

APPLICATION FOR GIVING BY DESIGN

**Giving by Design, Inc.
205 Colewood Court
Lawrenceville, GA 30043
submissions@givingbydesign.com**

CHECKLIST

Application is not complete and will not be considered unless all items are included

- Signed and Completed Submission Form**
- Signed and Initialed Contract for Sale and Use of Artwork**
- Biography for our Featured Artist Page, Include Contact Info (1 Page Maximum, Contact info is for GBD purposes only and will not be posted or sold.)**
- Digital Photo of Artwork (Traditional Photograph is acceptable if application is sent by mail)**
- Signed Copy of Package Preparation Instructions**

SUBMISSION FORM

Date: _____

Full Name: _____

Title or description (including dimensions) of work being submitted:

Desired Sales Price: _____

(When figuring the sales price don't forget to consider shipping costs, time spent creating the work, cost of materials used, profit margin, 15% to Giving by Design, and the 15% that will go to the charity of the Buyer's choosing.)

Fee for Shipping and Handling: _____

(Consider Packing Materials along with Shipping Fees, Remember that you must ship at the appropriate level to receive a tracking # that GBD can access. If you underestimate the shipping and handling fee, you will be responsible for the difference.)

Fee for Package Insurance: _____

(The Buyer may or may not elect to purchase this, but we want to offer the option. If they elect not to purchase it, you are not required to purchase it. Again, if you underestimate the cost, you will be responsible for the difference.)

SUBMISSION FORM CONTINUED

Where did you hear about Giving by Design? _____

Why do you want to be involved with Giving by Design?

PACKAGE PREPARATION INSTRUCTIONS

Taken from ups.com

Step 1. Use a Corrugated Box

Whenever possible, use a new box. The more times a box is used, the more it loses its original protective qualities, so a previously used box may not adequately protect your shipment.

If you must reuse a box, make sure it is rigid and in excellent condition with no punctures, tears, rips, or corner damage, and that all flaps are intact. Remove any labels and all other shipment markings from the box.

Choose a box strength that is suitable for the contents you are shipping. Never exceed the maximum gross weight for the box, which is usually printed on the Box Maker's Certificate on the box's bottom flap.

Refer to shipper's packing standards for recommendations on maximum gross weight for box size. You must comply with the recommendations of your shipping company in order to avoid liability for possible damages.

Step 2. Provide Internal Protection

It is important that you cushion the contents of your package properly.

Please be sure that you wrap each item separately. Fragile articles need both suitable separation from each other and clearance from the corners and sides of the box.

Each item should be surrounded by at least two inches (5 cm) of cushioning and be placed at least two inches (5 cm) away from the walls of the box. This will protect your items from product-against-product damage and shield them from the shock and vibration that can be conducted from the exterior of the box to its contents in transit.

Please use proper cushioning material, combined with a strong outer container, to protect your shipment fully. Make sure you use enough cushioning material to ensure that the contents do not move when you

shake the container.

Improper cushioning material includes clothing, blankets, and pillows. Instead, please use the materials listed below to cushion and protect your shipment:

Air-encapsulated plastic (bubble pack)

- **Designed to protect and cushion lightweight items**
- **Used in multiple wraps and layers to ensure that the item is completely protected, especially on corners and edges**

Inflatable packaging (air bags)

- **Used primarily as void-fill materials for lightweight items**
- **Not recommended for items with sharp corners or edges**
- **Extreme hot or cold temperatures may affect the ability of air bags to provide adequate product protection.**

Expanded polystyrene "peanuts"

- **Used primarily as void-fill material for lightweight items**
- **Overfill the box with peanuts, gently close the flaps, and seal securely**
- **Do not use with flat or narrow products that may move to the edge or bottom of the carton in transit**
- **Due to the shifting and settling properties of peanuts, it is recommended that a minimum of three inches (8 cm) of cushioning be used around the contents**
- **It is recommended that flat pieces of corrugated fiberboard be used between contents and peanuts to help prevent migration through the peanuts**

Engineered foam enclosures

- **Materials may include expanded polystyrene, polyethylene, polypropylene, or copolymers**
- **Enclosures should be pre-engineered for specific products**

Foam-in-place (a foam, sprayed into the box or mixed in packets, that expands and forms a protective mold around contents)

- **Must be properly used, with even foam distribution around the contents**
- **Select appropriate density of foam to meet packaging needs, which can range from void-fill applications to high-performance cushioning**

Corrugated liners and inserts

- **May be added to the package to increase strength and improve package performance**

Crumpled kraft paper

- **Used primarily as a void-fill material for light-to-medium weight, non-fragile items and items that are suitable for such packing materials**
- **Must be tightly crumpled**
- **Place at least four inches (10 cm) of paper between contents and outer box**

Note: Fragile objects -- such as electronics, glass, ceramics, and artwork -- require special packaging for safe shipment. Packages containing these and similar items may require added cushioning or a double box. Check with the shipping company you choose to use to verify any special requirements. You must comply with these requirements in order to avoid liability should damages occur.



Step 3. Close Your Container Securely

Proper closure of your container is just as important as proper cushioning for the safety and security of your shipment.

To close a box securely, do not use masking tape, cellophane tape, duct tape, string, or paper over-wrap. Instead, use a strong tape -- two inches (five cm) or more in width -- such as these types:

Pressure-sensitive plastic or nylon-reinforced tape

- **Generally the easiest, most convenient tape to use**
- **Versatile because it adheres without water and sticks to a variety of surfaces and shapes**
- **Apply three strips to both the top and bottom of the box**

Water-activated reinforced tape

- **Use 60 lb (27 kg) grade tape at least three inches (eight cm) wide**
- **Requires only two center-seam strips of tape for both the top and bottom of the box, due to the reinforcing fibers**

Step 4. Use Proper Labeling

For fast and efficient delivery, keep these points in mind when labeling your package:

- **Always include the recipient's postal code with the complete street address. For international shipments, include a contact name, telephone number, and postal code.**
- **You must make every effort to obtain a street address. If a shipper should use a P.O. Box address, the recipient's telephone number must be included on the label. Your package that is addressed to a P.O. Box may be delayed, will not be covered by any UPS Service Guarantee, and will require an address correction charge. Army Post Office (APO) and Fleet Post Office (FPO) addresses are not accepted.**
- **Please include the apartment or unit number, if applicable.**
- **Place the shipping label on the top of the package. To avoid confusion, place only one address label on the package. If you are using a packing slip, place it on the same surface of the package as the address label.**
- **Do not place the label over a seam or closure or on top of sealing tape.**
- **Remove or cross out old labels or markings on a used box.**
- **Always include your complete return address, including full street address and postal code. For international shipments, include a contact name, telephone number, and postal code.**
- **Place a duplicate label or other form of identification inside your package.**

Note: If you are using a mailing tube, place the label horizontally, with each end of the label pointing toward the ends of the tube, so the bar code can be scanned.

PACKAGE PREPARATION INSTRUCTIONS CONTINUED

Review the guidelines of the shipping company you choose to use. You must comply with those guidelines in addition to the steps listed in this document to avoid liability if your artwork is damaged in transit.

I _____ have read, understood, and agreed to adhere to the above Package Preparation Instructions. Signed this the _____ day of _____, 20_____.

CONTRACT FOR THE SALE AND USE OF ARTWORK

Date:

This contract, when signed by the artist(s) (or in the case that the artist is a minor child, an authorized guardian), _____ and the authorized agent of Giving by Design, Inc. (referred to hereafter as GBD), _____, shall be considered binding for both parties pertaining to the sale and use of the work entitled or described as _____.

Artist(s) and GBD agree:

- 1. Completion of application and signing this contract do not guarantee acceptance of the aforementioned work. All conditions therefore are contingent upon acceptance of the aforementioned work. A separate contract is needed for each work submitted. ____ artist initials**
- 2. If the aforementioned work is accepted, GBD retains exclusive right to sell for as long as the work remains on the website. The work MUST remain on the website for a minimum term of one month. This exclusive right to sell clause is used for the benefit of all parties involved. Exclusive right to sell eliminates the confusion that can be caused by multiple selling avenues and prevents poor customer service, thereby protecting the reputation of the artist. ____ artist initials**
- 3. Artist(s) may pull the original work at anytime after the one month minimum, but GBD requires written notice and 7 business days after receipt of written notice, to process the request and make sure the item has not already been sold. Artist(s) does not have the right to remove an image from existing or future marketing materials for GBD (as discussed in item 5 of the contract). ____ artist initials**

4. If an artist(s) violates the exclusive right to sell clause, they will jointly and severally:

- 1) No longer be considered for acceptance at GBD for future work**
- 2) Have any and all other works removed from the website**
- 3) Forfeit rights to compensation from images of their work that are currently in use on peripheral products sold on the website (Posters, calendars, etc.)**
- 4) Be responsible for the 30% donation that would have gone to a partner organization and GBD if the item is purchased on GBD and is undeliverable because of the prior sale. _____ artist initials**

5. GBD retains the right to indefinitely use images of all accepted works on all marketing materials such as brochures, direct mailings, and fliers. This does not give GBD the right to use an image of an accepted work as a GBD logo or trademark. These marketing materials do not include any peripheral product that is sold by GBD.

_____ artist initial

6. If GBD desires the use of an image of the accepted work on peripheral products sold by GBD (calendars, posters, etc) a separate compensation schedule will be negotiated with the artist(s) and written documentation of this compensation schedule and permission for use from the artist(s) will be required to enable GBD to use the image on these products.

_____ artist initial

7. If the aforementioned work is accepted to be sold through GBD, the artist will be asked to set a price for the work. GBD does not require a minimum or maximum price. The artist is responsible for setting the cost of shipping, and insurance. If the artist underestimates the cost for shipping and insurance, the artist will be responsible for the difference. The artist also understands that GBD will deduct 30% of the purchase price of the work, 15% of which will be donated to the Buyer's chosen charity, and 15% of which will be donated to GBD. _____ artist initial

8. GBD requires that all artist(s) use the Package Preparation Instructions enclosed in this application packet when shipping work that is sold through GBD. In addition, artist(s) must obtain a tracking number that GBD can access in order to confirm successful delivery to the Buyer. Artist(s) will not receive compensation until successful delivery is confirmed. Buyers will be encouraged by GBD to purchase package insurance, the price of which will be pre-determined by the artist. If the Buyer elects not to purchase insurance, the artist is not required to purchase it. The Buyers will be cautioned that the artist(s) will not assume liability for damaged pieces if the package is damaged through fault on the part of the shipping company.

_____ artist initials

9. If the package is damaged due to improper packaging on the part of the artist(s), the artist(s) assumes liability and the Buyer will receive a full refund. _____ artist initials

10. If, absent good cause, an artist(s) fails to ship the purchased artwork within 7 business days of being notified of the purchase, and/or the artwork shipped is not consistent with the artwork that appeared on GBD they may, after thorough investigation of the situation, jointly and severally:

- 1) No longer be considered for acceptance of future works.**
- 2) Have any and all other works removed from the website**
- 3) Forfeit rights to compensation from images of their work that are currently in use on peripheral products sold on the website (Posters, calendars, etc.)**
- 4) Be responsible for the 30% donation that would have gone to a partner organization and GBD and be denied any compensation if the Buyer requests a refund due to non-shipment or delivery of a work different from the one they purchase. _____ artist initials**

**Artist/Date
(or Legal Guardian if Artist is a minor)**

Witness

Authorized Agent of GBD/Date