



# **The City of Boynton Beach**

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## **Art in Public Places**

*Enriching our Community through Public Art*

## **CALL TO ARTISTS**

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

## **PROJECT    Boynton Beach City Library Environmental Exhibit**

**HOST** City of Boynton Beach Art In Public Places  
Partnered with the City Library

### **PURPOSE**

The City of Boynton Beach Art in Public Places Program is partnering with the City Library to host an on loan exhibit. The exhibit will feature original artwork that will link artists with the community and provide the public with an opportunity to gain knowledge and appreciation of artistic excellence. The Boynton Beach City Library exhibit is FREE to the public. The exhibit will contribute to the awareness of the Boynton Beach City Library and the Art in Public Places Program. The City Library experiences 30,000 monthly visitors and is a hub for educational and entertaining programming in the City.

**TIMEFRAME** - February 2010 - May 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**

- The theme for this exhibit is artwork that speaks to environmental issues, art that is made from recycled materials or calls attention to environmental issues or solutions.

### **PROGRAM SPECS**

- Artwork can be 2 dimensional or 3 dimensional and a variety of mediums.
- Artwork should be ready for installation on the Boynton Beach City Library hanging system.
- Artists are required to sign an on-loan agreement (see below)
- AIPP will install artwork.
- AIPP and the Boynton Beach City Library will host a reception during the exhibit.
- 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**

An independent committee will review the artwork images that are submitted to the Public Art Administrator and select artworks to exhibit in the Boynton Beach City Library.

<b>DEADLINE</b>	January 11, 2010 5pm
<b>SELECTION</b>	January 18, 2010
<b>NOTIFICATION</b>	January 21, 2010
<b>ARTWORK INSTALL</b>	Week of February 1, 2010
<b>RECEPTION</b>	February (date TBD)

## **WORK SAMPLES FOR VISUAL ARTS APPLICANTS**

- Maximum of three artworks submitted per artist
- Submit digital images of artwork on CD and one color print of each artwork on separate 8" x 10" paper.
- Along with the images, submit the artwork name, size, framed size, date, medium, price and maintenance requirements.
- Submit a brief biography (one paragraph) of the artist, how artwork addresses environmental issue(s) and contact information, including address, phone and email address.
- Images, biography of the artist, resume and contact information, including address, phone and email address 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.jpg (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.
- All work samples should be clearly labeled with your name, telephone number, title of work and corresponding identification number.
- Submit one complete set of printed information including images each of an 8" x 10" paper. Printed set can be printed directly from computer or color copied.

## **CONTACT INFORMATION**

Debby Coles-Dobay, Public Art Administrator  
City of Boynton Beach  
100 E. Boynton Beach Blvd.. Boynton Beach, FL 33425  
561 742 6026 colesdobayd@bbfl.us

## 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 City of 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 February 1, 2010 and no later than February 4, 2010. The time period ends no earlier than May 27, 2010 and no later than June 3, 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 provide a sketch of any required physical support base and the method of attachment. Once approved by the CITY, the ARTIST will modify the ARTWORK, if necessary, with any required elements to attach the ARTWORK to the existing location.

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 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 year. If the artwork is 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 exhibit and has it removed then the ARTIST agrees to contribute 20% of the artwork sale; 10% to the Friends of Library and 10% to the City of Boynton Beach's Art in Public Places program.

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 \_\_\_\_\_ 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  
Seal of Office

Notary Public, State of Florida

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

(ARTIST FILL OUT)

\_\_\_\_\_  
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, State of Florida

Notary Public

Seal of Office

\_\_\_\_\_  
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 \_\_\_\_\_