# 2016 Minnesota Critical Habitat Pollinator

# License Plate Design Contest Rules and Entry Form

Dear Artist,

Thank you for your interest in the Minnesota State Critical Habitat License Plate Design Contest. The following information provides you with all the criteria and application materials needed to submit an entry. Please read thoroughly and submit your entry with the forms provided. Best of luck on your design!

## Application

The contest is open only to Minnesota residents who have maintained a legal residence in the state for 60 days immediately preceding the entry deadline date for the contest (December 12, 2016).

Entries for the Minnesota State Critical Habitat License Plate Design Contest will beaccepted beginning Thursday, December 8th, until 4 p.m. Monday, December 12, 2016. This means your entry must be delivered to the Ecological and Waters Division or received in the Department of Natural Resources (DNR) mailroom no later than 4 p.m. on December 12. Late entries will not be accepted.

Designs may be mailed to the Department of Natural Resources main office (500 Lafayette Road, Box 25, St. Paul, MN 55155-4020) or delivered in person.

The design should be submitted in an envelope or other packaging. The words “Pollinator Plate" should be clearly marked on the outside of the packaging.

**Two completed forms must be included with the design:**

1. Entry form (affixed to the back of your design)
2. Artist Agreement (completed and signed)

Both forms are required for eligibility. Failure to include these forms will render your entry ineligible.

Please ensure your entry has dried before wrapping for submission. Entries with wet paint can be damaged by sticking to wrapping or other objects.

The DNR will handle all entries with utmost care. However, contestants are advised that it is their responsibility to obtain adequate property insurance for their entry. **The DNR does not insure entries and assumes no liability for their damage, loss or theft.**

**The artist whose work is selected for the Conservation License Plate will receive a one-time payment of $1000.00.** In exchange for this payment, the artist conveys the artwork and grants to the DNR rights to use the work or a portion thereof, for the design on the plate and in derivative works and any other manner. The enclosed Artist Agreement, granting the DNR the right to use the design for the license plate and other purposes, must be signed and submitted with the design to be considered for the contest. Designs submitted without a signed Artist Agreement will be ineligible for the contest and returned.

## design standards

Designs may be done in one or a combination of media, e.g. oils, watercolors. The inclusion of any photographic product within the work is prohibited.

The design must capture the essence of native Minnesota pollinators such as bumble bees, monarch butterflies, and/or any other species of pollinator native to Minnesota. The image should also include or represent native Minnesota plant species. Preference will be given to images with plants and pollinators identifiable to species.

 Designs resembling current Minnesota Critical Habitat license plates (e.g. prominently featuring a loon, moose, white-tailed deer or any of the other images currently in use) will not be accepted.

The design must be two-dimensional and horizontal (landscape) in orientation.

Because of the unique nature of the use of this design, artists should consider the following:

* The process used to produce this type of license plate is similar to a four-color printing process.
* Artists should keep their designs simple and as large as the format will allow to maximize visibility.
* Please refer to the license plate template for the layout and dimensions of Minnesota’s license plate.

Any entry signed, lettered or otherwise identified by the artist on the face of the design will be disqualified.

The design must not be framed or under glass. An acetate or similar clear plastic covering is acceptable. However, it does make judging the design more difficult.

The design must be of the artist's own creation, neither copied nor duplicated from another person's art, including paintings or drawings in any medium or published photographs. **The entry form, which affirms originality, must be signed and attached to the back of the design.**

## judging

Judging will take place in two stages.

In stage one, the contest entries will be narrowed down to five finalists. A panel of five judges will evaluate all the entries based on criteria such as creativity, quality, representation of native Minnesota pollinator(s) and suitability as a license plate image. Artist identities will remain unknown during judging. Stage one judging will occur on Wednesday, December 14, 2016.

For stage two, the five finalists will have their designs mocked up as a license plate. The license plates will then be placed online for a public vote to select a winner. The online vote will take place Thursday, December 15 to Wednesday, December 21, 2016**.**

The Department of Public Safety (DPS) will screen all finalists to ensure they meet the criteria specified above and will be useable on a license plate.

The winning artwork will be presented to and chosen by the commissioners of Natural Resources and Public Safety.

## return of artwork

Entries will be returned to the address specified by the artist or, alternatively, they may be picked up in person with valid photo identification during the final hour of the display of entries (see details below). The artwork of the three finalists will be retained by the DNR for processing and returned at a later date. If artwork is returned to the DNR (this may happen if an artist changes address) or is otherwise unclaimed, the DNR will not be obligated to trace the location of the artist to return the artwork. Any artist who changes his or her address is responsible for notifying the DNR of the change. All unclaimed entries may be destroyed after December 12, 2017.

## questions?

If you have any questions about the contest and these criteria, please contact Lori Naumann at 651-259-5148 or lori.naumann@state.mn.us or Susan Balgie at 651-259-5339 susan.balgie@state.mn.us.

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# License Plate Design Entry Form

By signing below I represent and certify that the information I have provided below is true, that I have abided by the criteria set forth in this application and that my entry is an original of my own creation, neither copied nor duplicated from another person’s art.

NOTE: Be sure to **firmly affix this application to the back of your entry**, package carefully and submit with the Artist Agreement form.

| Signature: |
| --- |
| Printed name: |
| Address: |
| City, State, Zip code: |
|  Daytime Phone number: |
| Email: |
| Parent/guardian signature (if under 18) |

# 2016 Minnesota Critical Habitat Pollinator

# License Plate

# Artist Agreement

This agreement is between the State of Minnesota, by and through the Department of Natural Resources, hereinafter referred to as the “STATE” and the undersigned artist, hereinafter referred to as the “ARTIST.”

WHEREAS, the commissioners of Natural Resources and Public Safety are authorized by 1995 Minn. Laws, Chapter 220, Section 112, codified as Minn. Stat. Sec. 168.1296, to jointly select a suitable symbol, hereinafter referred to as the “DESIGN,” for use as the design for the special Conservation License Plates (also referred to as Critical Habitat License Plates), hereinafter referred to as the “PLATE;” and,

WHEREAS, a portion of the license fee from the sale of the PLATE is to be dedicated to the Minnesota critical habitat private sector match account; and,

WHEREAS, the ARTIST created an original work of art that was selected by the STATE to be used for the Minnesota 2017 Pollinator license plate hereinafter referred to as the “WORK,” which will also be used in the DESIGN on the PLATE under the terms and conditions contained herein; and,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual benefit of the parties hereto, the parties understand and agree to the following:

1. The ARTIST represents and warrants that the WORK is the ARTIST’s own creation, is neither copied nor duplicated from previously published or unpublished art, (including paintings, drawings, or images in any medium) or published photographs, has neither been a finalist nor a winning entry in any prior contests, and the WORK has not been licensed, assigned, or transferred to any other party.

2. After the time the WORK is submitted to the STATE, the WORK shall be retained by the STATE under its exclusive possession until after the selection process is completed.

3. The STATE agrees to take all reasonable precautions to protect the WORK from damage or loss while in its possession. However, the ARTIST expressly waives any claim for damages, however caused, against the STATE, its employees or agents, or parties authorized to display the WORK.

4. The ARTIST authorizes the STATE to publicly display and reproduce the WORK in the selection process and to promote the PLATE.

5. If the ARTIST’s WORK is selected for use as the DESIGN on the PLATE, the ARTIST:

a. Hereby assigns and conveys by this agreement to the STATE the exclusive right to use the WORK, or a portion thereof, as the DESIGN on the PLATE, and shall execute any document necessary to complete the transfer of these rights and interests to the STATE, together with any documents necessary to register the copyright or other interests in the name of the STATE.

b. Shall receive from the STATE the sum of $1,000.00 as consideration for the above-described transfers, which shall be deemed full and just compensation.

c. Warrants that there are no existing agreements of any nature with other parties, such as agents, publishers, or galleries, which restrict or limit the ARTIST’s rights to freely transfer the rights and interests in the WORK to the STATE for use as the DESIGN on the PLATE.

d. Understands that the STATE may use the WORK, or a portion thereof, for the DESIGN on the PLATE, may use the DESIGN in derivative works and in any other manner.

e. Understands that the STATE, in its sole discretion, has the right to make changes in the DESIGN for the PLATE and any reproductions or derivative works without obtaining approval from the ARTIST.

6. The STATE reserves the right not to select any WORK for the PLATE in its sole discretion.

**I have read and agree to the above conditions:**

| Signature/Date |
| --- |
| Print name |
| Address |
| Phone number |
| Parent/guardian signature (if under 18) |