

# Furry Fiesta 2020 Art Show Artist Agreement

The Furry Fiesta Art Show will be held in the format of a silent auction; registrants also have the option to provide a “Buy it Now” price or have a piece up for display purposes only. Pieces may also be mailed in (see the “**Mail-in Art & Designated Agents**” section below). **Please provide a return shipping label if you choose to exercise the mail-in option.**

Art show staff decisions regarding theme, content or operation of the Art Show are final, but we are open to suggestions and welcome feedback. Questions or Concerns? Let us know! Email us at: [artshow@furryfiesta.org](mailto:artshow@furryfiesta.org)

By registering and participating in the Art Show, registrants state that they are entering this agreement with Creature Arts (referred to as “Creature Arts”) specifically for the Texas Furry Fiesta 2020 Art Show (referred to as “Art Show”) and that they will understand and abide by the terms set forth.

## Pricing

- The Art Show will be divided into a General area and an Adult area. Panel costs are the same in both; table spaces are limited and must be requested ahead of time. Table spaces are also limited to 3D art pieces unless discussed with the Art Show Director prior to the convention.

|                   |           |              |                            |
|-------------------|-----------|--------------|----------------------------|
| Full Panel:       | 4' x 4'   | (pegboard)   | \$15.00 (General or Adult) |
| Half Panel:       | 4' x 2'   | (pegboard)   | \$ 7.50 (General or Adult) |
| Table Space:      | 4' x 2.5' | (half-table) | \$20.00 (General Only)     |
| Half-Table Space: | 4' x 1.5' | (half-table) | \$10.00 (Adult Only)       |

## Content

- The Art Show is a special-interest art show; artwork displayed should feature a predominantly anthropomorphic (animals with human characteristic), theriomorphic (humans with animal characteristics), wildlife or fantasy creature theme.
- All work displayed, whether print or source piece, must be the original creation of the registrant. Characters and pieces that are copyrighted, trademarked, or otherwise owned by someone else may only be displayed with the express, written permission of the owner. Said permission must be provided to the Art Show, and the original artist or owner must be listed on the bid sheet.
- No more than one print of a given piece may be displayed at a time.
- Material in the General area must be suitable for all ages. Artistic depictions that must be displayed in the Adult area include, but are not limited to:
  - Frontal nudity (defined as bare breasts or exposed genitalia)
  - Obvious sexual contact (with or without visible genitalia)
  - Extreme violence
  - Illegal drug use

5. The following subject matter may not be displayed:

- Sexual contact between a human and a non-anthropomorphic animal
- Extreme violence against a minor
- Sexual situations involving a minor
- Any artwork that can be considered a direct threat against a person
- Any artwork that may otherwise be considered legally actionable
- Any artwork that defames or labels any living person, copyrighted or trademarked character or other well-known property (parody may be allowed but only after the Art Show Director's approval)

6. Art that is not the original work must be labeled as such. On such artwork ("prints"), the following are required:

- If the print is from an unlimited run, it must be labeled as such.
- If the print is from a limited run, the print must be numbered, along with the size of the print run, e.g. "3 of 25."
- The method of printing must be given.
- If the print was made from a plate, and the plate has been destroyed, the date of the plate's destruction must be given.

7. Questions? If a registrant is uncertain whether a piece falls under any of the above categories or whether it is suitable to be displayed in the General area, he or she is urged to send a copy (digital or otherwise) of the piece in question to the Art Show staff ahead of time for review. **The Art Show Staff reserves the right to tastefully censor or remove artwork that might be considered offensive to the viewing audience or is in violation of the rules outlined in this agreement.**

### Registration

1. All Art Show registrants **must** submit a **completed registration form via TFF Art Show webpage** and **payment** by cashier's check, money order or PayPal (payments@furryfiesta.org). If unable to fill out and submit registration online, email at [artshow@furryfiesta.org](mailto:artshow@furryfiesta.org) for a copy of the registration form and send a **copy of the Art Show Agreement with all pages initialed** as indicated. Please send these items via email or to:

Creature Arts  
Attn: Furry Fiesta Art Show  
P.O Box 803543  
Dallas, TX 75380-3543

Please be sure to list how many panels, half-panels or table spaces are requested and whether these panel spaces are for General or Adult work. Cashier's check or money orders should be made payable to "Creature Arts", PayPal payments should be submitted to [payments@furryfiesta.org](mailto:payments@furryfiesta.org). **Please indicate which form of payment you will be submitting on the registration form.**

2. All registrants using panel or table space must sign and date the Art Show Agreement (this Document) if unable to fill out the online registration form. If filling out online, by filling in your name on the final page you agree to all that is listed within this document. Space will not be reserved without a completed and signed Art Show Agreement – it must be included with a completed registration form.

3. Completed registrations must be received on or before February 12, 2020. After that, Art Show staff will work to accommodate space, but cannot guarantee it; remaining space will be sold at the convention on a first-come, first-served basis.
4. Art Show space is reserved on a first-come, first-served basis; should all panels or tables be fully reserved, registrants will be placed on a waiting list and contacted as space becomes available. If panels remain unavailable, any funds submitted will be refunded.
5. Each registrant will be sent a link to the control sheet, bid sheet, and other materials as needed. These forms must be completed and sent back before pieces are delivered or displayed.
6. Reservations may be cancelled at any time. Registrants are requested to inform the Art Show as soon as they know they will not use a panel; a full refund is only guaranteed if the request is received on or before **February 12, 2020**. Panels left unused without any prior notice may impact the ability of the registrant who reserved it to reserve space at the next year's Art Show.
7. *Unless prior arrangements are made*, registrants who do not claim their spaces by noon on Friday, February 28, 2020, may forfeit those spaces. There will be no refund for forfeited spaces.
8. New registrants and pieces will be accepted until 11:00am on Saturday, February 29, 2020. After that, panel spaces will be closed.
9. Once a piece has been entered in the Art Show, it may not be removed until after the show has closed. A piece is considered to be entered from the moment a bid sheet or "Display Only" sheet has been placed by it at the panel or table. Once a piece is entered, the terms of sale (minimum bid, not-for-sale status, etc.) may not be changed.
10. If you will not be in attendance of the convention and wish to display your art, a \$20 additional charge will be added to your total registration cost. This is to support the convention for hanging and displaying your art for auction while you are unable to attend. For an additional \$5, we would be happy to send you any of the remaining goodies that we hand out to the attendees. (Items will be mailed out shortly after the conclusion of the convention)
11. Creature Arts reserves the right to refuse service or display privileges to anyone for any reason.

#### **Silent Auction**

1. Pieces in the Art Show may be put up for auction by the registrant. To do so, registrants will check "This item is for auction/sale" in the top section of the control sheet.
2. Registrants may provide a minimum bid requirement. No bids will be accepted for less than the minimum bid; should no bids be received that meet the minimum bid; the piece will remain unsold and will be returned to the registrant at the end of the Art Show. To provide a minimum bid requirement, registrants will enter the price in the "Minimum Bid" box on the control and bid sheets for the piece.
3. If a registrant does not wish to stipulate a minimum bid requirement, he or she will draw a large X through the "Minimum Bid" box on the control and bid sheets for the piece. If no minimum bid requirement is indicated, then any bids will be accepted for the piece.

**Direct Sale**

1. Along with the silent auction process, registrants have the option of providing a "Buy it Now" price on the bid and control sheet for a piece. If a registrant does not wish to provide a "Buy it Now" price, he or she will draw a large X through the "Buy it Now" section of the bid and control sheets.
2. If a piece has no bids, a bidder may elect to purchase the piece immediately at the "Buy it Now" price; Creature Arts strongly recommends that the "Buy it Now" price be substantially higher than the minimum bid price. Once a bid has been placed on the piece, the "Buy it Now" price will no longer be available.
3. A piece for which the "Buy it Now" price has been offered will remain on display until the close of the Art Show and may be picked up by the buyer during checkout on Sunday. A "Buy it Now" bid ends the bidding for that item and the item is considered sold. No other bidders may bid on it.

**"Display Only" Items**

A registrant may also elect to put a piece up for display but not for sale. To do so, registrants will check the "Display Only" option on the control and bid sheets.

**Displaying Art**

1. Unless prior arrangements have been made, art may not be displayed until the registrant has been cleared by the Art Show staff and all paperwork and Art Show pieces have been verified and officially "checked in."
2. Registrants may begin hanging artwork on their assigned panels after 4:00pm on Thursday, February 27, 2020 providing that the Art Show room has been able to fully set-up. Otherwise we will open again for artists only at 9:00am on Friday, February 28, 2020, the Art Show opens to attendees at 11:00am on Friday. Mail-in pieces will be displayed by Art Show staff in a manner appropriate to the pieces unless the registrant provides a preferred layout for the art to be displayed; if one is provided, Art Show staff will endeavor to abide by it as much and as closely as possible.
3. Unsold artwork may be picked up by the registered seller or their designated agent during checkout and must be picked up by the close of the convention on Sunday. Exact pick-up times will be posted at the art show. Any other arrangements must be made with the Art Show Director in advance. Should a registrant fail to pick up his or her artwork, he or she will be responsible for shipping and handling charges as described under "Mail-In Art." Failure to pick up unsold artwork except by prior arrangement may impact the ability of the registrant to reserve space at the next year's Art Show.
4. **Every piece of art displayed must have a tag attached to the back, with the artist's name, title of the piece, and medium. This is in addition to the bid sheet, and is necessary in case the bid sheet is separated from the art.**
5. If a piece is damaged or has other conditions or offers attached to the piece, these must be approved by the Art Show staff.
6. The art show panels are pegboard. Hanging hooks and clips will be provided.
7. All flat art **must be securely framed or matted**; registrants may not simply hang a piece of paper with a drawing on it. Exceptions are original comic book pages on Bristol board and paintings on framed canvases.

8. Creature Arts strongly recommends that small flat artwork be framed or shrink-wrapped and that smudge-prone media (pencils, pastels, etc.) be protected with fixative. Creature Arts is not responsible for damage caused to artwork by hanging or by the art's fragility.
9. Because Three-dimensional artwork often requires special arrangements, registrants must advise Art Show staff what the nature of submitted 3-D artwork is at time of registration so that the Art Show can try to accommodate any special needs.

#### Mail-in Art & Designated Agents

1. The Art Show does accept mail-in flat artwork if it has been previously communicated and arranged to ensure appropriate staffing for Art Show setup and tear-down. However, due to the fragility and special needs of three-dimensional artwork, Creature Arts does not accept mail-in 3D art.
2. Registrants must reserve spaces and receive reservation confirmation before mailing art. All mailed-in art must have completed control sheets, bid sheets and art tags. If the mailed in artwork will arrive between February 24, 2020 and February 28, 2020, then please ship to the convention location:

Hyatt Regency Dallas – C/O Concierge  
Attn: Byron Burnham  
Hold For: Furry Fiesta 2020 (Art Show) on February 28, 2020  
300 Reunion Blvd E  
Dallas, TX 75207

**If the registrant cannot arrange for a package to arrive in this time frame, it can be sent to the following address:**

Byron Burnham  
C/O: TFF 2020 (Art Show)  
2007 Via Miramonte  
Carrollton, TX 75006

**Because this will require a live pickup by convention staff, please coordinate this beforehand. Art Show staff can be notified at [artshow@furryfiesta.org](mailto:artshow@furryfiesta.org). The hotel will only receive and hold packages for 3 days prior to the arrival of Staff on site.**

3. If the artwork is received after 12:00 PM on Friday, February 28, 2020, then the reserved space may be considered forfeit (depending on available panel space). If forfeit, the artist's artwork will be returned. The cost of shipping artwork received after the show is still the responsibility of the artist.
4. Mail-in artwork that does not sell will be returned, whenever possible, in the same container in which it was received. Registrants will pack art in a sturdy, well-padded container that can be reused. **Registrants must include a pre-paid return-shipping label.** Creature Arts strongly recommends insurance for all shipments.
5. If a registrant does not include a return shipping label, any return shipping material costs and fees will be deducted from sales and a receipt-copy will be included with Creature Art's final remittance summary. If insufficient sales are made then Creature Arts will require a payment be sent in the form of a cashier's check, money order or PayPal payment before artwork will be shipped.
6. Art Show staff will work with registrants as closely as possible to ensure a reasonable opportunity to arrange payments for shipping costs. However, if a registrant fails to provide a return shipping label and does not remit

shipping costs to enable the return of artwork within ninety (90) days of the end of the convention (May 29, 2020), the registrant agrees to donate this artwork to Creature Arts for distribution to its charity for the following year's Furry Fiesta convention.

7. While Creature Arts will work to ensure that artwork mailed back is packaged as safely and securely as possible, it does not accept responsibility for damaged artwork due to shipping, whether sending or receiving, and does not accept responsibility for damages due to hanging or unsuitable matting or framing. The artist is responsible for ensuring that artwork is well-matted or well-framed and that insurance on return-label shipping method is sufficient to cover the value of artwork. Creature Arts shipping methods and associated charges to artists will include insurance.
8. Registrants will ensure that back-of-art labels (mentioned above in item four of "Displaying Art") are securely attached to art pieces to clearly identify each piece.
9. If you will not be in attendance of the convention and wish to display your art, a \$20 additional charge will be added to your total registration cost. This is to support the convention for hanging and displaying your art for auction while you are unable to attend. For an additional \$5, we would be happy to send you all the goodies that we hand out to the attendees. (Items will be mailed out shortly after the convention)

### **Consignment**

1. Registrants hereby consign to Creature Arts, and Creature Arts accepts on consignment, artwork listed on the control sheets at the time of Art Show check-in. Additional pieces may be added to this consignment at the discretion of the Art Show Director with the registrant's signed agreement. Control sheets will be signed by the registrant and Creature Arts; mail-in control sheets will be signed by the registrant upon mailing, Creature Arts upon receipt, and by two Creature Arts representatives for verification at time of return mailing.
2. Registrants grant Creature Arts the right to display and sell artwork and handle sales transactions and remittance as detailed in this Agreement; Creature Arts will provide registrants with a Texas state resale certificate upon request. Creature Arts will not allow artwork to be used for any purpose other than exhibition and sale without the written consent of the registrant.
3. Artwork displayed at the Art Show will remain the property of the registrant, but it will be held on consignment by Creature Arts for the duration of the art show or until collection efforts on unpaid art have failed, at a maximum of thirty (30) days after the close of the convention. The registrant is responsible for artwork in transit, whether sent to Creature Arts or mailed for return to the artist.
4. Creature Arts will provide each registrant with an initial tally of sold and unsold artwork when the registrant picks up his or her unsold pieces at the end of the Art Show.
5. Creature Arts will provide each registrant with a final written report that details sold and unsold artwork once collection efforts have succeeded or failed with bidders. This report will also detail proceed division and any additional costs that affect the registrant's payment. Payments will be remitted as detailed in "Payments and Commissions."

**Payment and Commissions**

1. If there are no applicable shipping costs unpaid, payment to the registrant will be made by check in US dollars within thirty (30) days of the close of the convention. Final sales are subject to a 10% sales commission, to be given to our charity, which will be deducted from the registrant's final total.
2. If artwork must be shipped back to a registrant without a return shipping label having been supplied by the registrant, and the artist's sales are greater than the cost of shipping, then the cost of shipping will be deducted from the sales payable to the artist. Optionally, the artist may instead opt to donate the artwork to Creature Arts to receive their full remittance. However, if the artist's sales do not cover the cost of shipping, remittance and artwork will be withheld and we will work with the artist to recover shipping costs for up to ninety (90) days after the close of the convention. After this period, art will be considered donated and the artist will receive the remittance due.
3. Artists may share panel space if they so choose; as described under Content, the registrant must provide written authorization from each artist whose work he or she is displaying. Payment, however, will be sent to the registrant who reserved and paid for the space. Dividing up the payment is the registrant's responsibility, not that of Creature Arts.
4. Creature Arts collects Texas state sales and use tax on Art Show sales but will *not* withhold income or other taxes; such taxes are the responsibility of the artist.

**Bidder Non-Payment / Unpaid Art Show Pieces**

1. Any art retained by Creature Arts for collection efforts that remains unpaid-for by a winning bidder within ninety (90) days of the close of the convention will be shipped to the artist at the end of this period. If the shipping and handling charges exceed the value of the winning bid, Creature Arts will purchase the item for use from the artist at the winning bid amount and remit the appropriate portion to the registrant.

**Liability & Legalese**

1. The exhibitor agrees to protect, save and keep Creature Arts and its staff forever harmless from any damage(s) or charge(s) imposed for violation of any law or ordinance by any exhibitor, any exhibitor's employees or agents, as well for failure to comply with the terms and agreements. The exhibitor shall at all times protect, indemnify, save and keep harmless Creature Arts against and from any loss, cost, damage, liability or expense which arises out of or by reason of any act or omission of exhibitor, his or her employees or agents. The laws of the State of Texas and the United States of America will govern all matters concerning the exhibition of artwork at Texas Furry Fiesta 2020. In the event that any portion of this agreement is held to be unenforceable or invalid, the rest of the agreement shall remain in effect.

**If you need to contact the Art Show Director or have any questions for the Art Show, you can send an email to [artshow@furryfiesta.org](mailto:artshow@furryfiesta.org) and we will respond to you in a timely manner.**