

The BayCon Art Show

The Art Show

The purpose of the **BayCon Art Show** is to exhibit and sell works of art of a fantasy or science fiction theme.

But is it Art?

The BayCon Art Show is not juried. Within the guidelines below, all manner of works of art are acceptable. This can include paintings, sketches, drawings, etchings, jewelry, sculpture, et cetera.

It may be art, but...

...this is a "PG-13" show. As we don't have an adults-only area, we don't allow artwork that would violate "community standards". (A good rule of thumb is that if it wouldn't be appropriate for broadcast TV, the artwork may not be appropriate for BayCon.) If the artwork features a character or idea that does not belong to you, you need to credit the owner or creator (e.g. Disney character must be labeled "© Disney"). Please contact the Art Show Manager with any questions about a piece. We may refuse to hang art that we feel violates these guidelines. **The judgment of the Art Show Manager and staff is final.**

Prints and mechanical reproductions

"Fine art prints" are welcome in any edition size. These are hand-made by the artist, from a physical object (e.g. litho stone, etching plate, silkscreen, photographic material, etc.). Mechanical reproductions are prints entirely produced by a mechanical device (e.g., giclee, inkjet, laserprint, offset, color copier, etc.) without handwork by the artist, and made from any kind of original (including all-digital): these prints are welcome if they are from a small, numbered edition. Large editions (more than 1000) are discouraged. Hand retouched or remarqued prints will be considered to be Fine Art prints.

In any form, only one print from an edition may be displayed in the show and it must be labeled as to the medium/technology of the print itself, not the medium of the original. Also, all prints must include a Certificate of Authenticity as provided by state law (CA Civ Code 1742(a), see <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=civ&group=01001-02000&file=1742-1744.9>).

Entering the show

You may download the necessary forms from the BayCon web site or contact the Art Show Manager, via either electronic or postal mail, and they'll be sent to you. Complete the entry form and mail it and your fee(s), as a check payable to "BayCon", to the address on the form. You will receive back your artist number for this year as confirmation of entry. Feel free to copy forms if needed.

Electronic versions (PDF) of the all the forms are available, along with electronic submission of control sheets. Contact us for more information.

The fee for each exhibition panel space (4'x4') or table space (3'x4') is \$17.50. Space is allocated on a first come, first reserved basis, and isn't actually reserved for you until we've received the entry form and payment. (Reserved means that we're expecting your artwork and holding some space for you.) Space that has not been claimed by Noon on Saturday will be made available to any waiting artists. We do not make refunds for unclaimed space.

Every Artist must be a member of the convention or be represented by an Agent that is an attending member.

(If the Artist is attending BayCon, they must have an Attending Membership. If the Artist is not physically attending the convention, they must either hold a Supporting membership (\$20) to cover handling, insurance, and other expenses, or be represented by an Agent holding an Attending Membership.)

An Agent is someone who will be handling your artwork and art show-related affairs at the convention. You authorize them to deliver and remove your artwork, make decisions regarding your artwork, and optionally to receive payments for you. If you are not attending the convention and will use an agent, you need to send us a letter giving their name/address and what you authorize them to do on your behalf. Please give them a copy of the letter, too. (A sample letter is available.)

Also, each artist must register on a separate entry form and receive a separate artist number, even if one Agent is handling the affairs of multiple artists. If you need to combine the works of multiple artists onto a single panel, please arrange this with the Art Show Manager in advance.

Reservations will be accepted until May 1, 2013. After that, entry is by special arrangement of the Art Show Manager. We accept mail-in art, which must be **received** by May 19 to be assured a place in the show.

Because we collect sales tax on your sales, we must have your **Taxpayer ID number** (usually your Social Security Number) on file. We are also obligated to report your sales income to the IRS. If we don't have this already, please complete the included IRS form W-9. We can't pay you without this. These forms are forwarded directly to the treasurer, not kept by the art show.

Please indicate on your entry form any special needs for your display (electricity, etc.).

Displaying artwork

Our panels are pegboard. Artwork is hung by hooks and bulldog clips (provided) unless the piece has attached hangers which will fit the hooks. While we'll be as careful as possible when hanging mail-in art work, we will not take responsibility for pieces that are damaged either by shipping or hanging.

Two-dimensional works should have surfaces that are not easily damaged by hanging. This means pieces should be mounted and matted. If you feel your work is valued at more than \$100.00, we strongly recommend you frame or shrink-wrap each piece for protection.

If you intend to hang a business card holder, it should not interfere with bid sheets.

We highly recommend that you provide display cases for jewelry or small items. Every piece should be shown in a protective display case if at all possible. If possible, please provide shipping boxes with packing materials for 3-D art for transport by a buyer. The BayCon Art Show staff will not take responsibility for pieces that are damaged in handling while in the show.

Once a piece is entered into the show, you cannot change the conditions of sale, such as minimum bid price or NOT FOR SALE (NFS) status. A piece is considered to be entered when the Art Show staff accepts the work by signing the control sheet.

The Secret Word is alexander mittens the great....

Labeling & bid sheets

All artwork need two labels: an artist name and address label and a bid/NFS sheet. The artist name and address label (on the back or bottom of the piece) should contain the your name, address, artist number, the title of the piece, and its control sheet number.

You have the option of allowing pieces to be sold during the show immediately without the bid process (a *Direct Sale* or *Quick Sale*). A buyer may purchase your piece for a direct sale price (which you set) as long as no bids have been placed on the bid sheet. If you use this option, **we suggest that the direct sale price be substantially higher than the minimum bid price**, to make sure that you receive what the piece is worth. If you do not use this option, put the \$0 or "N/A" in the Direct Sale Price space.

The bid/NFS sheet contains your name & artist number, the control sheet number & title of the piece, the medium used, minimum bid (or NFS/NOT FOR SALE), and direct sale price (if any).

- When numbering pieces, use numbers only, do not use letters.
- If the piece is an original, enter the medium used to create it.
- If the piece is a print or reproduction, enter the printing technology used to reproduce it (NOT the medium of the original), the run size, and the position in the run (e.g.: "laserprint 24/100").
- California law requires all prints to have a Certificate of Authenticity. See above.

Payment for sales

Artists payment checks will be issued for sold artwork between five and six weeks after the Convention. *No payments will be made at the convention* and no payments will be made if we do not have the artist's Taxpayer ID number on file. Checks will be written to the Artist's legal name as shown on the entry form. To assist artists in safeguarding their rights as creators of their works, BayCon provides each artist or exhibitor with a record of purchaser's names and addresses. For further payment info, please see Artistic Solutions Inc. policy #5 "Art Show payments" (http://artisticsolutions.org/ASI_Policy-5_Art_Show_Policy.pdf).

BayCon collects 15% of the total sales of each artist as its commission for the display and sales of the work. BayCon also collects and remits the Santa Clara County, California sales tax (currently 9.25%). If sufficiently large, we also will report your sales income to the IRS.

Abandoned art

At the end of the show, any artwork bid on but not paid-for will be returned to the artist. Art not claimed by the artist will be considered to be abandoned. We will attempt to contact the artist to return it, however if we are unsuccessful it will be disposed of at the discretion of the Art Show Manager.

Other stuff

No photography of any type is allowed in the Art Show without approval of the Art Show Manager.

The Usual Disclaimer

The decisions of the Art Show Manager are final in all matters. The artist agrees to protect, keep, and save BayCon and Artistic Solutions, Inc. forever harmless from any damage(s) or charge(s) 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. The artist shall at all times protect, indemnify, save and keep harmless BayCon and Artistic Solutions, Inc. against and from any loss, cost, damage, liability or expense which arises out of or by reason of any act or omission of artist, his employees or agents.

These rules have been designed to protect everyone, including the artist, the convention attendees, and convention itself. Your signature on the entry form is your agreement to follow these rules and all applicable laws of the State of California and the United States. If you do not abide by these rules, we will remove your work from the Art Show. If we do remove your work from the show for violation of the rules, we will not refund any fees. The exhibitor (the artist) shall at all times protect, indemnify, save, and hold harmless BayCon and Artistic Solutions, Inc. against and from any loss, cost, damage, liability, or expense which arises out of or by reason of any act or omission of exhibitor, his employees, or agents.

If you have any questions about these rules, or have any special requirements, please contact the Art Show Manager (artshow13@baycon.org).