

Chromatics:

A Celebration of African American Art

The Kelly Fitzpatrick Memorial Gallery invites you to join us in this celebration of African American art! We welcome any medium and a variety of subject matter. As always, there is no fee to submit or enter, and priority will be given to Alabama and Southeastern artists.

Please join us for this exciting exhibition!

Guidelines:

1. Each artist must submit a photo of each entry for review, up to nine (9) entries. Photos and descriptions may be emailed to Exhibits@TheKelly.org, or mailed via a jump drive to us at PO Box 641, Wetumpka AL 36092 to be received by **December 15, 2022**. Please also include the application form and a signed Exhibition Agreement with your submission.
2. Artists will be notified by email or phone call of the items selected for this exhibition on or before **December 22, 2022**.
3. Art should be delivered to the Kelly at 124 Company Street, Wetumpka, AL 36093 on **January 6, 2023**. If you are unable to deliver your art, please contact us at 334-328-6446 to make arrangements for it to be picked up.
4. If you have a short artist biography, please submit it with your artwork. If you do not, we will contact you for more information.
5. A *twenty-five percent (25%)* donation to The Kelly will be deducted from any sales during this exhibit. The 25% includes the costs of credit card fees. If you have any pieces that are for display only and not to be sold, please notate clearly on the application form.

Important Dates:

Application Deadline: December 15, 2022
Art Delivery Date: January 6, 2023
Exhibition Dates: January 10 – March 10
Reception: January 12, 2023

Send Applications to:

The Kelly Fitzpatrick Memorial Gallery
PO Box 641
Wetumpka, AL 36092

Email: Exhibits@TheKelly.org

Phone: (334)478-3366

Website: TheKelly.org

Artist Information

Artist Name _____

Artist Website (if any): _____

Mailing Address: _____

Phone Number: _____

Email: _____

Preferred Way to be
Contacted:

Call Text Email Other: _____

All artworks **must** have gallery wire installed (except for 3D artworks) in order to be accepted, thank you.

Artwork Entry Information

Artwork Title: _____

* Medium: _____

* Size: _____

* Year Created: _____

* For Sale? Yes No

* Sale Price: _____ \$

(25% commission will be charged, if sold)

* Insured Value (if NFS): _____ \$

Drop Off Date: _____

Sold:

Artist Pick Up:

Artwork Title: _____

* Medium: _____

* Size: _____

* Year Created: _____

* For Sale? Yes No

* Sale Price: _____ \$

(25% commission will be charged, if sold)

* Insured Value (if NFS): _____ \$

Drop Off Date: _____

Sold:

Artist Pick Up:

Artwork Title: _____

* Medium: _____

* Size: _____

* Year Created: _____

* For Sale? Yes No

* Sale Price: _____ \$

(25% commission will be charged, if sold)

* Insured Value (if NFS): _____ \$

Drop Off Date: _____

Sold:

Artist Pick Up:

Artwork Entry Information Continued

Artwork Title: _____	
* Medium: _____	
* Size: _____	* Year Created: _____
* For Sale? <input type="checkbox"/> Yes <input type="checkbox"/> No	* Sale Price: _____ \$
<i>(25% commission will be charged, if sold)</i>	* Insured Value (if NFS): _____ \$
Drop Off Date: _____	<input type="checkbox"/> Sold: <input type="checkbox"/> Artist Pick Up:

Artwork Title: _____	
* Medium: _____	
* Size: _____	* Year Created: _____
* For Sale? <input type="checkbox"/> Yes <input type="checkbox"/> No	* Sale Price: _____ \$
<i>(25% commission will be charged, if sold)</i>	* Insured Value (if NFS): _____ \$
Drop Off Date: _____	<input type="checkbox"/> Sold: <input type="checkbox"/> Artist Pick Up:

Artwork Title: _____	
* Medium: _____	
* Size: _____	* Year Created: _____
* For Sale? <input type="checkbox"/> Yes <input type="checkbox"/> No	* Sale Price: _____ \$
<i>(25% commission will be charged, if sold)</i>	* Insured Value (if NFS): _____ \$
Drop Off Date: _____	<input type="checkbox"/> Sold: <input type="checkbox"/> Artist Pick Up:

Artwork Title: _____	
* Medium: _____	
* Size: _____	* Year Created: _____
* For Sale? <input type="checkbox"/> Yes <input type="checkbox"/> No	* Sale Price: _____ \$
<i>(25% commission will be charged, if sold)</i>	* Insured Value (if NFS): _____ \$
Drop Off Date: _____	<input type="checkbox"/> Sold: <input type="checkbox"/> Artist Pick Up:

Send application and questions to:
Exhibits@TheKelly.org

**KELLY FITZPATRICK MEMORIAL GALLERY
EXHIBITION AGREEMENT**

Name _____, hereafter referred to as the Exhibitor.

In consideration of The Kelly Fitzpatrick Memorial Gallery (The Kelly, or Museum) allowing the exhibitor, to exhibit artwork either online or on the premises of The Kelly's as a means of promoting the arts to the citizens of Wetumpka and the public, The Exhibitor, desiring to voluntarily participate in this Exhibit, does hereby acknowledge and agree as follows:

The Kelly has the right to deny the exhibition of any particular piece of art or artwork, if in its sole discretion, it is deemed unsuitable for any reason to be displayed online or on its property.

Upon Museum approval of both the shipper and methods of shipment, the Museum will insure the Object(s) under its Fine Arts Insurance policy wall-to-wall for the amount specified on the attached inventory against all risks of physical loss or damage from external causes while in transit and on location during the period of this loan; provided, however, that if the Object(s) shall have been industrially fabricated or fabricated with industrially manufactured parts, and can be replaced to the artist's specifications, the amount of insurance shall be limited to the cost of replacement. If no value is listed on the reverse side, maximum coverage shall be the fair market value of the Object(s) at the time of loss or damage as determined by an appraisal from a mutually agreed upon expert.

The Museum's insurance policy contains the standard exclusions for loss or damage due to war, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and/or trade, nuclear damage, wear and tear, gradual deterioration, moths, vermin and inherent vice, and for damage sustained due to and resulting from any repairing, restoration or retouching process unless caused by fire and/or explosion.

The Lender agrees that, in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing the Museum, each of the Participating Museums, and the trustees, officers, agents, and employees of the Museum and any Participating Museums from liability for any and all claims arising out of such loss or damage.

If the Lender chooses to maintain its own insurance, the Museum must be supplied with a certificate of insurance naming the Museum and each of the Participating Museums as an additional insured or waiving subrogation against the Museum and each of the Participating Museums. If the Lender shall fail to supply the Museum with such a certificate, this loan agreement shall constitute a release of the Museum and each of the Participating Museums from any liability in connection with the Object(s).

The Museum is not responsible for any error or information deficiency furnished to the Lender's insurer or for any lapses in coverage. The Museum will not be liable for any misrepresentation of ownership or attribution. Government regulations will be adhered to in international shipments. As a rule, each party is responsible for adhering to its country's import/export requirements.

I do hereby authorize The Kelly, and their agents and assigns, to take and use photographs of my artwork for the purposes of preparing a catalog (either printed or on-line) and publicizing this event, in such manner and at such times as it deems appropriate. No other reproduction of the artwork is authorized.

Furthermore, I, individually and for my heirs and assigns, do voluntarily waive, release, hold harmless, discharge, and indemnify The Kelly, from any and all claims that I, and/or my heirs or assigns, may have in the

future, including but not limited to property damage, that I may incur as a result of my participation in the Exhibit, whether directly connected to these activities or not, however caused, or as a result of the condition of the premises where the Exhibit occurs.

Finally, I do hereby agree to remove my artwork from the Kelly's premises within 30 days from the last date of public display for the Exhibit. My failure to remove my artwork in 30 days shall mean that I have decided to convey the artwork to The Kelly as consideration for their displaying the art during the Exhibit. Should that event so occur, I do hereby grant, bargain, sell, and convey all my right, title, and interest in and to the artwork which is subject of this agreement unto the Kelly outright and in fee simple absolute, for them, their successors and assigns, to have and to hold forever, free from all contingencies and encumbrances thereon. This paragraph shall be null and void and of no force or effect should I remove my artwork within the allotted time following the end of the Exhibit.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE KELLY.

I am over the age of nineteen and am signing this Agreement voluntarily and of my own free will, fully intending to be bound by its terms. Dated this the _____ day of _____, 2022.

Witness

Exhibitor