

Outside may be cold and grey, but at The Kelly, art is in bloom! We invite artists and collectors alike to let your creativity sprout in an art exhibition flush with the blossoms and buds of florals, flowers, botanicals, and everything that "blooms". We welcome still lives, wildflower fields, bouquets, or even creative interpretations on flowers and blooms.

ARTWORK RULES:

- 1. **THEME:** "Art in Bloom" is a themed exhibition that is open to public entry. Entries must fit the theme of florals, botanicals, and blooms, but artistic interpretations on this theme are allowed. Any visual medium is acceptable.
- 2. **ORIGINALITY:** Artwork should be exclusively created by the submitting artist(s) from a concept or composition originally conceived by that artist(s) from draft to completion. If using copyrighted, licensed, or other reference materials (including permissive use or reference photos not owned by you), please refer to our "Originality and Copyright Infringement Rules" (page 2) for specific guidelines and restrictions.
- 3. **READY TO HANG:** 2D artworks must be either framed or gallery-wrapped, and all 2D artworks must have gallery wire installed for hanging.

EXHIBITION GUIDELINES:

- 1. **ENTRIES:** Each artist may submit up to six (6) entries and must submit a photo of each entry with their application for review. Please understand that space is limited and depending on space constraints, acceptance cannot be guaranteed.
- 2. **FEES:** There are no submission fees. There is a <u>flat rate fee of \$25 per artist</u> if your submission(s) is/are accepted, which is due upon Drop Off. However, entry fees are WAIVED for membered Kelly artists of any membership level. Memberships are available for as low as \$50 a year, so if you intend to enter multiple exhibitions, we encourage you to consider becoming a Kelly member.
- 3. **HOW TO APPLY:** Applications, photos, and optional didactic texts (up to 50 words per artwork) may be:
 - Emailed to Exhibits@TheKelly.org,
 - Online at https://thekelly.org/exhibitions/application,
 - Mailed to PO Box 641, Wetumpka AL 36092, or
 - <u>Dropped off</u> into the Registrar's receiving box at our office at 301 Hill Street, Wetumpka.

Entries received any other way are NOT considered valid. This includes entries sent via text, Facebook messenger, or any other delivery method. Please ensure your artwork photos are high quality, well-lit, in frame, and labeled with your name and the artwork title.

- 4. **NOTIFICATION:** Artists will be notified by email by <u>December 23rd</u> if they have been accepted or not and which pieces.
- 5. **ART DROP OFF:** Art should be delivered to The Kelly at 301 Hill Street, Wetumpka, AL 36092 on <u>December 29th & 30th</u>. Please only bring the accepted artworks. The Kelly reserves the right to refuse any artwork that does not match the submitted entry or does not have gallery wire installed (if 2D). If you are unable to deliver your art during these times, please let us know prior to this date to make other arrangements.
- 6. **COMMISSION:** A twenty-five percent (25%) donation to The Kelly will be deducted from any sales during this exhibit. If you have any pieces that are for display only and not to be sold, please notate clearly on the application form.
- 7. **ART PICK UP:** Artwork that has not been sold should be picked up on <u>February 28th</u>. If you or an authorized person are unable to pick up on that date, please contact us to make alternate arrangements. Any artwork not removed within <u>90 days</u> from the pickup date <u>May 28th</u> shall be considered an unrestricted donation to The Kelly.



ORIGINALITY AND COPYRIGHT INFRINGEMENT RULES

- 1. **ORIGINALITY:** Artwork should be exclusively created by the submitting artist(s) from a concept or composition originally conceived by that artist(s) from draft to completion. If using copyrighted, licensed, or other reference materials, please refer to the language below for specific guidelines and restrictions.
- 2. **COPYRIGHT INFRINGEMENT:** Copyright infringement of any kind is not acceptable. This would include artwork produced using imagery or materials from someone else's creation (drawings, paintings, photographs, artwork created with classroom instruction, etc.) without the original artist/owner's express written permission.
 - o **Permissive Use and Credit:** If your artwork is the result of permissive use of someone else's creation or instruction, the artwork must include credit to the original artist and/or copyright holder, such as: "Study of Jane Smith's Still Life Painting" or "Image Credit: iStock/Getty Images" or "Workshop Credit: John Doe."
 - The requirement for either written permission or imagery credit does not apply to:
 - Historical photographs (generally 50+ years ago, unless the original photographer or their estate renewed the copyright),
 - Works within public domain,
 - Images with the Creative Commons Zero designation, or
 - Per "Fair Use" doctrines, transformative works.
- 3. **ACCEPTABLE REFERENCE PHOTO USAGE:** Artists may use their own photos or reference materials without restriction. Artists using other sources of reference materials should ensure that they are using ethically-sourced materials that are free of copyright, royalty, or other intellectual property rights. No direct copies of reference images are allowed, unless the artist provides The Kelly with proof of permission or proof of licensing purchase from the copyright owner.

The Kelly will consider artwork using stock or reference images as <u>transformative</u> — and thus does not need to be credited — if the artist:

- Significantly alters the artwork's final composition from the original reference photo, to be judged on a case-by-case basis. Generally, artwork should deviate from a single reference photo by at least 50%; OR,
- Appreciably alter the artwork's final composition using multiple different reference materials to create an entirely original composition.
- 4. **AI USAGE:** Artwork or reference imagery generated by Artificial Intelligence (AI) are not permitted. Entry/submission photos or digital art enhanced by AI are also not permitted.

IMPORTANT DATES:

Applications Due: December 21, 2025

Acceptance Notification: December 22nd & 23rd

Art Drop Off: December 29th & 30th from 10:00am - 5:00pm

Exhibition Opens: January 13, 2026

Reception: January 15th from 5:00pm - 7:00pm

Exhibition Closes: February 27, 2026

Art Pick Up: February 28th from 10:00am - 5:00pm

CONTACT INFO:



The Kelly Fitzpatrick Center for the Arts

301 Hill Street | PO Box 641 Wetumpka, AL 36092

Email: Exhibits@TheKelly.org

Phone: (334) 478-3366

Website: TheKelly.org



ARTWORK REGISTRATION 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):						
Full Mailing Address						
Phone Number:						
Email:						
Preferred Way(s) to be Contacted: Call	☐ Text ☐ Email					
,	of the below submitted artworks, and I agree to indemnify and hold The all from potential copyright infringement or infringement of third-party or for sale at The Kelly.					
Artist Signature						
ARTWORK	INFORMATION					
Artwork Title:						
* Medium:	* Year Created:					
* Artwork Size:	* Frame Size (HxW):					
☐ For Sale? Price: \$ (25% commission will be charged, if sold)	☐ NFS? Insured Value: \$					
Reference Imagery Source						
☐ Original Photo/Design by Artist	☐ On Site or En Pleir Air					
Person/Model with Permission:	Workshop, to be credited as:					
□ Written □ Oral □ Open Stud	dio ^{LL}					

Please ensure all accepted 2-D artworks have gallery wire installed. You may visit our FAQ for artwork submissions online at TheKelly.org/Exhibitions/Opportunities

ARTWORKI	NFORMATION				
Artwork Title:					
* Medium: *	Year Created:				
* Artwork Size:	Frame Size (HxW):				
☐ For Sale? Price: \$ (25% commission will be charged, if sold)	☐ NFS? Insured Value:				
Reference Ir	magery Source				
☐ Original Photo/Design by Artist	☐ On Site or En Pleir Air				
Person/Model with Permission: Written Oral Open Studio Photo with permission or license from copyright owner, to be credited as:	Workshop, to be credited as:				
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Artwork Title:					
* Medium: *	Year Created:				
* Artwork Size:	Frame Size (HxW):				
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Person/Model with Permission: Written Oral Open Studio Photo with permission or license from copyright owner, to be credited as:	Workshop, to be credited as:				
ARTWORKIN	NFORMATION				
Artwork Title:					
* Medium: *	Year Created:				
* Artwork Size:	Frame Size (HxW):				
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Reference Imagery Source					
☐ Original Photo/Design by Artist	☐ On Site or En Pleir Air				
Person/Model with Permission: Written Oral Open Studio Photo with permission or license from copyright owner, to be credited as:	Workshop, to be credited as:				



EXHIBITION AGREEMENT

Name:,	hereaft	er re	terred	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 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 ning ag to be bound by its term	5 5	eement voluntarily and of my own free will,
	Dated this the	day of	, 2025.
Exhibitor/A	rtist Signature	Witness	