

# AUT Original Art Sale 2016

## Artist Application Form



To be considered to have your artwork included in art sale, you must apply by completing the form and paying the application fee. The early bird application fee is \$35.

Applications must be entered by the artist or the artist's gallery representative.

A maximum of four (4) artworks will be accepted.

Please read the terms and conditions before making your application.

First Name \_\_\_\_\_

Surname \_\_\_\_\_

Gallery Representative (if any) \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_

Phone number \_\_\_\_\_

Email \_\_\_\_\_

### Postal Registration

1. Read the Terms and Conditions. By sending your application, you also signify your agreement to the T&Cs.
2. Enclose a photograph of your artwork that is typical of your style. Note that this photograph will not be returned.
3. On the back of the photograph clearly write your name, address, telephone number and email address.
4. Indicate how many artworks you would like to enter. A maximum of four (4) artworks will be accepted.
5. Enclose a cheque for NZ\$35 to cover the early bird application fee.
6. Post to The Original Art Sale Ltd, PO Box 76596, Manukau 2104.
7. Results of postal applications will be notified on or before 31 August via email if an email address has been provided. If an email address hasn't been supplied, the applicant will be notified via post.

# THE ORIGINAL ART SALE 2016

## TERMS AND CONDITIONS

### Conditions of Entry

1. Artists must apply online or by post and send a maximum of three ( 3 ) sample photos of previous artworks on or before 31 July 2016.
2. An early bird application fee of \$35 applies from 8am of 15 January to 5pm of 15 February 2016. The standard application fee is \$55. The application fee is non-refundable.
3. All artwork must be original and must be for sale.
4. All artwork must be signed by the artist.
5. The media which will be accepted to the competition are: oil painting, watercolour, mix media, pastel, pencil, photography and other media in 2D.
6. All artwork can only have a maximum length of 1.5m at any given side. Any art works with one side longer than 1.5 meters can only be entered by specific permission from The Original Art Sale.
7. All art must be priced \$100 to \$5000 inclusive of GST.
8. A maximum of four ( 4 ) artworks per artist will be accepted.
9. All artwork produced in New Zealand must be submitted by the artist themselves or by their representative.
10. No reproductions of any sort will be accepted.
11. All artwork (other than sculpture) must be ready to hang on one ( 1 ) standard picture hook. Do not use eyelet screws or any other protruding hooks. No crafts will be accepted.
12. All artwork must be delivered wrapped (completely covered) in bubble wrap, in cardboard or wooden boxes.
13. Limited edition prints of a maximum of 20 prints per artwork may be accepted. Prints must record the number of prints produced from the original (ie 3/20).
14. Closing date for artist application is 5pm of 31 July 2016.

### Selection Process

Photographs of previous artworks must be submitted along with the artist application.

The Original Art Sale reserves the right to accept or reject any applicant for whatever reason and their decision is final.

A maximum of up to 350 artists will be accepted to display up to 4 artworks each.

### Announcement of Results

Online applicants will be notified of their application results within 14-21 business days via email.

Postal applications will be notified on or before Friday 5 August 2016 via email if an email address has been provided. If an email address hasn't been supplied, the applicant will be replied to via post.

Application photographs will not be returned.

The artist can enter the number of paintings advised by the adjudicator, but no more, and must give The Original Art Sale an indication of the approximate number of pieces likely to be supplied.

## **Delivery of Artworks**

All artworks delivered by hand should be submitted between the following days:

**3 to 9 October 2016  
10am and 2pm  
Monday to Saturday  
The Original Art Sale  
Vodafone Events Centre (formerly TelstraClear Pacific)  
770 Great South Road  
Manukau City 2104**

All artworks should be accompanied by the Artist's Entry Contract.

All artwork delivered by courier must be received by 7 October 2016.

There will be no additional hanging fee.

If the artist no longer intends to enter artworks in the sale, the artist is required to notify The Original Art Sale via letter or email.

## **Labelling and Entry Requirements**

A completed and signed Entry Contract must be included with the delivered works.

The signed Entry Contract warrants that the Terms & Conditions have been read and accepted.

Each individual work must have the artist's name, address, medium and the title of the work on the back of each artwork.

Each artwork must be individually titled to be clearly differentiated. i.e. we will not accept 'sunset 1, sunset 2, sunset 3' etc.

All artwork (other than sculpture) must be ready to hang (with string, hooks or other device, which can be hung from a picture hook, mounted on the back).

No crafts will be accepted.

Works in two ( 2 ) or more parts (diptychs etc), which are intended to be sold as one work, must be priced as one work. It must be accompanied by a photo showing the hanging order and orientation of the painting. It must be clearly marked on the back with number 1, 2 etc to indicate the hanging order, from left to right. Artworks with two or more parts which do not meet all requirements will not be accepted in the sale.

Art works must be delivered wrapped (all sides, edges and corners covered) in bubble wrap or cardboard, or in cartons or in wooden boxes.

The Original Art Sale will handle the artworks with the best possible care. **However, it is not responsible for any damage to the artworks caused whilst in transit to and from The Original Art Sale.**

### **Storage of Artworks**

The Original Art Sale staff are the only ones authorised to handle the artworks and store them at the art depot and storage area. The depot and storage area are off limits to the artists and the public at all times.

### **Display of Artworks**

The Original Art Sale staff are the only ones authorised to install, hang, or exchange the artworks before, during or after the sale.

The staff commits to displaying a maximum of two ( 2 ) pieces of artworks of an artist at any one time. The artworks will be rotated throughout the art sale at the staff's discretion.

### **Commission and Payment**

The Original Art Sale is only acting as an agent and will retain a 30% commission on all artworks sold.

Payment cheques will be sent to the artist via post on or before 25 November 2016.

Payment cheques not banked by artists within 6 months of issue will not be replaced.

### **Tax**

All prices are inclusive of GST (if any). The Original Art Sale is acting only as an agent for the applicant and accepts no responsibility or any liability for any GST or income tax payable on the 70% of the sale price of artwork as paid to the applicant.

Such liability for the same shall be the sole responsibility of the individual artist/applicant.

### **Insurance**

Whilst in transit to and from The Original Art Sale, the artist is responsible for insurance of artwork. Once the artwork is in the possession of The Original Art Sale it will be insured by The Original Art Sale. If the work is not sold this insurance policy will extend to the time and date at which the work is collected by or on behalf of the artist including collection by courier, or until Saturday 22 October 2016, whichever date occurs first. Insurance claims by artists must be made within 14 days of the unsold work being returned to/picked up by the artist. Insurance on sold artwork becomes invalid from the time of payment by the purchaser.

### **Packaging and Collection of Unsold Works**

The Original Art Sale will wrap and package all artworks unsold with the best possible care and on a best effort basis. It will not be responsible nor liable for any loss or damage whilst the artwork is in transit.

The Original Art Sale will undertake to return any wooden boxes sent in by artists on a best effort basis. It will not guarantee to return artworks in the same cartons or wrappings in which they were delivered.

The artist will be notified if their work did not sell by 5pm Tuesday 18 October 2016.

Once notified the artist must collect unsold artwork from The Original Art Sale, Vodafone Events Centre (formerly TelstraClear Pacific), 770 Great South Road, Manukau City 2104 between 10am and 2pm, 19 to 22 October 2016.

Artists who cannot collect unsold artworks in person must enclose prepaid courier tickets with their Entry Contract at the time of delivery of their works. Any tickets not used will be returned to the artist. If a person other than the artist is to collect unsold artwork, the name of that person must be given to the organisers in advance of the artwork being collected.

Artists are to ensure the courier tickets supplied for the return of any unsold artwork are the correct tickets for the delivery distance required ie. if you require unsold artwork to be delivered to a rural delivery address please ensure the rural delivery tickets are used.

Artworks with insufficient courier tickets will remain at The Original Art Sale until the artist makes arrangements for the collection of artwork.

Artworks not collected by 5pm 15 November 2016 will become the property of The Original Art Sale and will be donated to a NZ based charity, school, hospital or hospice.

Please Note –

#### **APPLICANT'S WARRANTIES & OBLIGATIONS:**

1. The applicant warrants to The Original Art Sale Ltd and any purchaser of the art that:
  - a. The applicant is the artist or artist's gallery representative and sole owner of the artwork and has power to pass title to the purchaser free of any security interest or encumbrances.
  - b. The artwork is the work of the stated artist and is original.
  - c. The applicant has no reason to believe that there is any possible claim relating to the artwork, which would affect or prevent its sale.
2. The applicant agrees The Original Art Sale Ltd can charge the applicant a commission based on 30% (inclusive of GST) of the purchase price (inclusive of GST if any) for the artwork sold on behalf of the applicant and such commission can be retained or deducted from the purchase price paid for the artwork.

#### **OBLIGATIONS AND LIABILITY OF THE ORIGINAL ART SALE LTD ("the Company")**

1. The Company will not be responsible for artwork which arrives in a damaged condition.
2. The Company will not be liable to the purchaser for:
  - a. any statement or warranty made either by the company or the artist/applicant,
  - b. any warranty of title or freedom from encumbrances,
  - c. any missed description or errors in condition, state or quality of the artwork.
3. The Company will not be liable to the applicant / artist:

- a. directly or by indemnity for any of the matters referred to in 1 except where the breach, or other wrong, was deliberate and without authority or assistance by the applicant / artist.
- b. For any failure to collect the purchase price for the artwork, if the work remains unsold.