

# Western Art Gallery – Art Show and Sale

## Terms and Conditions

**Deadline for Applications: January 4, 2011**

**Notification of Acceptance into Western Art Gallery: March 19, 2011**

**For questions about the Western Art Gallery Applications, please contact our artist Liaisons:**

**Name:** Hilary Hutton

**Email:** [gallery@westernshowcase.com](mailto:gallery@westernshowcase.com)

**Phone:** (403) 886-2478 (long distance from Calgary)

Artists submitting an application to the Western Art Gallery for consideration to participate in the annual Gallery exhibit and sale are expected to read these terms and conditions carefully. All artists accepted into the show will be expected to abide by these terms and conditions.

**PLEASE NOTE:** All applications and images must be submitted by the deadline in order to be considered by the Western Art Gallery Committee. While we prefer artists to use our on-line forms, to request a mail-in application, please contact the artist liaison listed above.

### General Comments

The Western Art Gallery is seeking applications from “new and emerging” artists whose work is representative of the heritage and grandeur of the West for the annual Western Art Show. All applications are seriously considered but as our focus is to showcase “new and emerging” artists, preference is given to western artists with five or less years of participation in the Western Art Gallery show.

Accepted art must reflect the western theme. Some suggestions include: agriculture, farming, ranching, rodeo, First Nations, historic figures of the Old West, flora and fauna of the West, landscapes of the West and historic buildings and sites of the Old West.

The Western Art Gallery committee encourages the submission of both three-dimensional and two-dimensional works. Artists must submit between 6 and 8 pieces of artwork to provide an adequate representation of their work.

### Submission Guidelines

Individual art pieces are selected for the show through a jury process. All pieces accepted into the show must be available for sale during the 10 days of Stampede. No substitutions are allowed.

There is not a prerequisite price range on accepted pieces but it is important to understand that items under a value of \$1000 have a significantly better chance of being sold. We recommend artists price their works at less than \$2,000 for maximum sale potential.

Works that copy, reproduce, imitate or otherwise infringe on someone else’s copyrighted material will not be considered. When producing portraits of real persons, artists must have model release or consent forms signed by their subjects that grant the artist permission to use their likeness and to display, exhibit or otherwise circulate it.

The Western Art Show recognizes the issues involved with the representation of First Nations peoples and encourages artists to follow these guidelines and approach their subjects with respect for the individuals, families and communities concerned, and for their distinctive traditions. Consideration of these factors will be taken into account in the jury process.

While artists are not present to sell their own work during Stampede week, they are encouraged to participate in the annual Stir’Up (buyer’s night) event to meet prospective buyers. In addition, this year the artists will be able to volunteer to participate in the Artists Window, a special demonstration portion of the Western Art Gallery.

All artists must complete the web application in its entirety, which includes a 75 word artist biography, artist’s photo, and the artist checklist of information. Artists selected to participate in the show will be sent a contract which must be completed, signed and returned to the Western Art Gallery committee (deadline will be included with contract).

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1. **The Application must be received by the Western Art Gallery Committee by the deadline as posted above.**  
Incomplete applications will not be considered.
2. If you require assistance filling out this application, please Contact the Artist Liaison listed above.

### Selection Process

3. A panel, consisting of members of the Gallery Committee and other persons chosen by the Committee at its sole discretion, shall jury all Applications.
4. The jury panel shall select the items of art that shall be included in the upcoming Calgary Stampede.
5. The decision of the panel is final. The panel is not obligated to provide an explanation regarding their decision.
6. The Artist shall be notified by email or letter from the Stampede as to the panel's decision by the dates listed above. This letter will include all pertinent information pertaining to the Art Show.

### Undertakings and Warranties by the Stampede

7. The Stampede shall hold insurance for all works of art accepted by the jurying process from the time of receipt of the art item by the Stampede until the item is sold or, if not sold, until 12:00 p.m. (Noon hour) the day following the last day of the Calgary Stampede (**the pickup deadline**). Following the end of the show and by the pick up deadline, unsold art must be picked up by the Artist or a courier company on the Artist's behalf. The Stampede shall bear no responsibility of any kind or nature whatsoever whether insurance, storage, safekeeping or otherwise for art items beyond the pick up deadline nor beyond the pickup nor for art items not picked up by the Artist or courier on behalf of the Artist by the pickup deadline.
8. In the event the Artist wishes it, the Artist must contact the Stampede to arrange to have the Artist's unsold art items shipped back to the Artist at the Artist's expense. The Artists is responsible for arranging insurance beyond the pickup deadline, as well as insurance for any shipment of art items back to the Artist. Each piece of art shall be insured by the Stampede for the value given by the Artist as the item price as I listed on the artist application. In the event of loss, however, the Artist shall be responsible to document to the satisfaction of the insurer the value of the item lost.
9. The Stampede shall provide a location (to be determined by the sole discretion of the Stampede) in the Western Showcase Art Gallery section for the display of the Artist's art during the Calgary Stampede Western Art show.
10. The Stampede shall be solely responsible at its discretion for hanging the art, preparing promotional material for the show, and selling the art for the Artist during the show.
11. The Stampede shall provide the Artist with a complimentary ticket for two to the Western Showcase Stir'Up (buyers' night). The Stampede will consider providing to the Artist upon the request by the Artist of up to a maximum of four additional tickets for additional buyers that the Artist wishes to attend.
12. The Stampede shall provide the Artist with a vehicle pass to enable the delivery of art prior to setup for the beginning of the show.
13. Personal and demographic information provided by the Artist to Stampede will not be used by the Stampede for purposes other than those related to Calgary Stampede operated programs or business purposes. The Stampede undertakes that the Artist's information will be handled with respect, will not be sold, will not be given away nor

provided to parties outside of the Calgary Exhibition and Stampede without the Artist's consent unless required by law.

14. The Stampede shall notify the Artist by letter as to specific information pertaining to delivery dates and sites of delivery for the Artist's art to be included in the upcoming Calgary Stampede.

#### **Undertakings and Warranties by the Artist**

15. The Artist warrants that the artwork submitted is the original work of the Artist and that the Artist holds copyright thereto.
16. The Artist represents and warrants to Stampede that any piece submitted is not encumbered in any manner and the clear and unhindered ownership of the art will pass to the purchaser thereof immediately upon sale.
17. The Artist's pieces submitted for inclusion in the Western Showcase Art Gallery must be completed, framed including wire and delivered to Stampede prior to the opening of the show, details of the same to be provided as aforesaid by letter from Stampede to the Artist.
18. Art previously exhibited in the Western Art Gallery shall not be included in the Artist's Application and shall not be included in the show.
19. The Artist hereby grants permission to Stampede to use images submitted with the Artist's Application for publicity purposes on the Calgary Stampede website as well as in other Western Art Gallery promotional materials and publications.
20. The Artist shall not remove any art items from the show until its end.
21. The Artist shall be responsible for all shipping, brokerage and insurance costs or fees incurred for transportation of the Artist's art both to and from the show.
22. The Artist shall ensure that no later than the day immediately following the final day of the Calgary Exhibition and Stampede and at noon hour on that day the art is picked up by the Artist or courier company. The Artist shall advise Stampede in advance of the Artist's desire to have the art shipped back to the Artist and the Artist will make those arrangements. Shipping and all insurance shall be the Artist's expense and responsibility.

#### **Sales and Commissions**

23. The Stampede at its sole discretion reserves the right to withdraw acceptance of any art item upon its delivery and/or before the moment of sale. Due to space limitations, it may not be possible to hang all of the Artist's art accepted by Stampede. In this event, additional pieces will be added to the display as items of art by the Artist sell.
24. A commission of 30% shall be deducted from the gross sale proceeds of each piece sold and the said commission shall be payable to the Calgary Exhibition and Stampede Limited.
25. The Calgary Stampede will pay proceeds from the sale of the Artist's art to the Artist within a **4 to 6 week period** following the close of the Western Art Gallery show.
26. All references to sale prices, commissions, estimated values and currency in this agreement shall be in Canadian dollars.
27. These terms and conditions constitute the entire agreement between the Stampede and the Artist.