

# ELLIOTT MUSEUM CALL TO ARTISTS

## Rules, Terms and Artist Agreement

### ELIGIBILITY AND SUBMISSION

---

#### 1. Eligibility

This Call to Artists is open to artists of all ages and from all geographic locations.

Artists under the age of 18 may participate with the consent of a parent or legal guardian. A parent or legal guardian must complete or co-sign documentation relating to exhibition terms, sales, payment, insurance or release of artwork when required.

#### 2. Originality and Ownership

Each submitted artwork must be the original work of the submitting Artist.

By submitting artwork, the Artist represents that the Artist created the submitted work, owns the physical artwork or is otherwise legally authorized to exhibit and sell it, possesses the rights necessary for the Museum to display and promote it under this Agreement, and has not knowingly infringed upon another person's copyright, trademark or other intellectual property rights.

If artwork incorporates protected material belonging to another person or organization, the Museum may require documentation establishing the Artist's right to use that material.

The Artist retains copyright in the artwork.

#### 3. Generative Artificial Intelligence

Artwork created wholly or substantially through generative artificial intelligence is not eligible for submission.

The use of generative AI to create, substantially alter or generate the visual content of a submitted artwork is prohibited.

Traditional digital tools used by the Artist in the creation, editing or presentation of the Artist's own original work are permitted, provided that generative artificial intelligence was not used to generate the submitted artwork.

#### 4. Number of Submissions

Each Artist may submit one (1) work for consideration.

Submission does not guarantee acceptance into the exhibition.

#### 5. Required Submission Information

For the submitted artwork, the Artist must provide all information requested in the application.

- Artist name
- Artwork title
- Year created
- Medium/materials
- Dimensions
- Retail price or Not for Sale (NFS) designation
- Insurance value, if requested
- Digital image of the artwork
- Artist statement, biography or other information required by the Call to Artists

The Artist is responsible for the accuracy of all submitted information.

The Museum may correct typographical errors and edit biographies, artwork descriptions and artist statements for grammar, length and consistency while preserving their substance.

## **6. Jury and Selection**

A jury panel appointed by the Museum will select works for inclusion in the exhibition and determine competition results and awards.

Selection may consider the published exhibition criteria, artistic quality, available exhibition space, physical dimensions, installation requirements, safety and the overall composition of the exhibition.

Jury decisions are final.

Acceptance remains subject to physical inspection of the artwork upon delivery.

## **7. Accepted Artwork Must Match the Submission**

The artwork delivered to the Museum must be the same artwork accepted through the jury process and must materially correspond to the submitted image, dimensions, medium and description.

Substitutions are not permitted without prior written approval from the Museum.

The Museum may decline an accepted artwork upon delivery if it differs materially from the submitted work or cannot be safely or reasonably exhibited.

# **PRESENTATION, INSTALLATION AND CALENDAR**

---

## **8. Presentation Standards**

Accepted artwork must arrive complete, clean, dry, structurally stable and ready for exhibition.

- Two-dimensional artwork must be professionally presented and equipped with secure hanging hardware appropriate to its size and weight. Sawtooth hangers will not be accepted.
- Three-dimensional work must be stable and suitable for public display.
- Any unusual mounting, electrical, structural, weight or installation requirements must be disclosed during submission.
- The Museum may decline to install artwork that presents a safety concern or cannot reasonably be accommodated.

## **9. Exhibition Design and Installation**

The Elliott Museum retains final authority over artwork placement, exhibition layout, installation, lighting, labels, interpretive materials and removal.

Artists may provide installation recommendations but may not install, relocate, alter or remove artwork without authorization from Museum staff.

## **10. Exhibition Calendar**

All exhibition dates are currently to be determined. The final Call to Artists will state the applicable dates and deadlines.

- Submission Deadline: NOV 1, 2026
- Acceptance Notification: NOV 5, 2026
- Artwork Delivery: NOV 20, 2026
- Exhibition Opening: DEC 2, 2026
- Opening Reception: DEC 1, 2026
- Exhibition Closing: MAY 30, 2026
- Artwork Pickup: JUNE 10, 2027

Acceptance into the exhibition constitutes the Artist's commitment to make the artwork available for the entire published exhibition period.

## **DELIVERY, SHIPPING AND CUSTODY**

---

### **11. Delivery**

Accepted artwork must be delivered during the published receiving period.

The Artist is responsible for all costs associated with transporting artwork to and from the Museum unless otherwise agreed in writing.

Artwork arriving after the published deadline may be excluded from the exhibition.

### **12. Shipped Artwork**

Shipping is permitted. The Artist is responsible for all incoming and outgoing shipping costs, including any insurance the Artist elects to maintain while the artwork is in transit.

Artwork must arrive in packaging suitable for safe reuse when the artwork is returned or forwarded following the exhibition.

The Museum strongly encourages reusable, recyclable and environmentally responsible packing materials whenever they can provide appropriate protection for the artwork.

Packaging must be adequate to withstand both incoming and outgoing shipment. Artwork arriving in packaging that cannot reasonably be reused may require replacement packaging at the Artist's expense.

Any special unpacking or repacking instructions must accompany the artwork.

The Artist must provide all information and documentation necessary for return shipment.

### **13. Shipping of Sold Artwork**

If a shipped artwork is sold during the exhibition, the Artist is responsible for changing or providing the return-shipping destination so that the artwork is directed to the purchaser after the exhibition closes.

The Artist must provide any revised shipping documentation, carrier authorization, address information or other materials needed to complete shipment to the buyer.

Any additional shipping cost resulting from the sale remains the Artist's responsibility unless another arrangement has been approved in writing.

### **14. Condition and Receipt**

The Museum may inspect, photograph and document the condition of artwork and its packaging upon receipt.

The Artist must disclose known damage, instability or unusual handling requirements before delivery.

The Museum may decline to exhibit work that arrives damaged, unstable, unsafe or materially different from its accepted condition.

Acceptance into Museum custody does not constitute an appraisal or authentication of the artwork.

### **15. Museum Custody**

Artwork enters Museum custody when formally received by authorized Museum staff.

Artwork remains in Museum custody until formally released to the Artist, the Artist's authorized representative, an authorized purchaser or an approved carrier.

Neither the Artist nor a purchaser may remove an artwork before the scheduled close of the exhibition.

## INSURANCE

---

### 16. Insurance and Declared Value

The Artist must provide an accurate declared value for each accepted artwork.

The final insurance provision will specify the Museum's coverage while artwork is in Museum custody and will be coordinated with the Historical Society of Martin County's applicable insurance policy.

The Artist is responsible for arranging any desired insurance for artwork while it is in transit to or from the Museum.

## SALES TERMS

---

### 17. Artwork for Sale or Not for Sale

Artwork may be offered for sale or designated Not for Sale (NFS) at the time of submission.

The designation supplied with the accepted submission will be used for exhibition and sales purposes.

### 18. Retail Price

The Artist establishes the retail selling price when submitting the artwork.

The submitted price must represent the complete retail price offered to the public.

Once accepted, the listed price may not be changed without written authorization from the Museum.

### 19. Commission

All sales of exhibited artwork will be processed through the Elliott Museum.

For each artwork sold, the Artist will receive seventy-five percent (75%) of the retail selling price and the Historical Society of Martin County / Elliott Museum will retain twenty-five percent (25%).

The Artist should establish the retail price with this commission structure in mind.

The Museum will collect and remit applicable sales tax.

### 20. Direct Sales

While artwork is included in the exhibition or remains in Museum custody, the Artist may not accept direct payment from a purchaser, direct a purchaser to complete the transaction privately, negotiate a separate transaction outside the Museum's sales process or otherwise circumvent the Museum commission.

### 21. Price Integrity

By entering the exhibition, the Artist agrees that the listed exhibition price represents the Artist's bona fide retail price for the artwork.

The Artist agrees not to publicly advertise, offer or sell the same artwork at a price lower than its listed exhibition price after the exhibition closes.

### 22. Discounts

No discount may be applied to an exhibited artwork without the Artist's approval.

### 23. Artist Payment

The Museum will issue payment due to the Artist within (30) days after the Museum has received cleared payment from the purchaser.

The Artist is responsible for providing accurate payment and tax information requested by the Museum.

For Artists under 18, payment documentation will be completed through a parent or legal guardian as required.

#### **24. Sold Artwork Remains on Exhibition**

The sale of an artwork does not authorize its early removal.

Neither the Artist nor the purchaser may remove a sold artwork before the scheduled close of the exhibition.

The Museum will determine the procedure and timing for release of sold artwork following the exhibition.

The sale of the physical artwork does not transfer copyright or reproduction rights unless those rights are separately transferred by the Artist in writing.

### **COPYRIGHT, PUBLICITY AND ARTIST INFORMATION**

---

#### **25. Copyright**

Copyright remains with the Artist.

Nothing in this Agreement transfers ownership of the Artist's copyright to the Museum.

#### **26. Permission to Photograph and Reproduce Artwork**

By participating, the Artist grants the Historical Society of Martin County and Elliott Museum a nonexclusive, royalty-free license to photograph the accepted artwork and to reproduce images supplied by the Artist or created by the Museum for exhibition promotion, press and publicity, Museum websites, social media, email, newsletters, educational programs, exhibition materials, documentation and Museum archives.

This permission does not authorize the Museum to commercially reproduce the artwork as merchandise without separate permission from the Artist.

When an individual artwork is featured prominently in a media, promotional or educational piece, the Museum will identify the Artist and artwork whenever the format permits appropriate credit.

#### **27. Artist Information**

The Artist authorizes the Museum to publish exhibition-related information supplied through the application, including the Artist's name, biography, artist statement, professional website and professional social media information.

Private contact, payment and administrative information will not be intentionally published as part of the exhibition without authorization.

### **RECEPTION, JURYING AND AWARDS**

---

#### **28. Opening Reception**

The Elliott Museum will host an opening reception associated with the exhibition.

Participating Artists will be invited to attend.

#### **29. Additional Programming**

The Museum may organize artist talks, demonstrations, lectures, gallery programs, workshops or other educational activities related to the exhibition.

Participation in supplemental programming will be arranged separately with individual Artists.

### **30. Competition and Awards**

A jury panel appointed by the Museum will determine competition results and awards according to the published exhibition criteria.

Award decisions are final.

Acceptance into the exhibition does not guarantee an award.

Award categories and values will be published before the submission deadline.

## **WITHDRAWAL, PICKUP AND UNCLAIMED WORK**

---

### **31. Withdrawal**

By accepting a place in the exhibition, the Artist commits the accepted artwork for the complete exhibition period.

If an Artist wishes to withdraw at any time before the scheduled end of the exhibition, the Artist must request permission from the Museum in writing.

Withdrawal is not effective unless approved by the Museum.

### **32. Failure to Deliver**

Failure to deliver accepted artwork by the published deadline without prior authorization may result in removal from the exhibition.

### **33. Pickup and Release**

Unsold artwork must be retrieved during the published pickup period.

Artwork will be released only to the Artist, a representative authorized by the Artist, an approved carrier or another party whose release has been authorized by the Museum.

Receipt of artwork will require a signature.

The Museum may require the person collecting artwork to present identification before release.

### **34. Unclaimed Artwork**

Artwork not retrieved within thirty (30) days following the published pickup date will be considered unclaimed.

The Museum will make reasonable efforts during that period to contact the Artist using the contact information supplied in the application.

After thirty (30) days, unclaimed artwork shall become the property of the Historical Society of Martin County, to the extent permitted by applicable law. The Museum may retain, sell, donate, dispose of or otherwise use the artwork at its discretion without further obligation to the Artist.

## **EMERGENCIES AND CANCELLATION**

---

### **35. Force Majeure**

The Museum may modify, postpone or cancel the exhibition, reception, programming, installation, operating hours or access because of circumstances beyond its reasonable control, including severe weather, hurricane, natural disaster, fire, public emergency, governmental action, utility or building failure, security concerns or comparable circumstances.

The Museum will make reasonable efforts to notify participating Artists of material changes affecting their participation or artwork.

### **36. Cancellation by the Museum**

If the Museum cancels the exhibition for a reason other than force majeure, all submission fees paid by Artists for that exhibition will be refunded.

If cancellation results from force majeure or comparable circumstances beyond the Museum's reasonable control, submission fees are not required to be refunded.

## **MUSEUM AND ARTIST RESPONSIBILITIES**

---

### **37. Museum Care**

The Museum will exercise reasonable professional care in handling, installing, displaying and storing artwork while it is in Museum custody.

Artwork will not intentionally be cleaned, repaired, altered or removed from its frame, mount or base without authorization from the Artist, except when immediate action is reasonably necessary to protect persons or property.

### **38. Safety and Conduct**

Artists and their representatives must comply with Museum safety, security and staff instructions while on Museum property.

The Museum may restrict or terminate onsite participation when conduct threatens persons, artwork, Museum collections or property or materially disrupts Museum operations.

## **LEGAL PROVISIONS**

---

### **39. Artist Representations**

The Artist represents that the information contained in the application is materially accurate and that the Artist possesses the authority necessary to enter into this Agreement.

For Artists under 18, the parent or legal guardian signing the Agreement represents that they are authorized to provide the required consent on the Artist's behalf.

### **40. Intellectual Property Claims**

The Artist is responsible for claims arising from a material breach of the Artist's representations concerning authorship, ownership or authority to exhibit the submitted artwork.

### **41. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

### **42. No Waiver**

Failure by the Museum to enforce a provision of this Agreement on one occasion does not constitute a waiver of that provision or prevent its later enforcement.

### **43. Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will continue in effect to the extent permitted by law.

### **44. Entire Agreement**

The applicable Call to Artists, these Rules and Artist Agreement, and the Artist's accepted submission constitute the agreement governing the Artist's participation in the exhibition.

No verbal statement or informal communication modifies these terms.

Material amendments must be made in writing by the Museum.

## ELECTRONIC ACCEPTANCE

---

By completing and submitting the Elliott Museum Call to Artists form, the Artist acknowledges that they have read and understand these Call to Artists Rules, Terms and Artist Agreement. The Artist certifies that the information provided in the application is accurate, that they are authorized to submit the artwork described in the application, and that they agree to the exhibition, jurying, custody, sales, copyright, publicity, delivery, shipping, pickup, and other terms stated in this Agreement if their artwork is accepted.

The Artist's electronic acknowledgment and submission through the form constitutes the Artist's acceptance of these terms.

*Please retain a copy of these Rules, Terms and Artist Agreement for your records.*