



**2025 ARTISTS IN BLOOM
EXHIBITION PROSPECTUS & ARTIST AGREEMENT**

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This agreement is between Naples Botanical Garden ('The Garden') and _____ ('The Submitter') to be considered for the exhibition: *Artists in Bloom 2025* ('The Exhibition').

Whereas The Submitter is submitting images of Artwork for consideration for The Exhibition coordinated by The Garden in partnership with United Arts Collier (UAC). The Submitter has created and owns The Artwork(s) submitted in the Juried Exhibition Application and desires to exhibit the same. Should The Artwork by The Submitter be selected for The Exhibition The Submitter agrees as follows:

GENERAL INFORMATION:

A. Exhibition Location:

Naples Botanical Garden – Kapnick Hall
4820 Bayshore Drive
Naples, FL 34112

B. Key Dates:

Exhibition Dates: July 19-October 26, 2025

Entry Deadline: February 16, 2025

Jury Results In: March 19, 2025

Hand-delivered Artwork Drop Off: Friday & Saturday, July 11 & 12, 2025, 10am-12pm

Hand-delivered Artwork Pick Up: Monday & Tuesday, October 27 & 28, 2025, 10am-12pm

C. UAC Representative:

Name: Dani Papnikolaou, Program Coordinator

Phone: (954) 482-1716

Email: dani@unitedartscollier.org

D. Submission Email:

Email: submissions@unitedartscollier.org

ELIGIBILITY

- A. The Submitter submitting artwork to *Artists in Bloom* must hold a current membership with The Garden or UAC.
- B. This juried exhibition is open to both amateur and professional artists.
- C. All 2D media are acceptable; 2D media include but are not limited to oil, graphite, fiber, pastel, photography, and digital art. Living media are not permitted.
- D. All artwork submitted to *Artists in Bloom* must be original and free of copyright infringements.
- E. Giclées will not be accepted.
- F. AI-generated artwork will not be accepted.
- G. Work must be of The Garden's flora, fauna, architecture, and/or landscapes.

SELECTION PROCESS

Artwork will be selected by Naples Botanical Garden's Arts & Culture Committee.

THEME

Naples Botanical Garden bursts with life and inspiration, a muse for amateur and professional creators alike. Through diverse media *Artists in Bloom* explores the artist's endless pursuit to interpret the unique compositions found in its landscapes.

This exhibition was organized by Naples Botanical Garden in partnership with United Arts Collier.

SUBMISSION PROCEDURES

- A. There is a non-refundable \$20 application fee.
- B. No more than two artworks may be submitted per submitter.
- C. The completed Juried Exhibition Form and jpeg image file/s must be submitted by the deadline, February 16, 2025.
 - i. Artwork is submitted as a png or jpeg, max 10MB, minimum 300dpi and emailed to submissions@unitedartscollier.org.
 - ii. The title of each jpeg/png image file must be labeled as such: 'Last Name_Artwork Title'.
 - iii. Only artwork submitted using the Juried Exhibition Form will be considered for The Exhibition.
- D. Late or incomplete applications will not be considered for The Exhibition.
- E. Submitters should not reach out to staff or the jury at The Garden. Any Submitter that contacts The Garden staff will be immediately disqualified, regardless of acceptance into The Exhibition.
- F. Each submitted artwork must relate to The Exhibition theme and must include an Artwork Statement of up to 50 words describing the artwork's connection to the theme.
 - i. The editing and use of the Artwork Statement will be at the discretion of The Garden.
- G. Submission to *Artists in Bloom* does not guarantee acceptance; The Garden, its jury, and UAC staff are not required to explain why artwork may or may not have been selected.

PHYSICAL REQUIREMENTS FOR ARTWORK

- A. Should artwork be accepted into The Exhibition, all work must be suitable and ready to hang with *acceptable hanging hardware installed.
 - i. *Acceptable hanging hardware: Wire, Screw Eyes with wire, and/or D-rings with wire.
- B. Artwork must be available for the duration of The Exhibition, July 19-October 26, 2025.
- C. Artwork must not be smaller than 24 inches in any direction and may not exceed 90 inches in one direction, this includes the frame.
- D. The Garden reserves the right to deny work that, upon delivery, is felt to have been misrepresented by the images, and/or description or is not suitable and ready to hang.

HAND-DELIVERY

- A. Hand-delivery and pick up of Artwork
 - i. Artwork must be hand-delivered to The Exhibition Location on Friday & Saturday, July 11 & 12, 2025, 10am-12pm.
 - ii. Artwork must be picked up at The Exhibition Location on Monday & Tuesday, October 27 & 28, 2025, 10am-12pm
 - iii. The Submitter is responsible for all expenses related to hand-delivering their artwork. This includes picking up The Artwork at the end of The Exhibition. The Garden and UAC are not responsible for shipping costs.
 - iv. Boxes and packing materials like plastic, bubble wrap, and moving blankets will not be stored on The Garden's property until October 26, 2025.

INSURANCE

- A. The Garden shall insure each piece for its insured value as noted in the Juried Exhibition Application from the time such a piece is delivered to The Garden until the close of The Exhibition. Insurance shall include, but is not limited to: fire, theft, acts of God, accidental and deliberate breakage (regardless of cause) and personal injury. In no event, however, shall The Garden insure the pieces in transport. The Submitter is responsible for insuring the Artwork while in transit.
- B. The Submitter certifies that the Artwork is in such condition as to withstand the ordinary stress and strains of packing, transportation, and display. The Submitter shall be responsible for all repairs to Artwork necessitated by The Submitter's faulty workmanship.
- C. Any loss or damage that occurs on The Exhibition premises will be reported within one week of the occurrence to The Submitter. A written description of the loss or damage, with photographs and a statement of how it occurred must be sent by The Garden to The Submitter by mail or email.
- D. The Submitter should have control over any repairs. No alteration, repair or restoration of the Artwork may be undertaken without written authorization from The Submitter.
- E. In the event that an insurance claim is filed, The Garden shall pay all deductibles.

SALE OF ARTWORK

- A. Artworks in The Exhibition will be for sale through UAC, and Garden staff will in no way be responsible for handling sales. Garden staff will refer interested buyers to the UAC.
Email: info@unitedartscollier.org
Phone: 239-254-8242
- B. Submitters are responsible for pricing their own artwork.
- C. The Garden and UAC are in no way responsible for shipping or delivering sold Artwork to a third party (such as a buyer).
- D. The Garden and UAC are in no way responsible for storing any artwork for the Submitter or a third party (such as a buyer).

- E. Submitters are responsible for determining their own sale policies, which should be clearly stated on the buyer's receipt (i.e. as-is, all sales are final, 30-day return policy, etc.). The Garden will in no way be responsible for refunding buyers for artwork purchased in The Exhibition.
- F. Submitters are responsible for calculating, collecting, and paying all taxes related to the sale of their Artwork.
- G. The Submitter agrees that The Garden and UAC's commission is to be 30% of the retail price of the Artwork.
- H. The Submitter agrees to distribute the commission from Artwork in The Exhibition no later than November 10, 2025, fifteen (15) days after the close of The Exhibition to UAC.
- I. No discounts will be offered for Artwork. This includes the "Member Discount" for Garden members.
- J. ***If an Artwork is sold while The Exhibition is on view, it shall remain at The Garden as part of The Exhibition until the close of The Exhibition. Reproductions may not be substituted. In no instance will any Artwork be removed without prior written agreement from both The Submitter and The Garden. The Submitter may notify buyers that they may collect their purchased piece on the designated pickup day listed above.***
- K. UAC shall notify The Submitter of any sold artwork. Artwork will be labeled as sold with a red dot sticker.
- L. If the Submitter neglects to collect the Artwork by the agreed upon date(s), the Garden shall hold the artwork for 90 days after which point the Artwork will be considered abandoned by The Submitter. The Garden will either accession the Artwork into its permanent Non-living Collection or choose one of The Garden's acceptable removal methods.

PROMOTION

- A. The Garden shall use its best efforts to promote and display the Artwork in an appropriate and professional manner. The Garden shall clearly identify The Submitter's name with all Artwork and shall include The Submitter's name on all publicity images and text for any Artwork exhibited.
- B. The Submitter is not permitted to create their own promotional materials for The Exhibition but is welcome to use images and graphic materials created by The Garden.
- C. The Submitter shall make every effort to display the following credit line when promoting The Exhibition on personal platforms including, but not limited to, emails, social media, newsletters, announcements, and invitations. In addition to the below credit line, The Submitter is strongly encouraged to include links to the Garden's website listing of The Exhibition.

This exhibition was organized by Naples Botanical Garden in partnership with United Arts Collier.

- D. The Garden may photograph work in The Exhibition for education, publicity, and display purposes; or to report damage or other such findings to The Submitter immediately. In every such use, every effort will be made to acknowledge The Submitter as the creator

COPYRIGHT

- A. The Submitter reserves all copyrights to the reproduction of the Artwork except as agreed to in writing.
- B. The Submitter shall maintain full copyright of Artwork, and The Garden will not reproduce images for sale outside of the images specifically included in this exhibition. The Garden shall take all reasonable steps to assure that The Submitter's copyright for Artwork is protected.

INSTALLATION & DISPLAY

- A. Artwork will be installed by staff at The Garden or contracted with another professional art installation company.
- B. Materials such as object labels, exhibition descriptions, artwork statements, etc. will be written and/or edited, designed, and printed by The Garden at The Garden's expense.
- C. Kapnick Hall is an air-conditioned facility and is secured by lock and key outside of the Garden's operating hours.
- D. Kapnick Hall is not staffed during exhibitions; however, artwork conditions are monitored by the exhibitions team.
- E. Touching will be prohibited and smoking, or open flame are not permitted in Kapnick Hall during The Exhibition.
- F. Kapnick Hall may occasionally be closed for private events during public hours.
- G. Food and beverage may be served during special events held inside Kapnick Hall.
- H. Occasionally, the doors to Kapnick Hall may remain open to the outdoors during special events.
- I. Kapnick Hall may be used for visitor programming when weather conditions are not suitable for outdoor programming.
- J. The Garden will take precautions to ensure that artwork remains safe and visible.
- K. Any signage, brochures, business cards, or other material not produced by The Garden may not be displayed in The Exhibition or on The Garden's property.
- L. Nothing may be added to The Exhibition without prior written approval from The Garden Representative.

GARDEN POLICIES

- A. Artwork depicting political figures or agendas is not permitted.
- B. Weapons are not permitted on The Garden's property.
- C. Naples Botanical Garden is a nicotine-free environment; smoking and vaping are not permitted.
- D. Properly identified Service Dogs defined by the American's with Disabilities Act that provide assistance for guests with disabilities are permitted everywhere. No other pets are allowed in the Garden at any time.

TERM OF CONTRACT

The term of this contract is from the date of signing, to October 28, 2025, if The Submitter and The Submitter's Artwork is accepted into The Exhibition. The Submitter will not ask for return of the Artwork prior to The Exhibition closing date unless The Garden breaches this contract (in which case The Submitter shall mail a termination notice to The Garden). Within thirty (30) days after delivery of the termination notice, all amounts due to either party shall be settled, and all Artwork shall be returned to The Submitter at The Garden's expense.

This contract shall expire ninety (90) days after the return delivery of the Artwork to The Submitter. However, any claims against The Garden for restoration or repairs shall survive until cured and any claims against The Submitter for sales commissions shall survive until settled.

MISCELLANEOUS

Each Submitter selected by the jury to be included in The Exhibition shall receive four complimentary General Admission passes.

All modifications, deletions, or additions to this agreement must be in writing and signed by both parties and attached to this document. This agreement constitutes the entire agreement between the parties hereto.

GOVERNING LAW

This agreement shall be governed by and in accordance with the laws of the State of Florida.

By signing this agreement I acknowledge that I have read and agree to 2025 ARTISTS IN BLOOM EXHIBITION PROSPECTUS & AGREEMENT.

The Submitter

Signature: _____

Full Name (print): _____

Date: _____

Should The Artwork by The Submitter be selected for The Exhibition a countersigned copy of this agreement will be returned to The Submitter.

<i>For The Garden Use Only.</i>
Naples Botanical Garden
Signature: _____
Representative Name: <u>Kristen (Sten) Kerwin</u> Title: <u>Curator of Arts & Culture</u>
Date: _____

Juried Exhibition Application

Name: _____

House Number: _____ Street: _____ Unit/Apt: _____

City: _____ State: _____

Country: _____ Postal Code: _____

Cellphone (include country code): _____

Email: _____

Website (if applicable): _____

Birth Year: _____ Nationality: _____ (only for use on object label)

Are you a current member of The Garden? Yes No

Are you a current member of United Arts Collier? Yes No

Submission 1

Artwork Title: _____

Medium: _____

Year Completed: _____ Artwork Dimension (in. H x in. W): _____

Framed Dimensions (in. H x in. W): _____ Sale price: _____

Insurable Value: _____

In 50 words or fewer, please describe how this artwork relates to the theme of *Artists in Bloom 2025* as described in the Prospectus.

Submission 2

Artwork Title: _____

Medium: _____

Year Completed: _____ Artwork Dimension (in. H x in. W): _____

Framed Dimensions (in. H x in. W): _____ Sale price: _____

Insurable Value: _____

In 50 words or fewer, please describe how this artwork relates to the theme of *Artists in Bloom 2025* as described in the Prospectus.

Submission Checklist (all items should be included in your submission):

- Pages 1-10 of The Artists in Bloom 2025 Exhibition Prospectus & Agreement filled out and signed.
- Completed Juried Exhibition Application
- Up to two artworks submitted as png or jpeg, max 10MB, minimum 300dpi

All Images and pages 1-10 of Artists in Bloom 2025 Exhibition Prospectus & Agreement should be emailed before the entry deadline to submissions@unitedartscollier.org.