## HOLIDAY ARTISTS MARKET

Join us for our annual Holiday Artist Market, where we invite artists to exhibit and sell their fine arts, handmade crafts, and other artistic labors of love. Bring your art, and The Kelly will handle the display and sales. There is no theme; just whatever you think might make great gifts!

#### JURIED MARKET RULES

This will be a juried market, so please understand space is limited and not all of your entries will be chosen. The Kelly has limited space and storage; thus, artwork(s)/object(s) are juried based on quantity and other similar objects. Artwork(s)/object(s) dropped off without The Kelly's prior approval, notification, or consent will not be displayed and instead be returned to the Artist.



#### COST:

Participation is free for members of The Kelly (any membership level). All others pay a \$25.00 set up fee.



#### ORIGINAL ART AND CRAFT WORKS ACCEPTED:

- 1. All art, prints, and/or craft work(s) must be created by the applicant—no reproductions or use of other people's works.
- 2. Crafts that take a pre-existing material (ex. figurines, silverware, retail items, etc.) and change it into a different form may be acceptable so long as the object is <u>appreciably</u> altered by the artist, to be approved on a case-by-case basis.
- 3. Use of generative Al art is not permitted.



#### **COMMISSION:**

A twenty-five percent (25%) donation to The Kelly will be deducted from any sales during this exhibit.



#### APPLYING:

- 1. Artists <u>MUST</u> submit an application and photos of their entries, which may be emailed to Exhibits@TheKelly.org, submitted online at <a href="https://thekelly.org/exhibitions/exhibit-application">https://thekelly.org/exhibitions/exhibit-application</a>, or a jump drive mailed to PO Box 641, Wetumpka AL 36092. Please ensure submissions are received by October 26th.
- 2. Artists will be notified by email or phone on or before November 1st if they have been accepted and which pieces.
- 3. Accepted art should be delivered to The Kelly at 301 Hill Street, Wetumpka, AL 36092 on November 10<sup>th</sup> & 11<sup>th</sup>. If you are unable to deliver your art at this time, please contact us to make other arrangements prior to these dates. If art is delivered after this date, we are not able to guarantee display space.



#### **IMPORTANT DATES:**

Applications Due: October 26th Exhibition Dates: November 20<sup>th</sup> - December 24<sup>th</sup>

Acceptance Notification: November 1st Reception: November 20<sup>th</sup> from 5:00pm - 7:30pm

Art Take In: November 10th & 11th Art Pick Up: December 29th & 30<sup>th</sup>



#### ARTIST MARKET APPLICATION

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

	CONTACT	INFORM	ATION
Name			
Mailing Address:			
Phone Number:			
Email:			
	☐ I am a Kelly memb	er (fee waived)	☐ I am not a Kelly member (\$25)
-	-	<u>-</u> '	ou may make a check out to "The Kelly", or pay in-person during Drop Off.
PR	OPOSED WOR	K TO BE	DISPLAYED
Type of Work:  (e.g. 8x10 paintings, prin	nts, cards, pottery, etc.)		
Quantity Available:			\$
- Quarterly / (Validabile)		Care i meer	
Type of Work:  (e.g. 8x10 paintings, prin	ts, cards, pottery, etc.)	Size(s):	
Quantity Available:			\$
Type of Work:			
(e.g. 8x10 paintings, prin	ts, cards, pottery, etc.)	Size(s):	
Quantity Available:		Sale Price:	\$
Type of Work:	to carde nottery etc.		
(e.g. 8x10 paintings, prin	is, cards, pollery, elc.)	Size(s):	
Quantity Available:		Sale Price:	\$

Type of Work:		
(e.g. 8x10 paintings, prints, cards, pottery, etc.)	<u> </u>	
	Size(s):	
Quantity Available:	Sale Price:	\$
Type of Works		
Type of Work:  (e.g. 8x10 paintings, prints, cards, pottery, etc.)		
	Size(s):	
Quantity Available:	Sale Price:	\$
Type of Work:  (e.g. 8x10 paintings, prints, cards, pottery, etc.)		
(e.g. 6x 10 paintings, prints, cards, pottery, etc.)	Size(s):	
Quantity Available:		\$
Courting 1 trainable.		
Type of Work:		
(e.g. 8x10 paintings, prints, cards, pottery, etc.)	Size(s):	
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Quantity Available:	Sale Frice.	\$
Type of Work:		
(e.g. 8x10 paintings, prints, cards, pottery, etc.)	Size(s):	
	, ,	
Quantity Available:	Sale Price:	\$
Type of Work:		
(e.g. 8x10 paintings, prints, cards, pottery, etc.)	O: ()	
	Size(s):	
Quantity Available:	Sale Price:	\$
Time of Media		
Type of Work:  (e.g. 8x10 paintings, prints, cards, pottery, etc.)		
32, 4 22, 22, 22, 22, 22, 22, 22, 22, 22,	Size(s):	
Quantity Available:	Sale Price:	

## HOLIDAY ARTISTS MARKET

### **VOLUNTEER SIGN UPS**

We encourage participating artists to volunteer to staff the gallery during the Holiday Artist Market, and we thank you for any time you are able to gift! Volunteers greet visitors and check out customers, which we are more than happy to walk you through.

Morning Shifts are from 10:00am - 1:00pm, and Afternoon Shifts are from 1:00pm - 5:00pm.

Name:	Contact:

Tuesday	Wednesday	Thursday	Friday	Saturday	
			21	22	
			□ Morning □ Afternoon	<ul><li>☐ Morning</li><li>☐ Afternoon</li></ul>	
25	26	27	28	29	
□ Morning □ Afternoon	□ Morning □ Afternoon	THANKSGIVING (Closed)	□ Morning □ Afternoon	☐ Morning☐ Afternoon	

Tuesday	Wednesday	Thursday	Friday	Saturday
2	3	4	5	6
□ Morning □ Afternoon			□ Morning □ Afternoon	□ Morning □ Afternoon
9	10	11	12	13
□ Morning □ Afternoon	☐ Morning☐ Afternoon			
16	17	18	19	20
□ Morning □ Afternoon	☐ Morning☐ Afternoon			
23	24			
☐ Morning☐ Afternoon	□ Morning			





Name:

#### **EXHIBITION AGREEMENT**

hereafter referred to as the Exhibitor.

In	consideration	n of The Kell	y Fitzpatrick	Center	for the Arts	(hereafter	referred t	o as	The Kelly)	allowing	the
e	xhibitor to exh	ibit artwork e	either online o	or on the	premises of	The Kelly	as a mear	s of I	oromoting <sup>1</sup>	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 within 90 days 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.

	or, am over the age of ninet g to be bound by its terms.	een and am signing	this Agreement	voluntarily and of my owr	i tree will
	Dated this the	day of		, 2024.	
Witness			Exhibitor		