CALL TO ARTISTS - REQUEST FOR QUALIFICATIONS

Town Square Public Art Project
"A public art project for the new City of Boynton Beach Police facility that reflects the department’s beliefs: Preserve the sanctity of public trust and build strong community relationships.

PROJECT BUDGET: $100,000.00
Conceptual proposal – $1,500.00 each for two finalists
Proposed project budget – $97,000.00

PUBLISH CALL: Monday, July 16
DEADLINE:
RFQ – Wednesday, August 1, 2018 at 3pm
Finalist’s proposal – Friday, September 7, 2018
Completion – January 2020

ELIGIBILITY: Open to all professional artists and artists-led teams living in the United States.

LOCATION: New facility will be located at 2080 High Ridge Road, Boynton Beach, Florida

OPPORTUNITY:
To create a unique public art project for the City of Boynton Beach’s new Police facility located at 2080 High Ridge Road neighboring the Fire Station Emergency Operation Center with one or more of the following components:

• Art integration and interventions that place emphasis on preserving the sanctity of public trust through an innovative layout, interpretative visuals, and sculptural elements.

• The project should include the creation of public art to express the unique connection of the City’s policing services to the community it serves.

• Location for public art in the plaza of the new Police building where Police and Community ceremonial activities will take place.

POLICE DEPARTMENT COMMUNITY OUTREACH

BBPD strongly believes in the power of community engagement and giving back. The department participates in many outreach activities and charitable events throughout the year:

Community Engagement Examples

• The department’s Boys and Blue mentoring program with Congress Middle School is the first of its kind in Palm Beach County. Officers mentor male students in sixth through eighth grade, meeting with them weekly to learn civics and U.S. history using lesson plans provided by teachers at the school.

• Every August, the department hosts the Teen Police Academy, a week-long summer camp dedicated to increasing understanding between the community’s youth and their local police.

• The department also hosts an annual Citizen’s Police Academy—a nine-week program taught by police officers that aims to educate participants about police practices and the legal system as it pertains to police work.

• The department holds a quarterly Coffee with a Cop event in which members of the public can enjoy a cup of coffee with a police officer at a local restaurant.

• For the past six years, the BBPD has hosted the South Florida Police K9 Competition, a free family event that gives the public a chance to see police officers and their K-9 partners in action.
• Over the past ten years, BBPD has successfully used social media to engage the community and humanize the officers who protect and serve the City. Now that the department has built such a following on social media, they are using that network to empower residents to help better their own community.

POLICE DEPARTMENT LEADERSHIP & INNOVATION

Boynton Beach is a vibrant, diverse, and progressive city with the usual challenges of a growing community and has identified its primary short and long-range initiative:

• To continue to nurture and build strong connections with the community.

BACKGROUND:
This public art opportunity is in concert with the the City of Boynton Beach’s Town Square redevelopment plan. However the police station which is currently located in the Town Square’s 16.5 acre redevelopment area located at 100 E. Boynton Beach Blvd. will be moved and a new facility constructed on City property located at 2080 High Ridge Road neighboring the Fire Station E.O.C. Headquarters. The project construction for City’s Town Square and its public art component at the new Police Facility will be under the contract of the master developer and management company, Community Facility Partners – Boynton Beach, LLC.

The artist/artist team will be responsible for the planning, management, labor, installation and hard costs of the public art project. The artist/artist team will coordinate the work with the master developer’s planning and construction team for the project construction. Once the artist/artist team is short listed, an opportunity to communicate with the master developer’s planning and construction team will occur to explore the integration of public art elements into the new Police facility plaza.

In addition, this project may include collaborating with an Emerging Public Artist. The City is in process of encouraging Emerging Public Artists to apply for the program. A determination of which projects will include this component will occur by the shortlisted action in this RFQ process. The public artists will be matched with an Emerging Public Artist once a finalist is selected.

The City’s Public Art Manager will monitor the public art project, assist with the Arts Commission’s concept/artist approval process, timeline, budget allocation, final inspection and Arts Commission project completion approval.

The new Boynton Beach Police Department Headquarters is designed to serve the growing community and meet the requirements of an expanding police force. Located in the Quantum Park neighborhood of Boynton Beach, Florida, at the corner of Gateway Boulevard and High Ridge Road adjacent to I-95. (See map included) The site design concept creates a "neighborhood center for public safety" with a plaza, parking and pedestrian connector between the new headquarters and the existing Fire Rescue #5 building.

Diagrammatically, the two story, semi-public, linear form of the facility bisects a single story linear form separating the southern public functions from the secured functions to the north. A continuous ribbon window at the second level provides openness and transparency with the community while allowing views of the plaza and community to the south. A deep overhang protects the ribbon window from direct sun while still allowing natural sunlight into the corridor and offices. A linear "touch of blue" at the perimeter of the public and staff entries recalls law enforcement’s "thin blue line" symbol of maintaining order and comradery with the community. The plaza welcomes the public to the lobby, community room and information desk, all of which exist in the non-secured areas of the building. Secured access is provided for police functions beyond the public access.
PROJECT FACTS:

1. At just over 63,100 GSF, the new Headquarters will house the Chief and Administrative Offices Suite, Administrative Services Bureau, and all of the required functions of a modern-day, state-of-the-art public safety facility including a 3,000 SF Community Room.

2. The Police Department has 156 sworn police officer positions, 53 non-sworn professional staff positions.

3. The Police Department operates the City’s Emergency Communications Center, which services Police, Fire, and EMS. Boynton Beach utilizes the Palm Beach County Sheriff’s Office for jail services. The department has a strong Explorer Post program, which has the potential to act as a conduit to bring diversity into the department and is the first municipal police department in the state to employ a therapy dog.

4. The City’s vision is to be a welcoming and progressive coastal community that celebrates culture, innovation, and business development.

5. Boynton Beach, Florida, is a dynamic, culturally diverse coastal community covering 16.5 square miles in the center of Palm Beach County.

6. The City is home to 73,992 and is a part of the Miami–Dade, Broward, and Palm Beach metropolitan area, which has a total population of 6 million.

7. The City is has convenient connectivity to 3 major international airports and seaports.

8. The City has 29 public parks encompassing 180 acres of green space.

9. The median household income is $47,943. The median home price is $235,000.

RESEARCH INFORMATION:
City of Boynton Beach [www.boynton-beach.org](http://www.boynton-beach.org)
Boynton Beach PD [www.bbpd.org](http://www.bbpd.org)

ARTIST SELECTION SCHEDULE

<table>
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<tr>
<th>Event</th>
<th>Date/Dates</th>
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<tr>
<td>Publish Call</td>
<td>Monday, July 16, 2018</td>
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<tr>
<td>RFQ deadline</td>
<td>Wednesday, August 1, 2018 at 3pm</td>
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<tr>
<td>Selection panel</td>
<td>Thursday, August 9, 2018</td>
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<tr>
<td>Selection notification</td>
<td>Monday, August 13</td>
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<tr>
<td>Finalists interviews</td>
<td>Tuesday, August 14 – Thursday, August 23, 2018</td>
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<tr>
<td>Finalists proposal presentations and Arts Commission approval</td>
<td>Thursday, September 13, 2018 6:30 – 8:30pm</td>
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<tr>
<td>Finalists selection notification</td>
<td>Monday, September 17, 2018</td>
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<tr>
<td>Artists agreement</td>
<td>Friday, October 5, 2018</td>
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<tr>
<td>Project begins</td>
<td>Monday, October 15, 2018</td>
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<tr>
<td>Installation</td>
<td>Date TBD</td>
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<tr>
<td>Completion</td>
<td>January 29, 2020</td>
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<tr>
<td>Celebration</td>
<td>Date TBD</td>
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* Schedule subject to change.
ARTIST SELECTION PROCESS

A special selection panel/Arts Commission will look for artist/artists teams who bring high level of conceptual ability and innovation to reach the best and most creative solutions to the project.

The artists/artists teams will be selected through a Request for Qualification call to artists process. The selection panel/Arts Commission will be comprised of twelve members with backgrounds in public art, policing, police facility planning and construction.

Based on the criteria listed below the panel will select two artists/teams to interview. Finalists will be invited to discuss past approaches and working methods and project approach and methods with the panel, as well as answer questions related in to working on this type of project. The interviews can be conducted in person or via conference call with audio and video. The finalists will then produce a proposal for the project. Each selected artist/artist team will be given an honorarium of $1,500.00 to create a proposal for the project. Once submitted the artist/artist team will have an opportunity to present the project proposal concept to the special selection panel/Arts Commission in person or via conference call with audio and video. The selection panel will select one artist/artist team for the project.

The panel reserved the right to make no selection from the submitted applications or final interviews. Once artist/artist team is selected an artist agreement is signed with CFP – Boynton, LLC the project can commence. (see sample attached) The public artist/artist team and public art concepts will be reviewed by the Arts Commission for approval. Project will be coordinate with the City Public Art Manager and Town Square planning and construction team.

SELECTION CRITERIA

Artistic Excellence and strong conceptual skills: It is important that the artist/artist team is able to create a well-constructed plan that meets the projects goals.

Strong verbal, written and graphic communication skills: Good people and communication skills are required to be able to translate the projects purpose, stakeholder communication and artistic concept to a sound and workable project plan.

Previous experience: The artist/artist team should demonstrate experience with working with a team of professionals and show strengths in public art plan development, integration of public art into active construction project, knowledge of water and utility systems and urban design.

Accessibility and Availability: This is a fast paced project. An integral part of this project is the artist/artist teams reasonable availability to perform the tasks to compete the project.

RFQ APPLICATION MATERIALS

- Statement of interest
- Brief artist/artist team biography
- Visual materials and corresponding annotation
- Sample proposal document
- Two written references

Statement of interest in 300 words or less explain why the artist/artist team is interested in the project, how the artist/artist team work is appropriate for this opportunity, and relative past experience.

Submit a brief artist/artist team biography, contact information, including address, phone, email, website address and social media links.
Minimum of three past projects that best illustrate their qualifications for this project opportunity.

- Examples should include a brief description of the project: location, commissioning agency with contacts, fabrication materials, dimensions, installation, budget and project reference contact information. Include a brief description as to how the public art is relevant to this call.

- Information 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. Identify and label each image and file to coordinate with printed materials. Text files can be provided as word document, rtf, or pages document with 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 artist/artist team and telephone number.
- Submit five complete sets of printed information of all images (each separate on a 8” x 10”, size paper), past public art projects their description and contact information, project description, artists bio and contact information. Set can be printed directly from computer or color copied.

Sample of past project proposal document

- Include one conceptualize planning document for past project that demonstrated how the project was proposed and presented for final acceptance of public art opportunity.

Two written references including current contact for references.

SUBMIT QUALIFICATION INFORMATION BY WEDNESDAY, AUGUST 1, 2018 AT 3:00 P.M. TO:

Debby Coles-Dobay, Public Art Manager
City of Boynton Beach Public Art
100 E. Boynton Beach Blvd., Boynton Beach, FL 33425
(561) 742-6026 colesdobayd@bbfl.us
EXAMPLE ARTIST AGREEMENT

ARTIST AGREEMENT

THIS AGREEMENT, dated the _____ day of ______________________, 2018, is by and between:

Community Facility Partners - Boynton Beach, LLC, a municipal corporation, organized and operating pursuant to the laws of the State of Florida, with a business address of 18336 Minnetonka, Blvd. Suite C, Deephaven, MN 55391, hereinafter referred to as “CFP - Boynton - Boynton”, and

with an address of
in hereinafter referred to as “ARTIST.” CFP - Boynton and ARTIST may hereinafter collectively be referred to as the “Parties.”

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CFP - Boynton and ARTIST as follows:

WHEREAS, public art is a work of art, generally created by a public ARTIST exhibiting the highest quality of skill and aesthetic principals and includes all forms of the visual arts conceived in any medium, material or combination hereof, including but not limited to paintings, sculptures, stained glass, mosaics, murals, and ARTIST designed functional, architectural, landscaped, and landform elements as described in the Public Art Ordinance 07-002; and

WHEREAS, CFP - Boynton desires to obtain professional services from ARTIST for the creation of public artwork; and

WHEREAS, ARTIST possesses the specific skills, talent, expertise, experience and knowledge to provide CFP - Boynton with the artwork in a professional and artistic manner; and

WHEREAS, ARTIST has stated an interest in working on the creation of public artwork for the PUBLIC ART PROJECT; and

WHEREAS, CFP - Boynton desires to commission the ARTIST to create public artwork for initial display at the PUBLIC ART PROJECT, LOCATION, Boynton Beach, Florida (the “Site”) on the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

1.1. RECITALS: Each “whereas” clause set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1. ARTIST hereby agrees to create the public artwork described in proposal attached hereto as Exhibit A (the “Public Art Project”), or other services which may otherwise be required, as further enumerated in the Scope of Services set forth in Article 3 herein below.

2.2. The public artwork shall be installed by the ARTIST in the location at the site as designated by the approved public art project proposal.

2.3. ARTIST shall furnish all services and labor necessary and as may be required in the performance of this agreement.
2.4. ARTIST hereby represents to CFP - Boynton, with full knowledge that CFP - Boynton is relying upon these representations when entering into this agreement with ARTIST, that ARTIST has the professional expertise, talent, experience and manpower to perform the services to be provided by ARTIST pursuant to the terms of this agreement.

2.5. ARTIST represents and warrants that all work performed pursuant to this agreement, including but not limited to the public artwork, is an original creation and does not infringe upon or violate any copyrights or other rights of any person, firm or organization. ARTIST does hereby indemnify and hold CFP - Boynton harmless from and against any and all claims and liabilities that may arise as a result of any breach of the foregoing representation and warranty.

2.6. CFP - Boynton recognizes that authors of visual art have certain rights pursuant to the Federal Visual ARTIST Rights Act of 1990, known as “VARA”. CFP - Boynton will not intentionally distort, mutilate and/or modify the public artwork in a manner that would be prejudicial to ARTIST’s honor or reputation.

2.7. CFP - Boynton is entitled to exhibit, publish, broadcast, advertise and otherwise use the likeness of the public artwork, in any non-commercial, non-profit manner CFP - Boynton sees fit. Incidental appearance of the public artwork in photographs or in depictions of the store front where the public art is located shall not violate the prohibition set forth in this paragraph.

2.8. CFP - Boynton agrees to give the ARTIST full acknowledgement and credit as the creator of the public artwork, with the placement of a plaque or similar object on and/or near the public artwork.

2.9. The value of the public artwork is established when the price of the art is commissioned.

2.10. CFP - Boynton agrees to provide the ARTIST reasonable access to the site to prepare the public artwork for installation. ARTIST may not obstruct access to the entrance to the project and ARTIST shall be responsible for securing the installation site to protect the public from any hazards that may arise during preparation of the site or installation of the public artwork.

2.11. ARTIST may not hire or utilize the services of any sub-contractor, employee or other individual to assist the ARTIST in performing services under this agreement without the prior written approval of CFP - Boynton.

2.12 ARTIST warranties the final product against all defects in workmanship and materials for a period of one year from the date of installation and agrees to repair or replace defective materials and workmanship at ARTIST’s sole cost.

**ARTICLE 3**

**SCOPE OF SERVICES**

ARTIST shall perform the following services in accordance with this Agreement with CFP - Boynton as follows:

3.1. All work performed under this Agreement shall be done in a professional manner.

3.2. The public artwork shall be produced to CFP - Boynton’s satisfaction and in conformity with the appropriate moral and ethical standards for the community in which the Site is located. The quality of the completed public art is a matter of prime importance and shall meet all applicable industry standards. CFP - Boynton shall have the right to approve and/or reject the public artwork or any portion thereof. The display, of the public artwork shall be subject to the sole discretion of CFP - Boynton.

3.3 The ARTIST shall perform and provide services as set forth in the Proposal for PUBLIC ART PROJECT dated ________________, a copy of which is attached hereto as Exhibit “A”.

3.4 ARTIST is required to coordinate with project management team to prepare, install and complete the public art project. CFP - Boynton is not responsible for negotiating, coordinating or managing the public art project timeline. Public Art Manager will monitor the project and from time to time document the public art projects process. The Project is estimate to begin __________ with an estimated completion date of ________.
ARTICLE 4
TERM AND TERMINATION

4.1. This Agreement shall take effect as of the date of execution as shown herein below and shall end upon completion of the ARTIST’s work and services described in Articles 2 and 3 hereof.

4.2. All documents, plans, work products, materials, equipment and tools belonging to CFP - Boynton will be furnished to CFP - Boynton upon completion and/or termination of the agreement, whichever occurs first.

4.3 CFP - Boynton’s rights to exhibit, publish, broadcast, advertise and otherwise use of the likeness of the public artwork for non-commercial non-profit purposes or if for commercial purposes if incidental to photographs or renderings of the site shall survive the termination of this agreement.

ARTICLE 5
COMPENSATION

5.1. CFP - Boynton shall provide compensation and/or payments to the ARTIST as set forth in the Proposal for the PUBLIC ART PROJECT dated ___________________________ a copy of which is attached hereto as Exhibit “A”.

5.2 Title to the public artwork passes to CFP - Boynton of Boynton Beach upon payment of the compensation.

ARTICLE 6
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

6. CFP - Boynton or ARTIST may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of Boynton Beach and must be contained in a written amendment, executed by the Parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. In no event will ARTIST be compensated for any additional work or change from attached Exhibit A which has not been described in a separate written Agreement executed by the Parties hereto.

ARTICLE 7
MISCELLANEOUS

7.1. Insurance. Worker’s Compensation Insurance, property damage, liability insurance and vehicular liability insurance shall be maintained by ARTIST during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the ARTIST shall require the sub-contractors similarly to provide Worker's Compensation Insurance at the same levels required by the ARTIST for all the subcontractor’s employees unless such employees are covered by the protection afforded by the ARTIST.

A. ARTIST shall secure and maintain in force, throughout the duration of this Agreement, comprehensive general and automobile liability insurance with a minimum coverage of $1,000,000 per occurrence; $2,000,000 aggregate for personal injury; $1,000,000 per occurrence, $2,000,000 aggregate for property damage; and, professional liability insurance in the amount of $1,000,000 (all professional contract services).

B. The general liability and vehicular liability policies shall name CFP - Boynton and CFP - Boynton of Boynton Beach as an additional insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to CFP - Boynton.

C. ARTIST shall secure and maintain in force throughout the duration of this contract workers' compensation insurance in amounts not less than the statutory limits.

D. ARTIST shall furnish CFP - Boynton with a certificate of insurance evidencing all required insurance coverage prior to the start of any work for CFP - Boynton. Said insurance companies must be authorized to do business in the State of Florida and CFP - Boynton will not accept any company that has a rating less than B+ in accordance with A.M. Best’s Key Rating Guide, latest edition.

E. If ARTIST claims to be exempt from this requirement, ARTIST shall provide CFP - Boynton proof of such exemption along with a written request for CFP - Boynton to exempt ARTIST, written on ARTIST’s letterhead which exemption shall not be effective until signed by CFP - Boynton.
7.2. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the ARTIST is an independent contractor under this Agreement and not CFP - Boynton 's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The ARTIST shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ARTIST’ activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of ARTIST, which policies of ARTIST shall not conflict with CFP - Boynton, State, or United States policies, rules or regulations relating to the use of ARTIST’S funds provided for herein. The ARTIST agrees that it is a separate and independent enterprise from CFP - Boynton, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the ARTIST and CFP - Boynton and CFP - Boynton will not be liable for any obligation incurred by ARTIST, including but not limited to unpaid minimum wages and/or overtime premiums.

7.3. **Assignments.**

7.3.1. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by ARTIST without the prior written consent of CFP - Boynton. However, this Agreement shall run to CFP - Boynton and its successors and assigns.

7.3.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.4. **No Contingent Fees.** ARTIST warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ARTIST to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for ARTIST any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CFP - Boynton shall have the right to terminate this Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover from ARTIST the full amount of such fee, commission, percentage, gift or consideration.

7.5. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified in writing, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the ARTIST and CFP - Boynton designate the following as the respective places for giving of notice:
7.6. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.7. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

7.8. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

7.9. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

7.10. **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

7.11. **Extent of Agreement.** This Agreement represents the entire and integrated Agreement between CFP - Boynton and the ARTIST and supersedes all prior negotiations, representations or Agreements, either written or oral.

7.12. **Equal Employment Opportunity.** In the performance of this Agreement, the ARTIST shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

7.13. **Waiver.** Any failure by either party to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and the waiving party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

7.14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
7.15 **Usage Rights** After final acceptance of the artwork by CFP - Boynton, the following ARTIST’ rights shall be guaranteed:

- Maintenance of public artworks shall be the responsibility of CFP - Boynton or developer or property association and not the ARTIST. The responsible party shall make reasonable efforts to maintain the artwork in good repair. The responsible party shall attempt to consult the ARTIST and collaborator on major repairs.
- The artwork shall not be altered, modified, removed or relocated from a site integral to the concept for the work without first consulting with the ARTIST and collaborator, if reasonably possible. If a work, nevertheless, has been significantly altered, the ARTIST and collaborator shall have the right to disclaim authorship.
- Copyright of the artwork shall belong to the creator(s), but CFP - Boynton or developer or property association shall be granted the right to make two-dimensional reproductions for non-commercial purposes.

**IN WITNESS OF THE FOREGOING**, the Parties have set their hands and seals the day and year first written above.

**CFP - Boynton**

ATTEST: CFP - Boynton

(NAME) BY: STEVE COLLINS, PRESIDENT

APPROVED AS TO FORM:

OFFICE OF CFP - Boynton ATTORNEY
ARTIST SIGNATURE

BY: __________________________________________

Print Name: __________________________________________

Title: __________________________________________

WITNESS: ________________________________

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing was acknowledged before me this _________ day of ___________, 2018, by (name) CFP - Boynton, authorized agent of CFP - Boynton, a Minnesota corporation, on behalf of the Corporation.

By: ________________________________, Notary Public

My commission expires: ________________________________

Counties: Palm Beach

STATE OF FLORIDA : ss:

COUNTY OF ________________:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _________________________ as ____________________ of ________________, who is personally known to me or who has produced ____________________________ as identification, and acknowledged executing the foregoing Agreement as the proper official of ________________ for the use and purposes mentioned therein and that the instrument is the act and deed of _________________________.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _________ day of _____________________, 2018.

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commission Name of Notary Public)