

PARTICIPATION IN THE ART HALLS/ART WALLS PROGRAM AGREEMENT

The County of San Diego (County) and _____
(Permittee) agree to the following terms and conditions concerning Permittee's display of artwork at the County Administration Center (CAC).

1. Display of Artwork. In order to further its commitment to encourage artistic expression, to inspire a sense of civic pride, and to integrate the arts into the community, County agrees to allow Permittee to display his or her artwork in the CAC provided that Permittee complies with the terms of this Agreement and the "Conditions For Participation In The Art Halls/Art Walls Program At The San Diego County Administration Center" (the "Conditions"), which is attached hereto as Exhibit A and incorporated herein by reference.
2. Approved Artwork. The artwork approved for display is described in Exhibit B, which is attached hereto and incorporated herein by reference. Permittee authorizes County to use Permittee's name in the promotion of the CAC Art Halls/Art Walls Program.
3. Effective Date. This Agreement will be effective beginning _____ through _____ and will automatically terminate unless extended, cancelled, or revoked as set forth in paragraph 6, below.
4. Location and Time.
 - a. County shall allow Permittee to display approved artwork in the CAC for a one-month period at a date to be determined by County and Permittee.
 - b. Permittee's artwork may be viewed at the CAC during regular business hours.
 - c. The County shall have the authority to extend or shorten the length of Permittee's exhibit.
5. Removal of Artwork. The County will require the immediate removal of artwork that it determines to be inconsistent with the art selection criteria described in Exhibit A, Conditions.
6. Termination
 - a. Termination for Convenience. The County may terminate this Agreement at any time and for any reason upon five days' notice to Permittee.
 - b. Termination for Breach of Agreement. The County may immediately terminate this Agreement if the Permittee violates any of the provisions of this Agreement.

7. Defense and Indemnification. The County shall not be liable for, and Permittee shall defend and indemnify County and its officers, agents, employees and volunteers, against any and all claims which arise out of or are in any way connected to Permittee's display of artwork at the CAC under this Agreement.

8. Assignment. Permittee shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement.

Executed this _____ day of _____, 20____.

Permittee

Clerk of the Board

Exhibit A - Conditions for Participation in the
Art Halls/Art Walls Program at The San Diego County Administration Center

Purpose:

The Clerk of the Board's Art Halls/Art Walls Program (Program) has been developed to encourage artistic expression, to inspire a sense of civic pride, and to integrate the arts into the community.

A. Artist Selection:

The Program is limited to local artists, although the Department of the Clerk of the Board (the "Department") may make an exception if it deems such exception appropriate. In order to be considered, the artist must submit to the Department a completed "Request Form" and "County Arts in Public Buildings Agreement," along with a résumé or mission statement, photographs and/or digital images on CD of the artwork, and a typed list describing each photograph and/or digital image on CD submitted along with the market value of the artwork. Each photographs and/or digital image on CD must be labeled with the artist's name, the artwork's dimensions, and the title of the artwork.

A selection committee established by the Clerk of the Board, with members appointed by the Clerk of the Board, will serve in a purely advisory capacity to the Clerk of the Board by reviewing and recommending artwork for display in the CAC. The selection committee's review shall include the artist's completed "Request Form" and "County Arts in Public Buildings Agreement," résumé or mission statement, and photographs and/or digital images on CD of the artwork. All artwork must comply with the Artwork Selection Criteria, described in section C., below. The Clerk of the Board shall review the committee's recommendations and make a final determination. This determination may not be appealed. The Department will then notify the artist of its determination in writing.

If the submission is approved, the Department will notify the artist of such approval. The artist may then contact the Department to schedule exhibition dates. Generally, an exhibition begins on the first business day of the month and concludes on the last business day of the month.

B. Artwork or Work of Art:

The following artwork may be displayed at the County Administrative Center (CAC) if the selection committee determines that the Artwork Selection Criteria described in Section C, below, have been met:

1. Paintings of all media;
2. Other works of visual art such as prints, drawings, stained glass, carvings, mosaics, fiber and textiles, photographs, drawings, and collages; and

3. Crafts or artifacts constructed of clay, wood, metal, glass, stone, plastic and other materials, provided that the artwork may be hung on a wall.

C. Artwork Selection Criteria:

The selection committee shall use the following artwork selection criteria:

1. The selection committee shall find aesthetic merit in the work of art. The term "aesthetic" means that the artwork is pleasing in appearance to the average person.
2. The artwork shall be of interest to the general public. The artwork must have universal, and not particularized, appeal in order to attract a broad audience.
3. The artwork must be compatible in scale, material, form, and content to the CAC. Consideration shall be given to the architectural, historical, geographical, social, and cultural context of this site.
4. The purpose of the Program is not to create a marketplace for art or to create a forum for public political debate, but to encourage the community's appreciation of artwork in a forum that may be viewed by all community members. Accordingly, the Department will not approve artwork that implies that the County is sponsoring and/or endorsing any commercial establishment or business (although an artist may place contact information near his or her approved and posted artwork for purposes of selling the artwork to the general public pursuant to D.3, below.) Furthermore, the Department may reject artwork that associates the County with a position other than neutrality on matters of political controversy.
5. The artwork must not be obscene. "Obscene artwork" means artwork, taken as a whole, that to the average person, applying contemporary community standards, appeals to the prurient interest, that, taken as a whole, depicts or describes sexual conduct in a patently offensive way, and that, taken as a whole, lacks serious literary, artistic, political, or scientific value.
6. The artwork must not be controversial, offensive, and/or intimidating, nor may the artwork incite tension and/or encourage violence.
7. The artwork shall not endanger public safety and must comply with building codes and accessibility requirements.
8. The artwork shall not require excessive maintenance.
9. Exhibits shall strive for diversity in style, scale, media and artists represented.

10. The artwork shall be original artwork; replicas of another artist's work shall not be accepted.

D. Artwork Presentation Requirements:

1. All artwork shall be hung on designated walls within the CAC. The artist may not nail, tape or glue decorations to ceilings, walls, painted surfaces, fabrics or floors.
2. The artist is responsible for attaching hardware to the artwork and preparing the artwork for display. The Department will provide hooks for a deposit of \$1 per hook. The \$1 deposit will be refunded when the exhibit is complete and the artwork is removed. Checks are acceptable and are payable to the County of San Diego.
3. The artist may attach a label to the lower right corner of his or her artwork stating the artist's name, phone number, the artwork's title, medium and size. The artist may also hang a matted, framed résumé next to his or her artwork.
4. The artist may not post a price on his or her artwork. The artist shall provide the Department with a list of all artwork to be displayed. The list will include the title of the artwork, the artwork's dimensions, and a one-line description of the artwork. Those interested in purchasing artwork may directly contact the artist.

E. Artwork Location:

Art shall be displayed in the north end and south end of the first floor of the CAC. The CAC is located at 1600 Pacific Highway in the City of San Diego.

F. Additional Artist's Responsibilities:

1. The artist is responsible for transporting the artwork to and from the CAC.
2. The artist is responsible for hanging his or her artwork in an area designated by the Department at the CAC.
3. The artist is responsible for removing his or her artwork at the end of the exhibition at no cost to the County. If the artist is unable to remove his or her artwork on the date specified, the artist must make arrangements with the Department for an alternate date of removal at least 48-hours in advance of the original removal date.
4. The artist understands that the Department will remove the artist's artwork if it is not timely removed and that the Department shall not be liable for any damage to the artwork associated with or resulting from the Department's removal of the artwork. The Department will not store the artist's artwork for more than ten calendar days after the conclusion of the exhibition. The Department may dispose of the artwork in any

manner that it deems fit after the ten-calendar day period has passed with no further notice to the artist.

5. The artist may not store any equipment at the CAC.
6. The artist understands that the County shall not be liable for any theft, damage or loss of the artist's artwork. The artist is responsible for obtaining any desired insurance coverage for the artwork.
7. The artist will obtain the Department's written approval before issuing a press release or more than twenty invitations to view the artist's artwork at the CAC. The County of San Diego may require the artist to acknowledge the County in any such press release or invitation.

Exhibit B - Approved Artwork

The following works of art have been approved for display at the San Diego County Administration Center. Any changes to this list must be approved in writing by the Clerk of the Board.

<u>Name of Artist</u>	<u>Title of Art Work</u>	<u>Description of Art Work (size, media)</u>	<u>Approved</u>
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Artist Signature

Date