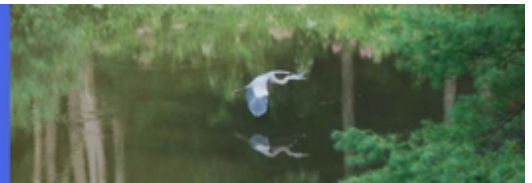


Building a Peaceable Community

International Artist Open Invitational

Sponsored by B4 Peace

January 13- February 4th



OFFICIAL RULES AND TERMS OF AGREEMENT

2018 BUILDING A PEACEABLE COMMUNITY INVITATIONAL

B4 Peace, a project of GRACE Cares, Inc., a Vermont non-profit corporation (together along with their members, directors, volunteers, contractors, employees, officers, and agents “Sponsors”) will host the BUILDING A PEACEABLE COMMUNITY ART INVITATIONAL (hereinafter the “Invitational”) from January 13, 2018 through February 3, 2018 at The New Orleans Art Center, 3330 St Claude Ave, New Orleans, LA. Artists invited to enter may submit up to 5 pieces of Artwork (defined below) for exhibition, sale and prize consideration at the Invitational. An artist who submits Artwork shall be referred to as an “Entrant” herein. These Official Rules and Terms of Agreement (“Terms and Conditions”) governing all aspects of an Entrant’s participation in the Invitational. Submission of Artwork or participation in the Invitational in any way constitutes an Entrant’s full and unconditional agreement to these Terms and Conditions.

Eligibility

The Invitational is open to artists in any media (e.g. drawings, paintings, pastels, prints, photography, paper sculpture, 3D, bound books, collage, mixed media, video). In order to be eligible to exhibit and sell works of art at the Invitational, the Entrant must agree to and comply with these Terms and Conditions and submit at least 1 and no more than 5 works of art, each of which comply with the Artwork Specifications herein (each work of art being referred to herein as “Artwork”).

Acceptance Procedure

All work will be reviewed by the curatorial team and designees. Notification of acceptance/non-acceptance will be made via email per the event timeline and no later than November 30, 2017.

Shipping & Risk of Loss

a. Shipping Procedure

The Entrant must ship the Accepted Artwork to: Peaceable Community c/o New Orleans Art Center 3330 St Claude Ave, New Orleans, LA 70117. Entered Artwork must arrive between January 1-5, 2018. The Entrant must include his or her name, address, email address and phone number and directions as to the price to be set for the sale of the Artwork at the Invitational. The Entrant must ship entered Artwork in containers suitable for return use, and the Entrant must include prepaid return shipping with any submitted Work. Invitational may dispose of any Artwork that has not been picked up by February 11, 2018 and for which no return shipping has been supplied at its absolute discretion. If disposal is by sale, which it need not be, a storage fee, broker fee, and expenses incurred to advertise or facilitate the sale of the Artwork shall be reduced B4 Peace: Building a Peaceable Community – t. +1-802-258-1855 from the proceeds and the balance shall be sent to Entrant at address provided during registration. Invitational shall have no duty to sell, store, display, preserve, or destroy the Artwork after February 11, 2018.

b. Risk of Loss

The Entrant bears all risk of loss during transit, and the Invitational shall not be responsible for any damages that occur in shipment to or from the Invitational. The Invitational, B4 Peace and New Orleans art gallery does not carry art insurance and will not be responsible for the loss or damage of your art. Artwork not sold will be returned to the Entrant within thirty (30) days of the end of the Invitational, unless the Entrant fails to provide sponsor adequate prepaid return shipping.

Artwork Specifications

The Entrant, by entering any Artwork in the Invitational, represents and warrants that he or she conceived and created the Artwork and that he or she possesses all rights and permissions necessary display, exhibit and sell the Artwork in connection with the Invitational without infringement upon the rights of any third party. All Artwork must be ready to hang with gallery wire only.

Awards

Three cash prizes will be awarded, namely, a \$1000 Curator's Choice Award, a \$500 Curator's Choice Award, and a \$150 People's Choice Award. The Curator's Choice Awards will be awarded in the sole discretion of the Invitational curators. The People's Choice Award will be awarded to the entrant who garners the most votes cast by Invitational attendees. Awards check will be mailed to the Entrant address listed at registration within thirty (30) days of the end of the Invitational.

Discretion to Refuse Entries

Curators/Jurors may refuse to exhibit or offer for sale any entry which, in its sole discretion, is not consistent with the image or theme and message of the Invitational.

Sale of Artwork

All Artwork entered will be offered for sale during the Invitational at a price established by the Entrant. The Entrant must include with the submitted Artwork written direction regarding the sale price. The Entrant will be responsible for any taxes associated with their portion of the sale. New Orleans Art Center will receive a fifty percent (50%) commission on the sales price. The full sale price, less any amount due as a commission, will be paid to the Entrant within thirty (30) days of the end of the Invitational. Sale is not guaranteed.

License

Sponsor will retain photographs, digital images and/or video recordings of the submitted Artwork and any other images submitted by the Entrant in connection with the Invitational. The Entrant grants to sponsor a perpetual, royalty-free, non-exclusive license to display, copy and distribute images of the entered Artwork or image submitted to sponsor, edited or unedited in any form or medium (whether known now or hereafter developed and including print materials and Internet communications), in connection with marketing, promoting and exploiting the Invitational and for other publicity purposes without further review, notification, payment or consideration. The Entrant retains all right, title, and interest in and to the original work of art

and ownership of copyrights. The Entrant further agrees that, if the Entrant is selected as a prize winner in the Invitational, Sponsor may use the Entrant's name, likeness, photograph, voice, opinion, statements, and biographical information and the Entrant's submitted Artwork in any form or medium now known or hereafter developed, in perpetuity, without further review, notification, payment or consideration (unless otherwise prohibited by law).

Liability

By submitting Artwork, the Entrant agrees to release, discharge, indemnify, defend, protect, and hold Sponsors (the "Released Parties") harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements of whatsoever kind and nature (collectively, "Claims") including legal fees and expenses imposed on, incurred by, or asserted against Sponsors in any way relating to the Invitational or the Artwork submitted by the Entrant. Possible Claims include, but are not limited to: (a) claims as a result of latent or patent defects in the Artwork; (b) claims for infringement of trademark or copyright, contributory infringement, false light, invasion of privacy, portrayal in a false light, defamation, and infringement of any right of publicity; (c) tort claims of any kind, including claims for injury or damage to property, or injury or death to any person arising out of the Entrant's entry in the Invitational; and (d) contract or sale related claims arising from the sale of the Artwork. The Released Parties are not responsible for technical or human error or for technical failures which may occur in the administration of the Invitational or for any damages to person or property that may be caused, indirectly or directly, by the Entrant's entry into the Invitational. TO THE FULLEST EXTENT PERMITTED BY LAW, Sponsors DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE FOR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATED TO, OR ARISING OUT OF, THE INVITATIONAL.

Severability

If any provision of these Terms and Conditions shall be held or deemed to be illegal, inoperative, or unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be of no force or effect, but shall not affect any other provisions of these Terms and Conditions, nor render any other provision invalid, inoperative, or unenforceable to any extent whatsoever.

Disputes and Governing Law

The agreement formed between Artist and Sponsors pursuant to these Terms and Conditions shall be governed by the laws of the State of Vermont (without regard to conflict of law principles). Any dispute arising here from shall be brought exclusively in the state or federal courts situated in Windham County, Vermont and the parties irrevocably consent to the jurisdiction of said courts. The prevailing party in any such legal proceeding shall be entitled to an award of reasonable attorney's fees and costs