

PAINT AMERICA

— TOP ★ 100 —

EXHIBIT PROSPECTUS

ONE OF AMERICA'S LEADING ARTISTS' EXHIBITIONS

PaintAmerica is a non-profit organization formed to support and promote the visual arts, beginning at the state level, and progressing to the national level. The PaintAmerica Top100 Art Competition and the PaintAmerica "Mini" Top50 provide top-notch, national venues for local and regional artists, with proceeds providing scholarships for young artists and support for arts organizations across the country. Working with leading galleries throughout America, the competition helps artists to showcase their talent, and encourages and rewards them with recognition and sales of their work.

This prospectus provides details on exposure and revenue opportunities for galleries and public institutions who participate in the PaintAmerica Exhibit. In our inaugural year, we are striving to make this one of the nation's leading artists' competitions, with sponsorships, cash purchase awards, cash prizes and professional promotion and publicity. Our goal for the first year is to make the PaintAmerica Top100 one of the richest art competitions in America!

The competition format begins at the individual state level. The top two paintings from each state are guaranteed the honor of being recognized as part of the Top 100 in the nation. With the Top100 exhibition comes national exposure for your gallery, through one of the highest quality national shows, gallery recognition online, professional publicity and touring exhibitions. Read on for information on revenue opportunities for your gallery!

www.paintamerica.org



EXHIBITOR REVENUE OPPORTUNITIES

EXCLUSIVE RIGHTS TO THE PAINTAMERICA EXHIBIT WITHIN YOUR MARKET AREA:

Each Top100 exhibitor will have exclusive rights to the exhibit within a 60 mile radius of your physical gallery location. You are guaranteed to be the only PaintAmerica exhibitor within this radius.

YOUR CHOICE OF EXHIBIT PERIODS:

There are five 45-day exhibit slots, which will be filled on a first come, first served basis. Slot 1 is from November 1, 2006 to December 15, 2006. Slot two is from January 15, 2007 to March 1, 2007. The third slot is from March 15, 2007 to May 1, 2007. The fourth slot is from May 15, 2007 to July 1, 2007. July 15, 2007 to September 1, 2007 is the final slot.

COMMISSIONS:

All exhibitors receive a 30% commission on all artwork sold at their exhibit (including commissions on sponsored purchase awards. (Five \$2,500 purchase awards = \$3,750 commission))

ADMISSION FEES:

Though not encouraged, PaintAmerica will allow galleries and public institutions to charge reasonable admission for viewing the show, at each exhibitor's own discretion.

GENEROUS COMMISSIONS ON LIMITED EDITIONS PRINTS:

High quality Limited Edition prints of any artwork in the exhibit will be available for you to sell at 50% commission level. Suggested retail \$150 each (50 prints sold = \$3,750 profit)

MORE COMMISSIONS ON VIEWBOOK SALES:

Each exhibitor will receive 100 free Limited Edition viewbooks with their exhibit and keep 100% of resale at \$25 suggested retail (\$2,500 potential profit.)

PROFESSIONAL PUBLICITY AND PROMOTION MATERIALS:

PaintAmerica will provide professional pre-produced publicity and promotion materials in both print and broadcast mediums for you to use in your market area at no additional charge. (media time and space not included)

GALA OPENINGS AND OTHER EVENTS:

The PaintAmerica showing is a perfect opportunity for an event. We can help you with ideas for gala openings and other events, or suggestions for traffic-building related to the showing.

INCREASED GALLERY TRAFFIC, RECOGNITION AND GALLERY STATUS:

As a PaintAmerica Top100 Exhibitor, you will receive recognition and exclusive status sure to generate gallery traffic and increased sales. If you have an ancillary business such as framing, this exposure will likely lead to even more sales.

EXPOSURE TO THE BEST LOCAL AND REGIONAL ARTISTS, AS WELL AS NEW "UP AND COMING" ARTISTS:

A tremendous opportunity to exhibit works from artists you haven't been able to attract to your gallery before. The stature and exclusivity of showing the PaintAmerica show will provide your gallery added prominence and credibility among artists and patrons.

ONLINE EXPOSURE IN OUR "FEATURED GALLERY" SECTION OF PAINTAMERICA.ORG:

All exhibitors will receive a featured gallery page on the PaintAmerica.org website.

AFFORDABLE EXHIBIT FEES BASED ON MARKET SIZE AND SHOWING DATES:

We have made the PaintAmerica exhibit easily affordable by tying exhibit fees to your market size, and offering variable exhibit fees depending on the exhibit slot you choose. Exhibit fees range from as little as \$4,000 to \$12,000, depending on your market size and the exhibit time slot you choose. Call or email for details.

PAINTAMERICA.ORG

P.O. Box 4031, Topeka, Kansas 66604
785.273.4500 • Fax: 785.273.4510 • mail@paintamerica.org



TRAVELLING EXHIBIT RENTAL CONTRACT

This contract is entered into between PaintAmerica and _____ (Exhibitor)

for the rental of the 2006 PaintAmerica Top100 traveling Exhibit 2006 PaintAmerica "Mini" traveling Exhibit.

The physical address of the exhibit is:

City _____ State _____ Zip _____

The undersigned Exhibitor agrees to display the PaintAmerica exhibition at _____ from _____ to _____ at the agreed rental fee of \$_____.

The exhibitor also agrees to pay shipping charges via a reliable and insured carrier to the next exhibit venue, if applicable. A

20% non-refundable deposit of \$ _____ shall be paid along with the execution of this contract to exclusively reserve

these dates for your exhibit. After _____, when the tour itinerary for your state has been printed, the

Exhibitor shall be responsible for the entire unpaid balance of the rental fee, should the Exhibitor cancel the exhibition.

The PaintAmerica traveling exhibit is rented through PaintAmerica under the following conditions:

EXHIBITOR AGREES TO SECURE AT LEAST FIVE (5) PURCHASE AWARDS FOR A MINIMUM AMOUNT OF \$2,500 EACH. THIS AMOUNT IS COMMISSIONABLE TO THE EXHIBITOR AT A 30% COMMISSION.

- 1. Access to the exhibition shall not be denied to anyone on the basis of race, color, national origin, or disability.
2. Balance of the rental fee for the exhibition is payable within thirty days of the exhibition's closing date to PaintAmerica, P.O. Box 4031, Topeka, KS 66604. Any balance due after 30 days will be subject to a 1.5% finance charge per month.
3. The Exhibitor is responsible for careful packing, crating, and forwarding of the exhibit to the next exhibitor in their state within 3 days of the exhibit's closing date, if a subsequent exhibit is scheduled. Exhibitor is responsible for retaining a reliable and insured carrier, versed in the care and shipping of fine art works. The exhibit must arrive at the next venue within 10 days of your venue's closing date.
4. Each painting at all times, shall be given due care to protect against loss, damage or deterioration. Should loss, damage or deterioration occur, PaintAmerica should be notified immediately, with the exhibitor providing written and photo documentation.
5. Exhibitor agrees to insure the PaintAmerica exhibit for a face value amount of no less than \$150,000 for the time period that covers the exhibit's presence at the exhibit site until its arrival at the next location, as detailed in this contract. The exhibitor shall also be responsible for all deductible amounts on insurance claims beyond the scope of coverage of their policies as a result of loss or damage while on the Exhibitor's premises or while in transit to the next tour destination.
6. Condition reports shall be returned to PaintAmerica by fax (785.273.4510) within 48 hours of your receipt of the show.
7. PaintAmerica packing, installation and freight instructions shall be followed explicitly.
8. Artworks shall not be unframed, or removed from mattes, mounts or bases for any purpose whatsoever. They shall not be cleaned, repaired or transported in damaged condition, without written permission and instruction from PaintAmerica.
9. Exhibitors shall have the exhibition ready to ship within three days of their closing dates so that succeeding schedules can be met. Should the exhibition arrive late to the next exhibitor due to failure to meet this schedule, the exhibitor causing the late arrival shall be liable for any additional charges.
10. Artwork shall be handled only by qualified and trained staff. Sufficient and reasonable security and/or surveillance should be exercised as appropriate for an exhibition of this stature. Reasonable precautions to prevent the public from brushing against, touching, or removing paintings shall be employed.
11. Artworks shall be stored and hung in a stable atmosphere only, as per industry standards. Artworks shall at all times be protected against direct sunlight, strong artificial light, excessive humidity, moisture, or dryness that may cause scorching, fading, crazing or any other preventable damage.
12. Photographs or reproduction are strictly forbidden. PaintAmerica will make available to you upon request images of all artwork suitable for publicity purposes. Exhibitors may not reproduce the artwork in any media, including photographs or slides for the purpose of resale or financial gain. Photo flash units are strictly forbidden.

13. In all acknowledgements, including press releases, publications, brochures, leaflets, invitations, radio or television announcements, or other printed or electronic media, and at the exhibit location, PaintAmerica must receive clear and prominent credit as the organizer of this traveling exhibit. Other lenders, organizers, and sponsors must also receive credit when specified by PaintAmerica.

14. The exhibition shall consist of 100 paintings, typically requiring 250 to 300 linear feet for proper hanging of the exhibit. The mini exhibit shall consist of 50 paintings, typically requiring 150 to 200 linear feet for proper hanging.

15. It may be necessary, though unlikely, to occasionally withdraw works from the exhibition while it is circulating due to conservation needs or other reasons. Exhibitors will cooperate if requested to make such withdrawals during the course of their exhibition.

16. In recognition of the unique nature and value of the objects within this exhibition, PaintAmerica reserves the right, at its sole discretion, to terminate this agreement upon written notice to the Exhibitor, in the event PaintAmerica believes that the exhibition or objects therein have not been, are not being, or will not be handled, displayed or protected by the Exhibitor with the utmost care; or in the sole discretion of PaintAmerica, it becomes impossible or impractical to fulfill the terms of this agreement. In the event PaintAmerica elects to terminate this agreement prior to delivery of the exhibition to the Exhibitor's premises, PaintAmerica will refund the prepaid deposit referred to in this agreement.

17. PaintAmerica is not responsible for any costs or arrangements not aforementioned in this contract; such costs include receptions or other supplemental exhibition activities, installation or hanging costs, and costs for packing/unpacking of artwork.

18. PaintAmerica requests that all paintings be exhibited, or, if that is not possible, that at least 90% of the paintings be exhibited.

19. All artwork in the exhibit is for sale (except for pre-sold works) and shall be exhibited with the stated sale price for each painting. All Exhibitors are expected to make reasonable, but not aggressive, efforts to promote the sales of these works. Some works may have been sold before their arrival at your exhibit, and shall be exhibited with provided "sold" notices at your site. Exhibitor is required to clearly explain to artwork purchasers that their work will not be available to them until the conclusion of the entire tour, and that PaintAmerica retains the reproduction rights to all artwork, even after the sale.

20. Exhibitor shall ensure that any purchase award sponsors they procure shall be given their choice of the remaining unsold works in the exhibit, in the order that they sign a purchase award contract and present payment.

Name of Exhibitor

PaintAmerica

Name of Authorized Representative (print)

Rodney W. Seel, Executive Director

Signature of Representative

Date signed



Counter-signer (optional, please print)

Mail or fax completed contract & send deposit to:

PaintAmerica Top 100
P.O. Box 4031
Topeka, KS 66604
FAX 785.273.4510

Signature of Counter-signer

Date signed

MARKET SIZE	EXHIBIT FEE NOV. 1 - DEC. 15	EXHIBIT FEE 1-15 to 3-1 or 3-15 to 5-1	EXHIBIT FEE 5-15 to 7-1 or 7-15 to 9-1
MARKET A	\$10,000	\$7,500	\$6,000
MARKET B	\$7,500	\$6,000	\$4,500
MARKET C	\$5,000	\$4,500	\$4,000