

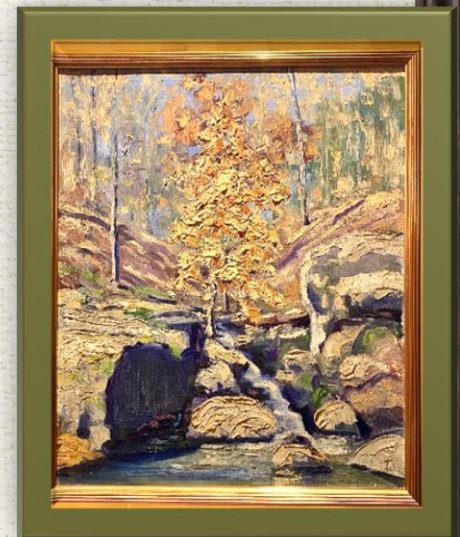
# Calling all art collectors for entries!

## COLLECTORS AND COLLECTIONS III

Do you have beautiful, notable, distinctive art that you would like to share with others? The Kelly Fitzpatrick Memorial Gallery invites you to join the inaugural exhibition in our new location at 301 Hill Street in downtown Wetumpka! We are showcasing the art that The Kelly was built on and are accepting various mediums and subject matters from notable artists from this area and beyond.

### GUIDELINES:

1. Each collector must submit an application form and submit a photo of each entry for review, up to nine (9) entries by **February 15, 2023**.
  - a. 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.
  - b. Please also include the application form and a signed Exhibition Agreement with your submission.
2. Collectors will be notified by email or phone call of the items selected for this exhibition by February 22, 2023.
3. Art should be delivered to The Kelly at 301 Hill Street, Wetumpka, AL 36092 on **March 13<sup>th</sup> or 14<sup>th</sup>**. If you are unable to deliver your art, please contact us at (334)478-3366 or Exhibits@TheKelly.org to make other pick-up arrangements.
4. If you have a short biography or story of the artist(s) that corresponds with your entries, please submit with your application.
5. If you intend to sell any of your artworks, 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. Please notate clearly on the application form whether each object is for sale or for display only.



### IMPORTANT DATES:

Applications Due:	February 15, 2023
Acceptance Notification:	February 22, 2023
Art Take In:	March 13 <sup>th</sup> & 14 <sup>th</sup> , 10am - 5pm
Exhibition Opens:	March 17, 2023
Reception:	March 23 from 5:30pm - 8:00pm
Exhibition Closes:	May 19, 2023
Art Pick Up:	May 20 <sup>th</sup> & 22 <sup>nd</sup>

*Send Applications to:*

**The Kelly Fitzpatrick Gallery**

PO Box 641,  
Wetumpka, AL 36092

**Email:**

Exhibits@TheKelly.org

**Website:** thekelly.org

**Phone:** (334) 478-3366

**KELLY FITZPATRICK CENTER FOR THE ARTS  
EXHIBITION AGREEMENT**

Name \_\_\_\_\_, hereafter referred to as the Exhibitor.

In consideration of The Kelly Fitzpatrick Center for the Arts (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 \_\_\_\_\_, 2023.

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Witness

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Exhibitor