



PRESENTED BY  CHURCHILL DOWNS

TO: Potential Gallopalooza Artists

FROM: Michelle Black White, Gallopalooza Co-Chair

RE: Artist Entry Packet for Gallopalooza

Thank you for your interest in designing a statue for Gallopalooza presented by Churchill Downs. Your participation is critical to our success!

150 fiberglass statues will grace sidewalks and street corners of Louisville and the surrounding area from April to October 2024. They will then be sold at auction to support Brightside's clean and green initiatives throughout Metro Louisville in 2025 and beyond.

Gallopalooza will showcase the creativity and talents of local and regional artists. Since we are partnering with Churchill Downs to celebrate Kentucky Derby 150, we encourage you to reflect on 150 years of the Kentucky Derby history and the stories of the winning horses, the jockeys the backside and the city-wide celebration of the Kentucky Derby. Also, think about Louisville and Brightside's beautification efforts across the community.

To participate as an artist, you may visit www.gallopalooza.com to submit your entry electronically, or complete, sign, and return the following forms, which have been included in this packet:

- Application Form
- Copyright Assignment
- The Statue Outline

An Information Sheet, which describes the project and outlines the timeframe, is included for your review. If you have any questions while completing the attached materials, please feel free to contact Michelle Black White at michelle@brightsidefoundation.com.

We look forward to receiving your submission before September 15, 2023, to be included in the Meet the Artists Reception for sponsors and artists in late September.



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ARTIST INFORMATION SHEET (Please keep for future reference)

EVENT DESCRIPTION

What is Gallopalooza? Gallopalooza instills and increases civic pride by uniting the community through the display of artistically created statues and supports community beautification projects. The exhibition of fiberglass horses and mint juleps throughout Louisville and surrounding counties—including Southern Indiana—brings art to where people live, work and play. Gallopalooza is funded through individual and corporate sponsorships. The statues will be on display April–October 2024, after which the statues will be available for purchase via auction.

How do I participate? Area businesses, nonprofits and individuals will sponsor the horses with tax-deductible donations so viewing will be free to the public. Sponsors may select from a pool of submitted designs, provide their own artist, or be matched with an artist who will interpret their vision and/or provide a fresh new design. All designs must be approved by the Artist Committee before implementation. Artists are also welcome to find their own sponsors for the project.

What are the benefits for artists? If your design is selected by a sponsor, you will receive the following benefits:

- \$3,000 commission per large horse and coordinating table-top horse
- Your art on public display and seen by thousands of viewers for six months
- Name recognition on map, website and hardback commemorative book
- Name displayed on plaque affixed to statue base
- Name recognition on web page featuring your finished piece with a link to your website
- Two tickets to each of the following Gallopalooza 2024 events: Meet the Artists Reception, VIP Preview, and Live Auction
- One hardback commemorative book

What happens to the statues when the display is over? Sponsors will have the first right of refusal to purchase their sponsored piece for an additional donation of \$6,000 for their large statue and \$750 for their table-top statue. Statues not bought by sponsors will be auctioned off to support Brightside’s clean and green initiatives to beautify Louisville.

STATUE DETAILS

There are two horse statues for each sponsorship: a full-size horse and a table-top horse. The statues are made of fiberglass and covered with a polyester gel coat.

Dimensions	Large Horse	Table-Top Horse
Height	72"	14"
Width	24"	5"
Length	102"	20"
Weight	100–120 lbs.	5-10 lbs.

When placed in public, the large horses will be affixed to two fiberglass bases each weighing approximately 300 pounds.

ARTISTIC DESIGNS

All designs (including commissions) MUST be approved by the Artist Committee before being implemented. Artists should bear in mind that the audience will be broad-based and of all ages. Designs must be appropriate for public display. ***Designs that are political, sexual, religious, or violent in nature will not be accepted. Additionally, corporate logos and advertising are not allowed. Designs featuring copyrighted material/images will not be accepted unless Artist owns the copyright(s) or has written permission to use them.*** As outlined below, designs will be evaluated by the Artist Committee to ensure they conform to these guidelines.

While some sponsors may be able to place the statues indoors, Artists should understand that the statues will primarily be outside, fully accessible to the public for six months (April through October) and possibly longer depending on where purchasers display them. When developing your design, please consider the weather (sun, rain, wind, snow) and the exposure to the general public (who will inevitably touch and climb on them). Designs should be created with durability and public safety in mind. If your design can only be displayed indoors (because of materials), please note that boldly on the Statue Design sheet you submit.

This year's theme is a celebration of Kentucky Derby 150, therefore, artists are encouraged to weave the Kentucky Derby, horses, jockeys, the backside, Louisville, and Brightside's beautification efforts into the designs. These works of art will serve as timeless symbols of Louisville's spirit. Designs should reflect our community's rich traditions, diverse culture and local passions. Designs promoting Louisville, the Urban Bourbon Trail, Derby festivities, Kentucky, as well as the history and art of distillation of bourbon are also encouraged. Unrelated designs will also be accepted.

Artists may paint, sculpt, transform and adorn the statues as they wish, but the structural integrity must not be compromised and the design must be weatherproof (unless noted on the design that it is for "indoor display only." The metal support brackets used to attach statues to their bases should not be obstructed in any way. Although objects may be attached to the statues, artists should be aware that vandalism can and, unfortunately, does sometimes occur. Objects added should be attached in such a way that they cannot be easily removed.

Artists may submit only two designs into the Design Pool. Applications and Copyright Assignment forms must be completed for each design to be eligible. While artists may only submit two designs for sponsors to consider, artists who secure their own sponsors or are contacted directly by sponsors on a commissioned basis may complete as many statues as they are able by the March 1, 2024 deadline.

To increase chances of your design being implemented, artists are encouraged to contact their clients, employers or other supporters regarding a possible Gallopalooza sponsorship. For information about Sponsorship prices, visit: gallopalooza.com.

Artists may collaborate on a design and implementation; however, all participating artists must sign the Copyright Assignment Form.

SELECTION PROCESS

Once the design has been submitted, it will be reviewed by the Artist Committee to ensure that it conforms to the standards outlined above. The review panel, in its sole discretion, may reject any design that does not adhere to these guidelines or meet high quality standards of workmanship and design. If the design meets the guidelines, it will be added to the Design Pool, from which sponsors may select their statue design. Only designs selected by sponsors will be

implemented. You will only be contacted if your design has been chosen by a sponsor or fails to meet the aforementioned guidelines.

Once an approved design has been selected by a sponsor, the Artist will be notified immediately to pick up a statue. Please note that sponsors may still be selecting artists as late as December 2023.

MATERIALS & ARTIST TRAINING SESSIONS

The manufacturers of the statues have recommended that artists use acrylic enamel paint, although automotive paint, waterborne urethane and other finishes are acceptable. Indoor latex paint is not recommended.

Epoxy glue is the adhesive of choice. Suggestions for other suitable materials and tips on how to prepare the statue will be presented at the Artist Training Sessions and can be found on our website in mid October.

Gallopalooza is also proud to announce that **Studio A Louisville** will be our Official Protective Coating Sponsor. They will spray all the statues with an aviation-grade protective coating to help protect the art during the display period. It is recommended that artists apply an exterior-grade sealer that is non-reactive, non-toxic, UV-resistant and waterproof to their artwork prior to clear-coating to provide extra protection. Artists must determine the compatibility of the clear-coat with the particular paints they have used. Following the recommendations of the respective manufacturers is extremely important. We cannot overemphasize the risk of paint failure that can come from failure to follow instructions supplied with the paint or varnish.

Common polyester and polystyrene body fillers such as Bondo and Evercoat are excellent as an adhesive as well as a material for sculpting shapes and adding textures to the statue. Construction Adhesive, Liquid Nails and other such adhesives may be used as well, although the drying time is longer. For optimum bond, we recommend that adhesives and fillers be used directly on the fiberglass itself prior to any priming or painting.

STORAGE OF STATUES/STUDIO SPACE

We are working to secure warehouse space to serve as the “Horse Barn” to allow Artists to work on-site at the studio or transport the statue to their own space at their own expense. Statues must be finished and returned to the “Horse Barn” by March 1, 2024. Terms of working at the studio will be discussed once your design is selected.

COMPENSATION/AWARDS

- Artists will be paid an honorarium of \$3,000 per set of a large horse and table-top horse **only** if their design is selected and implemented. Payment will be made as follows: \$1,000 to be received along with the statues after the design is accepted for implementation and the other \$2,000 within two weeks following timely delivery of the finished statues to Gallopalooza.
- Artists who work directly with sponsors need to understand *all* of the sponsor’s terms (including specific expectations, deadlines and payment options) before agreeing to a commission.
- Merit awards totaling \$7,500 will be presented to artists in late March 2024.

People’s Choice Award | Best of Show — \$2,500
Win – Best Kentucky Derby themed design — \$2,500
Place – Best Derby Festivities themed design — \$2,000
Show – Best Brightside themed design — \$1,500

GALLOPALOOZA ARTIST TIMELINE

July 2023	Artists begin submitting designs into the Design Pool. Matching with sponsors will happen from this point on. The sooner your design has been submitted and approved, the greater your chances of being selected.
July-Sept 2023	All designs are reviewed by Gallopalooza Artist Committee for inclusion in Design Pool.
Sept 15, 2023	Final submission deadline for designs to be included in Design Pool and displayed at the “Meet the Artists” reception
Sept 28, 2023	Artist Training Session and “Meet the Artists” reception (opportunity for sponsors to meet prospective artists and see their designs).
Oct & Nov 2023	Artist Training Sessions and Q&A (via Zoom)
Jan 2024– Mar 1, 2024	Artists work on statues. Statues must be completed by March 1 to be included in marketing materials (map, preview party, book, etc.)
March 21, 2024	VIP Preview Party for Artists, Sponsors, Board at Churchill Downs in the First Turn Club
March 22-24, 2024	Public Preview of statues all in one location at Churchill Downs in the First Turn Club
Late March 2024	Statues delivered to sponsors
Apr-Oct, 2024	Statues on display throughout community
Oct 11, 2024	Statues sold via Live or Online Auction
Dec 2024	Commemorative hardback book published

Design Application Form

Deadline: September 15, 2024

DESIGN GUIDELINES: *The audience for this project will be broad-based and of all ages. Designs must be appropriate for public display and be able to withstand exposure to sun, rain and freezing temperatures (unless otherwise noted). Designs that are political, religious, violent, or sexual in nature will NOT be accepted. Additionally, corporate logos or advertising are not allowed. Designs may not encourage irresponsible drinking, underage drinking, drinking and driving, etc.*

The review panel, in its sole discretion, may reject any design that does not adhere to these guidelines or meet high quality standards of workmanship and design.

Please note that only designs selected by sponsors will be implemented. You will only be contacted if your design has been chosen by a sponsor or fails to meet the aforementioned guidelines.

**TYPE OR PRINT CLEARLY. SEPARATE FORMS MUST BE SUBMITTED FOR EACH DESIGN.
(LIMIT 2 DESIGNS PER ARTIST)**

Name: _____

Name as it should appear on the plaque: _____
(Limited to 30 characters, including spaces and punctuation)

Mailing Address: _____

City, State, Zip: _____ Email: _____

Preferred Phone: _____ Alternate Phone: _____

Website: _____

Proposed title for your statue: _____
(Limited to 30 characters, including spaces and punctuation)

CHECK ALL APPROPRIATE BOXES

- I am enclosing a design for the Design Pool.
- I am enclosing a design that has already been sold to a sponsor.
Name of sponsor: _____
- I am willing to work with a sponsor to develop another design to suit their needs.
- I would like to work on the statue at the "Horse Barn".
- I plan to work on the statue at my own studio or location.

ARTIST STATEMENT

In the space below, please provide a **brief** description of your design and the medium you propose using. Also, what inspired your design? (If necessary, you may use the back or attach an additional sheet. This information will be used on the website, in presentations and in the hardback Gallopalooza book created at the end of the project.)

PROPOSED STATUE DESIGN

Please sketch your proposed design on the outline provided. Two designs *total* will be accepted from each artist (see Information Sheet for more details). Please note that separate application forms and copyright assignments must be submitted for each entry. **Also, the more complete your design and professional the presentation, the greater your chances are that it will be picked for implementation by a sponsor.**

All application materials become the property of the Brightside Foundation, Inc. No designs will be returned to the artist, so please keep a copy of your design and this application for your records.

An Information Sheet describing the timeline, materials, and payment is attached and subject to the terms and conditions of this application.

ASSURANCES AND TERMS

By signing this application, I understand and agree to all terms and conditions of this application. I certify that all statements made in this application are true to the best of my knowledge. I acknowledge that Gallopalooza, Inc. is not liable for damage or loss of designs submitted and that designs will not be returned, even if not implemented.

Artist's Signature (and Parent/Guardian's, if artist is under 18)

Date

APPLICATION CHECKLIST

Please note: If you complete this entire application process online, you do not need to mail in hard copies of your forms or designs.

- Original of signed Application Form (for each design, limit two for Design Pool)
- Original of signed Copyright Assignment (for each design, limit two for Design Pool)
- Original and two color copies of each Proposed Design (no larger than 8.5" x 11")
- One-page Artist Biography (photographs of past works are very helpful during the matching process, but are not required unless there is a question about artist's capabilities)
- A self-addressed stamped postcard to send back to you confirming receipt of your application (optional)

WHERE TO SEND APPLICATION

Please send this completed, signed Application and all supporting materials (listed above) to:

Gallopalooza Artist Entry Proposal
Brightside Foundation
PO Box 70362
Louisville, KY 40270

Questions? Contact Michelle Black White at michelle@brightsidefoundation.com or 502-645-0575.



Copyright Assignment Form

This form must accompany all design proposals.

Name _____

Address _____

Phone _____ Title of Design _____

"Artist" is the author of the design(s) and sketch(es) (collectively referred to as the "Design") attached to the application submitted to Gallopalooza c/o the Brightside Foundation, Inc. ("Gallopalooza") 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 Brightside Foundation, with a mailing address of PO Box 70362, Louisville, Kentucky 40270, owns the entire right, title and interest in and to the Design;

WHEREAS, Artist understands and acknowledges that, if the Design is approved, he/she shall apply that design to a sculpture provided by Gallopalooza thereby creating a "Finished Statue";

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 Gallopalooza;

WHEREAS, Artist agrees and acknowledges that the Design, which shall also include without limitation, all trademark rights, copyrights (including renewals, extensions, and continuations of copyright and together with all rights granted to an author under the copyright laws of the United States, foreign countries, and international copyright conventions), other intellectual property rights, any ancillary rights arising therefrom, and all other rights of any nature and kind therein, the right to grant these rights or any part of them to third parties, and the rights generally known in the field of literary, artistic, and musical endeavors as the "moral rights of authors" (collectively, "Rights"), are hereby irrevocably transferred and assigned to Gallopalooza, in perpetuity.

WHEREAS, In the event the Finished Statue is approved and accepted for exhibition, as described in the Application to Gallopalooza, and that only in such case, Gallopalooza shall pay to Artist an honorarium of \$3,000 for a large horse and table-top horse statue. Payments will be received as follows: \$1,000 to be received with the statue, after the Design is accepted for implementation and the other \$2,000 within two weeks following timely delivery of the Finished Statue to Gallopalooza.

WHEREAS, Gallopalooza shall thereafter have the sole right to publish, reproduce, prepare derivative works, distribute, perform, exhibit, display, use, alter, distort, license, transfer or otherwise exploit the Rights in any manner whatsoever, in any media, whether now known or hereafter invented, throughout the world and the heavens (collectively, "Exploit"); the intent of this Paragraph being a buy-out of 100% of the Design. If any Rights granted or agreed to be granted to Gallopalooza hereunder are inalienable under the copyright laws of any country in which the Rights are Exploited, such inalienable rights shall be waived by Artist in favor of Gallopalooza, or such Exploitation is hereby consented to, so that the purposes of this Agreement may be fully realized. Hereafter, all Rights which may arise which would have been granted had they been in existence on the date the Design was submitted shall vest in Gallopalooza immediately upon creation and shall remain so vested in perpetuity.

WHEREAS, In connection with the rights granted, Artist irrevocably gives its permission to Gallopalooza to utilize Artist's name, portrait, picture, likeness, image, voice, and biographical information (collectively defined as "Artist's Image") in connection with the use of the Design in connection with Gallopalooza's marketing activities, in any and all manner and media, whether now known or hereafter discovered, throughout the world (collectively defined as "Use"). This Use does not include the direct endorsement of any product or service, except as would be implied by Gallopalooza's use of the Design itself, without Artist's permission. Artist expressly releases Gallopalooza, its subsidiaries and affiliated companies, distributors, agents, employees, licensees, and assignees from any and all claims which it has or may have for the invasion of Artist's rights of privacy, publicity, defamation, or any other cause of action arising out of the marketing or other exploitation of the Design or the authorized use of Artist's Image in connection with the foregoing.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Artist assigns to Gallopalooza 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 Statue, together with any and all copyright applications and registrations therefore provided.

Artist acknowledges and agrees that, due to the nature of the public display of the Finished Statue, Gallopalooza shall not be liable for any distortion, mutilation, modification or destruction of the Finished Statue by any means, including accident, act of God or vandalism. Artist hereby waives his/her rights against Gallopalooza in the event of such distortion, mutilation, modification or destruction.

Artist further acknowledges and agrees that if the Finished Statue is vandalized, damaged or otherwise modified and the Artist is unable or unwilling to promptly repair such alteration at a mutually agreeable price, Gallopalooza shall have the right to make, or have made, such repairs, even if the repairs would constitute a distortion, mutilation or modification. Artist hereby waives any rights he/she may have in the event and to the extent Gallopalooza deems such repair necessary.

Artist represents to Gallopalooza 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.

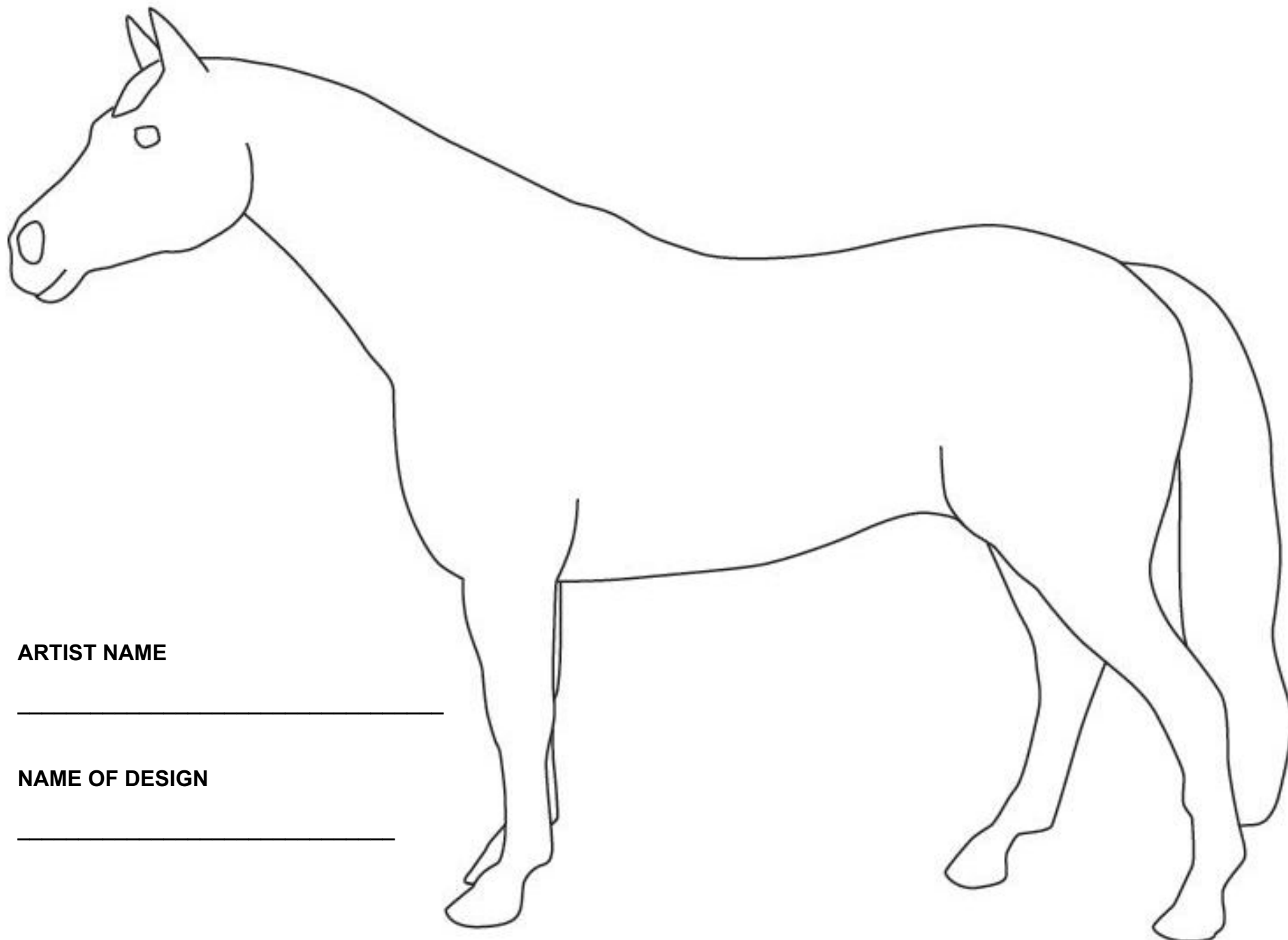
Artist's Signature (& Parent/Guardian's, if artist is under 18)

Brightside Foundation Director's Signature

Date

Date

LARGE HORSE



ARTIST NAME

NAME OF DESIGN
