

ARTTRA | Light Festival 2019

TERMS AND CONDITIONS

ARTTRA | Light Festival is a three day public exhibition to be held on 5, 6 and 7 April 2019 in Claremont Park at Bay View Terrace, Claremont.

Artists are invited to create and install a light installation for the Festival.

Artists agree to the following **terms and conditions**:

1. Interpretation

Unless expressed to the contrary:

- 1.1 Any words in the singular include plural and vice versa;
- 1.2 Any gender includes the other gender;
- 1.3 If a word or phrase is defined its other grammatical forms have corresponding meanings;
- 1.4 "Includes" means includes without limitation;
- 1.5 No rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- 1.6 A reference to a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
- 1.7 An obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- 1.8 Time is of the essence; and
- 1.9 Dollars means Australian dollars unless otherwise stated.

2. Expression of Interest

- 2.1 An expression of interest is required to be submitted to the Town of Claremont (**the Town**) by email to toc@claremont.wa.gov.au by 3pm on 18 January 2019 in accordance with the **enclosed** "Artists Expressions of Interest". The email must be no larger than 10MB.
- 2.2 The Town intends to select 15 Artists to participate in the Festival but may at its discretion select more or less Artists.
- 2.3 The Town will advise successful Artists between 25 January 2019 and 1 February 2019.
- 2.4 Each Artist selected to participate in the Festival will be paid a grant of \$3,000 +GST subject to receipt by the Town of a suitable tax invoice. The Town has the right to pay the grant by instalments.

3. Obligations of the Artist

- 3.1 The Artist is required to design, fabricate, install and remove an installation at Claremont Park.
- 3.2 The Artist must install the installation by 2pm on 5 April 2019 and remove the installation by 10am on 8 April 2019. The site must be left clean and tidy.
- 3.3 The Artist must work in collaboration with the Town during design, fabrication, install and removal of the installation.
- 3.4 The Artist must co-operate and act in good faith and adopt a professional approach avoiding any behavior which may harm the reputation of the Festival or the Town.
- 3.5 The Artist must provide written updates on their installation when requested by the Town. An update is required within 7 days of any request by the Town.
- 3.6 The Artist must be available for site visits with the Town between 4 and 15 February 2019.
- 3.7 The Artist must provide their final concept for the installation to the Town by 15 March 2019 including electrician approved power requirements. The Artist must provide written update to the Town in the event that their proposed power requirements for the installation change.
- 3.8 The Artist must comply without limitation with all relevant laws and regulations in force.
- 3.9 The Artist warrants that all installations are the original un-copied work of the Artist. The Artist indemnifies the Town for any breach of copyright.
- 3.10 The Artist must protect any intellectual property which the Town has provided and to adhere to any restrictions upon the use of the intellectual property. The Artist acknowledges and agrees that all materials and intellectual property supplied by the Town remain the property of the Town.
- 3.11 The Artist is required to remain with their installation between the hours of 5pm and 9pm on 5, 6 and 7 April 2019.
- 3.12 The Artist acknowledges that the Festival dates and location may be subject to change.

4. The Installation

- 4.1 The installation must include the festival theme “light” but may include other mediums.
- 4.2 The installation must be suitable for people of all ages. Installations should be created to attract and engage a wide audience.
- 4.3 The installation materials must be suitable for outdoors.

- 4.4 The installation must not pose a risk to the public or the Artist.
- 4.5 The Town will provide a reasonable amount of power for each installation.

5. Warranty

- 5.1 The Artist acknowledges that they have not relied on any statement, representation, warranty, understanding, promise or assurance other than as expressly set out in these terms and conditions.
- 5.2 Nothing in these terms and conditions constitutes and shall not be construed as constituting a partnership, agency, employment or joint venture relationship with the Town with regards to the Festival.

6. Judging

- 6.1 A judging panel of up to 3 people will be appointed at the discretion of the Town to pick a winning installation. The judging panel will consider at their discretion:
 - (a) audience engagement;
 - (b) creative use of light;
 - (c) value for money; and
 - (d) technical skill, composition and quality.
- 6.2 The installations will be judged by the panel on 6 April 2019 and the winning installation will be announced on 7 April 2019 and that Artist will be awarded \$5,000.
- 6.3 The public will vote for their favourite installation during the Festival. The installation which receives the most public votes will be announced on 7 April 2019 and awarded a prize of \$1,000.

7. Insurance and liability

- 7.1 The Artist participates in the Festival at their own risk.
- 7.2 The Town will not be held liable for any damage, loss (both direct and indirect) and/or injury:
 - (a) sustained by an Artist whether during creation, design, fabrication, install ore removal or otherwise; and/or
 - (b) to an installation.
- 7.3 The Artist shall indemnify the Town from and against any claims, costs, losses, liabilities, demands, suit, damages, expenses, debts or cause of action whatsoever arising whether at law or in equity or under statute arising out of, in connection with or related to these terms and conditions.

7.4 The Town will not insure any installation.

8. Marketing and Promotion

8.1 Artists consent to personally and their installation being filmed or photographed at any time. The product of which may be used by the Town for advertising, marketing or promotional purposes including print and electronic media.

9. Withdrawal by Artist

9.1 If an Artists prior to the Festival dates withdraws from the exhibition, the Artist agrees to

- (a) repay any grant money received upon request from the Town;
- (b) forfeits any future grant money.

10. Removal of Entries

10.1 The Town reserves the right at its sole discretion to remove and/or disqualify any installations that:

- (a) breaches these terms and conditions;
- (b) pose a risk to the public or the Artist; and/or
- (c) that are deemed to be inappropriate, unlawful and/or offensive including installations displaying racial or political messages.

10.2 Any artists whose installation is removed or disqualified is liable to reimburse the Town the grant money.

SIGNED by

Artist

_____ Date: ____ / ____ / ____

in the presence of

Witness

_____ Date: ____ / ____ / ____

Print Name: _____