



Marting's Pop-Up Gallery
Artist Guide, Spec Sheet and Terms & Conditions

Thank you for your interest in participating in the Scioto Art Trail Pop-Up Gallery project! The goal of this project/Pop-Up is to showcase the wonderfully talented and skilled individuals in Scioto County and their artistic endeavors and expressions.

To effectively implement this Pop-Up gallery, and make it a success; it is important that Artists adhere to the following guidelines, which will ensure the best possible results. The guidelines that follow are intended to provide Artists with a reasonable process that will safeguard the interests of the artist, community, Scioto Art Trail and the host Sponsor.

Definitions:

Scioto Art Trail (SAT) – A project to improve community well-being, foster a sense of community connectedness through art and aesthetics, as well as building cultural and social capital in Scioto County.

SAT Coordinator – Jason Anthony Tussey

Sponsor / Location– Marting's Building in Portsmouth Ohio / City of Portsmouth

Artist – Individual or group who produces work in any of the arts.

Submission Deadline – 3/31/18

Pop-Up Start Date – 4/5/18 **Duration** – 30 Days

Location – Marting’s Building, Chillicothe Street, Portsmouth OH

Location Specs – Display windows, not climate controlled

Who can participate? Everyone! All ages, abilities and skill levels are welcome.

What is the timeline? The pop-up gallery is a 30 day commitment.

How will I know my work has been selected? SAT will respond to all applicants in regards to their acceptance or denial in the Pop-Up gallery.

What works are eligible? All two- and three-dimensional works are welcome, including paintings, drawings, photographs, sculptures, wood work, glass, and other mixed media works. The works may be in any style, from fine arts to folk/primitive and everything in between. Digital or works which require electricity, are sadly not permitted in this specific project.

Can I sell my works at the pop-up gallery?

Yes, however, the sale is between the patron and the artist. If a patron contacts the artist to purchase a work, the work shall remain at the pop-up gallery until the termination date (30 days).

What about content/context of the work?

The work(s) must be original work, created solely by artist and must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any person or entity.

The work shall be appropriate for display in a public space, and without limiting the generality of the foregoing, the design should not contain, nor suggest profanity, sexual content, violence, or inappropriate content.

Please keep it appropriate. No foul language or racist, political, sexual, drug or other inflammatory references. Any Artist that break these guidelines rules will be removed from participation and their work blocked.

No signage or subject matter that could be construed as advertising, copy, symbols or references directly promoting any product, business, brand, organization, service, cause, or political messages.

The work must not create or imply any improper association between SAT, Sponsor and any individual, entity, or anyone else or his, her, or its products or services.

The work must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or right of privacy or publicity.

The work must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, SAT, Sponsor, or any third party.

The work must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, provincial, or local law, rule, or regulation. The work must be suitable for presentation in a public forum.

Artistic Rights

Artists of each submitted works consents to the use by SAT of his or her name, likeness and accepted work submission for the promotion of SAT and the Pop-Up gallery. Promotional activities may include, but are not limited to, featuring the Artist in SAT's newsletter and other print and online materials in addition to its publication in external municipal, provincial and/or national newspapers and magazines in print and online. No follow-up will be required in these instances.

This Project will promote the works online via social media, its website and email. Artists are encouraged to also promote their work through their own social and professional networks.

You grant SAT the non-exclusive right to use and publicly display your work, to publish and distribute photo and video images of all or a portion of the work, in perpetuity, in any of SAT's online, print or other media publications, channels, materials or exhibitions (including but not limited to SAT's, as well as the Sponsor's Facebook, Twitter or Instagram or other social media accounts), for purposes of promoting the work and project including but not limited to editorial, advertising, and publicity, without payment of compensation unless prohibited by law; provided, however, that SAT will not use the artist's work for purely commercial purposes (exclusive of fundraising).

You grant the SAT the right, but not the obligation, to provide your name, and your city and state of residence, when displaying, publishing or reproducing images of, or otherwise using reproductions of the submitted work. Subject to the rights granted to SAT, and Sponsor, you retain all other copyrights and rights to future use of the work. SAT, and Sponsor will make every effort to credit you by name when it uses a photo of your work, you acknowledge that there may be circumstances where it is not possible for SAT or Sponsor to do so.

You represent and warrant that the submitted work that you create are original and are solely your own work, and that no part of the submitted work will infringe or violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of any third party.

You further represent and warrant that your participation in SAT does not violate any agreement between you and a third party.

General

Artists agree to release and waive any claims they may have against SAT, the Coordinator, Sponsor and its affiliates, and their respective trustees, officers, employees and agents, for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorney's fees) resulting from installation, repair, or transport.

Declaration

You affirm that you have read and accepted these rules. Artists agree to defend, indemnify and hold harmless SAT, the Coordinator and Sponsor and its trustees, officers, employees and agents, against any and all claims arising out of SAT or Sponsor's use of the Artist's work. SAT shall be governed by and construed in accordance with the laws of the State of Ohio. By participating in SAT, Artists hereby submit to the jurisdiction and venue of the federal and state courts of Ohio and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.

Pledge of Originality: I declare and avow that artwork I am submitting is my own original work and was not copied from other artists' works or photographs. I did not trace other artwork, purchase or forge and no other hands were involved in the production. The work must be the artist's own creation and idea.

Name of Artist (Print): _____

Signature: _____ DATE: _____

I have read and understand the rules, terms and conditions and give final consent and assurance to the above.

Name of Artist (Print): _____

Signature: _____ DATE: _____

Email Address: _____

Telephone: _____

Parent of participants under the age of 18 please sign here:

_____ DATE: _____