no feedback will be supplied.

#### SALES

Artists must advise a nominated price if you wish to sell your sculpture. Minimum sale price \$50. POA will not be accepted.

A 25% commission applies to all sales from the event, and for a period of 1 month after the event. The commission is used to support the 100% volunteer run event.

No independent transactions will be made by the artist.

Artists must remain contactable during the entire event in case the committee needs to contact you regarding your sculpture sale or an enquiry.

The Artist acknowledges that Lake Light Sculpture is appointed as agent for the purposes of negotiating sale of artworks only and indemnifies Lake Light Sculpture Inc from any claims, suits or demands of any nature arising without imitation, from the sale of the artworks or arising from any defects or faults with the artworks. All sales less 25% commission will go directly to the Artist.

In the event that a sculpture is sold, transport, de-installation and insurance will be the responsibility of the Artist.

The Artist shall keep Lake Light Sculpture fully always informed in respect of any enquiries or offers to purchase works or commissioning of works arising out of the exhibition. This information helps inform the success of the exhibition and assists with outcome reports.

All transactions are to occur in Australian Dollars.

#### **INSURANCE, SAFETY & DISPLAY**

Lake Light Sculpture will have public liability Insurance and will provide security patrols during the event. Lake Light Sculpture 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 Lake Light Sculpture Inc, our contractors or volunteers.

All risk for the artwork remains with the Artist; this applies to the installation, maintenance, and removal of the sculptures. It is a condition of exhibition that the artist accepts full liability for theft of and/or damage to their exhibit.

Artists are responsible for insuring their work in transit both to and from the event. Works that appear to be unsafe or which are inconsistent with the Artist's proposal may be excluded from the exhibition.

Applicants should consider:

- ease of installation and removal
- impact on the environment
- safety of viewers no sharp protruding edges, a secure base
- extreme weather conditions, high winds noting that restrictions and amendments to sites may occur due to safety and/or environmental reasons

works considered unsafe or inappropriate will be deemed ineligible

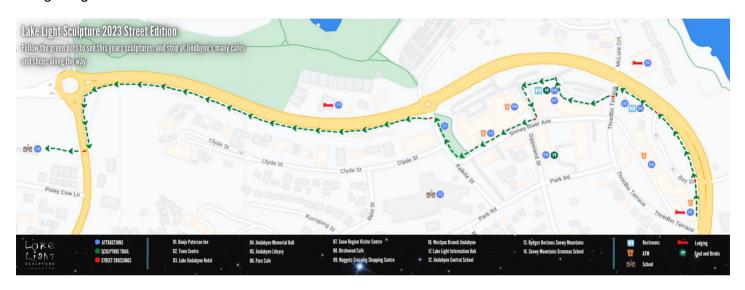
Lake Light Sculpture employs a Security Company that patrol the exhibition between 8pm and 8am from 3 April 2023 – 4pm 10 April 2023

Between 8am and 8pm, the exhibition is patrolled by the Lake Light Sculpture Committee and volunteers. The Lake Light Sculpture Committee will take precautions to minimise the risk to the sculptures exhibited.

#### SITES

### Sculptures should be viewable from the pathway and not require viewers to walk off the path.

The Lake Light Sculpture event is approximately 1.7kms in length and weaves in and through the Jindabyne township. Much of the exhibition site is flat with undulating areas. Sculptures will be featured along the grassed areas and selected town sites.



#### LIGHTING

Due to the change in location for the 2023 event, power and lighting is not available. Works with self-contained lighting (solar) can still be entered.

All power must be outdoor rated and compliant to Australian standards and tagged and tested.

# TRANSPORTATION, INSTALLATION, DE-INSTALLATION AND MAINTENANCE Installation 3 April – 5 April (midday) Deinstallation 10 April 2023

Installation will take place between 3-5 April 2023. Works must be fully installed by midday 5 April. Upon arrival, artists must sign-in at the registration point. The site manager will sign the artist out once their installation is complete.

It is expected that the artist will prepare the site and secure the sculpture to the site.

Each artist will be supported by a volunteer site manager. Every Artist and artworker on site must complete a safety induction.

Artists must provide an installation and de-installation method statement, providing a full list of materials, vehicles and equipment they propose to bring onsite and how they propose to install and de-install their work.

Artists must follow the any access or traffic control directions provided by Lake Light Sculpture Inc.

If a hiab crane or heavy machinery is required for installation, it must be organised and booked the prior and must be included in the installation requirements section of the application form. Artists must supervise use of any additional equipment and be responsible for any damage made to their work or the surrounding area.

No additional fencing or signage will be allowed around the artwork other than that provided by Lake Light Sculpture.

Artworks must remain on-site for the duration of the event.

De installation will be from 7am 10 April 2023. All artworks must be removed from the site by no later than 5pm. All sites must be returned to their original condition.

Upon arrival for de-installation, artists must sign-in at the registration point. The site manager will sign the artist out once their de-installation is complete.

Artists are responsible for:

- Transportation of sculptures to and from the exhibition site, installation, and the removal of all packaging and associated material,
- maintaining the sculpture in a presentable condition throughout the duration of the exhibition,
- Considering others and the environment and landscape when driving to and from installation sites

All risk in the exhibition of sculptures remains with the Artist at all times, irrespective of whether the work is being handled by a Lake Light Sculpture Volunteer.

By signing this form, the Artist authorises Lake Light Sculpture Inc 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.

#### **HEALTH & SAFETY**

Artists transporting and installing their work should:

- be properly trained in the operation of machinery and equipment
- · have access to protective clothing such as masks, earmuffs, goggles, gloves
- Lake Light Sculpture will ensure all artists and assistants are made aware of the location of first aid stations, fire evacuation procedures
- be obliged to agree, under the terms of this agreement, to proper observance of WH&S issues, including the care and disposal of flammable or toxic chemicals or materials, blockage of passageways and exits with art/craft/design works or materials and a duty to comply with safety procedures

#### **MARKETING & COMMUNICATIONS**

An official program acknowledging exhibiting artists will be available online. Lake Light Sculpture will promote the event via newspapers, radio, television and online.

The Artist agrees not to issue press releases without the written consent of Lake Light Sculpture.

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 are not permitted to apply Lake Light Sculpture logo or branding to any marketing practices without written permission from Lake Light Sculpture.

Artists must acknowledge the correct name of the exhibition as either Lake Light Sculpture Inc or Lake Light Sculpture Jindabyne when making any reference to the exhibition or the organisation.

Recipients of Awards must acknowledge the correct and full name of the award or acquisition when making any reference to it including the award or acquisition sponsor.

Artists will be provided with a media kit to assist with terms and conditions of marketing they may wish to do.

Signage is not permitted at the sculpture or sculpture site unless prior approval has been given by Lake Light Sculpture. This includes (but is not limited to) advertising, business cards or promotional material. Site labels will be made to advise visitors of Artists name, site number, artist statement and title of the sculpture.

The Artist is responsible to investigate and resolve any infringements of their intellectual property whether

such infringement results directly or indirectly from Lake Light Sculpture 2023. The Artist may request assistance from Lake Light Sculpture and lake Light Sculpture will not unreasonably refuse a request to assist an Artist to resolve an infringement of their intellectual property because of their display in the event.

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 lake Light Sculpture Jindabyne, the photographer, and establish a hyperlink to <a href="https://www.lakelightsculpture.com.au">www.lakelightsculpture.com.au</a>

#### **ADDITIONAL TERMS & CONDITIONS**

By signing the entry form, the Artist acknowledges that they are bound by the terms and conditions agreement that the Artist has read and understood at the time of submitting or signing the entry form.

All risk and responsibility for sculptures remain with the artist at all times.

By signing the entry form, artists give the Committee of Lake Light Sculpture Jindabyne exclusive right to reproduce images of submitted work for any purpose, including but not limited to the exhibition brochure, website promotion of the event and promotional material for future exhibitions.

Sculptures cannot affect or damage the environment or surrounding areas in any way.

All instructions and requests from the LLS Committee, Police, Council Officers and public authorities must be complied with.

Should you wish to use images from the exhibition for whatever purpose, the Committee of Lake Light Sculpture Jindabyne must be notified prior to the use of the images. When images are used, Lake Light Sculpture Jindabyne must have credit.

All entrants must be contactable throughout the exhibition period.

Lake Light Sculpture 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.

Artists are responsible for any damage to persons or ground or private or public property or to their work because of, amongst other things, their artwork, vandals, or the elements of the setting.

#### **INDEMNITY**

The Artist shall indemnify Lake Light Sculpture against (Insofar as the same is due to the negligence, omission or default of the Artist, its subcontractors, or employees):

- (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 Lake Light Sculpture).

#### **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, ticking the acknowledgement section of the entry/application form into the Lake Light Sculpture 2023 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 award monies, or commissions owed to them by Lake Light Sculpture 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. Lake Light Sculpture Inc 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 Lake Light Sculpture Inc accepts no responsibility for errors or omissions or changes to the information

Lake Light Sculpture is a volunteer run, not for profit organisation. Lake Light Sculpture has agreements with and receives funding from various stakeholders including the Snowy Hydro Limited, local government through the Snowy Monaro Regional Council. Lake Light Sculpture has contractual obligations to supply event data, images, and footage from the event to these and various stakeholders.