

2nd Annual 2007

PAINT AMERICA

TOP 100

ONE OF AMERICA'S LEADING COMPETITIONS FOR ESTABLISHED AND EMERGING ARTISTS

PaintAmerica is a non-profit organization formed to support and promote the visual arts at the state and national levels. The PaintAmerica Top100 Art Competition and the PaintAmerica "MiniTop50" provide a top-notch, national venue for local, regional and national artists, with proceeds providing scholarships for young artists and support for programs of the PaintAmerica Association. The competition allows artists to showcase their talent, and encourages and rewards them with national recognition and sales opportunities for their work. Showcasing the beauty and qualities of every state of America as seen through the eyes of its artists is an additional benefit of the program.

In our inaugural year, the PaintAmerica Top100 quickly became recognized as one of the nation's leading artists' competitions, with large cash purchase awards, cash prizes and professional promotion and publicity. This second annual competition raises the the Grand Prize Purchase Award to \$7,500 and thousands more are available in additional cash prizes and awards, making the PaintAmerica Top100 one of the richest art competitions in America!

The competition format begins at the individual state level. The top paintings representing each state are chosen. A nationally recognized panel of judges determines the Top 2 in each state. Collectively, the top two in each state attain the honor of being recognized as part of the Top 100 in the nation. With this honor comes national exposure, through online and touring exhibitions, as well as the opportunity to become the overall winner. The competition's overall winner claims a \$7,500 purchase award. The MiniTop50 winner claims a \$2,500 purchase award. Other artists in the top 100 competition also have the chance to receive additional cash awards.

PAINT AMERICA

TOP 100

ENTRY PROCEDURES

Discounted entry fee of \$40 for all entries postmarked by November 1, 2007; **Final entry deadline:** November 30, 2007 (\$50 entry fee)

Your entry originates at the state level. The top 2 artworks chosen from an individual state automatically become part of the PaintAmerica Top 100. All entries must be postmarked by November 30, 2007— No exceptions. An “early bird discount” is available for entries postmarked by November 1, 2007.

DIGITAL FILES: Submission is by DIGITAL FILE ONLY in TIF or JPEG format, minimum file size of 5Megabytes when opened in Photoshop. Multiple entries may be included on one CD provided each entry is labeled clearly and legibly with permanent marker on the top side of the CD, and on any accompanying case, with the artist’s first and last name, state represented, and the full title of the painting. Digital files will NOT be returned. Digital files may be generated by scanning, or high quality digital photography of the original art. Remember, this file is what finalists’ work is judged from. Files should be of your image only. Computer color-correcting to accurately represent the original art in color, contrast, saturation, etc is acceptable. It is preferable that you scan or photograph your work BEFORE you’ve signed the artwork, so that we will not have to mask out your signature. Please have your artwork fill the image area of the digital file as completely as possible (frame, matte, fingers, etc should not show in the digital image), therefore making your artwork the center of attention when it is projected onto the screen for judging. Please attach you entry forms to the CD case or with it in an envelope. Use common sense judgement – we must be able to easily match your entry forms with your CD.

TOP100 ENTRY FORM and FEE

A completed and signed entry form and non-refundable entry fee (U.S. funds) must accompany each entry. Entry fees are **\$40.00** if entry is postmarked by Nov. 1, 2007; **\$50.00** if entry is postmarked after Nov. 1 and prior to Nov. 30, 2007. (\$20 and \$25 for Minis.) You may submit as many entries as you wish in as many state competitions as you wish. Fees may be paid with credit card (only Visa and MasterCard are accepted), personal check, money order, or cashiers check. We welcome multiple entries, photocopy the entry form as often as you need. We prefer that you send all your entries in ONE padded envelope or box with ONE payment (entry fee times number of entries). If you would like confirmation of the receipt of your entry, please include a stamped, self-addressed envelope and we will return your confirmation receipt card to you. Please do NOT attach resumes, or any other information aside from the entry form and CD. The judges do not see any of this information, and we do not have storage space for it.

COPYRIGHT AGREEMENT:

It is important that you read and understand the copyright agreement. Your signature on the entry form signifies compliance with all of the terms of the copyright agreement and all contest rules.

All state entries must be PAYABLE and sent to:

PAINTAMERICA

P.O. Box 4031, Topeka, Kansas 66604

785.273.4500 • Fax: 785.273.4510 • mail@paintamerica.org

SPECIFICATIONS / ELIGIBILITY:

The PaintAmerica Top100 is open to all artists, professional or amateur. Employees, board members, relatives or business partners of the PaintAmerica organization, and the judging panel are not eligible to enter.

SUBJECT: Nature, landscape, cityscape, seascape, lifestyle, figurative, wildlife, and/or history represented within any state in America are eligible. Flora, fauna and geography must be indigenous to the state depicted.

FORMAT: Original, two-dimensional art only, NO sculpture, photography, prints, or computer-generated/enhanced artwork will be accepted.

IMAGE SIZE: THE SIZE IS FOR THE IMAGE ONLY, and DOES NOT include frames or mattes. The total square inches MUST be at least 180 and no more than 720 square inches, (Mini entries up to 180 sq. inches). Image size is determined by multiplying the horizontal and vertical dimensions. Example: a 20-inch by 24-inch painting would equal 480 square inches.

MEDIA: Oil, watercolor, scratchboard, acrylic, gouache, alkyd, tempera, mixed-media, pastel, pencil, pen and ink, are accepted. If you have a question regarding your media, please call or e-mail us. NO photography or computer generated/enhanced art.

PRICE: All entries submitted **must be available for sale.** Please state a valid price, reflecting current market value for your artwork. If you agree to accept a purchase award, please be aware that the minimum purchase award is \$3,000. Artists receive 60% of the sale price or purchase award amount.

2007 COMPETITION IMPORTANT DATES:

November 1, 2007: Postmark deadline for entries – \$40 / entry

November 1, 2007: Postmark deadline for “mini” entries – \$20 per entry

November 30, 2007: Final postmark deadline for entries – \$50 per entry

November 30, 2007: Final postmark deadline for “mini” entries – \$25 per entry

December 14-15, 2007: Preliminary Judging for top finalists in each state and “mini” finalists in the nation

January 11-12, 2008: Final Judging of Top 2 for each state and Top100 in the nation

January 11-12, 2008: Final Judging of MiniTop50 competition

January 14, 2008: Notification mailing to Top100 and MiniTop50 competition winners

January 28, 2008: Deadline for Top100 and MiniTop50 winners actual painting delivered for final judging

February 1, 2008: Nationwide gallery showings begin of Top100 and MiniTop50



Please print this form and mail in with each digital image. Choose show entered below:

2007 PaintAmerica Top100 Art Competition

Deadline: Nov. 1, 2007 (early discount deadline, \$40 entry)
Nov. 30, 2007 (final deadline, \$50 entry)

2007 PaintAmerica "MiniTop50" Competition

Deadline: Nov. 1, 2007 (early discount deadline, \$20 entry)
Nov. 30, 2007 (final deadline, \$25 entry)

You may submit as many entries as you like. Multiple entries on one CD are allowed but each requires its own entry form.

Please accept my work for consideration in the 2007 Paint America Top100 Competition. I certify that my entry is original, unpublished, conceived and created entirely by me. I've read and fully understand the rules of the competition, and agree to allow PaintAmerica to reproduce my artwork in print, or electronic form, or in promotional materials.

To ensure your eligibility, you must complete this form legibly and accurately. Be sure this form is securely attached to your CD entry.

Printed Name _____

Mailing Address (street) _____

(city) _____ (state) _____ (zip) _____

Artist's Shipping Address (street) _____

(city) _____ (state) _____ (zip) _____

Daytime Phone () _____ E-mail _____

Title of Artwork: _____

Subject matter: _____ Name of state depicted: _____

Medium _____ Size _____ Retail sale price, including frame \$ _____

(must be fair market price considering artist's reputation, painting size and medium) Artist understands they will receive 60% of the sale price or purchase award amount.

Please provide the name of any galleries in your area who we should contact to exhibit the Top100.

Method of Payment:

Check/money order enclosed (U.S. funds drawn on a U.S. bank; payable to PaintAmerica)

Charge my:

MasterCard Visa

Card Number _____

Signature _____

Exp. Date _____

Check Fee that applies for the attached entry:

- early entry at \$40/entry \$ _____
- final deadline entry at \$50/entry \$ _____
- early "mini" entry at \$20/entry \$ _____
- final deadline "mini" entry at \$25/entry \$ _____
- optional \$5 for PaintAmerica Scholarship \$ _____

Mail completed entry form, TIFF or JPEG image & entry fees to:

PaintAmerica Top100
P.O. Box 4031
Topeka, KS 66604



Final Postmark Deadline: November 30, 2007

All contestants are advised to obtain adequate insurance for their respective entry during shipping to PaintAmerica offices. In no event shall the liability of PaintAmerica exceed the amount of the entry fee. PaintAmerica will not be responsible for damages incurred during shipping. Furthermore, while all precautions will be taken to professionally handle, sort, and display entries once they have arrived at PaintAmerica offices, we are not responsible for loss or damage not caused by negligence or willful misconduct.

I have read and understand the terms as outlined under the copyright, sale and reproduction rights agreement in the competition rules. I understand my entry is automatically eligible for Purchase Awards related to this competition (\$3,000 minimum award) and agree to accept a purchase award in this amount or greater, regardless of my stated sale price. For any artwork sold, or awarded a purchase award, PaintAmerica and/or its exhibitors shall be entitled to 40% of the purchase price as commission and shall remit 60% of the purchase price to the Artist. **My signature represents my acceptance of these terms. In signing below I hereby agree to abide by the rules of the competition and the terms of the copyright agreement.**

Signature _____

Date _____

COPYRIGHT, SALE AND REPRODUCTION RIGHTS AGREEMENT

The Artist covenants and agrees as follows:

1. General Conditions. The Artist warrants and represents that he/she is the sole creator of the work of art signed by him/her and entered in this competition. That the work of art is an original creation and does not infringe upon any other person's copyright or rights of artistic property, nor to his/her knowledge does it violate the rights or privacy of other persons. The Artist agrees to indemnify PaintAmerica and any galleries or exhibitors related to the PaintAmerica competition, against any final judgement for damages in any lawsuit, or other agreed settlement with any other party based on actual breach of artist's warranties or representations above. In the event of any lawsuit, artist agrees to pay PaintAmerica and its assignees costs and attorney's fees incurred in defending such a lawsuit. In the event a lawsuit is brought which may result in the artist having been held to have breached his/her warranties under this agreement, PaintAmerica shall have the right to withhold and place in escrow any sums payable to the artist for work sold by the company, but in no event may such withholding exceed the damage alleged in the complaint.

2. Use of Painting. Any Artist chosen to the Top100 or the MiniTop50 agrees that PaintAmerica may, without further permission from the Artist, at its discretion and at no expense to the Artist, seek out and enter into agreements for the exclusive use of the Artist's image for a period of two years from the date of the final judging. The Artist may not independently reproduce or publish their image during this time without written consent of PaintAmerica. Such products may include but are not limited to: limited or open edition prints, posters, note cards, magazine covers, calendars, stamps, promotional videos, books, etc. PaintAmerica shall have the privilege of publishing, advertising, announcing and using at its discretion, the name of the Artist in connection with the work, or any of the prints, copies or reproductions of the work, or any rights, licenses or privileges conveyed. For any limited editions which may be published, the Artist shall agree to sign the same, and will receive 20% of the gross sales from any signed item. At the end of this two-year period, all usage rights return to the artist.

3. Purchase Award Winners. The Top100 original entries in the United States and the "MiniTop50" competition winners agree to accept any and all purchase awards of \$3,000 or greater. The Grand Prize Purchase Award Winner agrees to the transfer and release of all right, title, interest and claim in and to the work of art to the purchaser, an assignment of all Artist's common law and statutory rights, including copyrights and PaintAmerica shall receive every legal protection that could be accorded to the Artist. The Artist further agrees to cooperate, without expense to the Artist, in any action brought by PaintAmerica, as the purchaser, to protect the rights herein conveyed. The work of art shall belong exclusively to PaintAmerica, which may use it in any manner, with credit to the Artist. PaintAmerica as purchaser of the copyright and original work of art of the Grand Prize Winner shall have the right to affix a proper copyright notice to all publicly distributed copies of the Artist's work. The Artist will not cause, allow, or sanction any further publication, reproduction or print to be made of any winning work of art, but shall retain the right to use a reproduction or copy of the work of art for the Artist's promotional or advertising purposes. For any limited editions which may be published, the Artist shall agree to sign the same, and will receive 20% of the gross sales from any signed item.

4. Royalty Payment to Artist. If PaintAmerica elects to use the Artist's image for LIMITED EDITION PRINTS, CANVAS TRANSFER EDITIONS, or any other product limited in edition size, he/she will receive a royalty payment of 20% of the gross sales receipts of that product. Payment shall be made quarterly, for products sold within the quarter, no later than the 15th of the month after the end of the quarter. If multiple images are used for a product, the royalties shall be divided among each artist involved. PaintAmerica's sales and accounting records will solely determine these payments.

5. Expenses and Accounting. The Artist shall not be responsible for any expenses incurred in the production and sale of any products.

6. Display and Sale of Original Art. The Top100 and the Top50 mini original entries in the United States may be physically exhibited by PaintAmerica or its assigned galleries/exhibitors for up to 18 months after the contest has concluded. PaintAmerica retains the right to exhibit a quality reproduction image of the artwork for an unlimited time. The first place painting will be purchased by PaintAmerica and will not be for sale and will not be returned to the Artist. During the exhibition period, PaintAmerica and its exhibitors shall have the exclusive right to sell all remaining Top100 and MiniTop50 original paintings for such price as the Artist establishes. Following the tour, the artist gives consent to PaintAmerica to sell at auction any previously unsold works for any amount equal to or greater than the artists' 60% of stated sales price. Any unsold paintings will be returned to the Artist following the tour. For any artwork sold, including the Top100 and the MiniTop50 paintings, PaintAmerica and/or its exhibitors shall be entitled to retain forty percent (40%) of the selling price as commission and shall remit sixty percent (60%) of the selling price to the Artist.

7. Ownership of Original Art. The Artist (other than the Grand Prize Purchase Award Winner) will retain ownership of the paintings described above. If said painting is sold, the Artist will retain the copyright to the original artwork, subject to PaintAmerica's exclusive reproduction rights to use the painting as outlined in Sections 2,3 and 4 above. The Artist shall allow PaintAmerica or its assignees the possession of the original painting for the purpose of preparing color separations for a period of time not to exceed 60 days.

8. Termination. This agreement shall continue in effect for two (2) years from the date of the FINAL JUDGING. If no continuation agreement has been made within two (2) years or no royalties have been paid to the Artist, this agreement shall be terminated and all rights shall return to the artist.

9. Benefits. The benefits of this agreement shall inure to the benefit of the heirs, successors, and assigns of the respective parties.