

# EPHEMERA 2023

Seaside Sculptures

City of  
Townsville

## CALL FOR ARTISTS

ENTRIES CLOSE 1 NOVEMBER 2022

Amanda Parer  
*Intrude* [detail]  
Parer Studio, *Ephemera 2021* Invited Artist  
Photographer: Andrew Rankin  
#intrude, #parerstudio, #amandaparer



# EPHEMERA 2023

## Seaside Sculptures

### CALL FOR ARTISTS

*Ephemera* is the North's leading outdoor sculpture festival which has rapidly grown over the years, much to the delight of artists and the public alike.

This much loved and highly anticipated biennial event, gains considerable media coverage and attracts many local, national and international visitors.

*Ephemera* is organised by Townsville City Galleries.

### KEY DATES

#### ENTRIES CLOSE

10am Tuesday 1 November 2022

#### SUCCESSFUL APPLICANTS NOTIFIED

5pm Tuesday 22 November 2022

#### CATALOGUE IMAGE FINALISED

10am Thursday 6 April 2023

#### COMPULSORY WH&S INDUCTION

Online prior to Friday 30 June 2023

#### INSTALLATION DATES

Monday 17 July – Friday 21 July 2023

#### EXHIBITION DATES

Saturday 22 July – Sunday 6 August 2023

Competitive works will be on display along Townsville's picturesque 2km beachfront – The Strand – from 22 July to 6 August 2023, exhibited alongside a selection of invited sculptures.

This year, *Ephemera* competitive artists can enter two competition categories; the *Ephemera Acquisitive Prize* and the *Ephemera Artistic Excellence Award* (non-acquisitive).

#### ARTIST MEET AND GREET

Friday 21 July 2023

#### OPENING EVENING

Saturday 22 July 2023

#### JUDGING

Friday 21 – Saturday 22 July 2023

#### ARTISTS WALKING TOUR

Saturday 22 July 2023

#### DE-INSTALL

Monday 7 August 2023

## \$90,000

Ephemera Acquisitive Prize

## \$10,000

Artistic Excellence Award  
(Non-Acquisitive)

## \$1,000

People's Choice Award

## \$44 APPLICATION FEE\*

\*Non-refundable administration fee of \$44 per entry

## \$5,000 ARTIST FEE\*\*

\*\*Artist fee payable to successful applications T&Cs apply

## HOW TO ENTER

Applications are now open!

Apply now online by visiting

**[ephemera-tsv.com.au](http://ephemera-tsv.com.au)** or by contacting  
Townsville City Galleries via the below media.

Full terms and conditions overleaf.

**Perc Tucker Regional Gallery**

Cnr Denham & Flinders Street  
Townsville QLD 4810

Tues – Fri: 10am – 5pm

Sat – Sun: 10am – 1pm

☎ (07) 4727 9011

✉ [galleries@townsville.qld.gov.au](mailto:galleries@townsville.qld.gov.au)

📍 [whatson.townsville.qld.gov.au](http://whatson.townsville.qld.gov.au)

📌 Townsville City Galleries

📍 [TownsvilleCityGalleries](https://www.facebook.com/TownsvilleCityGalleries)

# TERMS AND CONDITIONS

## 1. TERMS AND CONDITIONS

- 1.1 Entry is in accordance with and is deemed acceptance of these conditions and the Entrant (Artist) is bound by and shall perform and observe all obligations upon the Artist pursuant to these conditions. *Ephemera: Seaside Sculptures* is a public art exhibition, including a AUD \$90,000 *Ephemera Acquisitive Prize* and AUD \$10,000 *Artistic Excellence Award* component awarded by Townsville City Galleries.
- 1.2 Entry is open to all local, interstate, and international artists. Townsville City Council staff are excluded from entering. Immediate family members of Townsville City Council staff are eligible to enter, however, will not be eligible to receive the AUD \$10,000 *Artistic Excellence Award*.
- 1.3 Entry in the exhibition and eligibility for the AUD \$90,000 *Ephemera Acquisitive Prize* and AUD \$10,000 *Artistic Excellence Award* is through pre-selection from the proposals received.
- 1.4 Artists are required to submit for pre-selection:
  - A completed online application
  - Digital image/s or detailed design drawing/s of each proposal in TIFF, JPEG, Word or PDF format
  - The Artist's curriculum vitae (CV) relevant to their art practice
  - Details and/or drawings of proposed foundation, footings etc
  - A non-refundable administration fee of AUD \$44.00 per entry.
- 1.5 All artworks entered by the Artist must be the original work and concept of the Artist. An Artist may enter as many as three (3) proposals for pre-selection, but each entry must be accompanied by a separate entry form and administration fee with all relevant support material.
- 1.6 A third party may not enter any works on behalf of an Artist. Group proposals will be accepted for pre-selection where there is a nominated contact person who will act as the Project Manager.
- 1.7 Late or incomplete entries will not be accepted. An entry shall impose an obligation upon the Artist to submit the entered work for exhibition if selected.

## 2. ARTWORK DESIGN BRIEF

- 2.1 *Ephemera* has now been a part of Townsville's cultural identity for twenty-two years. It is by far our city's most visited visual arts event, and has been the host of countless local, national, and international artists. The inclusive, sixteen-day beachfront sculpture festival brings together the community from far and wide, to celebrate sun, sand, and art - tropical North Queensland style.

In developing a proposal, artists are asked to consider:

- The site for which the work is intended
- The scale of the artwork, with large-scale works strongly encouraged
- Day and Night-time viewing
- Tropical North Queensland themes/connections

### 3. **SELECTION CRITERIA**

3.1 The selection panel will assess submissions on the following criteria:

- First impression
- Artistic and Conceptual Merit
- Site specific / The Strand (is the artwork specific to site)
- Day and Night-time viewing ability
- Workplace Health and Safety - including Public Safety and environmental impact to site
- Logistics - footings, install, power supply, weather appropriate, machinery, etc.
- Artist's ability to deliver proposed artwork
- Response to Artwork Design Brief

### 4. **ADMINISTRATION ENTRY FEE**

4.1 A non-refundable administration fee of AUD \$44.00 is required per entry.

4.2 All artworks entered by the Artist must be the original work and concept of the Artist. An Artist may enter as many as three (3) proposals for pre-selection, but each entry must be accompanied by a separate entry form and administration fee with all relevant support material.

4.3 Entry fees can be paid by credit card over the phone by calling 13 48 10 or in person through the Townsville City Council Customer Service, 103 Walker Street, Townsville. Townsville City Council Customer Service is open 8am – 5pm, Monday to Friday (closed Public Holidays). We accept Visa, Mastercard. We do not accept American Express.

4.4 Please reference the payment code CECS – GS Entryfee when paying, and a receipt will be issued for payment that should be kept for future verification of payment.

### 5. **ACCEPTANCE AND EXHIBITION**

5.1 Council is not bound to accept any *Ephemera* application.

5.2 Council may accept part of an *Ephemera* application.

5.3 Artists agree that their *Ephemera* application will remain open for acceptance until and including Friday 22 July 2023.

5.4 Artists may withdraw their *Ephemera* application at any time after 5 days from the application Due Date.

5.5 Artists will be advised of the outcome from pre-selection on or before: 5pm Friday 22 November 2022 via email.

5.6 Successful applicants will be referred to as *Ephemera: Seaside Sculpture 2023* Competitive Artists.

5.7 The cost of freight and insurance for works selected for exhibition will be the responsibility of the Artist. Townsville City Galleries will not be responsible for any loss or damage whatsoever, however caused, to any work whilst in Galleries' custody or on display in the public realm.

5.8 Each Artist is and shall be responsible for maintaining their own insurance cover.

- 5.9 Artists whose works are selected for exhibition must allow their work to be reproduced for promotional, review, and educational purposes and/or the future promotion of Townsville City Galleries and entry is and shall be deemed authorisation by the Artist to Townsville City Galleries.
- 5.10 Works selected for exhibition will be chosen by a panel of assessors appointed by Townsville City Galleries.
- 5.11 Works to be exhibited will be selected from the online applications, digital images and requested materials submitted. Artists are NOT required to submit original works of art for the pre-selection process.
- 5.12 Artists are responsible for lighting their own artwork for after-dark viewing. Solar lighting is strongly recommended due to limited power access and environmental concerns. Galleries will provide limited solar-powered lights where practical.
- 5.13 Galleries will appoint an industry-recognised panel to judge and select the prize-winning work. The judge's decision will be final, and correspondence will not be entered into regarding the selection.

## **6. ARTIST AGREEMENT**

- 6.1 The condition of the Artist Agreement between Council and the awarded Artist will be the terms and conditions of our standard purchase order.
- 6.2 The Artist Agreement will be for the Agreement Term and is formed when we issue a Notice Of Acceptance to the awarded Artist/s.
- 6.3 Artists can obtain a copy of the purchase order terms and conditions from the Townsville City Council website.
- 6.4 All contact with Council in relation to the *Ephemera* application must be made through the Senior Public Art Officer, Townsville City Galleries.

## **7. VIDEO, CATALOGUE AND LABELS**

- 7.1 The Artist must provide a behind the scenes 30-60 second web-quality video of the Artist working and talking about the artwork as requested by the Gallery.
- 7.2 The Artist must provide an artist statement, an image of the Work and artwork label information (to include the artwork title, size, materials, and price) as requested by the Gallery.
- 7.3 The Gallery will provide an online catalogue of the exhibition.

## **8. ARTWORK SALES**

- 8.1 It is not a requirement that works be for sale. The advertised price of exhibited works that are for sale shall remain fixed for the duration of the exhibition.
- 8.2 Galleries shall be entitled to and will retain 30% commission on all works sold during the exhibition. The net sale proceeds will be paid to the Artist within thirty (30) days of sale, provided settlement has been made in accordance with the conditions of sale. Payment will be made in Australian dollars.

## **9. ARTIST FEES AND PRIZES**

- 9.1 The \$10,000 *Artistic Excellence Award* is non-acquisitive and is payable in AUD.
- 9.2 The \$1,000 *People's Choice Award* is non-acquisitive and is payable in AUD.
- 9.3 The \$90,000 *Ephemera Acquisitive Prize* is acquisitive and is payable in AUD. The awarded work will become part of The City of Townsville Art in Public Spaces Collection.
- 9.4 A AUD \$5,000 Artist Fee will be paid for each proposal selected. Where Artists are working collaboratively on a single proposal, only one Artist Fee will be paid.
- 9.5 A AUD \$90,000 *Ephemera Acquisitive Prize* and AUD \$10,000 *Artistic Excellence Award* will be awarded at the official opening of the exhibition, and a *People's Choice Award* will be awarded at a later date.
- 9.6 The recipient of the AUD \$90,000 *Ephemera Acquisitive Prize* will not be eligible for the AUD \$10,000 *Artistic Excellence Award*.

## **10. EPHEMERA ACQUISITIVE PRIZE**

Townsville City Council is inviting suitably qualified and experienced Artists, participating in *Ephemera 2023* to apply to be considered for the AUD \$90,000 *Ephemera Acquisitive Prize*, this application acts as an Expression Of Interest. Applications will be reviewed and up to four Artists will be shortlisted to enter Stage Two: Developing a Detailed Concept Design and Delivery Plan attracting a paid Artist Fee. The *Ephemera Acquisitive Prize* is open to all 2023 *Ephemera* exhibiting artworks that are suitable for permanent outdoor display or where the Artist/Artist group at their own expense, can provide suitable evidence as part of Stage Two: Developing a Detailed Concept Design and Delivery Plan, that they can re-fabricate the artwork to comply with the requirements of permanent outdoor display. The development of the AUD \$90,000 *Ephemera Acquisitive Prize* will procure an iconic legacy sculptural artwork for Townsville as part of the city's permanent Art in Public Spaces Collection, enhancing Townsville's built environment post the sixteen-day sculpture festival.

The awarded artwork will be installed permanently within Townsville, with possible locations including, but not limited to; the Priority Development Area Townsville City Waterfront, Council open spaces, and linkages from The Strand to the Townsville CBD.

- 10.1 An application for the *Ephemera Acquisitive Prize*, will be considered an agreement to take part in the Expression of Interest process and if successful, to take part in Stage Two: Developing a Detailed Concept Design and Delivery Plan. Stage Two: Developing a Detailed Concept Design and Delivery Plan attracts a AUD \$1,500 Artist Fee.

10.2 The anticipated Milestones of the Ephemera Acquisitive Prize are;

Milestone	Date	Artist Fee AUD (Exc. GST)
<b>Stage One:</b> Call For Artists	Released July 2022 Closes 10am Tuesday 1 November 2022	
Council to Award <i>Ephemera</i> Competitive Artists	5pm Tuesday 22 November 2022	
Selection Panel to shortlist up to four <i>Ephemera Acquisitive Prize</i> applicants	January 2023	
<b>Stage Two:</b> Developing A Detailed Concept Design and Delivery Plan	February 2023	\$1,500
Detailed Concept Design and Delivery Plan Submission Date	May 2023	
Council to review submissions	June- July 2023	
<b>Stage Three:</b> Award <i>Ephemera Acquisitive Prize</i> - Artist Agreement Signed	22 July 2023	\$36,000
<b>Stage Four:</b> Building and Engineering permits submitted by Artist to Council for approval	September 2023	\$27,000
Practical construction	October 2023	
<b>Stage Five:</b> Practical Completion - hand over of artwork by Artist to Council	June 2024	\$22,500
<b>Stage Six:</b> Handover Notes - Artist to supply maintenance manual to Council	Prior to 30 June 2024	\$4,500

10.3 The successful Applicant of the *Ephemera Acquisitive Prize* will be announced at the *Ephemera* Opening Event and notified in writing.

#### 11. EPHEMERA ACQUISITIVE PRIZE MONEY

11.1 The *Ephemera Acquisitive Prize* money of AUD \$90,000 excluding GST will be paid in stages to the awarded artist upon receipt of a valid invoice on completion of each stage.

11.2 The total *Ephemera Acquisitive Prize* money of AUD \$90,000 is non-negotiable.

11.3 Unless otherwise indicated, Artists at their own expense will deliver and unload the awarded artwork at the site specified in the Artist Agreement, if no site is specified in the Artist Agreement, our storage area.

11.4 Council will not permit any additional charges for the *Ephemera Acquisitive Prize*. Furthermore, Council will not approve additional pricing as a charge once an Artist Agreement had been awarded.

11.5 The awarded Artist must pay any additional costs, including:

- All expected travel, accommodation, meals, and incidentals expenses:
- All sub-contractor or sub-consultant fees and expenses and accommodation expenses.

11.6 The prize monies excludes the costs of the artwork footings and artwork label.

## **12. EVALUATION OF THE EPHEMERA ACQUISITIVE PRIZE APPLICATION**

- 12.1 Council will use the Evaluation Criteria to assess and evaluate applications in terms of demonstrated skills and experience relevant to creating a permanent public artwork and progressing to Stage Two: Developing a Detailed Concept Design and Delivery Plan.
- 12.2 The Selection Criteria are not listed in any particular order and are not necessarily exhaustive and may not be given equal weight.
- 12.3 Artist's *Ephemera Acquisitive Prize* application should be in sufficient detail to allow the Selection Panel to assess it on the assumption that we have no previous knowledge of your arts practice, abilities or experience.

## **13. EPHEMERA ACQUISITIVE PRIZE RESERVATIONS**

- 13.1 Council reserves the right at any time to:
- Accept, reject or exclude any *Ephemera Acquisitive Prize* application
  - Select one or more respondents to enter into negotiations or to submit further proposals to Townsville City Galleries
  - Accept all or part of any *Ephemera Acquisitive Prize* application: or
  - Appoint a successful respondent.

## **14. REJECTION OF EPHEMERA APPLICATION**

- 14.1 Council may reject an *Ephemera* application if:
- It is not lodged before the Due Date;
  - It does not comply with the requirements of the Specifications application or this Terms and Conditions; or
  - You or a group member canvass an elected member or Council officer relating to your *Ephemera* application.

## **15. COPYRIGHT**

- 15.1 The Artist must warrant that they are the owner of all copyright in the work proposed or has obtained all necessary permission for the uses of the work proposed.
- 15.2 Townsville City Galleries may reproduce the work or any part of it for the purposes of publicity and critical review, or for the creation of a non-commercial archive and non-lending reference or database.

## **16. SIGNAGE**

- 16.1 Townsville City Galleries will provide signage to identify each site and no further signage may be added to the site by the Artist/s or their representatives without prior consent from Townsville City Galleries.

## **17. INSTALLATION AND DEMOUNT**

- 17.1 Artists must be present for the installation period, Monday 17 July - Friday 21 July 2023, and will be allocated a specific day/time to carry out the installation of their artwork. In cases where this is not possible, artists must organise an installation team in consultation with Townsville City Galleries. Artists are asked to consider ease of installation and demount. Artists are also asked to bring their own tools and installation materials.



17.2 All artworks must remain on site until the completion of *Ephemera*, 8am Monday 7 August 2023.

17.3 Artists must be present for de-installation on Monday 7 August 2023.

## **18. SITE MANAGER AND AREA SUPERVISORS**

18.1 There will be a nominated Site Manager for *Ephemera: Seaside Sculptures 2023* and several Area Supervisors. The Site Manager and Area Supervisors will assist Artists with their installation planning. Three weeks prior to the installation period, Artists will be notified of their allocated Area Supervisor, and their allocated time to install their work.

## **19. TOWNSVILLE CITY GALLERIES ASSISTANCE WITH INSTALLATION/DEMOUNT**

19.1 Sites along The Strand where artworks are to be installed/ de-installed are determined to be work sites. All Artists are required to sign into the work site on arrival to install/ de-install their artwork. Artists must attend daily safety pre-start talks and wait for their Area Supervisor before beginning installation/de-install. Once their Area Supervisor has approved the completion of the installation/ de-install, or that work is complete for the day, the Artist must sign out of the work site before leaving.

19.2 Townsville City Galleries staff will also:

- Walk each Artist through the site.
- Discuss and confirm with the Artist the means of installation/de-installation and equipment requirements.
- Provide daily safety pre-start talks during install/ de-install
- Discuss and confirm with the Artist any line-markings and procedures for ground penetration/excavation prior to the Artist being confirmed to install/ de-install works that require ground penetration/ excavation
- Nominate the best access to the site from drop-off points. Artists must discuss access points with their Area Supervisor prior to driving any vehicle onto grassed areas or pathways on The Strand.
- Co-ordinate group meetings to discuss issues including installation.
- Organise volunteers to assist in installation/de-install where possible.

## **20. SITE MAINTENANCE**

20.1 Artists must ensure the surrounding area and associated assets are not altered in any lasting way when installing, exhibiting, or removing their artwork.

20.2 Artists must maintain their artworks in a presentable condition throughout the exhibition or have arranged for assistance to do so.

20.3 Due to the tropical climate of Townsville, the area along The Strand experiences strong winds and rain, Artists must take these environmental factors into consideration when planning their artwork.

20.4 Artworks must not affect or permanently damage the natural environment, including when secured to the site

## **21. WORK HEALTH AND SAFETY**

21.1 All Artists, unless deemed in writing by Council, must be registered in Townsville City Council's Contract Management System (CMS) prior to having their Artist Agreement countersigned by Townsville City Galleries.

- 21.2 All Artists must complete an online WH&S Briefing, prior to install.
- 21.3 During Install/de-install Artists must attend daily safety pre-start talks provided by Townsville City Galleries.
- 21.4 All Artists whose artwork requires ground penetration or ground excavation must indicate this requirement in their artwork application. Artist will be required to comply with Townsville City Council's Excavation and Ground Penetration Procedure. Townsville City Galleries staff will assist Artists in this matter.
- 21.5 Artists are required to consider the safety of their artwork before submitting an entry.
- 21.6 In signing the application form, Artists give consent for Townsville City Galleries to move/remove any artwork at their discretion and for any reason, including but not limited to public safety, damage, or potential damage.

## **22. EXHIBITION SECURITY**

- 22.1 Artists are welcome to monitor their work during the exhibition period.
- 22.2 For the duration of the sixteen-day festival, the site will be invigilated by Artists, Townsville City Galleries staff and volunteers, Strand security, as well as Townsville Police when required.
- 22.3 Ephemera artworks will be viewable 24-hours a day, and as such, it is the responsibility of the Artist to ensure their artwork is secured as best as possible to prevent theft or damage etc.

## **23. INSURANCE AND INDEMNITY**

- 23.1 The Artist agrees that the artwork is exhibited at their own risk. Galleries will exercise all reasonable care in handling artworks but will not be responsible for any loss or damage whilst in their custody or on public display.
- 23.2 Townsville City Council has Public Liability Insurance in place to protect its own interest, however, the Artist is advised to maintain their own insurance cover against loss, damage, theft, and possible destruction of the artwork for the duration of the exhibition period including installation and de-installation.
- 23.3 Participating Artists are required to demonstrate to Townsville City Council that they have secured Public Liability Insurance to the value of AUD \$20,000,000 (twenty million Australian dollars), as well as Transit Insurance to protect their own interests.
- 23.4 Participating Artists are required to demonstrate to Townsville City Council that they have secured third-party Comprehensive Motor Vehicle Insurance for each vehicle used by the Artist for the purpose of exhibiting in *Ephemera*, including installation and de-installation at The Strand.
- 23.5 Participating Artists are required to demonstrate to Council that they have Worker's Compensation Insurance in respect of the Artist's personnel as required by law, or for a sole trader, adequate personal injury insurance.
- 23.6 Artists can access affordable Public Liability Insurance as part of NAVA's Premium Plus membership. For further information, visit: [visualarts.net.au/shop/products/premium-plus](http://visualarts.net.au/shop/products/premium-plus). Artists can also access affordable Public Liability Insurance through Local Community Insurance Services. For further information, visit: [www.localcommunityinsurance.com.au](http://www.localcommunityinsurance.com.au).

## 24. INFORMATION DESK

- 24.1 An Information Desk will be set up along The Strand to assist visitors in offering directions, and information about the artworks on display, and to promote the public programs.
- 24.2 The Information Desk is staffed by the Townsville City Galleries team, volunteers, and participating *Ephemera* Artists.
- 24.3 Artists who are selected for the 2023 exhibition will be required to assist at the Information Desk, and entry into *Ephemera* is deemed acceptance to complete a minimum of one shift.
- 24.4 Such activity offers the public direct engagement with participating Artists, who are in turn able to gain satisfaction by interacting with the community.

## 25. KEY DATES

Application Due Date	10am Tuesday 1 November 2022
Successful Applicants Notified	5pm Tuesday 22 November 2022
Behind the scenes video and catalogue image finalised	10am Thursday 6 April 2023
Compulsory WH&S Briefing	prior to Friday 30 June 2023
Installation Dates	Monday 17- Friday 21 July 2023
Exhibition Dates	Saturday 22 July – Sunday 6 August 2023
Artist Meet and Greet	Friday 21 July 2023
Opening Evening	6pm Saturday 22 July 2023
Artists Walking Tour	Saturday 22 July 2023
De-install	Monday 7 August 2023

