



# **The City of Boynton Beach**

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## **Art in Public Places**

*Enriching our Community through Public Art*

## **CALL TO ARTISTS**

**Boynton Beach City Library  
Hispanic Heritage  
On Loan Exhibit**

**PROJECT Boynton Beach City Library Hispanic Heritage On Loan Exhibit**

**HOST** City of Boynton Beach Art In Public Places and Boynton Beach City Library

**PURPOSE**

The City of Boynton Beach Art in Public Places Program with Boynton Beach City Library will host a four month on loan exhibit featuring original Hispanic Heritage artwork. This exhibit will provide the public with an opportunity to gain knowledge and appreciation of Hispanic artists and their Heritage. The Boynton Beach City Library exhibit is FREE to the public and experiences approximately 30,000 visitors monthly.

**TIMEFRAME** June - September 2010

**LOCATION**

Boynton Beach Boynton Beach City Library 2nd Floor  
208 South Seacrest Boulevard  
Boynton Beach, FL 33435  
Library hours: Monday - Thursday 9:00 AM to 8:30 PM and Friday - Saturday 9:00 AM to 5:00 PM  
[www.boyntonlibrary.org](http://www.boyntonlibrary.org)

**THEME**

Artwork from artists of Hispanic Heritage that live in Palm Beach County.

**PROGRAM SPECS**

- Artwork can be 2 or 3 dimensional and a variety of mediums.
- Artwork should be ready for installation on the Boynton Beach City Library hanging system.
- Artwork to be delivered Wed., June 3, 2010 from 10am - 12:30pm to the City Library second floor conference room 110. Public Art Administrator will be contact for program and delivery.
- Selected artists are required to sign an on-loan agreement (see sample below)
- AIPP will install artwork..
- AIPP and the Boynton Beach City Library will promote the exhibit.
- AIPP will promote exhibit artwork sales. 10% of sales are dedicated to the AIPP program and 10% to Friends of the Library. A total of 20% is donated from all artwork sales.
- AIPP will provide identifying plaques for each artwork.

**ARTWORK SELECTION**

Ann Fay Rushforth the Armory Art Center, Program Director and Curator will select the artwork for this exhibit. She will review the artwork images that are submitted to the City of Boynton Beach Public Art Administrator and select artworks to exhibit in the Boynton Beach City Library.

<b>DEADLINE</b>	May 24, 2010 5pm
<b>SELECTION</b>	May 26, 2010
<b>NOTIFICATION</b>	May 27, 2010
<b>ARTWORK DELIVERY</b>	June 3, 2010 between 10:00 a.m. and 12:30 p.m

## **ARTWORK EXHIBIT SUBMISSION SPECS**

Submit digital images of artwork on CD and one color print of each artwork.

Along with the images, submit the artwork name, size, framed size, creation date, medium and price.

Submit a brief biography of the artist (500 words or less), resume and contact information, including address, phone and email and website addresses.

Images, biography of the artist, resume and contact information, including address, phone and email and web site addressed should be provided in the following digital formats:

On a CD provide minimum image dimensions minimum 4 inch, maximum 10 inch with common aspect ratio sizes preferred. JPEG or PNG 150 DPI min, 300 DPI maximum. Save JPEG as maximum size. PDF file format is also acceptable. Number the images with artist name lastname.jpeg (smith1.jpg;smith2.jpg, etc.). Copy files can be provided as word document, rtf, or pages document file formats saved on the CD. Printed images can be made directly from computer or color copies.

**Submit one complete set of printed information including images. Printed set can be printed directly from computer or color copied.**

**All work samples should be clearly labeled with your name, telephone number, title of work and corresponding identification number.**

## **SUBMIT EXHIBIT PACKAGE TO:**

Debby Coles-Dobay, Public Art Administrator  
City of Boynton Beach  
100 E. Boynton Beach Blvd.. Boynton Beach, FL 33425  
561 742 6026 [colesdobayd@ci.fl.boynton-beach.fl.us](mailto:colesdobayd@ci.fl.boynton-beach.fl.us)

## **TERMS AND CONDITIONS**

Due care and diligence has been exercised in preparation of this Call to Artists and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the requested services rests solely with those making proposals.

The City of Boynton Beach Art in Public Places reserves the right to reject any or all submittals in response to this Call to Artists, waive any or all informalities and/or irregularities, republish with either an identical or revised scope, or cancel this Call to Artists in its entirety.

**SAMPLE AGREEMENT  
ONLY SIGN IF YOU HAVE BEEN NOTIFIED TO DELIVER  
YOUR ARTWORK FOR INCLUSION IN THE EXHIBIT**

**ARTIST EXHIBITION AND RIGHT TO PURCHASE AGREEMENT**

**THIS AGREEMENT** is hereby entered into between the City of Boynton Beach, Florida ("the CITY"), a Florida municipal corporation, and \_\_\_\_\_ (the "ARTIST"), an individual with an address of \_\_\_\_\_.

WHEREAS, the CITY wishes to locate artwork temporarily in Boynton Beach City Library, 208 South Seacrest Boulevard, in Boynton Beach, Florida, Florida; and

WHEREAS, the ARTIST wishes to exhibit his/her artwork with the CITY for placement on the public property period of approximately 4 months, and.

WHEREAS, the CITY wishes to purchase a series of artworks for the Boynton Beach Art in Public Places Program; and

WHEREAS, the ARTIST wishes to sell his/her artwork to the CITY as part of the Boynton Beach Art in Public Places Program.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. The ARTIST hereby agrees to loan the artwork described in Exhibit "A" ("ARTWORK") to the City for placement in the City of Boynton Beach facility, City Library, in Boynton Beach, Florida for a period of approximately 4 months. The time period starts on a date no earlier than June 3, 2010 and no later than June 8, 2010. The time period ends no earlier than September 30, 2010 and no later than October 6, 2010.

2. The ARTIST represents and covenants that the ARTWORK(s) is/are made of durable material and will withstand the usual exposure where installed. The ARTIST assumes all responsibility and risk for any damage or theft caused to the ARTWORK.

3. The CITY will determine a location for the exhibition of the ARTWORK in a city facility. Based on information about the location supplied by the CITY, the ARTIST will deliver the artwork that will hang from an exhibit hanging system using the method of attachment as shown on spec sheet. The ARTIST will be required to prepare any and all elements to attach the ARTWORK to the existing attachment system.

4. The ARTIST will agree to a precise delivery date with the CITY that will be during regular business hours unless specifically agreed by the CITY. At his/her cost, the ARTIST will deliver the ARTWORK to the exhibition location. City staff will install the ARTWORK. The ARTIST is responsible for shipping and to move the ARTWORK from the delivery vehicle to the ARTWORK drop off location.

5. The CITY reserves the right to move the ARTWORK at any time to any location on CITY property or to remove the ARTWORK at any time from the exhibition. The CITY will contact the ARTIST before moving the artwork except during an emergency related to the public safety or the safety of the ARTWORK.

6. The CITY shall not be responsible to the ARTIST in the event that the ARTWORK is lost, stolen or damaged by third parties. The ARTIST agrees to assign its rights to pursue third parties for damages/reimbursement to CITY,

upon CITY's request. The CITY is not responsible for damage caused by acts of war or major acts of nature including, but not limited to, floods and hurricanes, tornadoes and lightning.

7. ARTIST represents that he/she has the right to enter into this agreement and same does not interfere with or violate the right of any other person or entity; that it owns all rights, title, interest and copyright to the ARTWORK.

8. ARTIST will be able to sell the artwork on display during the exhibit timeframe. If the artwork is sold and removed before the display has ended the ARTIST agrees to replace the artwork with another similar artwork. The ARTIST must submit the new artwork for approval by the Arts Commission or the independent selection committee prior to removing the artwork. If the ARTIST sells the artwork during the year long display and has it removed then the ARTIST agrees to contribute a total of 20% commission. 10% of the artwork sale to the City of Boynton Beach's Art in Public Places program and 10% to the Friends of the Library.

9. The ARTIST hereby agrees to grant the CITY the right to purchase the ARTWORK through the end of the exhibition period. If the CITY chooses to purchase the ARTWORK, ARTIST agrees to sell the ARTWORK at (see attached list) dollars inclusive of all costs. The CITY is exempt of paying sales tax. As part of the purchase price, the ARTIST will provide services to advise the CITY in writing on the permanent installation of the ARTWORK and maintenance requirements. This provision does not require the CITY to purchase the ARTWORK.

10. The ARTIST grants the right to the CITY to photograph and distribute photographs of the ARTWORK for non-commercial public information including media releases, CITY newsletter, website, exhibition printed matter and websites. The ARTIST will provide the CITY with digital images and printed matter. These images will be provided on a CD with image dimensions min 4 inch, max 10 inch with common aspect ratio sizes preferred. Jpeg or PNG 150 DPI min, 300 DPI max save Jpeg as maximum size. PDF file format is also acceptable. All digital files should be identified with ARTIST name lastname.jpeg etc. Copy files can be provided as word, rft, or pages file formats saved on the CD. Print outs can be made directly from computer or provided a color copies.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

CITY OF Boynton Beach, FLORIDA

\_\_\_\_\_  
Janet Prainito, City Clerk

\_\_\_\_\_  
Kurt Bressner, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_ and \_\_\_\_\_, City Clerk and City Manager, respectively.

\_\_\_\_\_  
Notary Public, State of Florida

Notary Public  
Seal of Office

\_\_\_\_\_  
Printed, Typed or Stamped Name of  
Notary Public Exactly as Commissioned  
Individuals Who Signed Are:  
Personally Known, No Identification Produced

\_\_\_\_\_  
Name of ARTIST  
Name of company

State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2010, by \_\_\_\_\_ ARTIST & Company name.

Notary Public  
Seal of Office

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name of  
Notary Public Exactly as Commissioned  
Individual Who Signed Is:  
\_\_\_ Personally Known, No ID Produced OR  
\_\_\_ Identification Produced

EXHIBIT "A"

ARTIST EXHIBITION AND RIGHT TO PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF BOYNTON BEACH AND,  
ARTIST/COMPANY NAME)

ARTWORK

Title \_\_\_\_\_  
Artwork Date \_\_\_\_\_  
Medium \_\_\_\_\_  
Dimensions \_\_\_\_\_  
Framed dimensions \_\_\_\_\_  
Artwork price \_\_\_\_\_  
Artist name \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Website \_\_\_\_\_

(Attach list if more than one artwork is submitted)