



# **CALGARY STAMPEDE ART AUCTION 2017**

## **TERMS and CONDITIONS**

**APPLICATIONS MUST BE RECEIVED BY**

**Midnight (MT) on Thursday, January 5, 2017**

**Questions to: [auction@westernshowcase.com](mailto:auction@westernshowcase.com)**

# Calgary Stampede Art Auction – Wednesday July 5, 2017

## General

The Calgary Stampede Art Auction is a live auction of fine art from well-known and emerging artists. Submissions are juried on the suitability and quality of each art piece.

### All art forms, techniques and interpretations are welcome.

The Calgary Stampede Art Auction committee has full power to interpret the following guidelines. Matters not covered by these guidelines are subject to a final decision by the Calgary Stampede Art Auction committee. For full details of the rules and regulations of the Calgary Stampede Art Auction, please refer to the last page. Please contact us at [auction@westernshowcase.com](mailto:auction@westernshowcase.com) should you have any questions.

A panel of representatives from the Calgary Stampede Arts Show Committee and external art professionals will jury all artwork submitted.

### Artists in Action (formerly Quick Draw/Finish)

Six to ten artists will be invited to participate in the Artists in Action showcase where artists will complete an art piece in a 60 to 90 minute time frame immediately prior to the Calgary Stampede Art Auction on July 5, 2017. This piece will then be auctioned and proceeds will be split 1/3 to the artist and 2/3 to the Calgary Stampede Grade 12 Scholarship Fund. If you are interested in Artists in Action, please contact us at [scholarship@westernshowcase.com](mailto:scholarship@westernshowcase.com).

### Estate and Collectible Pieces

Consignors wishing to submit Estate and Collectible art are required to submit an application. All submissions are subject to jury. An application fee of \$35 per piece must be paid when submitting your application. The Calgary Stampede Art Auction reserves the right to reject any submission.

## *Application Details and Guidelines*

### 1. Application Deadline

We must receive your application by **Midnight (MT) on Thursday, January 5, 2017.**

Applications are accessible at <http://www.westernshowcase.com/registration.html>. We would prefer that you pay your application fee by credit or debit card. Should you need to send payment by cheque, please send us a copy of your completed application form along with your cheque as follows:

**Mailing Address:** Calgary Stampede  
Box 1060, Station M  
Calgary, AB T2P 2K8  
ATTN: Midway Programming,  
Calgary Stampede Art Auction

**Courier Address:** Calgary Stampede  
1410 Olympic Way SE  
Calgary, AB T2G 2W1  
ATTN: Midway Programming,  
Calgary Stampede Art Auction

**Please make your cheque payable to: The Calgary Stampede.**

### 2. Eligibility

Artwork will not be accepted from an artist, consignee, or agent thereof, who is a member, or the spouse or dependent of a member, of the Calgary Stampede Art Auction committee.

### 3. Submission of Images

Up to four (4) pieces of art may be submitted for consideration by the jury. Applications must include a professional quality colour digital image. Images must be submitted with your application or emailed to [auction@westernshowcase.com](mailto:auction@westernshowcase.com). **No CDs please.**

#### 4. Image Quality

- Digital entries must be in JPEG format
- 300 DPI resolution with a minimum of 1200 pixels on the longer side
- Image must be correctly oriented (vertical or horizontal)
- Show only the image, no frame or mat
- No digital enhancement is allowed
- Poor quality images may not be juried
- At least one image of a 3D entry must show the entire piece

#### 5. Size

- The edition size of bronzes must be 30 or less.
- Flatwork dimensions must be based on unframed work.

#### 6. Artist's Value

An estimated value must be clearly marked on the application form for each artwork submitted for consideration (e.g. \$1,500). If a value range is given, the lower value shall be used for jurying purposes.

#### 7. Entry fee

A non-refundable **\$35.00 (CAD)** entry fee for each art piece submitted must accompany the application. The Calgary Stampede Art Auction committee may select more than one piece by an artist but will accept no more than two pieces. Please make your cheque payable to **The Calgary Stampede**. The entry fee will not be refunded for any reason, except inadvertent overpayment.

#### 8. Commission

A commission of thirty percent (30%) shall be deducted from the proceeds of each sold piece, except estate or collectible pieces. Artwork accepted for inclusion in the Calgary Stampede Art Auction cannot be withdrawn by the artist or consignor, except upon payment of a penalty equal to 30% of the average of the estimated value provided in your application. **Payment must be made to the Calgary Stampede.** Substitutions for a piece withdrawn by the artist or consignor will not be accepted.

#### 9. Quality

Each submission must be the artist's original artwork, completed within two (2) years preceding the Application Deadline (except only Estate and Collectible pieces). Submissions must be fully completed at the time they are submitted. Flatwork must not have been reproduced in a commercial or fine art limited edition print, or sold in advance of the Calgary Stampede Art Auction.

#### 10. Copyright

Artwork that copies, reproduces, imitates or otherwise infringes on other copyrighted material will not be considered.

#### 11. Model Consent to Reproduce Likeness

When producing a portrait or a likeness of a real person, artists must have a Model Consent form signed by their subject that grants the artist permission to use their likeness and to display, exhibit or otherwise circulate such art piece. **A copy of the Model Consent form must be received by the Application Deadline.**

The Calgary Stampede Art Auction recognizes there may be potential 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.

## 12. Notification of Acceptance

A letter, indicating acceptance status for the Calgary Stampede Art Auction, will be sent to all applicants following the jury process. Confirmation should be received the week of February 20, 2017.

Please direct all inquiries regarding acceptance status to: [auction@westernshowcase.com](mailto:auction@westernshowcase.com).

## 13. Jury Process

The purpose of the jury process is to ensure that art of the highest quality is offered at the auction. Original artwork that is considered to be of the highest overall quality, and that meets the greatest number of the following criteria, will be juried into the Calgary Stampede Art Auction:

- Artistic merit
- Price
- Medium
- Style
- Size
- Presentation
- Salability
- Composition
- Theme
- Artists (established and emerging)

The Calgary Stampede Art Auction's jury consists of members of the Calgary Stampede Arts Show committee as well as art professionals, curators, art educators, art critics, and artists. Upon receipt of the actual artwork, the Calgary Stampede Art Auction committee reserves the right to withdraw a juried piece if it fails to meet the jury's expectations. Quality of framing and presentation may be considered.

## 14. Art Delivery

In order to meet catalogue and other promotional deadlines, pieces selected for inclusion in the Calgary Stampede Art Auction must be completed, framed or mounted for display, **and delivered as indicated on the Acceptance Letter**. The Calgary Stampede Art Auction committee reserves the right to eliminate any juried piece of artwork if it is not delivered to the designated location on the date(s) specified in the Acceptance Letter.

## 15. Shipping and Brokerage

The artist or consignor is responsible for paying in advance all shipping charges and brokerage fees. The Calgary Stampede will not accept artwork with charges and fees owing. Alternatively, the artist or consignor will be invoiced to recover the full value of these costs. Shipping materials are neither retained nor returned. All deliveries of artwork accepted into the Calgary Stampede Art Auction must be sent to the Calgary Stampede's designated delivery location in accordance with the delivery and shipping instructions provided in the Acceptance Letter, and with any other special instructions by the Calgary Stampede Art Auction committee in respect of cross-border shipping.

## 16. Currency

References to artist's value, entry fees, and sale proceeds are in Canadian dollars.

## 17. Non-Resident Tax

Any international artist that is issued payment from the Calgary Stampede, who physically brings his/her artwork to the Calgary Stampede, or completes a piece of art at the Calgary Stampede and remains present for the sale of that piece(s), will be subject to a Non-Resident Tax. The Calgary Stampede is legally obligated to withhold 15% of the gross amount of the payment.

Please see the Canada Revenue Agency's website for more information <http://www.cra-arc.gc.ca/tx/nnrstdnts/ndvdl/nrrs-eng.html>.

# CALGARY STAMPEDE ART AUCTION AGREEMENT

**THIS AGREEMENT IS MADE BETWEEN; the "Artist" listed above and the Calgary Exhibition and Stampede Limited, Calgary Stampede Art Auction committee ("the Committee").**

1. The Committee will hold insurance for all the artwork included in the Calgary Stampede Art Auction ("the Auction") from the time of receipt by the Committee until sold, or if not sold, until the piece is delivered by the Committee directly to the Artist or to a shipper for return to the Artist. Each piece will be insured for the upper limit of the estimated value range stated above.
2. Except for the above mentioned insurance coverage to be held by the Committee, the piece shall be received from, stored for, and returned to the Artist as provided in this agreement at the sole risk of the Artist. The Committee shall not be liable for any loss or damage to the piece from any cause whatsoever including, without limitation, any act or inaction, whether negligent or not, on the part of the Committee, the Calgary Exhibition and Stampede Limited and its affiliates, or their directors, officers, employees, servants, agents, representatives and volunteers.
3. The Committee reserves the right to publish and exhibit pieces included in the Auction for publicity and promotion of the Calgary Stampede Arts Show and the Calgary Stampede.
4. The conduct and the condition of the sale shall be determined solely by the Committee and the auctioneers.
5. A commission of 30% shall be deducted from the sale proceeds of each piece, other than estate and collectible pieces, and shall be payable to The Calgary Stampede. A piece accepted for inclusion in the Auction cannot be withdrawn by the Artist, except upon payment to the Calgary Stampede of a penalty equal to 30% of the average of the estimated value range stated above. Substitutions for artwork accepted into the Auction will not be permitted.
6. Net proceeds of sale, after the deduction of commissions, applicable taxes, and any other monies owing to the Committee or the Calgary Exhibition and Stampede Limited, shall be paid by the Calgary Exhibition and Stampede Limited, as soon as possible after the sale date.
7. References to sale price, commission, estimated value, net proceeds of sale, and currency in this agreement are in Canadian dollars.
8. The Artist warrants that the artwork submitted for consideration by the jury is the original artwork of the artist and copyright is held by the Artist. The Artist further represents and warrants to the Committee that any piece submitted is not encumbered in any manner, and that ownership of the piece will pass to the purchaser thereof.
9. The Committee, at its sole discretion, reserves the right to withdraw acceptance of any piece upon its delivery and/or before the moment of sale.
10. Pieces selected for inclusion in the Auction must be completed, framed or mounted for display, and delivered as indicated in the Acceptance Letter.
11. The Artist is responsible for all shipping and brokerage fees, including any costs or fees for the return of unsold artwork.
12. This agreement constitutes the entire agreement between The Calgary Exhibition and Stampede Limited and the Artist.

*Personal and demographic information provided in this application will not be used for purposes other than those related to Calgary Stampede operated programs or business purposes. Your information will be handled with respect, and will not be sold, given away, or provided to parties outside the Calgary Stampede without your consent, unless the law requires that it be shared.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**Calgary Exhibition and Stampede Limited  
Calgary Stampede Arts Show, Calgary Stampede Art  
Auction Committee**

Signed: \_\_\_\_\_  
**(Artist)**

Per: \_\_\_\_\_  
**(Authorized Signature)**

A fully executed copy of this Agreement will be returned to those who are juried into the Calgary Stampede Art Auction.