

# Colored Pencil in Keizer IV

October 1–31, 2018 • Keizer Civic Center  
930 Chemawa Rd NE, Keizer, OR 97303-3716

## Prospectus

### WHAT IS THIS?

“Colored Pencil in Keizer IV” is the fourth Keizer Civic Center show where CPSA Portland DC 201 members display their artwork in a public facility that sees an average of 8,000 visitors each month. Artists may sell their work or simply gain exposure as an artist. **You never know who will see your work!**

### ENTRY FEE?

There is NO CHARGE to our artists to participate.

### COMMISSION?

No commission. You keep 100% of the proceeds of any sales.

### MUST MY ARTWORK BE FOR SALE?

No, but keep in mind that this is a great selling opportunity.

### WHAT IF MY WORK SELLS?

Signage will advise purchasers that they need to contact you directly. You will need to arrange to receive payment for your artwork and provide the buyer with a receipt (which can probably be done by email) so they can show the receipt to the City of Keizer staff to take the artwork home. Please be prepared to bring a replacement piece to Keizer if one of your pieces sells and the buyer wants to take it home before the show ends.

### DROP OFF AND PICK UP

Drop off is **Monday, October 1**, and pick up is **Wednesday, October 31**, between **9:00 and 11:00 a.m. both days**. We will not have designated drivers this year, so you'll need to make your own arrangements if you're unable to drop off or pick up your own work.

### ARTWORK GUIDELINES

- You must be a current member of both CPSA and CPSA DC 201 to participate.
- You may enter up to **three** works (no “age limit”).
- No nudes or subjects depicting violence will be allowed.
- Work must be predominantly colored pencil, but may include other mediums.
- Concept, design, and execution of the artwork should be solely that of the artist. No work copied from copyrighted or published materials. No work copied from someone else's photograph—even with permission.
- Do not include work you entered in previous “Colored Pencil in Keizer” shows held in the civic center. Ellen has a record of previously exhibited work for each artist.
- You may include artwork that has been in a DC 201 judged competition.



## HOW TO ENTER

**Please read and follow all instructions carefully.**

**Monday, September 10 is the deadline for entries.**

**1** Send **ONE** email to these **TWO PEOPLE**:

- Ellen White: [ellen@kittycentral.us](mailto:ellen@kittycentral.us)
- CJ Worlein: [cjworleinportraits@yahoo.com](mailto:cjworleinportraits@yahoo.com)

**Include ALL the following 8 items** (use checkboxes as you type your email). **PLEASE send everything the first time** so we don't have to compile information from several emails:

- 1. Your **name** as you wish it shown on the hang tag
- 2. Your **contact information**: a phone number and best email address for potential buyers to use
- 3. **Title(s)** of the painting(s) you are entering (max. 3)
- 4. The **FRAMED size** of each painting (height x width)
- 5. The **price** of your painting(s) **OR the value** (for insurance purposes) if they are not for sale
- 6. **Medium**: whether art is 100% colored pencil, and if not, what other medium(s) were used
- 7. The **substrate/surface** type or brand (if known) on which the painting was done
- 8. **Attach a separate JPG image of each entry to the email** (photo can include frame and matting, but the artwork must be easily seen)

**2** **Print out and complete the AGREEMENT FOR EXHIBITION OF PROPERTY** (see next four pages), **sign it, and bring the entire original with you when you drop off your work**. Keep a copy for your own records.

## ENTER EARLY

**Available space limits this show to about 50 works of art.** Art will be accepted on a first-come, first-served basis so don't delay! Final deadline to enter is September 10.

## QUESTIONS?

**About the show?** Contact: **Ellen White** 503-423-7415

**About artwork JPGs?** Contact: **CJ Worlein** 503-407-9515

## AGREEMENT FOR EXHIBITION OF PROPERTY

This agreement, made and entered into the 1st day of October, 2018, by and between the City of Keizer, an Oregon municipal corporation (referred to herein as “the City”) and \_\_\_\_\_ (referred to herein as “the Artist”).

WHEREAS, the Artist wishes to display his/her property set forth in Exhibit “A” attached hereto at the City of Keizer Community Center located at 930 Chemawa Road NE, Keizer, Oregon, and the City is prepared to authorize such public display in accordance with the agreement set forth herein;

### THE PARTIES AGREE AS FOLLOWS:

1. On the first date of the Exhibition Period as described in Section 6 herein, and following execution of this Agreement by the Artist, the Artist shall submit to the City for public display those items set forth in Exhibit “A” attached hereto and by this reference incorporated herein and the executed Agreement.

2. The location selected for the public display of Artist’s property is City of Keizer Community Center, 930 Chemawa Road NE, Keizer, Oregon (“Site”).

3. The Artist agrees to transport the listed property at no expense to the site. The City agrees to mount the listed property for public display. Except as provided in paragraph 7 below, the listed property shall remain the property of the Artist.

4. At the end of the Exhibition Period, the City shall dismount the listed property and Artist agrees to remove the listed property from the Site. Only City employees are permitted to mount and dismount the listed property.

5. Transportation of the listed property to and from the Site, and all associated costs and expenses, shall be the responsibility of the Artist.

6. The “Exhibition Period” means the period beginning October 1, 2018 and ending October 31, 2018. The Exhibition Period may not be shortened or extended without written agreement signed by both parties.

7. The Artist may sell the listed property at any time during the Exhibition Period, and, if so sold, may assign his/her right under this Agreement to remove the listed property at the end of the Exhibition Period. Under no circumstances shall sale of Artist’s property terminate this Agreement or adversely affect the parties’ rights hereunder,

including, but not limited to the City's right to exhibit the listed property during the Exhibition Period.

8. The Artist hereby grants the City, in perpetuity, the right to photograph, film, videotape, or otherwise to record or depict Artist's property at any time during the Exhibition Period and to use such photographs, films, videotapes, records or depictions at any time thereafter for the purpose of promoting the Community Center and small fundraising projects to supplement the public art program, provided that the City gives artistic credit to the Artist concurrently with such use.

9. Subject to the terms of this Agreement, the City shall be responsible for damage or loss to Artist's Property. The City's obligation under this Section is solely for the duration of the Exhibition Period and only when the listed property is located at the Site. The City shall have no liability for damage or destruction that may occur during transportation to or from the Site. Regardless of market value, the maximum liability to the City shall be \$3,000 per individual art piece or \$50,000 per exhibition. In addition, if the art work is repairable, City shall reimburse only actual out-of-pocket costs for materials and Artist shall repair the art work without charges for labor.

10. The Artist agrees to indemnify the City from any and all claims, losses, damages, injuries and/or liabilities of any kind whatsoever, arising out of or related to the transportation, installation or removal of Artist's property, or arising out of or related to any defects of the listed property, faulty workmanship of the Artist or any acts of negligence by the Artist, the Artist's agents or employees.

11. The Artist understands that the City does not broker for Artist in any manner, including, but not limited to, connecting Artist with potential purchasers, fielding questions about the property, or accepting payments for purchased property.

12. This Agreement may be terminated at any time by mutual written consent of the parties. In addition, the City may terminate this Agreement at any time upon the occurrence of any of the following events:

- a. Federal or state law, regulations or guidelines are modified or interpreted in such a way that the City is prohibited from proceeding under the terms of this Agreement;
- b. The Artist commits any material breach or default of any covenant or obligation under this Agreement.

13. Except for assignment to a purchaser of the right to remove the listed property after the Exhibition Period as provided in paragraph 7 above, this Agreement is

not assignable by the Artist, either in whole or in part, without the prior written consent of the City. The City and the Artist are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any enforceable benefit or right, whether directly, indirectly, or otherwise, to third persons.

14. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

15. This Agreement represents the entire and integrated Agreement between the City and the Artist, and supersedes all prior negotiations, representations or agreements, either written or oral relating to the listed property. This Agreement may be amended only by written instrument signed by both the Artist and the City.

16. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

17. The undersigned represents that they are fully authorized to sign on behalf of the Artist or Owner of the artwork.

ARTIST

\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF KEIZER, an Oregon  
Municipal corporation

By: \_\_\_\_\_  
Christopher C. Eppley,  
City Manager

DATED: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Maximum of 3 Entries

EXHIBIT "A"

	TITLE OF PROPERTY	MEDIUM OF PROPERTY	DIMENSIONS OF PROPERTY	MARKET VALUE OF PROPERTY
<b>1</b>				
<b>2</b>				
<b>3</b>				

Dated: \_\_\_\_\_

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Mailing Address)

\_\_\_\_\_ (City, State, Zip Code)

\_\_\_\_\_ (Telephone Number)

\_\_\_\_\_ (Email Address)