



CALL FOR SUBMISSIONS

GROVER BEACH UTILITY BOX ART PROGRAM

The City of Grover Beach is implementing a program to support public art that will enhance W. Grand Avenue through the painting of utility boxes. The art will enhance the aesthetics of the City, promote civic pride, increase pedestrian traffic and extend public art to new areas. The painted utility boxes will create an attractive environment for locals and tourists and allow art to be introduced to the public in a unique way. The goal is to bring public art beauty to unexpected places such as utility boxes.

This call for submissions is for painting 8 large utility boxes with a small adjacent accessory utility box at selected locations along W. Grand Avenue, from 4th Street to Oak Park Boulevard, Grover Beach.

Artists will be asked to prepare utility boxes (sand and prime) as well as to apply a final protective coating.

Application Guidelines & Deadline

To apply, please complete the attached application and return by **November 4, 2019**. The electronic application can be downloaded, filled out and returned electronically only. In addition to the application, please provide a brief letter of interest/introduction, no more than one page in length, that describes the artist's interest in the project.

The application and supplemental information must be submitted by the deadline via email to: parksandrecreation@groverbeach.org. Please include 'Utility Box Art Application' in the email subject line.

Artist Stipend

The City will fund up to \$1,000 per large utility box, with a small adjacent accessory utility box within 30 days upon completion, inclusive of all artist's fees, paints and materials.

Eligibility

This project is open to San Luis Obispo County residents. The City encourages applications from both new and established artists. Grover Beach applicants may be given preference if all else is equal. The City also encourages applications from a team of artists or community groups with a designated lead artist who have the vision and skills required completing the project to the highest standards of innovation and technical expertise. Artists may apply as an individual artist or as a group. For group submissions, a signed Release of Liability and Indemnity Agreement for each participating artist must be included in addition to the application form and design template. Group submissions may be for a single utility box or multiple utility boxes. No more than two submissions per individual or group.

Selection Process & Criteria

Submissions will be reviewed by the Public Art Group (PAG) and the Parks, Recreation & Beautification Commission with final approval by the City Council. Once the artwork is selected, staff will send a notification by email and formal letter and the artist(s) will be assigned the City utility box. A mandatory orientation for all selected artists will be scheduled before painting may begin. A final timeline will be established once art finalists are selected.

Criteria used to select artists will be:

- Evaluation of artistic excellence including quality of the art and artist originality;
- Creative and innovative concepts; and
- Appropriate regard for the nature of the space including Grover Beach culture, the beach and the audience.

Specifications

The Utility Box Art Program is designed to encourage community pride and beautify W. Grand Avenue. Art will be installed in a public place and must be suitable for viewing by all ages.

The following guidelines should be followed:

- The artwork that is included on the application must resemble the art that will be painted on the box.
- Because the size of the box may vary slightly, be prepared to adjust your artwork to the size of the box.

- The City of Grover Beach employees, or its contractors, must have access to the components in the box at all times.
- Some boxes may have locks and control panels that will have to remain free of any art image.
- Artists may want to block off the box to keep the public from brushing against wet paint, but care should be given to leave at least five (5) feet of the sidewalk open for pedestrians and compliance with ADA requirements.
- When washing or painting the box, it should be done in a manner that no moisture gets inside the box through any vents. There are sensitive electronic components in the box.
- The vents should not be covered so as not to restrict airflow from the cabinet. Ventilation keeps the box from overheating.
- Door hinges should be painted to not lock the door in place.
- The levers/handles/keyholes on the boxes should not have any coating over them.
- Artwork using a majority of dark colors **cannot** be considered due to the potential for overheating of the utility boxes
- Final inspection of utility box art project would be carried out by the Public Works Department to ensure proper coatings were applied in anticipation of ongoing maintenance needs once artwork becomes property of the City.
- Artist shall have the first option to repair artwork if damaged; the City may repair, remove, or modify damaged artwork

Ineligible Entries

A Proposal will be ineligible, for any one or more of the following reasons, if the art contains:

- A copyrighted or trademarked image or logo;
- A brand or business name;
- Is plagiarized, stolen, or copied from another source;
- Defames or invades the rights of any person, living or dead;
- Is likely to incite or produce an imminent lawless act;
- Is integral to criminal conduct or violates the law;

May reasonably be construed as:

- False or fraudulent;
- Obscene matter, as defined in California Penal Code Section 311 or any successor legislation;
- Harmful matter for minors, as defined in California Penal Code Section 313 or any successor legislation;

- Child pornography, as defined in 18 U.S.C. Section 2256, or California Penal Code Section 311.1(a) or 311.2(b), or any successor legislation;
- Is a collage or has anything glued onto the box; or\
- Uses a majority of dark colors.

Important: Artwork not adhering to these guidelines will not be considered.

Painting & Materials

Artists are responsible for prepping and painting the utility box. This may include several sequential applications of paint to complete the project (1. sand 2. prime 3. paint with acrylics 4. finishing with anti- graffiti clear coat. Artists are responsible for cleanup of their area and safe disposal of all paint materials. Artists may only use acrylic paint: Golden or Liquitex high viscosity paint, lightfastness 1, with low sheen, eggshell or satin finish. Artists are responsible for applying a coat on top of the art of Liquitex Soluvar. This is not permanent varnish, but is weather and UV resistant and will enable better graffiti clean off if needed.

Below is a comprehensive checklist of highly recommended supplies for the best painting outcome and your personal comfort. This may not be a complete list as all artists work differently:

- Approved Utility Box Art signage to identify the artist while working
- Paint stool or chair for comfort
- Bucket to hold water for paint brushes
- Paint brushes
- Painters tape, masking tape
- Drop cloth or plastic sheeting, newspaper for protecting surrounded area
- Biodegradable cleanser
- Cloths and/or paper towels

Prepping Utility Box:

Follow these simple steps to prep the utility box:

1. Artist shall follow Public Works Department standards and requirements including art installation methods specifically related to utility boxes, paint and supply requirements.

Clean the surface with biodegradable cleaner.

2. Rinse and allow to completely dry.

3. Sand the cabinet with fine-grade sandpaper until the surface feels rough. Be sure to wipe all surfaces with a damp cloth to remove all dust/grit after sanding. It is recommended that all boxes be sanded prior to painting, as many may have an anti-graffiti coating that will interfere with paint adhesion.

4. Apply one coat of metal primer on box.
5. After primer coat is completely dry, a colored base coat should be applied. Please be ADVISED:
 - Do not paint over/obliterate any identification numbers/codes on the box, if any. Paint around them.
 - Do not paint over keyholes or paint keyhole covers so that they cannot be opened.
 - Do not obstruct vents.
 - Do not use airbrush or spray equipment for the mural.
 - Do not paint over the electrical box on the side of the box.

Insurance & Indemnification

Selected artists are required to comply with the City's insurance and liability requirements. Also, selected artists must sign a Release of Liability and Indemnity Agreement.

Location Information

Artists and artist groups may request a specific or series of box location(s) on the application but are not guaranteed a specified location.

Installation

Selected artists will be notified 2-3 weeks after submission deadline. If selected, staff will notify artist when work can begin and deadline for completion. It is the artist(s) responsibility to apply a protective coating on the finished mural.

Attribution

When the City uses the artist's images or the artwork for promoting arts programming, the City will endeavor to identify the artist and give credit to the artist, whenever possible, but the City will not be liable to the artist for an error in or omission of the artist's identification or the artist's credit for the artwork.

Repair and Removal

Artist will be contacted if graffiti is discovered to discuss options for graffiti removal. The City cannot be held responsible for damage caused by graffiti removal. The City may remove art from a utility box, at any time, for any one or more of the following reasons:

- The City determines that the art falls under any one or more of the reasons listed under
- "Ineligible Entries";
- The art or any part of it;
- Endangers public safety or poses a public safety hazard;
- Possesses a demonstrated fault in workmanship;

- Requires excessive or unreasonable maintenance;
- Is damaged irreparably (including vandalism or graffiti), or to an extent that restoration is unreasonable or impractical;
- Utility box owner requests removal; or
- The utility box is damaged or needs maintenance, repair, modification, or replacement.

Contact

For more information, please contact Grover Beach Parks & Recreation Department groverbeachparks@groverbeach.org or 805-473-4580.

Exhibits

Utility Box Art Design Template

Application

Artist Agreement and Consent

Artist Agreement and Consent for Child

License, and Liability Release Agreement

Utility Box Locations

GROVER BEACH UTILITY BOX ART APPLICATION

Thank you for your interest in the City of Grover Beach Utility Box Art Program. Submit this completed form along with an artist statement of up to one-page, a color rendering of the proposed art design(s), and a signed Release of Liability and Indemnity Agreement. For group submissions, a signed Release of Liability and Indemnity Agreement for each participating artist must be included in addition to the application form and design template. If the artist is less than 18 years of age, a parent or legal guardian must authorize their participation.

Artist Information

Name

Address

Phone#

Email

Website

Have you participated in a community art program? Yes _____ No_____

If yes, please provide the project information, including images of the artwork, program information, and City (you may include as part of the artist statement).

Specific box(es) locations may be requested, but are not guaranteed.

Artwork Description:

Title of Submission: Design Description:

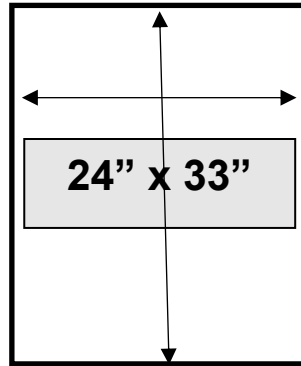
Volunteers Assistance:

Describe your project and if you plan to integrate volunteers into the production of your art? Please submit additional information on any installation considerations.

Design Template

LARGE UTILITY BOX TEMPLATE

TOP



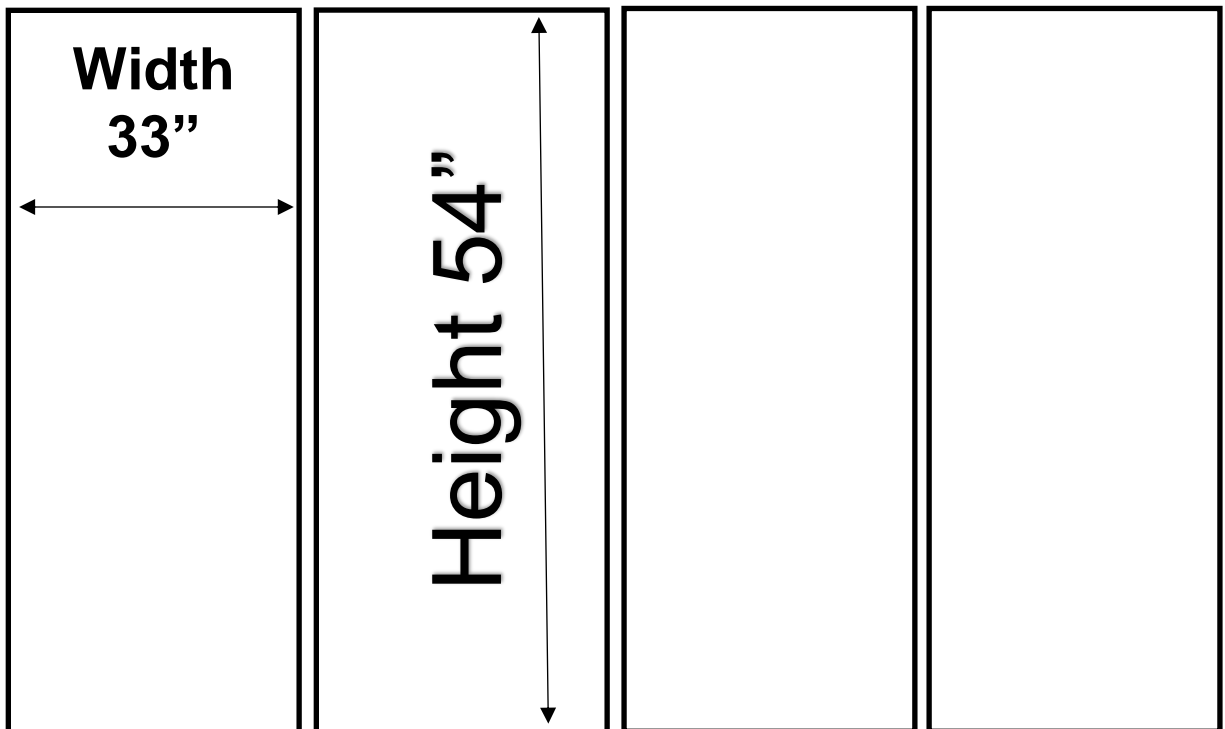
SIDE SIDE SIDE SIDE

1

2

3

4



ARTIST’S AGREEMENT UTILITY BOX ART PROGRAM

By submitting the Application form to the City of Grover Beach (“City”) for the Utility Box Art Program (“Program”), and by painting on a utility box, (“Applicant”) agrees to the following terms and conditions in this Agreement:

Ineligible Artwork & Removal:

Applicant acknowledges that:

- Applicant’s failing to follow the guidelines, or Applicant’s falsifying information on the Application form, will result in immediate disqualification.
- City has the right to:
 - Deem the artwork ineligible, at any time, even after Applicant has painted it on a utility box.
 - Remove the artwork, at any time, for any one or more of the “Removal” reasons stated in the Program Guidelines.

Original Artwork:

Applicant represents that the artwork, whether created by Applicant alone or in collaboration with others, is wholly original art and does not infringe upon or violate any patent, copyright, trademark, trade name, or other proprietary right of any person, organization, or entity.

Assignment of Copyright:

Applicant assigns to City all rights, title, and interest, including copyright, in and to the artwork.

Artist’s Moral Rights and Waiver:

Applicant hereby acknowledges that Applicant is familiar with all rights under the Visual Artists Rights Act of 1990 (17 U.S.C. Sections 106A and 113(d)), the California Art Preservation Act (California Civil Code Sections 987 and 989) (collectively, “Acts”) and any other local, state, foreign or international law (collectively, “Moral Rights Laws”) that *protect against the alteration of a work of art (“artist’s right of integrity”) and protect the artist’s getting credit for a work of art (“artist’s right to attribution”)*. The Acts and Moral Rights Laws require that a person who intends to waive (“give up”) these provisions must do so expressly in writing by signing a “Waiver.” Applicant represents that Applicant knows about and understands the Acts’ and Moral Rights Laws’ provisions. By signing this Agreement, Applicant hereby waives all rights and benefits that Applicant has, or may have, under the Acts’ and Moral Rights Laws’ provisions.

Authorization for City’s Use of Artwork:

Applicant irrevocably grants City, its officers, agents, and employees (“City and its representatives”) the unconditional right and permission to use, reproduce, copy, sell, 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 non-commercial purposes—without charge to City and without payment to Applicant of any compensation, fee, royalty, or damages (now or later).

Release of Claims:

In exchange for City’s permitting Applicant to participate in the utility box art program, Applicant (a) releases, discharges, and holds harmless, (b) will not make a claim against or sue, and (c) waives a right of recovery against City and its representatives for any one or more of the following circumstances, events, or occurrences arising out of the Applicant’s participating in the utility box art program:

- Bodily injury or personal injury (i.e., libel, slander, defamation of character) to the Applicant;
- City’s use of Applicant’s artwork— including, but not limited to, any and all claims or lawsuits for invasion of privacy, defamation, or infringement of copyright; or
- Damage or vandalism to, or loss of, Applicant’s artwork, however caused.

Indemnification:

Applicant indemnifies, defends, and holds harmless City and its representatives from and against all claims, demands, lawsuits, causes of action, proceedings, losses, damages, costs, fees, and expenses arising out of:

- An act, error, or omission of Applicant from Applicant’s painting a utility box; or
- The artwork’s infringement on a patent, copyright, trademark, trade name, or other proprietary right of a third party.

Successors and Assigns:

This Agreement is binding upon Applicant’s heirs, successors, licensees, agents and assigns, and is governed by California’s laws.

Interpretation and Invalidity:

This Agreement (a) represents the entire and integrated agreement between City and Applicant, and (b) replaces all other negotiations, understandings, promises, and agreements, either oral or written. California’s laws govern this Agreement’s construction and interpretation. The invalidity, in whole or in part, of any term of this Agreement will not affect the remaining terms’ validity. All headings or captions in this Agreement are for convenience and reference only.

Authority to Perform Agreement:

Applicant represents that Applicant (a) has read this Agreement and fully understands its contents, and

(b) has the full power to:

- Enter into and perform this Agreement; and
- Make the grant of rights stated in this Agreement.

APPLICANT’S SIGNATURE:

By my signature below, I certify that I am eighteen (18) years of age or older. I am under the age of eighteen (18) years. My parent/guardian has read this form with me and has signed it below.

Participant’s Signature ***Date***

Address, City, State, Zip Code

Phone Number(s)/Email

PARENT’S OR GUARDIAN’S SIGNATURE ***Date***

Home Address City, State, Zip Code

Phone Number(s)/Email

CITY OF GROVER BEACH

PARTICIPANT'S: CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY IMAGE, VOICE, NAME, AND/OR LIKENESS

The City of Grover Beach (“City”) would like to use your image, voice, and/or name to share your story or experience— as it relates to your involvement in the utility box art program— in publications, presentations, media stories, web sites, and social media.

I, (print name), understand that City may take photographs, videotape, other images, and/or voice recordings of me and/or my likeness while I participate in the utility box art program and I hereby consent to City’s doing so. I hereby grant City, its officers, agents, employees and any person, entity, or organization acting under City’s permission and authority, and City’s licensees, successors, and assigns (collectively, “City and its representatives”) the unconditional right and permission to use, reproduce, distribute, publish, or otherwise display my image, voice, name, and/or likeness (“Personal Information”), in whole or in part by incorporating the Personal Information into one or more publications, photographs, motion picture films, audio/video tapes, slides, and other media, whether for commercial or non-commercial purposes (“Works”).

I understand and agree that at City’s and its representatives’ sole discretion, City and its representatives may use the Personal Information— with or without my name, with a fictitious name, and/or with fictitious or accurate biographical material— alone or with any other material of any kind or nature, except that City and its representatives will not use the Personal Information for any criminal or illegal purpose or in a manner inconsistent with community standards of decency.

I understand and agree that City and its representatives are, and will be, the exclusive owner of all right, title, and interest— including copyright— in the Personal Information. I freely and voluntarily waive (give up) a right and/or claim to inspect or approve the Works and the eventual use to which City and its representatives may apply the Personal Information. I also freely and voluntarily waive any compensation, fee, royalty, or damages— now or later— owed to me for City’s and its representatives’ use, publication, display, exhibition, distribution, broadcast, performance, exploitation, adaptation, duplication, or reproduction of the Works containing the Personal Information.

I understand and acknowledge that after I sign this Agreement, I and my successors, heirs, distributees, guardians, legal representatives, and assigns are bound by— and cannot revoke— this Agreement, which continues indefinitely and uninterruptedly.

I HEREBY AGREE that I, my heirs, distributees, guardians, legal representatives, and assigns ***WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE*** City and its representatives for injury or damage to my person, property, and/or reputation arising out of City’s and its representatives’ use of the Works and/or Personal Information, and/or arising out of a breach of any representation or promise contained in this Agreement.

In addition, ***I HEREBY RELEASE, DISCHARGE, AND AGREE TO “INDEMNIFY” (TO COMPENSATE AND TO DEFEND)*** City and its representatives from and against ***ALL ACTIONS, CLAIMS, OR DEMANDS*** that I, my heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury or damage to my person, property, and/or reputation.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY IMAGE, VOICE, NAME, AND/OR LIKENESS. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.

By my signature below, I certify that I am eighteen (18) years of age or older. I am under the age of eighteen (18) years. My parent/guardian has read this form with me and has completed the “Parent’s/Guardian’s Consent, License and Liability Release Agreement”.

Dated

Participant’s Signature

Address, City, State, Zip Code

Telephone Number/Email

CITY OF GROVER BEACH

PARENT’S: CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY CHILD’S IMAGE, VOICE, NAME, AND/OR LIKENESS

The City of Grover Beach (“City”) would like to use your child’s image, voice, and/or name to share your child’s story or experience—as it relates to your child’s involvement in the utility box art program—in publications, presentations, media stories, web sites, and social media.

I, _____, the parent/guardian of _____, understand that City may take photographs, videotape, other images, and/or voice recordings of my child and/or my child’s likeness while my child participates in the utility box art program and I hereby consent to City’s doing so. I hereby grant City, its officers, agents, employees and any person, entity, or organization acting under City’s permission and authority, and City’s licensees, successors, and assigns (collectively, “City and its representatives”) the unconditional right and permission to use, reproduce, distribute, publish, or otherwise display my child’s image, voice, name, and/or likeness (“Personal Information”), in whole or in part by incorporating the Personal Information into one or more publications, photographs, motion picture films, audio/video tapes, slides, and other media, whether for commercial or non-commercial purposes (“Works”).

I understand and agree that at City’s and its representatives’ sole discretion, City and its representatives may use the Personal Information— with or without my child’s name, with a fictitious name, and/or with fictitious or accurate biographical material— alone or with any other material of any kind or nature, except that City and its representatives will not use the Personal Information for any criminal or illegal purpose or in a manner inconsistent with community standards of decency.

I understand and agree that City and its representatives are, and will be, the exclusive owner of all right, title, and interest— including copyright— in the Personal Information. I freely and voluntarily waive (give up) a right and/or claim, for myself and on my child’s behalf, to inspect or approve the Works and the eventual use to which City and its representatives may apply the Personal Information. I also freely and voluntarily waive any compensation, fee, royalty, or damages— now or later— owed to me and/or my child for City’s and its representatives’ use, publication, display, exhibition, distribution, broadcast,

performance, exploitation, adaptation, duplication, or reproduction of the Works containing the Personal Information.

I understand and acknowledge that after I sign this Agreement, I, my child, our successors, heirs, distributees, guardians, legal representatives, and assigns are bound by— and cannot revoke— this Agreement, which continues indefinitely and uninterruptedly.

I HEREBY AGREE that I, my child, our successors, heirs, distributees, guardians, legal representatives, and assigns ***WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE*** City and its representatives for injury or damage to me, my child, my property and my child’s property, and/or my reputation and my child’s reputation arising out of City’s and its representatives’ use of the Works and/or Personal Information, and/or arising out of a breach of any representation or promise contained in this Agreement.

In addition, ***I HEREBY RELEASE, DISCHARGE, AND AGREE TO “INDEMNIFY” (TO COMPENSATE AND TO DEFEND)*** City and its representatives from and against ***ALL ACTIONS, CLAIMS, OR DEMANDS*** that I, my child, our heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury or damage to me, my child, my property and my child’s property, and/or my reputation and my child’s reputation.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY CHILD’S IMAGE, VOICE, NAME, AND/OR LIKENESS. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Dated

Participant’s Signature

Address, City, State, Zip Code

Telephone Number/Email