



October 2020

Dear Artist:

The Colorado Association for Viticulture and Enology (CAVE) invites you to submit original artwork for the 30th Anniversary Colorado Mountain Winefest in Palisade (September 16-19, 2021). The winning artwork will represent the Colorado Winefest in poster, and potentially advertising and promotional pieces. The 2021 contest is open to both fine art and graphic design artists.

Artists must be residents of Colorado.

We are seeking artwork that represents the growing wine industry in the state of Colorado and is not region specific, but state specific. The Winefest Art Committee will select the finalists, and the winning artwork will be chosen by the public through online voting. **The winning artwork will be purchased for \$700 (to include all exclusive reproduction rights and copyrights).** All eligible entries will be displayed at The Craig Gallery in Palisade and all entries must be for sale, excluding the winning entry. The Craig Gallery Visiting Artist Commission is 40%. The artwork will be displayed from January 13, 2021 through February 7, 2021 at The Craig Gallery.

Please read the enclosed Contest Rules and Specifications. The contest timeline is as follows:

Jan. 8, 2021	Entry form(s), fee(s), artwork and The Craig Gallery Guest Artist Contract due to CAVE / Colorado Winefest office (124 West 3 rd Street, Palisade, CO 81526)
Jan. 15, 2021	Online voting begins!
Jan. 29, 2021	Winning artwork will be announced!
Jan. 13-Feb. 5, 2021	All artwork will be on display at The Craig Gallery
Feb. 7, 2021	Art not sold must be removed from The Craig Gallery

We will be monitoring the Covid-19 situation in regards to the Artist's Opening Reception. More information will be forthcoming!

Thank you for your support of the Colorado wine industry and the arts.

Cheers!

Cassidee Shull
Executive Director
CAVE

Colorado Mountain Winefest is the largest fundraiser for the Colorado Association for Viticulture & Enology (CAVE), the only non-profit trade organization for grape growers and wine makers. Proceeds fund education, research, and help promote the Colorado wine industry statewide.

2021 COLORADO WINEFEST ART CONTEST CONTEST RULES AND SPECIFICATIONS

NOTE: PLEASE READ AND SIGN YOUR ACCEPTANCE ON THE ART CONTEST ENTRY FORM

I HEREBY AGREE TO AND ACCEPT ALL THE FOLLOWING PROVISIONS:

1. The Colorado Winefest Art Contest is open to any COLORADO resident and is open to two dimensional original art and original graphic design art ONLY. The artist's signature must appear on each entry. Photography and three dimensional art are not eligible. Each artist may submit more than one piece at a fee of \$20.00 per piece. Previously submitted artwork in this contest is acceptable. Artwork should reflect the Colorado wine industry.
2. Artist is responsible for all coordination and cost of shipping of artwork in a reusable shipping container submitted to CAVE. Artist is responsible for removing artwork from The Craig Gallery or payment of return shipping. All entries must be received at the CAVE office (124 West 3rd Street, Palisade, CO 81526) **no later than January 8, 2021** during regular business hours along with signed entry form(s), fee(s) and Craig Gallery Artist Contract. All art must arrive adequately packaged and labeled with 1) ARTIST NAME; 2) TITLE; 3) MEDIUM and 4) PRICE marked clearly on back of artwork*. Graphic design art submissions must arrive printed, mounted, and framed as original artwork along with VECTOR files with all fonts converted to outlines on CD or DVD. *(labels provided)
3. Artwork must be no larger than 24 inches x 36 inches, vertical or horizontal, signed, framed and **ready to hang with secured, closed eye-hooks and wiring**. All entries must arrive with a protective covering of clear acetate or plastic. Pastels may or may not be treated with fixative. Graphic artwork CDs or DVDs should arrive in a jewel case or padded envelope. Artwork not ready for display as indicated, or excessively fragile artwork requiring more than normal hanging and consideration, will not be accepted. The Craig Gallery reserves the right to install hardware in any manner deemed necessary for exhibition or security reasons.
4. **Artist guarantees that the work has not been published prior in any medium.**
5. CAVE will purchase the winning artwork piece (or graphic files if applicable) for the amount of \$700, and receives possession of the original artwork and all exclusive reproduction rights worldwide forever. In the circumstance that the artwork is digitally created, CAVE receives complete files, at 300 dpi resolution or more, for printing at 100% size for the commemorative poster at approximately 18" x 24". **The original art piece will be owned by CAVE.**
6. CAVE has the winning artist's irrevocable permission, without restriction, to use images of the winning artwork for the reproduction of posters, brochures, advertising, media outreach, educational and promotional materials for our events in addition to other events as CAVE may determine in their sole and absolute discretion.
7. Artist agrees to sign 200 posters for Winefest use and agrees to attend Colorado Mountain Winefest. Winefest will provide two (2) general admission tickets to the event. All travel and incidental costs will be at the artist's expense.
8. Artist is solely responsible for insuring his/her artwork. CAVE and The Craig Gallery will not insure the artwork in any manner and the artist waives any claim of any nature against CAVE and The Craig Gallery for any loss, theft, or physical damage (including fire, vandalism and flood) that may occur to such artwork while it is in transit or in the care, custody and control of CAVE, The Craig Gallery, its successors, assignees or agents.
9. The winning piece of art will be selected from the finalists by the Public by online vote. The winner will be announced January 29th, 2021. All artwork submitted will be displayed at The Craig Gallery, 128 E 3rd St, Palisade, CO 81526. We will be monitoring the Covid-19 situation in regards to the Artist's Opening Reception. More information will be forthcoming. Everyone is encouraged to visit the gallery on their own to view the entries! All submitted artwork will be available for viewing and all non-winning art will be available for purchase at The Craig Gallery from January 13, 2021 through February 5, 2021. All artwork will be subject to The Craig Gallery Contract (including a 40% Guest Artist Commission fee from any art sales). The enclosed Craig Gallery Guest Artist Contract must be signed and submitted with your entry.
10. All artwork not sold must be picked up no later than February 7, 2021. Any artwork left in the Gallery after these dates will be charged a \$20.00 per day storage fee (until artwork is picked up or return shipping payment arrangements are finalized).

ARTIST _____

TITLE _____

MEDIUM _____

PRICE _____

ARTIST _____

TITLE _____

MEDIUM _____

PRICE _____

ARTIST _____

TITLE _____

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ARTIST _____

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ARTIST _____

TITLE _____

MEDIUM _____

PRICE _____

ARTIST-CRAIG GALLERY TERMS AND CONDITIONS

This agreement is made at the time of entry for Colorado Mountain Winefest Art Contest
The artworks consigned at any time pursuant to this agreement are referred to as the "Work".
Throughout this agreement, the term "Work" refers to the specific work the Artist agrees to consign to the Gallery.

The artist is in the business of creating works of art and the Gallery is in the business of selling works of art. The parties wish to enter into a business relationship for the sale by the Gallery of works of art created by the Artist.

ALL parties agree as follows:

- 1. Delivery of Work:** The artist has entered Work for Colorado Mountain Winefest Art Contest. Work will be delivered framed and ready to hang. The Artist hereby appoints the Gallery to represent the Artist for the selected Work during the time of the exhibition housed at 128 E 3rd Street. The Gallery shall not permit the Work to be used for any other purposes without the written consent of the Artist. This Agreement applies only to works consigned under this Agreement and does not make the Gallery a general agent for any other works. Artist shall have access to the Gallery with prior consent one week before the opening and shall have **5 business days** after the exhibition to remove the Work from the Gallery. Decisions regarding disposition of the Work not removed by that time will be made solely by the Gallery including risk of loss, costs for storage, maintenance and additional insurance, all to be paid by the artist if not removed by the defined date.
- 2. Duration of Consignment:** The Artist and the Gallery agree that the initial term of consignment for Work will be used the Colorado Winefest Art Contest.
- 3. Fiduciary Relationship, notice of consignment:** The parties agree that the Gallery has a fiduciary relationship to the Artist and owes a duty to the Artist to deal fairly and honestly, to manage the business affairs for the Artist on sales and commissions. The Gallery will in good faith promote and offer for sell the Work with clear identification of the Artist's name on all Work, and to account for all information relevant to the Gallery's representation of the Artist. It will be known that the Work of art in the Gallery are being sold subject to a contract of consignment. Title to the Work will remain with the Artist until the Artist has been paid in full the amount owing from the sale of the Work, at which time Title to the Work will pass directly to the purchaser of the Work. All proceeds from the sale of any Work, less commissions due the Gallery shall be held by the Gallery in Trust for the Artist. The Gallery shall pay all amounts due the Artist before any proceeds of sales can be made available to Creditors of the Gallery.

4. **Consignment:** The Artist hereby consigns to the Gallery and the Gallery accepts, those Works selected for the exhibit. All Inventory Sheets shall be signed by the Artist and Gallery which will include the Value. The Artist may change the price with the consent of the Gallery. Gallery will seek the consent of the Artist for any price reduction.
5. **Warranty:** The Artist warrants that the Artist possesses sole unencumbered title to the Work, the Work is original and does not infringe on the Work of any other person, that Work is free of all liens, and the descriptions are true and accurate. The warranty will survive the termination of this Agreement and the Artist agrees to hold the Gallery harmless against any cost resulting from breach of this warranty. The Artist warrants to the Gallery that the Artist will not grant any lien or security interest in the Work to any other person or entity or encumber the Work in any manner, or permit or allow such lien, security interest, or encumbrance to remain against the Work.
6. **Transportation Responsibilities:** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Works from the Artist to the Gallery and from the Gallery to the Artist shall be the responsibility of the Artist. Any unsold work shall be returned to the Artist at the expense of the Artist, at an address supplied by the Artist no later than 15 days from a demand for return.
7. **Responsibility for Loss or Damage; Insurance coverage.**

The Gallery shall be responsible for the safekeeping of all Works while they are in its custody. The Gallery covenants that the Work will be insured against all risk for their full value under the Gallery's fine arts insurance policy. Any and all insurance proceeds on account of any casualty will be paid to the Artist. A determination of condition of the Work at the time of delivery to the Gallery will be made by the Gallery and if any damage or defect is observed, a report will be attached to the Agreement and emailed to the Artist within 7 days from delivery. The Gallery shall provide the Artist with all relevant information about its insurance coverage for the Work if the Artist requests this information.
8. **Termination:** The Artist agrees not to terminate earlier than the duration of the exhibit. The Artist will allow the Gallery to use Work purchased by Fruit & Wine Real Estate in future marketing for the Gallery or the Fruit & Wine Real Estate.
9. **Commission to Gallery:** The Gallery is entitled to receive a commission for the sale of any consigned Work in an amount of 40% of the Gallery receipts from the sale. Any direct costs to the Artist will also be retained from the sale. A "sale" will be deemed when a buyer makes a first payment for the Artist's Work. The term "Direct Costs shall mean the Artist's out of pocket costs for any labor the Artist hires, any framing costs, or delivery costs. The remaining 60% of the sales proceeds shall be credited to the Artist's Sales Account as described in paragraph 10 below.

10. **Artist's Sales Account:** The Gallery shall maintain an Artist's Sales Account in order to keep a record of monies due the Artist from the Gallery. Upon the sale by the Gallery of any of the Artist's Work, the Gallery shall first credit the Artist's Sales Account with the direct Costs for the Work of art sold. The Gallery shall then credit the Artist's Sales Account with 60% of the Gallery's receipts. The Artist, the Artist's attorney, and Artist's accountant shall have the right to inspect the Artist's Sales Account and other books and records of the Gallery relating to the sale of the Artist from time to time during normal business hours upon the Artist giving the Gallery notice. The Artist, Artist's attorney, and Artist's Accountant shall maintain in strict confidence all information relating to the Gallery obtained in the course of such inspection.
11. **Payments to Artist:** The Gallery shall pay to the Artist any balance in the Artist's Sales Account at the end of each month.
12. **Expense of Sales:** The Gallery shall pay all of the Gallery's costs and expenses in connection with the sale of the Artist's Work including without limitation all costs and expenses for any catalog, photograph, advertising, framing, preview, display, promotion and openings, and such expenditures will be the sole discretion of the Gallery. The Gallery will have a set promotional budget to be paid from the Gallery commission split. Any additional promotion required by the Artist will be paid by the Artist. This promotion will be agreed to by the Artist and the Gallery prior to any promotional marketing being done on behalf of the Artist. In order to promote sales, and for the purpose of advertisement and promotion, the Gallery shall have the right to use and publish the name, likeness, and biography of the Artist and to reproduce and distribute material incorporating photographs of the Artist's Work. The Gallery shall have the right to sell and retain the proceeds from the sale of catalogs if produced, but shall not sell any other item referred to in this paragraph without the prior written approval of the Artist. The Artist shall cooperate with the Gallery in such advertising and promotional efforts. The Gallery agrees that no amount expended by it under this paragraph shall be deducted from the amount due the Artist pursuant to the Artist's Sales Account.
13. **Gifts and Exchanges:** The Artist may not Exchange of gift the Work consigned during the time of this Agreement.
14. **Shows:** The Gallery shall arrange, at its own expense, the Gallery exhibition. Said exhibitions will run for the duration of the Colorado Winefest Art Contest. During that time there may be an opening the Artist will be required to attend.
15. **Sales by Artist:** The Artist understands any Work sold under this agreement is fully commissionable to the Gallery at the time of payment.
16. **Installations:** No Installation work will be accepted for the Colorado Winefest Art Contest.
17. **Reproduction:** The Artist reserves all rights to the reproduction of the Work except as noted in writing to the contrary by CAVE. The Gallery will not permit reproduction of the Work without the consent of the Artist, and will take all necessary

steps to ensure the Artist's copyright to the Work, including informing all purchasers that the Artist retains copyright in the Work. The Artist name shall be included on any reproduction and on the bill of sale for each Work.

18. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration. Any judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
19. **Entire Understanding:** This Agreement contains the entire understanding of the parties with respect to the subject matter. It may not be changed or amended except in writing signed by the parties. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceable of the other part.
20. **Choice of Law:** This agreement shall be governed by the law of the State of Colorado.

THIS AGREEMENT IS NOT ASSIGNABLE BY THE ARTIST OR GALLERY

The parties have read and agree as evidence by the signatures below.

Craig Gallery

By Tammy Craig, Owner

Date:

Artist

By

Date:

By Colorado Winefest Art Contest Representative

SSN: W-9 information: