

CRYSTAL*art*

CRYSTAL CITY BUSINESS IMPROVEMENT DISTRICT CRYSTAL ART – ILLUMINATED SCULPTURE



October 2010

The Crystal City Business Improvement District is seeking qualified artists to help produce a temporary, outdoor art exhibit featuring illuminated sculptures in the Crystal City Water Park. Sculptural elements can add a sprinkle of color, light, interest, and fun to any street or open space and the Crystal City BID utilizes a variety of statue strategies to inject a little extra sass and soul into the area.

This **Call for Artists** announces the opportunity to design and construct outdoor sculptures intended to provide both an interesting daytime element and a lit experience after the sun begins to set that meets the Crystal City BID's branding message of "Dazzle, Illuminate, Sparkle, and Shine." Artists are asked to submit ideas that use lighting to create unique sculptures that define space, color and balance in an outdoor setting. Selected artists will receive a grant of \$5,000 from the Crystal City Business Improvement District to build and implement their concept in the Crystal City Water Park.

The enclosed package contains the necessary program information to help you submit a proposal for the Illuminated Sculpture Project:

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

For questions or to request additional information, please contact Joe Petty at 703-412-9430 or via email at jpetty@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,

A handwritten signature in black ink, appearing to read "Angela Fox", written in a cursive style.

Angela Fox
President/CEO
Crystal City Business Improvement District

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Artist Participation Form

Artist Name: _____ Date: _____

Address: _____ City _____

State: _____ Zip: _____ Phone: _____ Email: _____

Title of Design Concept: _____

Description of Design Concept – Please cover artistic intent, materials, size, power requirements and implementation detail:

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.

Questions/Information Requests: For any questions or information requests, please contact Joe Petty at 703-412-9430 or via email at jpetty@crystalcity.org.

Deadline: Artist Participation Forms should be received by **January 14, 2011**. Please send to Joe Petty via email at jpetty@crystalcity.org or by mail at:

Joe Petty
Crystal City Business Improvement District
2001 Jefferson Davis Highway, Suite 505
Arlington, VA 22202

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Artist Fact Sheet

- What:** A creative project that helps put the Crystal back into Crystal City. Artist-built light sculptures will be added to the Crystal City Water Park adding *Dazzle, Illumination, Sparkle, and Shine* to one of Crystal City's premier outdoor spaces.
- Why:** The success of previous Crystal Art projects has demonstrated the power that art can add to open spaces. The 2011 exhibition embodies the Crystal City BID's core messaging of light, bright, vibrant, and illuminating providing area residents, employees, and visitors another means through which to see and explore Crystal City.
- 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 open spaces of Crystal City.
- Where:** The selected works will be placed throughout Crystal City's Water Park, located across from 1750 Crystal Drive.
- When:** Throughout Crystal City between April 1, 2011 through Summer, 2011.

Calendar of Key Dates

Call for Artists Sent	October 5, 2010
Artist Participation Form Submission Deadline	January 14, 2011
Art Design Selection	February 1, 2011
CRYSTAL CITY BID and Artist Site Visit	February 1 - 11, 2011
Onsite Illuminated Sculpture Construction/Installation	March 15 - 31, 2011
Exhibition Opens	April 1, 2011
Exhibition Ends	Summer 2011

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.
- Designs may not be political or derogatory.
- Design submissions should be true to color.
- 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.
- The Artist Participation Package, including the Participation Form and any design submission must be received by January 14, 2011.
- Artists are encouraged to use environmentally-friendly lighting elements (such as high efficiency LED technology) and/or sustainable energy sources (such as solar panels, or kinetically generated power), but are not precluded from suggesting use of outlets.

Design Selection Process

- All designs must be approved by Crystal City Business Improvement District Staff. Special considerations will be given to the "Green" nature of the statues design as well as its overall ability to meet the BID's marketing message to "Dazzle, Illuminate, Sparkle, and Shine."
- Design selections will be completed and artists notified by February 1, 2011.
- Artists selected will be required to sign a contract for payment. Payment will be in three phases – 1/3 will be paid upon contract signing, 1/3 will be paid upon satisfactory completion of the selected design, and 1/3 will be paid at the end of the exhibition after removal of the piece by the artist.

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Program Agreement Form

This Crystal ART Agreement ("Agreement") is made as of _____, 2011, by and between the Crystal City Business Improvement District ("BID") 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 Crystal City BID and attached to this Agreement, and to present a completed Work to CRYSTAL CITY BID 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 CRYSTAL CITY BID 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 CRYSTAL CITY BID 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 CRYSTAL CITY BID on or before March 31, 2011. Artist must transport the completed Work to the specified site. All costs associated with transporting and installing the work are the responsibility of the artist.

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

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

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

i. Artist is responsible for any damage that occurs to property during the installation process that results from negligence or a failure to request additional site information regarding utilities, irrigation, or electrical.

3. **CRYSTAL CITY BID's Duties.** CRYSTAL CITY BID will:

a. Review the completed Work for its overall impression and its compliance with the approved Design. CRYSTAL CITY BID may refuse to accept any completed Work for any or no reason. CRYSTAL CITY BID 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 \$5,000 (“Grant”) per selected design. Payment will be paid in three installments: the first 1/3 upon receipt of this signed agreement, the second 1/3 upon satisfactory completion, installation and acceptance of the work by CRYSTAL CITY BID, and the final 1/3 upon closure of the exhibition and removal of the 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. CRYSTAL CITY BID may repair the installed Work itself or through a third party if Artist refuses or is not available to repair the installed Work. CRYSTAL CITY BID may remove or relocate the installed Work at any time and for any reason prior to the end of the Crystal Art Program.
- d. CRYSTAL CITY BID 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 CRYSTAL CITY BID in its sole discretion.
- b. Artist acknowledges that the Crystal Art Statue remains the exclusive property of the Artist. The statue is on loan to the CRYSTAL CITY BID for the duration of the exhibition defined in Artist Fact Sheet.
- c. 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.
- d. The intellectual property rights and limitations above survive termination of the Agreement.
- e. The CRYSTAL CITY BID reserves the right to take photographs of the artwork for promotional and marketing material for the CRYSTAL CITY BID.

5. Termination.

- a. CRYSTAL CITY BID 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 CRYSTAL CITY BID party believes is likely to have an adverse effect on it, its intellectual property or goodwill.
- b. CRYSTAL CITY BID 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 CRYSTAL CITY BID’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 CRYSTAL CITY BID, or destroy, at CRYSTAL CITY BID'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 CRYSTAL CITY BID, 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.
- d. Artist remains responsible for any property damages that results from negligence or a failure to request additional site information regarding utilities, irrigation, or electrical.

7. Indemnity.

- a. Artist agrees to defend, indemnify and hold harmless CRYSTAL CITY BID, applicable property owners, 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 CRYSTAL CITY BID.

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 CRYSTAL CITY BID'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 (CRYSTAL CITY BID)**

ARTIST

Signed: _____ Signed: _____

By: _____ Name: _____

Title: _____ Address: _____

Date: _____ Phone: _____

Soc. Sec./Tax ID # _____

Date: _____