

# **Rustycon Art Show Policies**

By Jackie Duram Nilsson - Director

These rules are designed to protect the artist (you), the fans, and the convention. Your signature on this Art Show Agreement signifies your acceptance and promise to abide by these rules.  
Print out, read, sign, and mail *the agreement page (page 3)* with your payment for your art show space.

## **The Art Show**

... is divided into a General Audiences room and a small Adults (Rated R) room. There is no table space in the Adult section.

**Rating:** The art show will have separate sections for General Audience and Adult artwork. Artwork in the General Audiences section *must* be suitable for all ages. Ratings of R or above will need to be placed in the Adult section. Nudity including any genitalia or female nipples will also be restricted to the adult section.

Although the Art Show has an Adult section, any artwork that may be deemed obscene by local community standards or otherwise actionable under the law will not be displayed. This includes, but is not limited to the following: pedophilic content (scenes that depict sex or allude to sex between an adult and a minor, violence or torture with minors in any form), depiction of sex between a human and animal, or artwork that could be taken as a direct threat against an individual.

If you have artwork that you feel may have questionable suitability or thematic relevance to the convention, feel free to e-mail us a scan, and we will let you know if it will be required to be in the Adult section.

**Allowed Items:** Entries are limited to ORIGINAL works by the artist or prints of such. Prints are restricted to the display of one copy. If your entry is a print, it must be labeled as a print. If it is of an unlimited print run, it must be stated as such. For prints with a limited print run, it must be numbered as to its place in the print run, the print medium and if the print is an art print, and the printer used.

If you show artwork that features a character that belongs to someone else, you must credit the owner/creator and have their permission. Works of parody may be exempt from this rule, please ask the Art Show Director if you have any questions about a particular piece. We will show no art work that defames any copyrighted character, living person or fictional character.

THE ART SHOW AND CONVENTION MANAGEMENT  
RESERVES THE RIGHT TO REFUSE ANY ARTWORK

FOR DISPLAY AND/OR SALE FOR INAPPROPRIATENESS OF SUBJECT MATTER OR FOR ADMINISTRATIVE REASONS.

**Display:** Our panels are 4 feet wide by 8 feet high. Our panels are made of standard pegboard, and we will provide long and short hooks, along with clips, to hang pieces with. All two dimensional works must have surfaces that are not easily damaged by hanging. This means all pieces must be mounted and matted prior to the show. We strongly recommend you mat, frame, or shrink-wrap each piece for protection. Make sure the back of art has a label or writing attached to your art pieces so we know which piece is which!

Three-dimensional space is also available at three square feet each and will be available on a first-come, first-reserved basis until all is gone. Please indicate on your entry form any special needs and the size and type of piece in question (free standing, a figurine that requires display case space, etc.). Three-dimensional pieces submitted by mail for display require special attention. Therefore, the Art Show will inspect each piece submitted as it is unpacked. If we find any damage, we will take photos of the damaged piece and contact you as soon as is possible, preferably by email. Attending artists or their agents are required to set these pieces up for exhibit. Display cases for jewelry are recommended. Every piece should be shown in a protective display case where and when possible. All display items must be supplied by the artist. Please provide shipping boxes with packing materials for all 3-D art that is for sale. This is for your art's protection and for transport by a buyer.

We reserve the right to rearrange displays in order to fit more artwork into the show.

All pieces of artwork entered into the art show must have accompanying bid or no-sale control sheets and labels. These are available for download from the Rustycon website and will be available at the convention as well.

If we have sold all available panels for the Art Show, we will establish a waiting list to be filled. The Art Show

director will notify you if you are on the waiting list and on details for how to check to see if any panels have become available for you. Any unclaimed Art Show panels will be released at 9AM on Saturday to any exhibitors on our waiting list by order of position on the list. If you do not think you will have your pieces hung by Friday night, you should contact the Art Show director beforehand.

**Sales:** The Rustycon Art Show will collect 10% of your total sales as its commission for the display and sales of your works. When the Art Show **pickup** opens on Sunday, artists and agents may pick up any unsold pieces and those labeled NOT FOR SALE.

Pieces that receive two (2) bids will automatically go to auction. Auction pieces will be sold during the live auction on Sunday afternoon. The auction will feature first the Adult pieces and will be restricted to members 18 and older. After all adult pieces have been auctioned, the auction will be opened to General Items. Auction pieces may be claimed by the winning bidder following the auction.

The Rustycon Art Show collects sales tax. The Art Show will *not* withhold income tax or other taxes; such taxes are the sole responsibility of the artist.

You have the option of allowing pieces to be sold during the show immediately, without the bid process by checking YES in the Direct Sale field, and entering a price for which the piece of art may be purchased directly from the Art Show. No piece sold by direct sale will be given to the purchaser until Sunday after the show closes.

Artwork not claimed by the winning buyers by Sunday evening at 4PM will be returned to the artist. Artwork not claimed by the artists by Monday morning at 8AM will become property of Rustycon. These rules are subject to special arrangements that can be made.

Artists will be paid within six weeks after the Convention for art that was sold. No payments will be made at the show.

### **THE PRINT SHOP**

There will be a Print Shop for direct sale of photoprints (non-original art), cards, bookmarks, and any other promotional artwork pieces. This year, there is no cost for putting items in the Print shop. Alternatively, a single copy of a print may be exhibited on your Art Show panel but will still be tagged with the little tag for prints and be sold for the same price as if for direct sale in the Print Shop. **YOU MUST HAVE AT LEAST THREE BUT NO MORE THAN 10 COPIES OF ANY ONE IMAGE.**

Copies of an image that are of a different size, matted vs. unmatted vs. framed should be considered as separate artwork when completing the Print Control sheet(s).

### **Mailing:**

Please pack your art in a sturdy, well padded container that can be reused. All mail-in artwork must include a prepaid return shipping label for unsold artwork via either United States Postal Service, United Parcel Service, or a check to cover return of art. This must include any insurance you wish to purchase for the return shipment of any unsold artwork. artwork that does not sell will be returned, whenever possible, in the same container in which it was received. **ANY ART SENT WITHOUT ALL FORMS OR FEES WILL NOT BE EXHIBITED.**

Rustycon will not be responsible for lost or damaged shipments of return artwork.

### **Final Notes:**

The art show director will have final say in all disputes involving the art show. In rare cases, appeals can be made to the chairman, but he will likely decide with the art show director.

If there's something that's not covered in the above rules, we'll talk it over and try to come up with a reasonable rule to cover the situation.

Please remember that Rustycon is a volunteer organization. Everyone here is doing their level best to act in a courteous and professional manner – while making you some money – because that's the way we ought to do it. If somebody's doing a good job for you, thank them. It goes a long way. And if they're not doing a good job, let the Art Show director know (email to [artshow@rustycon.com](mailto:artshow@rustycon.com)) – or, if she's the one you think has created the problem, let the Rustycon Chairperson (email to [chair@rustycon.com](mailto:chair@rustycon.com)) know. We want to know what the problems are and we want to find solutions. And, yes, we really **will** try to be reasonable.

The exhibitor agrees not to hold Rustycon liable for any damages or charges imposed for violations of any law or ordinance by any exhibitor, his employees or agents, as well for failure to comply with the terms and agreements. Remember, the exhibitor shall at all times indemnify and hold harmless Rustycon, it's Executive Committee, staff, and volunteers, 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.

If you have any questions about these rules, or have any special requirements, please write the Art Show Director in

advance. The e-mail contact for the art show is: artshow@rustycon.com.

All correspondence concerning the art show should be addressed to:

Rustycon 2009 Art show  
Jackie Duram Nilsson  
5201 150<sup>th</sup> Place SW  
Edmonds, WA 98026  
(425)743-5894  
gryphon@northwest.net

This will also serve as the mailing address for all pieces to be entered in the art show if an artist is not able to attend the convention.

I have read, understand, and hereby agree to the Rustycon Art Show rules.

Signed: \_\_\_\_\_

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

Name (please print): \_\_\_\_\_

Agent for (please print): \_\_\_\_\_

Special instructions: