

Delaware Department of Natural Resources and Environmental Control  
Division of Fish and Wildlife  
**Delaware Waterfowl and Trout Stamp Program**  
**2021 Contest Agreement**

Please be advised that artwork must be postmarked on or before 11:59 pm EST on Friday, August 6, 2021. It is anticipated that artwork judging will occur between August 15 - October 31, 2021. The exact dates for judging are not currently scheduled due to uncertainties related to COVID-19 considerations for public health and safety. Artists who submit entries will be notified once judging dates are finalized. It is important to note that artwork may not be shipped back to artists until 90 days after judging is completed.

**Eligibility**

All persons who are citizens of the United States are eligible to participate.

**Ineligibility**

Any person who has won “Best in Show” in the contest held the preceding year will be ineligible to submit an entry in the current year’s contest. Members of the contest judging panel and their immediate relatives are also ineligible.

**Waterfowl Artist Agreement**

The design for the stamp issued for the 2022-23 hunting year must be of a **Tundra Swan** on an archival surface. The background may also include any other related subjects (e.g., duck boats, blinds, dogs, decoys); however, the subject waterfowl must be the focal point of the artwork.

The “Best in Show” winning entry and all reproductions rights of the artwork will become the exclusive property of the Delaware Department of Natural Resources and Environmental Control (DNREC). In exchange for those rights, DNREC agrees to provide to the winning artist a cash award of \$2,500 within sixty (60) days of the selection of the winning entry. The winning artist will also receive 150 artist proofs of the limited-edition print series.

The print series will consist of a maximum of 800 limited edition prints, 200 artist proof prints and unsigned prints for copyright purposes.

The winning artist agrees to sign and number all of the 800 limited edition prints and 200 artist proof prints. He/she further agrees to remarque the limited editions and artist proof prints in whatever medium he/she desires.

The artist retains all other rights to the remarking of the prints, including the rights to establish and collect a fee for this service.

DNREC retains all rights to the original, including, but not limited to, the right to reproduce the illustration on the face of the Delaware Waterfowl Stamp and the limited and special editions of the lithographed prints, and to advertise the availability of said stamps; limited and special editions prints, with reproduction of a facsimile of the art (not limited to, but including half tones and color lithography).

**Delaware Department of Natural Resources and Environmental Control**  
**Division of Fish and Wildlife**  
**Delaware Waterfowl and Trout Stamp Program**  
**2021 Contest Agreement**

DNREC agrees to issue no further editions of the lithographic prints other than those already mentioned without the expressed written consent of the winning artist.

**Trout Artist Agreement**

The design must be of one or more species of trout (i.e., **brown, brook or rainbow trout**) in a setting or environment found in Delaware; however, the subject trout must be the focal point of the artwork.

The winning artist will receive a \$250 cash award within sixty (60) days of the selection of the winning entry from DNREC commemorating their artistic achievement. The artist agrees that DNREC retains the right to use the design of the trout stamp in one issue of Outdoor Delaware magazine in conjunction with an article about trout fishing in Delaware, on the cover of the Delaware Fishing Guide (fishing regulations booklet) and on other Division media promotions. DNREC retains the right to reproduce the illustration on the face of the Delaware Trout Stamp and to advertise the availability of said stamps.

The Trout "Best in Show" artwork will be returned to the submitting artist within 180 days from the contest date.

**General Agreement (applies to Waterfowl and Trout Artists)**

The design must be a horizontal drawing or painting 8 ¾" x 12" on an archival surface. Each entry must be matted with a single, white matte, 12" x 15" and protected by a removable cover of acetate or cellophane. All covering will be removed for display and judging. When matted and ready for display (i.e., protective covering removed) entries must be no more than 7/16" in thickness and weigh no more than 20 ounces (1 ¼ pounds). Entries must not be framed or under glass. No scroll work, lettering, initials, or signatures may appear on the design itself. The design must be the contestant's own original creation and composition. The entry design may not be copied or duplicated from previously published art, including photographs, or from images in any format published on the Internet. Photographs, computer-generated art, art produced from a computer printer, or other computer/mechanical output device (air brush method excepted) are not eligible to be entered into the contest and will be disqualified. The design must never have been published or have won Best in Show/First Place in a competition for any federal or state stamp program. Any entry which fails to comply with any of the requirements of this contest shall be disqualified from the contest and will not be considered by the judging panel.

There is no restriction on media or substrate, but DNREC will not be responsible for damage or deterioration of pastels or other sensitive, unstable material.

A card on the back of the entry must list the artist's phone number, address, and name of the species depicted. **Do not put the artist's name on the card.**

Trout Stamp contestants are limited to two entries. Waterfowl Stamp contestants are limited to one entry.

All entries must be shipped in sturdy reusable containers. A copy of the signed agreement and artist background summary should be included in an envelope with the entry. DNREC will be held harmless

**Delaware Department of Natural Resources and Environmental Control**  
**Division of Fish and Wildlife**  
**Delaware Waterfowl and Trout Stamp Program**  
**2021 Contest Agreement**

for loss or damage during shipment.

- **If the artist would like to have the entry returned, FedEx or UPS parcel service is recommended. A PREPAID MAILING LABEL must be included which should include prepaid shipping insurance.**
- **Postage stamps may be sent with the entry; the postage stamp amount must cover the return cost.**
- **If a return mailing label is not included or if postage stamps are insufficient to cover the return shipping cost, the entry will not be returned unless picked up in person by appointment within 90 days of the contest date.**

The judging panel will consist of five impartial members from various categories of experience or expertise such as, but not limited to, a member of a partner organization (Ducks Unlimited or Trout Association), a member of the Delaware Division of Fish & Wildlife's Advisory Council on Wildlife & Freshwater Fish, an angler, a hunter, an art instructor, a collector, or a biologist.

Entries will be judged on the following criteria: suitability for reproduction as a stamp, habitat depiction, anatomical accuracy, artistic composition to include spatial balance, lighting, and harmony of subject and background. Judges are instructed to look for scenes depicting trout and waterfowl in their natural habitat. The selected focal species must be the dominant feature in the design. This means it should be noticeably larger than any other elements you wish to include such as decoys, boats, scenery, etc.

Artists are strongly encouraged to apply the judging criteria in the development of their submitted artwork.

**DNREC will issue a press release announcing the names of the “Best in Show”, second, third, and honorable mention winners for each contest within 10 business days following the completion of judging.**

The winning entries, except Best in Show, will be returned to the submitting artist within 90 days following the contest. As stated above, Waterfowl “Best in Show” original artwork is retained is retained permanently by DNREC and Trout Best in Show original artwork will be returned to artist within 180 days. All other artwork entries will be returned to the submitting artist within 90 days of completion of judging.

Entries returned to DNREC as undeliverable for any reason will be held for 90 days upon its return to DNREC, after which time the Division will not be held responsible for its disposition. Artists are advised not to use post office box addresses for returning purposes.

Refusal of any artist to sign this agreement in its entirety or any artist who challenges the rules or regulations concerning release of rights or otherwise takes action that would delay the reproduction of the art as a state waterfowl stamp or trout stamp and/or print shall be grounds for that art being disqualified. Once disqualified, the artist forfeits right to any monetary or other award and use of the

**Delaware Department of Natural Resources and Environmental Control**  
**Division of Fish and Wildlife**  
**Delaware Waterfowl and Trout Stamp Program**  
**2021 Contest Agreement**

art for the state waterfowl stamp or trout stamp or waterfowl limited-edition print and/or promotional items. In the event a disqualification should occur, the art receiving 2<sup>nd</sup> place in the voting shall then be declared the winner as “Best in Show” and shall be used to reproduce the state waterfowl stamp or trout stamp, waterfowl limited-edition print, and/or promotional items, and said artist will receive monetary and other awards given for “Best in Show”.

**Exhibition Agreement**

WHEREAS, the undersigned has been informed that submitted artwork may be exhibited at a public and/or virtual location designated by DNREC following the contest; and

WHEREAS, the undersigned has been informed that there will not be insurance available to compensate the owner for loss or damage to the submitted artwork in the event of damage or destruction or to protect the governmental agencies or their agents against liability in the event of accidental or negligent damaging of said terms; and

WHEREAS, the undersigned recognizes the possible risks of loss as noted above and recognizes that he/she is foreclosing any right he/she may have to recover for damages to the items listed above under certain circumstances; and

WHEREAS, DNREC reserves the right to photograph all entries for purposes of documentation, promotion, education and exhibition; and

NOW, THEREFORE, the undersigned specifically agrees to loan to DNREC the submitted artwork and agrees that said artwork may be displayed as works of art in a public building at the discretion of the custodians of the building and that the loaning of submitted artwork shall be uncompensated and shall be with the specific understanding that the DNREC does not undertake to insure such works of art in any way whatsoever and does not insure itself or its agents against possible negligence in the damaging of such works of art.

**I agree to all of the above-stated terms and attest that the submitted artwork is my own creation:**

**SIGNATURE:** \_\_\_\_\_

**NAME (please print):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

***Species Depicted:*** \_\_\_\_\_