



## YV Branch Library Art Installation Application

Deadline: September 30, 2024

Artist or Art Group Name: \_\_\_\_\_

Artist is 18 or older?    Yes    No    If no, please provide parent information below

If Art Group; Main Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell number: \_\_\_\_\_ Home number: \_\_\_\_\_

Examples of prior work (please submit using the following file naming format)

ArtistName.TitleofWork.jpg

1. Title of work: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

2. Title of work: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

I certify that I have created the above artwork (please initial): \_\_\_\_\_

Design for Central Library Plaza Art Installation: Title of work: \_\_\_\_\_

Brief Description: \_\_\_\_\_

### Application Packet

Please confirm that your application packet includes:

- Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)
- Artist Statement
- Artist Agreement
- Resume and a minimum of two examples of prior work

In lieu of an Artist Statement and Resume, Youth (17 & under, 7th grade minimum) entries may provide a paragraph on their design inspiration and why they would like to be selected.

All applications packages must be received in electronic format by 5:00 p.m. Thursday, September 30, 2024  
Email application and all required materials to [publicart@yucca-valley.org](mailto:publicart@yucca-valley.org).

**TERMS OF SUBMISSION:**

I agree that (1) my submission(s) and their content will automatically become the property of the Town of Yucca Valley, (2) The Town of Yucca Valley may use or redistribute the submission and their contents for any purpose and in any way, (3) there is no obligation for the Town of Yucca Valley to review the submission, (4) there is no obligation to keep any submission confidential. Further, I agree to waive any and all rights in the Visual Artists Right Act, 17 U.S. C §§ 106A and 113(d) (“VARA”), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 (“CAPA”), including but not limited to rights of attribution and rights to removal or possession and (5) agree to enter into the attached Artist Agreement for Central Library Plaza Art Installation Program.

I have read the aforementioned information and agree to the rules and regulations stated.

X \_\_\_\_\_  
Artist Signature

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

X \_\_\_\_\_  
Parent/Guardian (if artist is a minor)

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



## **ARTIST AGREEMENT**

### **Central Library Plaza Art Installation**

The Town of Yucca Valley, a California municipal corporation (“Town”) and the undersigned, a private individual (“Artist”) agree to the following terms and conditions (“Agreement”) for Artist’s participation in the Central Library Plaza Art Installation (“Program”) by providing the submitted original work (“Artwork”), as shown on Exhibit A, to be installed at the Yucca Valley Branch Library 57271 Twentynine Palms Highway Yucca Valley, CA 92284 (“Library”).

#### **Purpose of Agreement**

The Parties agree that the Artwork generally depicted in Exhibit A, shall be temporarily installed at the Library, in accordance with the terms of this Agreement. In consideration of the installation of the Artwork, Town agrees to allow the public display the Artwork at the Library starting January 15, 2025 until November 4, 2025.

#### **Effective Date of Agreement**

This Agreement shall have an effective date of September 30, 2024, regardless of when signed and executed by the Parties, until such time as the Artwork is removed by the Artist.

#### **Termination**

- A. Town Manager may suspend the performance of this Agreement in whole or in part, or terminate this Agreement, with or without cause, by giving five (5) days prior written notice thereof to Artist. Upon receipt of such notice, Artist will immediately discontinue performance of this Agreement.

#### **Artist’s Representation and Warranties**

- A. Artist represents and warrants that Artist is the original and only creator and owner of the Artwork. Artist further represents and warrants that the Artwork is free and clear of any liens that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Artwork or parts of the Artwork.
- B. Artist represents and warrants that Artist is the sole owner of any and all copyrights and other intellectual property rights, that may or do exist and pertain to the Artwork.
- C. Artist represents that foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor, repairable damage and will not cause the Artwork to fall below an acceptable standard of public display for the duration of this Agreement.

#### **Installation and Delivery**

- A. Artist shall work with Community Development/Public Works to meet Town requirements for the installation of the Artwork.
- B. Artist shall deliver the Artwork to the Library at a mutually agreed upon time and date, which shall be no later than January 15, 2025. Artist agrees to develop a plan for installation of the Artwork in a manner that is protective of Town property. Artist and Town shall take all actions reasonably necessary to facilitate implementation of the Artwork. Upon installation of the Artwork by Artist, the Town shall inspect the Artwork to confirm that the Artwork is displayed to the satisfaction of the Town.
- C. If the Town incurs any unanticipated costs as a result of any failure by Artist to carry out obligations under this Agreement, Artist shall reimburse Town for those costs. Artist shall pay any such cost within thirty (30) days of receiving a written invoice from the Town.

#### **Maintenance/Removal of Artwork**

- A. Town is not required to maintain the Artwork and is not liable to Artist for damage or vandalism

of the Artwork however caused.

- B. Artist shall remove the Artwork and leave the Library in substantially the same manner it was prior to installment by 5:00 p.m. on November 4, 2025.
- C. If the Artwork suffers damage or deterioration, Town may in its sole discretion remove the Artwork from display, replace any portion of the Artwork or translate any component into new media, or maintain the Artwork on display despite its damaged or deteriorated condition. Town may alter or remove the Artwork in whole or in part in Town's sole judgment at any time without notice to Artist.

### **Authorization for Town's Use of Artwork Display**

Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

### **Intellectual Property and Publicity Rights**

**A. Towns Intellectual Property License.** Artist grants to Town and its officials, agents, employees, volunteers, authorized contractors and assigns, an unlimited, non-exclusive, perpetual and irrevocable license to do the following with respect to the Artwork:

**1. Use and Display.** Town may use and display the Artwork during the duration of this Agreement.

**2. Reproduction and Distribution.** Town may make and distribute, and authorize the making, display and distribution of, photographs and other two-dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

**B. Third Party Infringement.** The Town is not responsible for any third party infringement of any copyright to the Artwork held by the Artist and is not responsible for protecting the intellectual property rights of the Artist.

**C. Credit to Artist.** All images of Artwork by Town shall contain a credit to the Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

**D. Alteration.** If Town alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork.

**E. Release and Waiver.** Artist waives all claims against Town arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.

### **Nonconforming**

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

### **Credit to Artist**

Artist grants the Town of Yucca Valley permission to use without additional compensation Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding the Town.

## **Subcontracting**

- A.** Artist shall not subcontract any portion of the work to be performed under this Agreement without prior written authorization from the Town Manager or his/her designee.
- B.** Artist shall be responsible for directing the work of any sub-contractors and for any compensation due to sub-contractors. Town assumes no responsibility whatsoever concerning compensation. Artist shall be fully responsible to Town for all acts and omissions of a sub-contractor. Artist shall change or add sub-contractors only with the prior approval of the Town Manager or his/her designee.

## **Waiver of Claims**

In exchange for the Town's permitting Artist to participate in the Program, Artist waives any right of recovery against the Town (including its officers, agents, and employees) for any injury or damage to Artist including without limitation bodily injury, personal injury (i.e., libel, slander, defamation of character), and injury to property rights, arising out of Artist's participating in the Program.

## **Insurance**

The Town of Yucca Valley is not responsible for damage to loaned artwork. The Town does not provide insurance for artwork while exhibited, including during transport and installation. As most homeowners' policies exclude coverage of artwork while being loaned, the Artist is strongly encouraged to purchase Fine Art Exhibition Insurance. The Artist hereby grants to the Town a waiver of any right to subrogation which any insurer of the Artist may acquire against the Town by virtue of the payment of any loss under such insurance.

## **Indemnification**

Artist shall indemnify, protect, defend and hold harmless the Town its officials, employees, volunteers and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and investigation) (collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist and/or Donor or any of Artist's or Donor's agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 *et seq*, or similar state, federal, or international law. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses of the Town in connection with such proceeding.

Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Town and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that their obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist. If the Artist is required to defend the Town as set forth above, the Town shall retain the right to select the counsel who shall defend the Town. The Town shall promptly notify the Artist of any proceeding and shall cooperate fully in the defense.

## **Notice**

Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, email correspondence or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing

from one party to the other:

**If to Artist:**

**If to Town:**

Town Manager  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284  
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

**Compensation**

The total stipend for the design and installation of the Artwork shall be five hundred dollars (\$500.00). Town shall also provide Artist with one thousand dollars (\$1000.00) in reimbursable expenses including, but not limited to, supplies, materials, equipment or use thereof or other necessary incidentals, including transportation of the Artwork to/from the Library.

**Liability of Town**

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

**No Employment Relationship**

Artist is at all times to be an independent contractor and is wholly responsible for the manner in which Artist creates, delivers, installs and removes the Artwork. Artist is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Town and Artist. Any terms in this Agreement referring to direction from Town shall be construed as providing for direction as to policy and the result of Artist's work only, and not as to the means by which such a result is obtained.

**Binding on others; California law**

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

**Entire Agreement; Modification**

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

**[SIGNATURES ON FOLLOWING PAGE]**

**Artist**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(date)

**Parent/Guardian (if artist is a minor, parent signature is also required)**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(date)

**Town of Yucca Valley**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(date)

## **Exhibit A**

Please provide a detailed description of your artistic vision for the Central Library Plaza Art Installation. Use this page or attach as a separate .doc file titled "Exhibit A". Additionally, attach any sketches or renderings to provide further details of your submission as part of Exhibit A.