



Artist Agreement*

PUBLIC ART PROGRAM

City of Pismo Beach

This agreement is made and entered into between (1) the City of Pismo Beach (hereinafter "City") and (2) _____ selected to participate in the Utility Box Public Art Program (hereinafter "Artist").

1. *Artist will use paint type and paint products recommended by the City which are the following:
 - a. PAINT TYPE: premium high solids 100% acrylic latex waterborne exterior wall and trim paint; low-sheen, eggshell or satin finish; minimum 1.5 mil dry thickness per coat.
2. Artist will purchase the needed paint and supplies, including paintbrushes, paint rollers, rolling pans, drop cloth, masking tape, latex gloves, and cups for blending/mixing paint. Artist must provide his/her own additional supplies if needed.
3. The City will have the utility boxes cleaned, prepped and primed prior to painting. The City will also apply a protective coating once the artwork has been completed.
4. Artist will paint the utility box assigned to them by the City. Painting of the box will begin on or about April 20, 2016 and must be completed no later than May 20, 2016. A minimum sidewalk clearance of four feet must be adhered to at all times.
5. Artwork must include all visible sides of the utility box, including the top.
6. The artist shall schedule and attend a Public Works inspection of their respective utility box at least 48 hours prior to commencing work. Please contact Billy Haas, Facilities Supervisor at 805-773-7072. During this inspection, Public Works staff will identify electronics, equipment, and other facilities on the exterior of the cabinet which shall not be painted, including:
 - official plaques, stickers, or identification numbers
 - keyholes or keyhole covers so they cannot be opened
 - windows, vents, or viewing ports
7. If any component of the City's traffic signal systems is damaged as a result of the artist's work, the artist shall arrange for a licensed contractor to repair the damage at the artist's sole expense.
8. The artist shall provide for City maintenance, operations, and emergency access to their respective utility box at all times.
9. Artist recognition via signature on the utility box may be no larger than 3"x 5".
10. The completed artwork will be the property of the City, which retains the right to remove, modify, or replace the utility box, components of the utility box, or the artwork if necessary without compensation to Artist.
11. The City may use images of the artwork for promotional purposes.
12. Artwork may not contain advertising, religious art, sexual content, negative imagery, convey political partisanship or include any hidden, subliminal or camouflaged messages or statements of any kind or nature.

- 13. Artwork may not include any breach of intellectual property, trademarks, brands, images of illegal activity or involve the attachment of any object(s) to the box.
- 14. The artist has the first option to repair artwork if damaged. The City may repair, remove, or modify damaged artwork if Artist is unavailable.
- 15. The City will pay up to \$1000 for a small utility box and up to \$2000 for a large utility box to the Artist within 30 days upon completion. It is the artist's responsibility to contact the Public Art Program Manager, Matt Everling at 805-773-7043, at the time of completion.
- 16. The City will reimburse the artist for the cost of paint and paint supplies, not to exceed \$250 for a small utility box and up to \$500 for a large utility box. The artist must fill out and submit a reimbursement form within 30 days of completing the artwork. Receipts must be attached for reimbursement. Artists will receive a reimbursement check within 30 days of submitting a reimbursement form.
- 17. Artist shall defend, indemnify, protect and hold harmless the City, or their elected and appointed officers, employees, members or agents from and against all claims for damages, liability, cost and expense (including without limitation attorneys fees) arising out of or alleged by third parties to be the result of the negligent acts, errors or omissions or the willful misconduct of the Artist, and Artist's employees, subcontractors or other persons, agencies or firms for whom Artist is legally responsible in connection with the execution of the work covered by this Agreement. Artist shall have no duty to indemnify or hold harmless the City if claims, damages, liability, costs and expenses (including without limitations, attorneys fees) arise from the sole negligence or sole willful misconduct of the City subsequent declaration by the Artist. Artist's obligations shall survive the termination of this Agreement.
- 18. To protect the City, Artist shall execute a Consent Form before participating in the Public Art project.
- 19. Artist is and any of the Artist's agents, employees or representatives are, for all purposes under this agreement, an independent contractor and shall not be deemed to be an employee of the City, and none of them shall be entitled to any benefits to which City employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- 20. The City may terminate this Agreement at any time and for any reason.

Public Art Program Manager, City of Pismo Beach

Date

Artist Signature

Date

*Details subject to change per City Council direction