

# CRYSTAL *art*

## CRYSTAL CITY BUSINESS IMPROVEMENT DISTRICT CRYSTAL ART – HOMAGE TO R. BUCKMINTER FULLER

October 2009

The Crystal City Business Improvement District (BID) in partnership with Arena Stage is introducing a temporary, outdoor art exhibit that pays homage to the great scientific mind of R. Buckminster Fuller and his creation of the Geodesic Dome. “Bucky-Art” celebrates the upcoming production of *R. Buckminster Fuller: THE HISTORY (and Mystery) OF THE UNIVERSE*.

This **Call for Artists** announces the opportunity to design and construct small-scale Bucky-inspired geodesic domes or other creations based Bucky’s Design Science Principles, but with individual creativity and ingenuity. Selected artists will receive a grant of \$2000 from the Crystal City Business Improvement District.

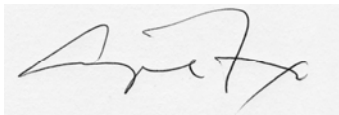
The enclosed package contains the necessary program information to help you submit a proposal for “Bucky-Art”:

- Artist Participation Form
- Artist Fact Sheet
- Artist Contract/Agreement

For questions or to request additional information, please contact Robert Mandle at 703-412-9435 or via email at [rmandle@crystalcity.org](mailto:rmandle@crystalcity.org).

We hope that you will join us in celebrating the area in this fun and unique way. Thank you for your continued support.

Sincere Best,



Angie Fox  
President/CEO  
Crystal City Business Improvement District

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## Artist Participation Form

Artist Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### *Description of Artist Materials:*

**Note:** *Official rights to all designs are assigned to the Crystal City BID.*

**Design Submission:** Please submit a full-color sketch or schematic of your design on an 8.5” x 11” sized page (electronically is preferred). Be sure to include dimensions and call-out specific materials used. Design Submissions must also include 1) a title for the submission and 2) a brief description of the concept and its relationship to Buckminster Fuller’s legacy.

**Questions/Information Requests:** For any questions or information requests, please contact Robert Mandle at 703-412-9435 or via email at [rmandle@crystalcity.org](mailto:rmandle@crystalcity.org).

**Deadline:** **Artist Participation Forms should be received by January 15, 2010.** Please send to Robert H. Mandle via email at [rmandle@crystalcity.org](mailto:rmandle@crystalcity.org) or by mail at:

Robert H. Mandle  
Crystal City Business Improvement District  
2001 Jefferson Davis Highway, Suite 505  
Arlington, VA 22202

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## Artist Fact Sheet

**What:** A creative and scientific art project that pays homage to R. Buckminster Fuller. The exhibition is a joint project to highlight Crystal City's public spaces by incorporating art into the area and to showcase Arena Stage's opening of *R. Buckminster Fuller: THE HISTORY (and Mystery) OF THE UNIVERSE*.

**Why:** The success of previous Crystal Art projects have demonstrated the power that art can add to public spaces. The 2010 exhibition will ensure that area residents, employees, and visitors continue to visit and enjoy Crystal City while building a buzz about the Bucky show.

**Who:** The Crystal City BID is responsible for changing how people see and perceive Crystal City. Art remains a critical means of achieving this goal by adding color, interest and conversation to the streets, sidewalks and public spaces of Crystal City. Arena Stage, a nationally recognized non-for-profit theatre, has made a temporary home in Crystal City.

**Where:** The selected works will be placed throughout Crystal City's streets, sidewalks and public spaces.

**When:** Throughout Crystal City between April 1, 2010 through August, 2010.

### Calendar of Key Dates

Call for Artists Sent	October 21, 2009
Artist Participation Form Submission Deadline	January 15, 2010
Art Design Selection	February 1, 2010
Geodesic Domes Constructed/Installed	March 15-March 31, 2010
Exhibition Opens	April 1, 2010
THE HISTORY (and Mystery) OF THE UNIVERSE: Opens @ Arena Stage	May 28, 2010
Exhibition Ends	August 31, 2010

### Design Guidelines

- Artists may submit up to three designs. Submission of design does not guarantee selection.
- Each design submitted must include an Artist Participation Form and a sketch of the proposed design on an 8.5" x 11" sheet and include dimensions and material call-outs.
- Design Submissions must also include 1) a title for the submission and 2) a brief description of the concept and its relationship to Buckminster Fuller's legacy.
- Designs can be a maximum of 10'X10'X10'.
- Designs may not be political or derogatory.
- Design submissions should be true to color.
- Artists selected are required to sign a contract assigning the rights for all designs to the Crystal City BID. The Crystal City BID reserves the right to use the designs or derivations of the designs on marketing materials and promotional materials, as it deems necessary.
- Any personal use of designs selected must be approved by the Crystal City BID.
- Designs must reflect Buckminster Fuller's Design Science Principles.
- The Artist Participation Package, including the Participation Form and any design submission must be received by January 15, 2010.

### Design Selection Process

- All designs must be approved by Crystal City Business Improvement District Staff and Arena Stage.
- Design selections will be completed and artists notified by February 1, 2010.

- Artists selected will be required to sign a contract for payment. Payment will be in two phases – 50 percent will be paid upon contract signing with the remaining 50 percent paid upon satisfactory completion of the selected design.

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## Program Agreement Form

This Crystal ART Agreement (“Agreement”) is made as of \_\_\_\_\_, 2010, by and between the Crystal City Business Improvement District (“CCBID”) and the undersigned artist (“Artist”).

Artist wants to start production of the artwork (“Work”), based on the initial design proposal (“Design”) submitted with Artist’s application, approved by CCBID and attached to this Agreement, and to present a completed Work to CCBID under the terms and conditions of this Agreement.

Therefore, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree:

1. **Term.** This Agreement begins on the later date signed below, and ends, except with respect to those obligations identified in this Agreement as surviving termination, when CCBID tells Artist that it accepts the completed Work (“Term”).

2. **Artist's Duties.** Artist will:

c. Complete the Work consistently with the approved Design, using approved media and materials. Artist must get prior approval from CCBID for variations of the Design on the Work. Artist will assure that the completed Work is durable, safe, requires no or minimal maintenance, able to withstand weather, human weight, tugging and surface abrasions.

d. Complete the Work and notify CCBID on or before March 31, 2010. Artist must transport the completed Work to the specified site.

e. Promptly modify the completed Work, if so required by CCBID, to comply with the Design or specific CCBID comments. Artist will be responsible for costs to modify the completed Work, including any transportation costs. Artist will notify CCBID on completion of the modifications.

g. Make best efforts to repair promptly the completed Work during the exhibition of the Work if CCBID notifies Artist that the installed Work has been damaged. Artist acknowledges that CCBID may enlist another individual to repair the installed Work should Artist be unavailable to do so within a reasonable time of CCBID notice to Artist. This obligation survives termination of the Agreement.

h. Within one week after the exhibition closes; the Artist is required to disassemble and remove Work from the specified site.

3. **CCBID's Duties.** CCBID will:

a. Review the completed Work for its overall impression and its compliance with the Design. CCBID may refuse to accept any completed Work for any or no reason. CCBID may also require Artist to modify the completed Work, giving Artist directions for such modifications and for the due date for completion and presentation of the modified completed Work.

- b. Ensure payment of the honorarium of \$2,000 (“Grant”) per selected design. Payment will be paid in two installments: the first 50 percent upon receipt of this signed agreement and the second at satisfactory completion, installation and acceptance of the completed work.
- c. Maintain the installed Work with routine cleaning during exhibition of the Work, and notify Artist if the installed Work is damaged and requires Artist’s repair. CCBID may repair the installed Work itself or through a third party if Artist refuses or is not available to repair the installed Work. CCBID may remove or relocate the installed Work at any time and for any reason prior to the end of the Crystal Art Program.
- d. CCBID will credit Artist that created the completed Work and display the title of the Work on or near the installed Work.
- e. Provide Artist with any requests for modifications to the Design necessitated by installation or material changes.

#### **4. Intellectual Property and Work for Hire.**

- a. Artist represents that the completed Work is Artist’s original creation, does not infringe or violate the copyright, trademark or patent right of any third party, does not defame or disparage any living or dead person, and does not violate any person’s right of privacy or publicity. Artist acknowledges that the completed Work may not advertise any product, service, company name or show social disrespect with slogans or inappropriate images, as determined by CCBID in its sole discretion.
- b. Artist acknowledges that the Crystal Art Statue remains the exclusive property of CCBID, and that no title to the Crystal Art Statue passes to the Artist through this Agreement.
- c. Artist acknowledges that the Design and the Work (including all tangible designs, models and artwork, and any copies thereof) that Artist prepares under this Agreement (collectively “Materials”) are considered work for hire, and are CCBID’s exclusive property during and after the Term. If, for any reason, the Design or the Work are not considered work for hire, Artist hereby grants to CCBID all rights, title and interest, including copyright in and to the Design and the Work perpetually and throughout the world. Artist or, if applicable, Artist’s estate will turn over to CCBID, on Agreement completion or termination, and retain no ownership of or copyright in such Materials. Artist acknowledges that, during and after Agreement termination, CCBID may reproduce the Materials, in whole or part in any media, without Artist’s limitation or additional charges.
- d. Artist may retain photographs of the completed Work solely for the purpose of Artist’s use in his or her portfolio and not for any reproduction or resale. Artist acknowledges that such photographs are and will remain CCBID’s property and must be returned to CCBID, or destroyed, immediately on CCBID’s request.
- e. Artist expressly agrees to waive the rights under 17 USC Section 106A to claim authorship in the Work, to prevent Artist’s name as the author of any work of visual art which he or she did not create, to prevent the use of Artist’s name as the author of the Work in the event of a distortion, mutilation, or other modification of the Work which would be prejudicial to his or her honor or reputation, to prevent any intentional distortion, mutilation, or other modification of the Work which would be prejudicial to Artist’s honor or reputation, and to prevent any intentional or grossly negligent destruction of the Work.
- f. The intellectual property rights and limitations above survive termination of the Agreement.

#### **5. Termination.**

- a. CCBID may terminate this Agreement immediately, with written notice to Artist, if Artist is adjudged insolvent or declares or is forced into bankruptcy, or is involved in a crime or offense that CCBID party believes is likely to have an adverse effect on it, its intellectual property or goodwill.

b. CCBID may also terminate this Agreement, without prejudice to its other rights and remedies, immediately by notice to Artist if Artist transfers or purports to transfer any rights or obligations under this Agreement without CCBID's prior written consent, or by 30 day notice to Artist.

c. If either party breaches any material provision of this Agreement, the non-breaching party may provide the breaching party with 10 days prior written notice and an opportunity to cure. If the breaching party fails to cure the breach within 10 days from its receipt of the notice, the non-breaching party may terminate this Agreement without further notice or demand.

**6. Post Termination Obligations.** On termination of this Agreement for any reason:

a. Artist must immediately cease research and production of the Work and return to CCBID, or destroy, at CCBID's option, the Design and materials that Artist used in producing the Work, and the actual unfinished Work.

b. Artist must return the Grant if Artist has not, in the good faith opinion of CCBID, completed a majority of the Work.

c. Except as detailed above, the assigned Sponsor will have no further responsibility to pay Artist on Agreement termination.

**7. Indemnity.**

a. Artist agrees to defend, indemnify and hold harmless CCBID, the government of the Arlington County, its affiliates, and their respective directors, officers and employees from and against any claims, losses, judgments, costs or expenses (including reasonable attorneys' fees) to the extent directly arising from Artist's negligent act or omission, or intentional act in violation of any law, rule or regulation, or breach of the warranties and representations contained in this Agreement.

b. Neither party will be liable to the other for incidental or consequential damages, including loss of profit, unless such loss results from a willful breach of obligations.

**8. Confidentiality.** Both parties will keep strictly confidential and not use any information either learns regarding the other's business affairs which is not generally known to the public or which is not required to be disclosed by law during and after the Term. Artist will not disclose the Design or Work, or any other participating artist's design or work, prior to the official installation date determined by CCBID.

**9. General** This Agreement is the entire agreement between the parties and supersedes all oral and written agreements entered before or at the same time as this Agreement on the same subject. Agreement modifications must be in writing signed by both parties. Neither party may avoid fulfilling its Agreement obligations citing issues not specifically addressed in the Agreement. If such an issue arises, each party will use best efforts to resolve it in a mutually satisfactory and timely manner. A party will not be liable to the other should its Agreement performance be prevented by circumstances beyond its reasonable control; provided, the affected party uses its best efforts to continue or substantially resume performance promptly at the end of the circumstance preventing performance. Each party is acting as an independent contractor. Artist may not transfer or assign this Agreement or its obligations to a third party without CCBID's prior written consent. This Agreement may be signed in one or more counterparts, all of which are deemed original.

**10. Governing Law, Litigation.** This Agreement is governed by State of Virginia law, without regard to its conflicts of laws principles. If either party must enforce this Agreement in a judicial proceeding or appeal, the prevailing party may seek reimbursements of its reasonable litigation costs and expenses, including reasonable accounting and legal fees, whether incurred in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce the Agreement.

The parties to this Agreement, dated above, each indicate their acceptance of the terms and conditions of this Agreement by the signature of a duly authorized and empowered officer.

**Crystal City Business Improvement  
District (CCBID)**

**ARTIST**

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Soc. Sec./Tax ID # \_\_\_\_\_

Date: \_\_\_\_\_