

HOPPY TIMES

For the tenth year in a row, Airlie Gardens in Wilmington, NC is excited to host their annual art exhibit and invite artists, or teams of artists, to submit designs for the 2022 exhibit, "Hoppy Times." Artists are asked to decorate, paint, and otherwise adorn one of ten oversized, fiberglass rabbit models that will be placed throughout the grounds for guests to enjoy as part of their garden experience. Designs will be selected based on creativity, craftsmanship, use of materials, the ability to appeal to all age groups, as well as outdoor sustainability and durability.

ARTIST BENEFITS

- ❖ Artists whose designs have been selected will receive an honorarium of \$900.00 (\$450.00 received at fiberglass pick-up and \$450.00 received upon delivery of completed rabbit).
- ❖ Completed rabbits will be placed throughout Airlie Gardens, each with a plaque featuring the artists' name.
- ❖ Artists will receive optimum exposure through increased pedestrian traffic within Airlie Gardens, in addition to media attention throughout Wilmington & Eastern North Carolina.

ARTIST ELIGIBILITY

This project is open to all artists and artist teams, from the amateur to the acclaimed.

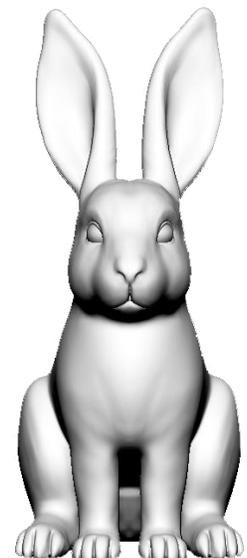
EXHIBIT TIMELINE

Review will begin as soon as artists' proposals are submitted. Airlie Gardens encourages all artists to submit proposals as soon as possible so that we may assemble a sizable and diverse portfolio for sponsors to review. The exhibit timeline is subject to change at Airlie Gardens' discretion.

Call For Artist	February 15, 2022
Application Deadline	March 15, 2022
Artists Selected and Notified	March 31, 2022
Fiberglass Pick-Up	April (TBD)
Finished Sculpture Deadline	June 1, 2022
Exhibit Preview Night	July 7, 2022
Exhibit Opens	July 8, 2022
Public Auction	December 1, 2022 – December 31, 2022
Exhibit Closes	December 31, 2022

RABBIT SPECIFICATIONS

Airlie Gardens will supply the 4.5-foot-tall fiberglass rabbit form with a rough factory priming. Rabbit is 54" TALL X 36" LONG X 26" WIDE



PROJECT RULES & GUIDELINES

- ❖ Design must be appropriate for public display. Designs that are religious, political, or sexual in nature will not be selected. Corporate logos and advertising are not permitted. Libelous, slanderous or designs showing social disrespect will not be permitted. The review committee evaluates all designs and has sole discretion to accept or reject any design.
- ❖ **Artist will produce the rabbit sculpture in their own studio or home. You will be responsible for transporting your rabbit to and from your studio or workspace. Sculptures will fit in a larger SUV, truck, or van with no issues.**
- ❖ Artist may paint, sculpt, transform, or adorn rabbits. Objects attached to the rabbit must be affixed so that they cannot be easily removed. Attached objects must be weather-resistant.
- ❖ Artist may alter the basic fiberglass form but cannot compromise its structural integrity. The contact points by which the rabbits are attached to their bases cannot be altered or obstructed.
- ❖ Artist has the option of adding appendages to the fiberglass form. Proposed additions must be made clear at the time of original submission of drawings.
- ❖ Artist will receive one fiberglass rabbit form with rough factory priming. Unless you have altered the form or exterior of your rabbit, you will not need to reapply a primer.
- ❖ Rabbits will be placed in outdoor areas for six months, fully accessible to the public beginning in July. Artist should consider weather and other elements, including sun, rain, wind, dirt, and people. Artist must develop designs that can withstand the weather and the public touching the sculptures.
- ❖ Artist should consider that their designs might be purchased for long-term installation in an outdoor location.
- ❖ Painted rabbits will receive automotive clear coat for weather protection. This service will be funded by the Airlie Foundation.

RIGHTS & ENTITLEMENTS

As part of the application process, you must sign the Copyright Assignment that accompanies this application. By signing, dating, and returning the Copyright Assignment with your application, you are indicating your understanding that you are assigning the entire right, title, and interest to your design to The Airlie Gardens Foundation, the organizers of this art exhibit. Please remember to keep a copy of these forms for your record.

Designs approved for exhibition will receive an honorarium of \$900.00 (\$450.00 received at fiberglass pick-up and \$450.00 received upon delivery of completed rabbit). Airlie Gardens will continue to own the entire right, title, and interest in your design proposal, accompanying sketches and all derivative works, including the final work completed on the fiberglass rabbits. You will be acknowledged as the artist on a plaque affixed at the display location of the rabbit and appropriate publications. However, the copyrights, including the rights to reproduce your design, create copies or reprint your design in books will be owned by Airlie Gardens. If your design is not approved or selected for exhibition, Airlie Gardens shall assign the entire right, title, and interest in your design back to you.

By submitting your application, you confirm that:

- ❖ You are the original creator of your design.
- ❖ You have not copied anyone else's original work.
- ❖ Your design does not contain any unauthorized infringement on anyone else's intellectual property rights (for example, trademark, copyrights, branding, or design patent).
- ❖ To the extent anyone else has contributed to your design, you shall obtain a signed, written agreement from that person assigning all their rights in their contribution to you.

AIRLIE GARDENS ARTIST APPLICATION

Please submit applications at airliegardens.org/exhibit-submission or send to Airlie Gardens, 300 Airlie Road, Wilmington, NC 28403. Completed applications must be submitted or postmarked by **March 15, 2022**.

Artist(s) Name	
Street Address City, Street, Zip	
Phone Number	
E-Mail Address	

ARTIST BIOGRAPHY

Attach an additional sheet with an artist resume with references and photos of past work.

DESIGN STATEMENT

Include a brief description of your design, what materials you plan to use, what inspired you and how the design will be executed on the outline provided.

RABBIT OUTLINE

Please complete your proposed design on the outline provided. Please feel free to enlarge, however **do not submit outlines larger than 8.5" x 11"**. Only one application will be needed if you are submitting more than one design. Please note that the more complete your design, the easier it will be for the panel to review your submission. Additionally, all application materials become the property of The Airlie Gardens Foundation and no materials can be returned to the artist. Please keep a copy of your application for your records.

AGREEMENT AND SIGNATURE

I (applicant, please print name) _____ understand that if my submission is selected and I design a rabbit, all rights, title, and interest to the submitted design will become the sole property of the Airlie Gardens Foundation and I relinquish all rights, title, and interest in the design and the finished rabbit sculpture. I acknowledge that Airlie Gardens is not liable for damage or loss of materials submitted. I have read and understand the project rules and guidelines.

Signature	
Date	

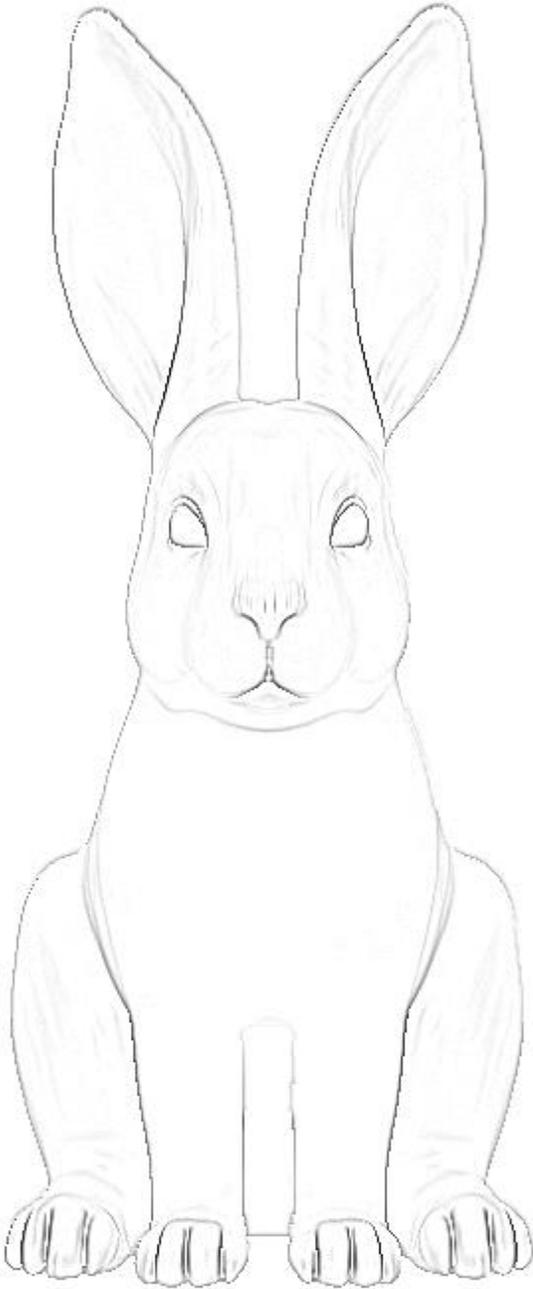
DESIGN STATEMENT

Please provide a brief description of your design, what materials you plan to use, what inspired you and how the design will be executed. Please complete a design statement for each design submitted.

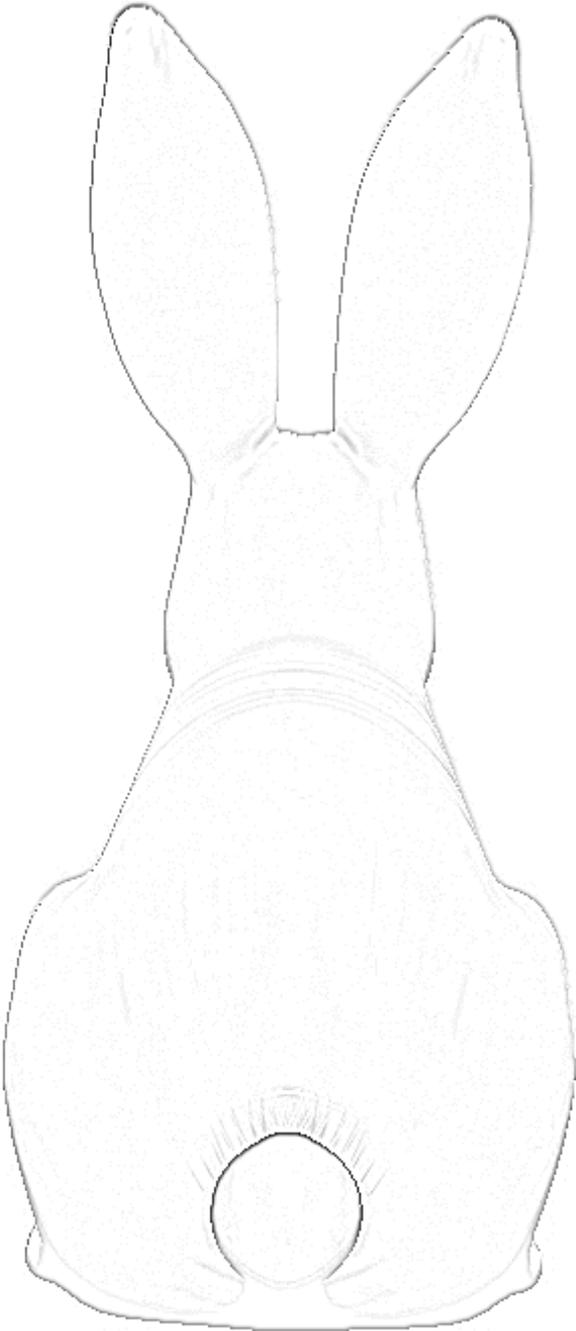
RABBIT TITLE: _____

DESIGN STATEMENT:

DESIGN TEMPLATE FRONT OF RABBIT



**DESIGN TEMPLATE
BACK OF RABBIT**



COPYRIGHT ASSIGNMENT

WHEREAS, _____ [fill in the name of artist], an individual having and address of _____ (“ARTIST”) is the author of the design and sketches (collectively referred to as the “DESIGN”) attached to the application submitted on the same date as the date of this Assignment;

WHEREAS, ARTIST understands and acknowledges that, as part of the application process, it is intended that The Airlie Gardens Foundation (“AGF”), a 501(C)(3) nonprofit organization, with an address of 300 Airlie Road, Wilmington, NC 28403 own the entire right, title and interest in and to the DESIGN;

WHEREAS, ARTIST desires to transfer all of his/her right, title and interest in and to the DESIGN, including, but not limited to, all derivative works which are based on the DESIGN to AGF;

WHEREAS, ARTIST understands and acknowledges that AGF shall continue to be the sole and exclusive owner of the entire right, title and interest in and to the DESIGN, including, but not limited to, all derivative works based on the DESIGN if the finished sculpture is approved for exhibition, as described in detail in application to the exhibit, and that such case AGF shall pay to ARTIST and honorarium of \$900.00 per sculpture (\$450.00 received at fiberglass pick-up and \$450.00 received upon delivery of completed sculpture).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, ARTIST hereby assigns to AGF all his/her right, title and interest in and to the DESIGN, and to any derivative works based on the DESIGN including but not limited to any rights it may have in the finished sculpture, together with any and all copyright applications and registrations therefore. ARTIST acknowledges and agrees that, due to the nature of the public display of the finished sculpture, AGF shall not be liable for any distortion, mutilation, modification, or destruction of the finished sculpture by accident, act of God or person. ARTIST hereby waives his/her rights under the Visual Artists Rights Act (“VARA”), 17 U.S.C. ‘106A, as against AGF in the event of such distortion, mutilation, modification or destruction. Artist further acknowledges and agrees that if the finished sculpture is vandalized, damaged, or otherwise modified and the ARTIST is unable or unwilling to promptly repair such alteration, AGF shall have the right to make, or have made, such repairs, even if the repairs would constitute a distortion, mutilation, or modification under VARA. ARTIST hereby waves his/her rights under VARA in the event and to the extent AGF deems such repair necessary. ARTIST represents to AGF that he/she is the sole author of the DESIGN and that the DESIGN is an original work of authorship which does not infringe upon the copyright rights or any intellectual property rights of others, and that he/she has the unencumbered right to make this assignment. In the event the DESIGN is not approved or selected for exhibition, as described in the Request for Proposals, AGF shall assign [and hereby does assign] back to ARTIST all its right, titles, and interest in and to the DESIGN.

ARTIST Signature: _____

Print Name: _____ **Date:** _____

Rabbit Title(s): _____