



## PaintAmerica Continues the Tradition of Arts for the Parks

The calls and emails started in mid-October, and grew in number until we knew we had to take action. Artists from around the country were telling us that the long-running “Arts for the Parks” competition was coming to an end, and PaintAmerica needed to step in and keep this tradition going. We hesitated at first, as this is a daunting task for a small non-profit organization to take on. By mid-November, so many of you had spoken, that we knew we needed to do it. And now, we’re ready to announce the Call for Entries to PaintAmerica’s inaugural 2007 “Paint the Parks” competition.

The Paint the Parks TOP100 Competition and the Paint the Parks “Mini” Top50 provide a top-notch, national venue for established and emerging representational artists to showcase their talents. The competition celebrates our country’s national parks, with a portion of the proceeds benefitting the National Parks Foundation ([www.nationalparks.org](http://www.nationalparks.org)) The competition also supports the PaintAmerica Scholarship Fund, our mission of providing scholarships for young artists and promoting the visual arts across America.

In addition to national recognition from being chosen for the Paint the Parks Top100, artists also have the chance of receiving one of many prestigious awards and/or cash prizes and purchase awards. Winners will be a part of the Paint the Parks National Touring Exhibition. Professional promotion, national publicity, sales opportunities and exhibition in the PaintAmerica online gallery is also included for all winning artists. Our goal is to make the Paint the Parks Top100 one of the most renowned art competitions in America!

Entries representing any of the 390 National Parks are submitted and judged within one of the three National Park Regions. The highest scoring painting from all entries is named the Grand Prize Winner. It, and the top 33 paintings from each of the three regions advance to the Top100. The competition’s overall winner claims a \$10,000 purchase award. Other artists in the Top100 also have the chance to receive additional cash prizes and purchase awards.



## ENTRY PROCEDURES

Discounted entry fee of \$40 for all entries postmarked by May 1, 2007;

**Final entry deadline:** May 31, 2007 (\$50 entry fee)

**\$10,000 Grand Prize Purchase Award (\$5,000 for Mini Competition)**

Your entry must represent any of our 390 National Parks and will be judged within one of the three National Park Regions. The highest scoring painting from all entries is named the Grand Prize Winner. It, and the top 33 paintings from each of the three regions advance to the Paint The Parks Top100. All entries must be postmarked by May 31, 2007— No exceptions. An “early bird discount” is available if postmarked by May 1, 2007.

**DIGITAL FILES:** Submission is by DIGITAL FILE ONLY in TIF or JPEG format, minimum file size of 5Megabytes when opened in Photoshop is preferred. If submitting more than one digital file on a single CD, each file must be clearly identified. Any confusion in identifying entries may result in forfeiture of that entry. CDs must be labeled clearly and legibly with permanent marker on the top side of the CD, and on accompanying case, with the artist's first and last name, park 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 your 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. Visible signatures may be masked out for judging. Your artwork should 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 judged. Please attach you entry form to the CD case or with it in an envelope. Use common sense judgement – we must be able to easily match your entry form with your entries on CD.

### PAINT THE PARKS 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 May 1, 2007; **\$50.00** if entry is postmarked after May 1 and prior to May 31, 2007. (\$20 and \$25 for Minis.) You may submit as many entries as you wish in as many park regions as you wish (photocopy the entry form as often as you need). Submitting in multiple park regions increases your chances. Fees may be paid with Visa or MasterCard, personal check, money order, or cashiers check. 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 a confirmation receipt, please include a stamped, self-addressed envelope and we will return a 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 enclosed with this material. Your signature on the entry form signifies compliance with all of the terms of the copyright agreement and all contest rules.

All entries must be PAYABLE and sent to:

**PAINTAMERICA**

P.O. Box 4031, Topeka, Kansas 66604

785.273.4502 • Fax: 785.273.4510 • mail@paintamerica.org

### SPECIFICATIONS / ELIGIBILITY:

Paint The Parks 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.

**SUBJECT:** Nature, landscape, cityscape, wildlife, and/or history represented within any National Park in America are eligible. Flora, fauna and geography must be indigenous to the park depicted. Entries will be judged on artistic merit, composition, technical merit, use of media, and the artists' ability to capture the essence and feeling of the chosen park.

**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 166 and no more than 720 square inches, (Mini entries between 80 and 165 sq. inches). Case by case variances considered. 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, casein, 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 PAINT THE PARKS IMPORTANT DATES:

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

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

**May 31, 2007:** Final postmark deadline for entries – \$50 per entry

**May 31, 2007:** Final postmark deadline for “mini” entries – \$25 per entry

**June 15 - 17, 2007:** Judging for Top 200 finalists

**June 15 - 17, 2007:** Judging for Top 100 finalists “mini”

**June 29 - 30, 2007:** Final Judging of Top100 in the nation

**June 29 - 30, 2007:** Final Judging of Mini50 in the nation

“mini” competition

**August 1, 2007:** Nationwide gallery showings begin of Paint the Parks Top 100



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

Paint the Parks Top100 Art Competition
Deadline: May 1, 2007 (early discount deadline, \$40 entry)
May 31, 2007 (final deadline, \$50 entry)

Paint the Parks Mini50 "Mini" Art Competition
Deadline: May 1, 2007 (early discount deadline, \$20 entry)
May 31, 2007 (final deadline, \$25 entry)

You may submit as many entries as you like. Each entry requires its own form and separate CD image of your original art.

Please accept my work for consideration in the Paint the Parks Top100 Competition or Mini50 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 park depicted: \_\_\_\_\_

Medium \_\_\_\_\_ Dimensions \_\_\_\_\_ 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 "Paint the Parks".

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 to PaintAmerica Scholarship Fund \$ \_\_\_\_\_

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

PaintAmerica
P.O. Box 4031
Topeka, KS 66604



Final Postmark Deadline: May 31, 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 blatant 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 awarded one of these purchase awards, 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, out of court settlement 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 it's 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.** The Artist and PaintAmerica agree that PaintAmerica may, without further permission from the Artist, at it's discretion and at no expense to the Artist, seek out and enter into agreements for the exclusive use of the Artist's image. The Artist may not independently reproduce or publish their image 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, etc. PaintAmerica shall have the privilege of publishing, advertising, announcing and using at it's 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.
- 3. Winners.** The Paint the Parks Top100 original entries including the Top50 "Mini" competition winners agree to accept any and all purchase awards of \$3,000 or greater. Purchase Award Winners, including the Grand Prize Winner, agree to the transfer and release of all right, title, interest and claim in and to the work of art to PaintAmerica, 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 in return for 10% of the sale price of the sold reproduction edition.
- 4. Royalty Payment to Artist.** If PaintAmerica elects to use the Artist's image for LIMITED EDITION REPRODUCTIONS, CANVAS TRANSFER EDITIONS, CARDS, or any other product limited in edition size, he/she will receive a royalty payment of 10% of the gross sales receipts of that product. Payment shall be made quarterly, no later than the 15th of the month after the end of the quarter.
- 5. Expenses and Accounting.** The Artist shall not be responsible for any expenses incurred in the production and sale of any products used by PaintAmerica.
- 6. Display and Sale of Original Art.** The Top100 original entries and the Top50 mini entries may be physically exhibited by PaintAmerica or it's assigned galleries/exhibitors for up to 16 months after the contest has concluded. PaintAmerica retains the right to exhibit or sell a 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 Top 100 and Top50 mini paintings for such price as the Artist establishes. Any unsold paintings will be returned to the Artist following the tour, or the artist may opt to allow PaintAmerica to sell said painting at auction, or continue to market it until sold. For any artwork sold, including the Mini 50 paintings, PaintAmerica and/or it's 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 first place 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 Section 2 and 3 above. The Artist shall allow PaintAmerica or it's 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. This agreement will continue to be in effect from year to year provided the image is being used as contemplated herein. If no agreement has been made within two (2) years or no royalties have been paid to the Artist, this agreement shall be terminated and the Artist shall have the right to reproduce the image.
- 9. Benefits.** The benefits of this agreement shall inure to the benefit of the heirs, successors, and assigns of the respective parties.