

Terms and Conditions

The Buttonwood Art Space Process

- In an attempt to keep costs and thus our commission at a minimum, we prefer to receive and process all applications, digital images, biography and other submissions through the website (www.ButtonwoodArtSpace.com). The annual Visions of the Flint Hills Art Show is an exception. (See section Fees / Costs.)
- All shows at Buttonwood Art Space are juried events. To submit your work to be in a show at BAS simply visit our website and use the "Artist Login" button to register for access.
 - Provide your contact profile and information as requested.
 - Once logged in, you will see four icons on the left menu. These are for Profile, Artwork, Shows, and Log Out. Click on the Artwork button (looks like a palette) to upload digital images then click on the image thumbnail and enter title, size, price, etc.
 - Once you have created an Artist Profile, you can add images at any time and enter into different shows. Digital images of your work should be in .jpg format at 600px wide @ 72 dpi. Image should be no higher than 650px.
- Website registration and applications must be received by the deadlines listed for each show in the "Shows and Dates" section above.
- The Gallery Manager will jury each event and will notify each participant of their status for the show for which they have applied according to the rules of each individual art show. Some shows will have outside jurors – this will be noted in the show description.
- Unique style and media will be considered and is often a criteria of an individual show rule.
- All artworks listed on the web site should be for sale.
- All decisions of what images and art will be displayed are made by BAS Gallery Manager and all decisions are final.
- Unless specific requests are made by the artist, juried images submitted digitally through the web site may be displayed on the Buttonwood entity websites, in marketing and PR pieces, and on the in-house TV screens during reception events. Please make sure uploaded images look as good as possible. We prefer images be of the art piece only, showing no frames and cropped to art image. Buttonwood reserves the right to omit any image from aforementioned display(s).

Art and Artist Information

- We generally schedule one reception or "Opening" for each two-month long show. There may be exceptions in which there are no receptions. (See more under **Art Show Openings – Details** section.)
 - The First Friday Opening is an evening event. Usually attended by about 200 people, this evening event will generally be the highest traffic event of the show. The halls are full and there is an excitement in the air. Artists should invite everyone to this reception and plan on having fun!
- Each artist is welcome to provide business cards or other marketing materials to be displayed in a designated area in the gallery.
- Sculpture and Carvings are required to have a pedestal base and/or cloth to display on. Some tables exist throughout the Art Space and can be used for 3-D work on a first come / first served basis.
- All 2-D artworks must be adequately framed (no plastic frames please) have a wire hanger (no saw-tooth hangers please); we prefer d-ring and wire rather than eye hooks. You may also submit works done on a 1 3/8" wide gallery- wrapped canvas IF the edges are painted with image carried around work or painted a solid color.
- Every artist is welcome to provide a brief biography for marketing materials at the time they apply to be in the show through the website or at delivery.

- Unless other arrangements have been made with the gallery, all artwork not picked up on the scheduled take down day will incur storage fees at a rate of \$5.00 per month. Any artwork left over twelve months becomes the property of Buttonwood Art Space, without prior arrangements.
- Out-of town artists: All shipped artwork must include a call tag for return of art at artist's expense in case the work does not sell.

Art Show Openings – Details

- We make every attempt to open all shows in conjunction with Kansas City's Crossroads "First Fridays" events but generally, will have only one reception per show. We prefer artists displaying work to be in attendance for the Friday night reception for the show, but understand this is not always possible.
- All artists are asked to invite guests, notify mailing lists, friends and family of the show/reception.
 - To assist with these invitations, postcard invitations for each open house event will be provided to artists at no cost by BAS.
 - Each artist is responsible for informing BAS of the postcard quantity desired at least 3 weeks before the show so we can print correct quantity.
 - Artists are also responsible for labeling, postage, and mailing of the postcard invitations to their customer base.
- Buttonwood Art Space will cover all costs involved with each opening event.
- This may include, but is not limited to, providing options: a variety of foods, wine, beer, non-alcoholic beverages, venue, music, staff, purchase payment processing, sales tax collection and transaction receipts for each sale.
- Buttonwood Art Space will also cover advertising unique to each show event.
- Buttonwood Art Space will send a series of promotional press releases to major media in the Kansas City region.

Security

- Security is provided by Buttonwood Art Space via a monitored security system 24 / 7 / 365.
- Cameras cover and record all doors and the stairway in the building, and glass break and/or motion sensors cover every window and hallway.

Liability

- All pieces must be shipped or hand-delivered to Buttonwood Art Space and will be inspected for the ability to hang on our walls and must meet hanging requirements.
- Shipped pieces must include a call tag w/ pre-paid return shipping in case the art does not sell. Please allow two weeks for re- packaging and shipment.
- Insurance for artwork confirmed to have arrived in good condition, through the completion date of the show in which the artwork has been displayed is provided at no cost to the artists by Buttonwood 3013, LLC.

Fees / Costs

- There are no jury or participation fees with the exception of our Visions of the Flint Hills show.
- There are no "opening night" fees, marketing fees or parking fees.
- All internet, cash or check sales will include a 30% commission based off the sale price of each piece to Buttonwood Art Space with the exception of charity art shows which may have a higher rate of commission to the charity.
- Buttonwood Art Space offers a Visa/MasterCard/Discover account specifically to process art

sales for the convenience of the buyer. Associated fees are not passed on to the artist.

- All sales will be conducted through Buttonwood Art Space LLC and applicable sales tax will be collected and paid to the Missouri Revenue Department by BAS.
- Checks representing the remaining percentage of the sale price of each piece (after commission) will be provided to each artist no later than 15 business days after the show take down date.

Website Opportunity – PR and Sales – www.ButtonwoodArtSpace.com

Website PR

- In 2009 a significant investment was made to upgrade the BAS website in order to accomplish two main objectives:
 - Provide the ability for more artists to have an interactive page on the BAS website where each artist can show work for sale and provide Bio info.
 - Provide artists the option for Buttonwood Art Space to sell their work through online inquiry.
- Any artist who has their work shown at BAS can be featured on the website.
 - To be listed as a Artist you need to simply log into the website, create a profile, upload your images and provide image details! Helpful items include:
 - A brief biography (.txt or .doc or email format)
 - Digital images representative of your work (.jpg format at 600px X 600px @ 72 dpi) for the “Artist’s Art” page.
 - The site will automatically resize your images and prepare thumbnails for the site.
 - If you have a website, you may list your website URL address in your profile. All emails listed on your contact information redirect to info@buttonwoodartspace.com. We will forward you inquiries in order to lessen the likelihood of spam and to foster art sales.

Website Sales – Buttonwood Art Space Online

- BAS Website sales are an option available to each artist. Web sales are at 70% to artist and 30% to BAS – unless they are in a current show, in which case the rate is the show rate.
- If you would like to sell your work from our website, we will handle each transaction.
- For each piece you would like to post online you will need to upload the following information:
 - Digital images for each piece (.jpg format @ 72dpi, no wider than 600 pixels or no higher than 650 pixels).
 - Title and details of each work (Click on image to complete fields online.)
 - Retail sale price of each work
 - We prefer to sell originals. If a potential buyer inquires about a print, you will be contacted, but please do not post prints if the original is not for sale.
 - Measured size of physical piece – unframed
 - It is the artists’ responsibility to drop ship any purchased work sold from the online Art Space.
- When artwork “sells” we will send you an email or will call you within 24 hours of the sale. Our email will include contact information for the buyer (name, address, phone, email).
- It is your responsibility to ship the purchased work in an appropriate container – including prints - within 48 hours after being notified of the sale.
- Artist must confirm with us in writing (email, fax, mail) shippers confirmation number (for tracking purposes)
- When we receive payment via credit card, check or cash for the sale we will send you a check within fourteen (14) days of the funds becoming available to BAS. This check will be less

- commission.
- We will collect and process all sales tax for work sold.
- If a piece of work you have listed in online sells elsewhere you must alert us via written communication (email, fax, mail) within 48 hours of the sale and pull the item from the website or mark the price as SOLD.
- If a sale of a previously sold piece takes place and you are unable to deliver the piece, or a similar original, you will be responsible for paying any chargeback costs from credit card processors. Please keep your images listing up to date on the website.

Communications

Please deliver all artwork to:

Buttonwood Art Space, 3013 Main Street, Kansas City, Missouri 64108, 816-285-9040

Please use our website to apply for a Buttonwood show and submit digital images, information, bio's, artist statements, etc.

If you have questions or just need to communicate with us, please send us an email to us at:

Info@ButtonwoodArtSpace.com

You may call Buttonwood Art Space at 816-285-9040 if you have any concerns. Please send all fax communications to: 816-285-9001.

Save the Fountains
Sept 5-30, 2014



Complete if art was shipped: Was a return ship label included? _____ YES _____ NO _____

Artist Application/Agreement

Full Name Printed: _____

Address: _____

City, State, Zip: _____

Email address: _____

Telephone: _____ Cell Phone: _____

Website: _____

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participation in the activities arranged through Buttonwood Art Space (BAS), I hereby release, waive, discharge and covenant not to sue Buttonwood Art Space (BAS) or the City of Fountains Foundation (Charity), its officers, servants, agents, owners, and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in BAS activities, or while in, on or upon the premises where the BAS activities are being conducted, while in transit to or from the premises, or in any place or places connected with the BAS activities.
2. I am fully aware of risks and hazards connected with being on the premises and participating in BAS activities, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in BAS activities, and I hereby elect to voluntarily participate in the BAS activities, to enter upon the above named premises and engage in activities. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in BAS activities, whether caused by the negligence of releasees or otherwise.
3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in BAS activities, whether caused by the negligence of any or all of the releasees, or otherwise.
4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this Application and release, I acknowledge and represent that:

- A. I have read the foregoing page and release, I understand it, and sign it voluntarily as my own free act and deed;
- B. I am at least eighteen (18) years of age and fully competent; and verify that the artwork is an original work completed by me.
- C. I execute this Application and release for full, adequate and complete consideration fully intending to be bound by same.

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- D. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- E. I agree to consign the artwork(s) listed below to BAS on behalf of Charity with the understanding that in the event the artwork(s) sells, I shall receive **50%** of the final sale price within fourteen (14) days of either the close of the art exhibition or upon execution and delivery of a signed W-9 form, whichever occurs later. I shall provide a signed W-9 form to BAS/Charity before such payment can be made. If the art event is a charity event, I understand the payment may be made by the charity directly and I will allow up to 30 days for such payment to be made.
- F. I further understand and agree that any of my submitted artwork may be used for promotional and/or advertising purposes.
- G. I understand the date for picking up unsold artworks from BAS will be September 29-30, 2014.

Participant Signature: _____ **Date:** _____

Title	Retail Price	Received by Artist (Sign if/when you pick up unsold works)

To be signed when picking up any unsold art after the exhibit:

Date returned unsold from BAS _____

Date

Signature of Artist

If art piece has sold – record payment information here. Amount of Check \$ _____

Check # _____ Check Date: _____ Mail or Pick up Date: _____