

The Kelly Fitzpatrick Center for the Arts

# ALABAMA WILDLIFE FINE ART COMPETITION

Brought to you by Alabama Wildlife Federation | LIV Development | The Kelly

The Kelly, in conjunction with the Wetumpka Wildlife Arts Festival, is excited to announce year two of a juried fine art competition sponsored by The Alabama Wildlife Federation and LIV Development. The contest will be held at The Kelly Fitzpatrick Center for the Arts and will coincide with the Art Gone Wild exhibition running from October 1 to November 22, 2024. The goal of the competition is to increase awareness and appreciation of Alabama's wildlife as well as recognize outstanding artistic talent.

### ELIGIBILITY:

- Open to all U.S. residents at least 18 years of age.
- Work must be original, signed by the artist, and produced within the last two years.
- Artwork cannot be copied from copyrighted materials.
- The Alabama Wildlife Fine Art Competition is a Juried Show. The Kelly reserves the right to disallow the exhibition or sale of any item, which in the opinion of The Kelly is detrimental to the shows image or does not comply with show rules.

### CATEGORIES:

Art <u>must</u> represent one or more of the following native species:

Green-winged TealBlue-winged TealSharp-shinned HawkCinnamon TealMallardEastern Wild TurkeyWood DuckPintailCoopers HawkRedheadCanvasbackNorthern BobwhiteMourning DoveStart Start St

### SEND APPLICATIONS TO:

The Kelly Fitzpatrick Center for the Arts PO Box 641, Wetumpka, AL 36092 Email: Exhibits@TheKelly.org Phone: (334) 478-3366

### THEKELLY.ORG

#### AWARDS:

- "Best of Show" Purchase Award: \$10,000 • "Award of Excellence" Purchase Award: \$5.000 • \$750
- Three Merit Awards:

Purchase awards become the property of The Alabama Wildlife Federation, including copyright and all that it entails, such as marketing and reproduction rights. Award-winning artwork may be used in future promotional materials or for use in fundraising campaigns.

#### **GUIDELINES:**

- Artworks must be two-dimensional in traditional mediums, such as oil, acrylics, watercolor, pastels, gouache, graphite, ink, mixed media, etc. No digital media, photography, prints or reproductions.
- Each piece must be either framed or gallery-wrapped, and all artworks must be equipped for hanging with gallery wire. Lack of wire will disgualify the piece from the contest. Please note that, unlike a studio wrapped canvas, a gallery wrapped canvas must have canvas that covers the entire frame, is at least 1.5 inches thick, and its staples or fasteners are hidden.
- Artwork must be at least 16" by 20" and no larger than 60" by 60". Artists may submit up to two entries. •
- The artist must fill out an application form with their entries that include artist name, title of artwork, medium, year • created, and sales price. Each artist must submit a labeled photo of each entry with their application to exhibits@thekelly.org by August 15, 2024.
- Jurors will select works based on eligibility of subject matter, skill, accuracy, and visual appeal. •
- Artists will be notified by email or phone call of the items selected for this exhibition by August 30th. •
- Art should be delivered to The Kelly at 301 Hill Street, Wetumpka, AL 36092 on September 20th or 21st. If you • are unable to deliver your art, please contact us, and we will make arrangements.
- Art will be held from sale until after the competition is judged and the winner is announced. A twenty-five percent • (25%) donation to The Kelly will be deducted from any sales during this exhibit. Art should be priced accordingly. The 25% donation does not apply to purchase awards.

#### IMPORTANT DATES:

Applications Due:	August 15 <sup>th</sup>
Acceptance Notification:	August 30th
Art Take In:	Sept 20th and 21st, from 10:00am – 5:00pm
Exhibition Opens:	October 1 <sup>st</sup>
Reception:	October 3 <sup>rd</sup> , 5:30pm – 8pm
Winners Announcement:	October 18 <sup>th</sup>
Exhibition Closes:	November 22 <sup>nd</sup>
Art Pick Up:	November 23 <sup>rd</sup> and 25 <sup>th</sup>

#### 301 HILL STREET, WETUMPKA, AL 36092



# **ARTWORK INTAKE FORM**

The Kelly Fitzpatrick Center for the Arts 301 Hill Street, Wetumpka AL 36092 0: (334)478-3366

# **ARTIST INFORMATION**

Artist Name					
Artist Website (if any):					
Mailing Address:					
Phone Number:					
Email:					
Preferred Way to be Contacted:	Call	ПТ	ext	Email	Other:

All artworks must have gallery wire installed (except for 3D artworks), thank you.

All artworks must also have an insured value notated, regardless of if it is for sale or not. Thank you.

Artwork Information			
Artwork Title:			
* Medium:			* Year Created:
* Artwork Size:			* Frame Size:
* For Sale?	☐ Yes	🗌 No	* Sale Price/Insured Value: \$
			(25% commission will be charged, if sold)
Drop Off Date:			□ Sold: □ Artist Pick Up:
Artwork Title:			
* Medium:			* Year Created:
* Artwork Size:			* Frame Size:
* For Sale?	🗌 Yes	🗌 No	* Sale Price/Insured Value:
			(25% commission will be charged, if sold)
Drop Off Date:			Sold: Artist Pick Up:



# **EXHIBITION AGREEMENT**

Name: \_

\_, hereafter referred to as the Exhibitor.

In consideration of The Kelly Fitzpatrick Center for the Arts (hereafter referred to as The Kelly) allowing the exhibitor to exhibit artwork either online or on the premises of The Kelly 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.

The Kelly 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 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 Kelly'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 Kelly is not responsible for prior damage nor damage incurred from material defects present prior to physical receipt and acceptance of the artwork by The Kelly.

The Exhibitor 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 Kelly, each of the Participating Kellys, and the trustees, officers, agents, and employees of The Kelly and any Participating Kellys from liability for any and all claims arising out of such loss or damage.

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

The Kelly is not responsible for any error or information deficiency furnished to the Exhibitor's insurer or for any lapses in coverage. The Kelly 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.

The Exhibitor does hereby authorize The Kelly, and their agents and assigns, to take and use photographs of their 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, the Exhibitor, individually and their heirs and assigns, does voluntarily waive, release, hold harmless, discharge, and indemnify The Kelly, from any and all claims that the Exhibitor and/or their heirs or assigns, may have in the future, including but not limited to property damage, that the Exhibitor may incur as a result of their 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, the Exhibitor does hereby agree to remove their artwork from The Kelly's premises <u>within 90 days</u> from the last date of public display for the Exhibit. The Exhibitor's failure to remove their artwork in 90 days shall mean that they have decided to convey the artwork to The Kelly as consideration for their displaying the art during the Exhibit. Should that event so occur, the Exhibitor does hereby grant, bargain, sell, and convey all their 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 the Exhibitor remove their artwork within the allotted time following the end of the Exhibit.

## I, THE EXHIBITOR, 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, the exhibitor, 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 \_\_\_\_\_\_, 2024.

Witness

Exhibitor

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above						
Is on page 3.	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)					
type	Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►						
Print or type ic Instruction	<ul> <li>single-member LLC</li> <li>Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶</li> <li>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that</li> <li>Other (see instructions) ▶</li> <li>5 Address (number, street, and apt. or suite no.) See instructions.</li> </ul>						
ecif		Applies to accounts maintained outside the U.S.)					
See <b>Sp</b>	5     Address (number, street, and apt. or suite no.) See instructions.     Requester's name and address (optional)						
0)	6 City, state, and ZIP code						
	7 List account number(s) here (optional)						
Par	t I Taxpayer Identification Number (TIN)						
		rity number					
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>						

TIN, later.			-
Note: If the account is in more than one nar	me, see the instructions	for line 1. Also see Wha	t Name and
Number To Give the Requester for quideline	es on whose number to e	enter	

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of		
Here	U.S. person ►		

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

or

Employer identification number

• Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.