

Newtown ArtSeat

Guidelines for Applicants



Newtown ArtSeat

Introduction

The Newtown ArtSeat (NAS) aims to deliver innovative and contemporary visual art to the local community and to provide local, emerging and established artists a space where experimental, non-commercial art can be showcased.

The Newtown ArtSeat can be used for, but not limited to, the presentation of experimental work, non-commercial work, socio-historical exhibitions, collaborative work, art, sculpture, folk art, font / text based artwork, photography, curated exhibitions, installations, community arts, the display of poetry, writing, multi-media, new technology and/or any other form of art or cultural expression suitable to the existing structure.

- Council encourages innovative and contemporary forms of art and cultural expression by emerging and established artists and cultural workers. The Newtown ArtSeat provides a space where experimental, non-commercial art and cultural expression can be showcased.
- A curatorial committee will facilitate the selection of a minimum of three exhibitions/programs per year.
- Priority is given to quality, contemporary, exhibitions / displays with thematic directions which examine issues of relevance to contemporary art and/or the local communities.
- Priority may be given to exhibitions linked to umbrella Sydney metropolitan and international events (such as Perfect Match Contemporary Art Program, NAIDOC week, Sydney Gay and Lesbian Mardi Gras, Sydney Fringe Festival) that are of cultural significance to the local community.
- Council will consider projects that have received funding from other sources.
- The program will include at least one work per year by artists living or working in the Inner West Council LGA.
- Council will use the exhibition space for the development and display of exhibitions developed by and/or commissioned by Council when necessary.
- Council does not discriminate on any of the following grounds - race, sex, age, pregnancy, marital status, disability, sexual preference, religion, philosophy, cultural background, gender or HIV status.
- The Newtown ArtSeat is not to be used for the display of advertisements.

COUNCIL'S RESPONSIBILITIES

Council will be responsible for:

- providing the Newtown ArtSeat;
- authorising the exhibition based on an assessment of a formal application and its compliance with the Newtown ArtSeat Curatorial Objectives;
- ensuring the Newtown ArtSeat is in a clean condition, regularly maintained with all lights in full working order;
- promoting the installation via the Council's website and Art Post e-newsletter, etc;
- liaising with relevant suppliers regarding the printing of the image; and
- liaising with relevant suppliers regarding the installation of the image.

1. PARTICIPANTS' / ARTIST RESPONSIBILITIES

The Artist/s will be required to:

- submit a formal application with supporting documentation;
- consult with Council's Arts and Cultural Development Coordinator, or their nominees, concerning the selection of ideas, subjects, concepts and themes. Consultation will be in the form of face to face, meetings, telephone conversations and by email, as mutually agreed; and
- provide an Artist/s statement for the purposes of marketing and as a historical record of the project.

Designs

- The Artist/s preliminary designs for the project will be presented to the Manager Culture and Recreation, Arts & Cultural Development Coordinator and other relevant Council staff, who will approve or request amendments to the designs.
- Council reserves the right to reject designs which it deems discriminatory, defamatory, and/or obscene or that do not meet relevant safety standards.
- When the final designs are approved by Council in writing, the Contractor/Artist shall proceed with the project.
- If the designs are rejected, new designs shall be prepared; or the necessary amendments will be made as informed by feedback from Council. The Contractor and Council shall, if necessary, negotiate to extend the term of the contract to cover time needed to complete the additional designs. Any additional fee shall be negotiated at this time, if necessary.
- The Contractor warrants that the designs will be original.

Materials

- Council will be responsible for sending the final artwork to an agreed printer for the printing of the vinyl sheeting as per the specs (see end of document).
- If the artist/s requires additional or alternative materials for the installation of the artwork, and additional funds are required, this is to be discussed with Council during the application process. The contractor may be required to purchase materials specific to the execution of the designs and production of the artwork.

Contractor / Additional Parties

- The Artist/s may engage direct employees, subcontractors and/or volunteers in the execution of the project on the following conditions: that such employees, subcontractors and volunteers be the sole responsibility of the Artist/s and be appropriately instructed and supervised so as to comply with relevant Occupational Health and Safety statutes, regulations and codes of practice.
- The Contractor agrees to be present onsite and liaise with onsite professionals.

Promotion and Publicity

- Promotion and publicity for the project will be the responsibility of Council, in consultation with the Artist/s.
- The Artist/s agrees to participate in publicity calls, within reason, as mutually agreed between Council and the Contractor.

Copyright

- Council will have joint copyright of the artworks and any designs created in the course of the employment. Neither party will exploit the copyright without the prior written consent of the other party.
- The parties agree that where reproduction of the images is for commercial purposes or for profit, prior written consent detailing profit sharing will be obtained from the other party. All reproductions of public art work for publicity or otherwise will properly attribute the role of the artist/s.

Images / Art Works

- The Artist/s will always be acknowledged as the creator of the work.
- The Artist/s will retain the intellectual rights to their work, as the creator of concepts and ideas from which physical artworks are generated.
- The Artist/s shall provide all material/product information and warranties, provider contacts, maintenance schedules, cleaning and maintenance product details for the artworks, and any other information pertinent to the maintenance of the public artwork.
- Council agrees not to alter, add to, mutilate or distort the artworks nor allow any other person to do so without the written permission of the artist.

Documentation

- The parties agree that the project will be documented by the Council and by the Contractor in the following way: photos, reports, posters, articles.

Archive

- Council may establish and maintain an archive describing the creation of the artworks. Any such archive shall contain: all designs and documentation concerning the project.
- If an archive is maintained, its principal purpose will be to provide a non-lending, non-commercial reference resource. If either party wishes to make or permit other use of it, prior written consent to such use shall be obtained from the other party. Such consent will not be unreasonably withheld.
- The parties agree that where reproduction of the images is for commercial purposes or for profit, prior written consent detailing profit-sharing shall be obtained from the other party. Such consent will not be unreasonably withheld.
- Council agrees to ensure the archive
 - is properly maintained;
 - is not used nor intentionally used by others for any purpose other than those listed above, without prior written approval from the Contractor; and
 - if disassembled, relevant materials will be returned to the Contractor.

Extensions

- This contract shall be extended, if funding is available, to cover delays caused by strikes, non-availability of materials, severe weather, injury or illness of the Contractor, acts of God, failure of Council to carry out obligations or other holdups caused by Council, its servants or agents.

Termination

- Either party may terminate this contract upon two weeks written notice. Any monies paid to the Artist/s shall be deemed payment in full.

Modification

- This agreement constitutes the entire understanding of the parties. Its terms cannot be modified except by a further agreement in writing signed by both parties.

Waiver

- A waiver of any breach of the provisions of this contract shall not be construed as a continuing waiver of the breaches of the same kind or other breaches of a different kind by any of the provision of the contract.

Mediation

- All disputes arising out this agreement shall be submitted to mediation in accordance with the rules of the Arts Law Mediation Service, a program of the Arts Law Centre of Australia, prior to having recourse through arbitration or litigation.

Fees

- Artists will be paid up to \$1,500 (inclusive of GST) for the use of the image.

To apply go to: <https://innerwest.smartygrants.com.au/NewtownArtSeat2018>

Deadline:

- **SUBMISSIONS TO BE RECEIVED BY 5pm, MONDAY, 2 OCTOBER 2017**

For further information contact:

Arts and Cultural Development

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