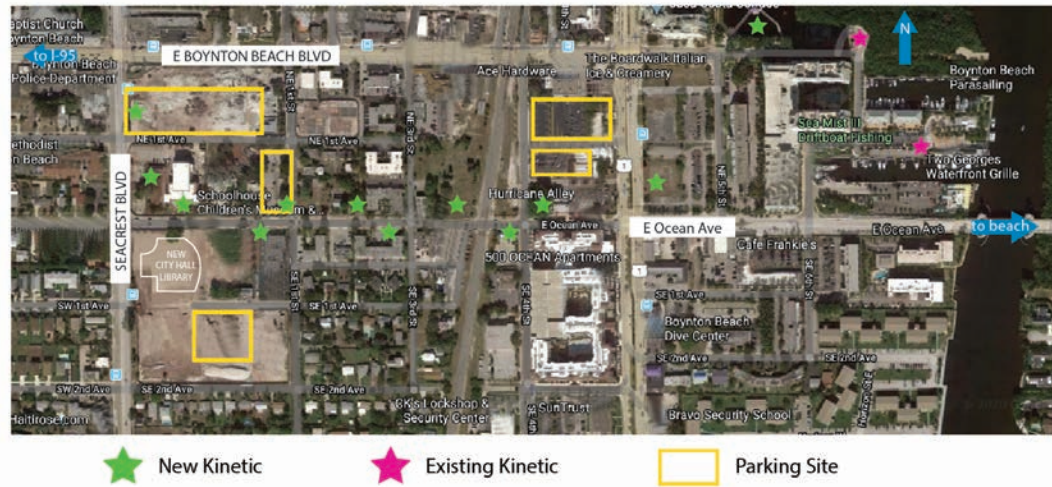


“Avenue of the Arts”

2020/2021

The City of Boynton Beach Arts Commission invite you to display your artwork along the “Avenue of the Arts”, which stretches for more than eleven blocks in downtown Boynton, Beach. Your artwork, if selected, will be publicly displayed on lighted pedestals and included in the promotion, advertising and marketing of the year long event. Each selected artist will receive \$1,500.00 per artwork selected to cover delivery and installation of the artwork. You, the artist, will be responsible for the delivery, installation and loan of the artwork. If you cannot install the artwork the City can assist with this service as part of the stipend. The City provides property insurance for the artwork on display. All artwork is promoted for sale with a 30% contribution to the Art in Public Places program.



The Avenue of the Arts in part of the 5th International Kinetic Art Biennial. Visit IntlKineticArtEvent.org. All types of outdoor kinetic art forms are encouraged. Join international and national kinetic artists in exhibiting kinetic artwork in this one-of-a-kind international event.

The artwork should endure the Florida outdoor environment for the year long display. The artists may consider more than one artwork site or create a site-specific kinetic artwork to install. Avenue sites can accommodate artwork up to 20' x 6' x 10' (large pad) and 10' x 4' x 6' (small pad). All cement pads are 6 foot square. Some are flush to the pavement, others elevated in landscaped areas. One site is in a pond.



INTERNATIONAL
KINETIC ART
EXHIBIT and SYMPOSIUM
BOYNTON BEACH FLORIDA

2021
ART IN MOTION

2021 International Kinetic Art Biennial

Celebrating Art in Motion

“Kinetic art is created by artists who push the boundaries of traditional, static art forms to introduce visual experiences that are engaging, benefit society and profoundly change our lives.”

The goal for the 2021 International Kinetic Art Biennial is to deliver an art and cultural event that transcends typical art fairs as it attracts international attention, educates and engages a diverse audience about public art.

Many activities will be offered throughout the year leading up to the February 6-7, 2021, International Kinetic Art Biennial date.

The 2020-21 Avenue of the Arts yearlong outdoor exhibit will be a key component of this event. Artists who submit their kinetic artwork for this year’s selection will be:

- Marketed, promoted and advertised during the event’s yearlong programming
- Exposure to over 10,000 visitors, 3 million view marketing campaign, inclusion in international partner magazines, conferences, events and organizations
- Featured in Kinetic Art event program brochure, advertisements, PR, and website www.IntlKineticArtEvent.org and social media campaign
- Invited to attend and participate in the February 6 - 7, 2021 Kinetic Art weekend event, Feb 5 opening reception, meet the artists sessions, & special artist dinner Feb. 6
- Included in the Kinetic Art Organization’s International and “People’s Choice” cash award competition (international and local divisions)

Please submit the following both digitally (still and video) and in printed formats. Include your contact information (name, address, phone, cell, email and web site); artist bio (100 word maximum), artwork title; brief artwork meaning; material; retail price; dimensions (including orbital air space and dimensions for orbiting components and ground) and weight, including base dimensions and methods for installation along with a detailed base diagram.

Submission Requirements:

On a CD/USB drive/ or digital submission folder via dropbox, submit images and video with dimensions no smaller than 4 inches and no larger than 10 inches with common aspect ratio sizes preferred. JPEG or PNG format, 150 DPI minimum, 300 DPI maximum. (Save JPEG as maximum size.) Number and name the images with artist's name : i.e, lastname.jpeg

(smith1.jpg; smith2.jpg). Please send a video MP4 (MP4 part10AVCAAC) that can be played on any movie player. (No windows media files accepted). Text files can be provided as Word document or Pages document. File formats saved on the CD or USB drive. Printed images can be made directly from computer or color copies.

If multiple images are submitted, please have each image on separate 8.5" x 11" color print out and clearly labeled.

See sample of artists agreement attached as separate document.

Selection and Installation Schedule:

Submission deadline: April 17th, 2020

Selection date: Week of April 27th, 2020

Artists notification: May 15, 2020

Artists agreement deadline: June 12th, 2020

City artwork preparation process: June - Sept. 2020

Artwork installation: October 5 - October 16, 2020

Monday - Thursday from 7:00 a.m. to 4:00 p.m.

**The submissions must be delivered by 5 p.m.,
Thursday, April 17th, 2020, to:**

Debby Coles-Dobay, Public Art Manager
3301 Quantum Boulevard, Suite #1, Boynton Beach, FL 33425
(561) 742-6026
ColesDobayD@bbfl.us

The submissions will not be returned.
A schedule will be provided prior to the installation date.

We look forward to featuring your artwork in this one-of-a-kind Kinetic Event *Celebrating Art in Motion!*



John King's, "Lollipop Tree",
Jeffery Laudenslager and
Deanne Sabeck
"Chromesthesia", and Beju
LeJobart "Dude a l' eau
Dudali."

**City of Boynton Beach
Art in Public Places**

Example of Artists Agreement completed when artwork is selected

ARTIST EXHIBITION AND RIGHT TO PURCHASE AGREEMENT

THIS AGREEMENT is hereby entered into between the City of Boynton Beach, Florida ("the CITY"), a Florida municipal corporation, and _____ (the "ARTIST"), an individual with an address of _____.

WHEREAS, the CITY wishes to locate artwork temporarily along E. Ocean Ave. between the Intracoastal and Seacrest Blvd. in Boynton Beach, Florida; and

WHEREAS, the ARTIST wishes to exhibit his/her artwork with the CITY for placement on the public and private property along E. Ocean Ave., for a period of approximately one year; and

WHEREAS, the CITY wishes to purchase a series of artworks for the Boynton Beach Art in Public Places Program; and

WHEREAS, the ARTIST wishes to sell his/her artwork to the CITY as part of the Boynton Beach Art in Public Places Program

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1.The ARTIST hereby agrees to loan the artwork described in Exhibit "A" ("ARTWORK") to the City for outdoor placement along E. Ocean Ave., in Boynton Beach, Florida, for a period of approximately one year. The time period starts on a date between October 1, 2020, and October 11, 2020. The time period ends between October 1, 2021, and October 11, 2021. City Hall and installation hours are Monday - Thursday 7:00 A.M. - 4:00 P.M.

2.The ARTIST represents and covenants that the ARTWORK(s) is/are made of durable material and will withstand the usual weather and climate in the area. The ARTIST assumes all responsibility and risk for any deterioration or weathering caused to the ARTWORK.

3.The CITY will determine a location for the exhibition of the ARTWORK on E. Ocean Ave. and Seacrest Blvd. Based on information about the location supplied by the CITY, the ARTIST will provide a sketch of any required physical support base and the method of attachment to existing concrete pad construction or temporary pad structure.

4.The ARTIST will agree to a delivery date with the CITY that will be during regular business hours unless specifically agreed to by the CITY. At his/her cost, the ARTIST will deliver the ARTWORK to the exhibition location and install the ARTWORK to the existing concrete pad construction at the location provided by CITY staff. The ARTIST is responsible for shipping and to move the ARTWORK from the delivery vehicle to the ARTWORK location. The City will provide the hardware specs to the ARTIST to attach the artwork to the concrete pads or temporary pad structure. The ARTIST is responsible for the installation of the artwork. If the ARTIST needs the artwork installed by a third party, installation arrangements can be made in advance. If

third party installation arrangements are needed the costs for the installation will be the responsibility of the artist.

5.The ARTIST will agree to a removal date with the CITY that will be during regular business hours unless specifically agreed by the CITY. At his/her cost, the ARTIST will remove the ARTWORK from the exhibition location under the supervision of CITY staff. The ARTIST is responsible to move the ARTWORK from the existing concrete pad construction at the precise location to the delivery vehicle. The CITY will provide the ARTIST with a condition report after removal. If the ARTIST needs the artwork removed by a third part, removal arrangements can be made in advance. If third party removal arrangements are needed the costs for the installation will be the responsibility of the artist.

6.The CITY reserves the right to move the ARTWORK at any time to any location on Ocean Ave. or other CITY property or to remove the ARTWORK at any time from the exhibition. The CITY will contact the ARTIST before moving the artwork except during an emergency related to the public safety or the safety of the ARTWORK.

7.The CITY will provide property insurance for the value of the ARTWORK in the event that the ARTWORK is lost, stolen or damaged by third parties. The insurance WILL NOT cover wind damage. In the event of a hurricane the CITY will notify the ARTIST and allow the ARTWORK to be removed 48 hours prior to official hurricane notice. The ARTIST agrees to assign its rights to pursue third parties for damages/reimbursement to CITY, upon CITY's request. The CITY is not responsible for damage caused by acts of war or major acts of nature including, but not limited to, floods and hurricanes, tornadoes and lightning.

8.ARTIST represents that he/she has the right to enter into this agreement and same does not interfere with or violate the right of any other person or entity; that it owns all rights, title, interest and copyright to the ARTWORK.

9.ARTIST will be able to sell the artwork on display during the year. If the artwork is removed before the yearlong display has ended the artist agrees to replace the artwork with another similar artwork. The Artist must submit the new artwork for approval by the Arts Commission prior to removing the artwork. If the artist sells the artwork during the year long display and has it removed then the artist agrees to contribute 30% of the artwork sale to the City of Boynton Beach's Art in Public Places program.

10.The CITY will pay the ARTIST one thousand five hundred dollars (\$1,500.00) as an artist fee for the loan of the ARTWORK. The artist fee will be paid as follows: seven hundred fifty dollars (\$750.00) upon delivery and installation of the ARTWORK and seven hundred fifty dollars (\$750.00) upon removal of the ARTWORK. Unless the CITY chooses to purchase the ARTWORK as described below, the ARTIST fee is the only consideration that the CITY will provide to the ARTIST. If the CITY decides to purchase the ARTWORK for a mutually agreed upon price at the end of the one year exhibit the artist will not get the final \$750.00 of the \$1,500.00 artist fee payment. Instead the ARTIST will receive payment for the purchase of the ARTWORK for placement in the CITY's Art in Public Places collection.

11. The ARTIST hereby agrees to grant the CITY the right to purchase the ARTWORK through the end of the exhibition period. If the CITY chooses to purchase the ARTWORK, ARTIST agrees to sell the ARTWORK at _____ dollars inclusive of all costs. The CITY is exempt of paying sales tax. As part of the purchase price, the ARTIST will provide services to advise the CITY in writing on the permanent installation of the ARTWORK and maintenance requirements. This provision does not require the CITY to purchase the ARTWORK.

12. The ARTIST grants the right to the CITY to photograph and distribute photographs and video of the ARTWORK for non-commercial public information including media releases, CITY newsletter, website, exhibition printed matter and websites. The ARTIST will provide the CITY with digital images and videos. These images will be provided on a CD/USB drive/ or digital submission with image dimensions min 4 inch, max 10 inch with common aspect ratio sizes preferred. Jpeg or PNG 150 DPI min, 300 DPI max (save Jpeg as maximum size.) All digital files should be identified with artist name: i.e. lastname.jpeg. Videos should be provided in MP4 (MP4 part 10 AVC AAC) played with any movie player. No windows media files accepted. Copy files can be provided as word, rft, or pages file formats saved on the CD or USB. Print outs can be made directly from computer or provided as color copies.

1.1. **Florida's Public Records Law.** The City is public agency subject to Chapter 119, Florida Statutes. A link to Florida Statutes Chapter 119 is provided for further information.

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=01000199/0119/0119ContentsIndex.html

The Artist shall comply with Florida's Public Records Law. Specifically, the Artist shall:

- Keep and maintain public records required by the CITY to perform the service;
 - Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
 - Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Artist shall destroy all copies of such confidential and exempt records remaining in its possession once the Artist transfers the records in its possession to the CITY; and
 - Upon completion of the contract, Artist shall transfer to the CITY, at no cost to the CITY, all public records in Artist's possession. All records stored electronically by Artist must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**(CITY CLERK) P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33435.
561-742-6061. CITYCLERK@BBFL.US**

1.2. Scrutinized Companies. By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel.

Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

CITY OF Boynton Beach,
FLORIDA

Crystal Gibson, City Clerk

Lori
LaVerriere, City Manager

APPROVED AS TO FORM:

City Attorney

State of Florida
County of Palm Beach

(CITY FILL OUT THIS
PAGE)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this the _____ day of _____, 2020, by _____ City Manager, who is personally known to me or who has produced _____ as identification.

Notary Public Seal of Office

Notary Public, State of _____

Printed, Typed or Stamped Name of Notary Public Exactly as Commissioned

ARTIST FILL OUT THIS PAGE AND HAVE NOTARIZED

ARTIST CONTACT INFORMATION

Name _____

Company _____

Address _____

Studio _____

Cell _____

Email _____

Web site _____

Social Media _____

Artist Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2020 by _____, who is personally known to me or who has produced _____ as identification.

Notary Public Seal of Office

Notary Public, State of _____

Printed, Typed or Stamped Name of Notary
Public Exactly as Commissioned

EXHIBIT "A"
ARTIST EXHIBITION AND RIGHT TO PURCHASE AGREEMENT
BETWEEN
THE CITY OF BOYNTON BEACH AND ARTIST/COMPANY NAME.

ARTWORK

Title _____

Date _____

Materials _____

Meaning of artwork:

Dimensions _____

Weight _____

Orbital Air Space _____

Dimension from orbiting elements and ground _____

Retail Price _____

ARTWORK

Title _____

Date _____

Materials _____

Meaning of artwork:

Dimensions _____

Weight _____

Orbital Air Space _____

Dimension from orbiting elements and ground _____

Retail Price _____

ARTWORK

Title _____

Date _____

Materials _____

Meaning of artwork:

Dimensions _____

Weight _____

Orbital Air Space _____

Dimension from orbiting elements and ground _____

Retail Price _____

(If artwork is joint project)

The artwork is a joint collaboration of NAME artists NAME and NAME.