



DOWNTOWN BILLINGS PUBLIC ART

Sculpture Program: Artist Agreement

downtown *Billings*

ARTIST AGREEMENT:

1. DURATION OF INSTALLATION

The selected sculpture(s) will be open to the viewing public for 12 months from the installation date. Should the artist decide to keep their piece in place for more than 12 months, this agreement will remain in place until it is removed from the Downtown Billings Alliance (DBA) Public Art program. This Artist Agreement may be extended by simple communication via email. The artist is responsible for transportation and installation and decommissioning of the artwork upon removal from the program. Artists give the DBA Public Art program irrevocable reproduction rights, copyrights, and permissions, in connection with the photographs/negatives/videos/digital images taken of them during the installation period, to use and reuse said photographs/negatives/videos/digital images either by themselves or in conjunction with other photographs/negatives/videos/digital images in any medium and for any purposes related to the DBA Public Art programs and services as well as using their names in connection therewith.

2. STIPENDS

The DBA Public Art program offers a stipend of \$1,500 for artists selected to display their artwork in this program. The DBA requires a completed W9 from the artist before payment may be processed.

3. PURCHASES

The DBA Public Art program will provide a public link to the artist's webpage for purchasing information. The artist will handle all sales to the public while the piece is installed in the program. During the first years of this pilot program the DBA Public Art program will not ask for a percentage of the sale. The artist can keep 100% or donate a portion back to the Public Art fund. If a piece is sold to a buyer during the year, the buyer is asked to retrieve the piece at the end of the twelve month period, and the artist agrees to keep the sculpture in DBA Public Art program until such time.

4. ARTIST RESPONSIBILITY

- ARTIST is responsible for transporting artwork to and from the installation site.
- ARTIST will be responsible for maintenance and repairs to artwork during duration of the exhibition. **With artists permission, the BID Street Team will be available for minor repairs.**
- ARTIST is responsible for complying with terms set forth in this Renewal Agreement.

5. INSURANCE

- ARTIST is responsible for the artwork in the event of vandalism, theft, damage, natural occurrences, or act of GOD.
- ARTIST understands and agrees that there are risks associated with installing and displaying artwork in public spaces, including but not limited to the risk of damage from the elements or from vandalism.
- ARTIST releases and holds harmless DBA and the City of Billings from any and all liability for property damage or other damages suffered by Artist in any way arising out of, resulting from, or occurring in connection with this Agreement.
- ARTIST is responsible for having an in-land marine or other similar insurance policy that covers their artwork during transit and delivery for installation in Downtown Billings.

6. ARTIST AND PIECE UPDATES

Please complete this section, modifying it if you have a new title or price for your sculpture.

ARTIST NAME: _____

PHONE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

WEBSITE: _____ EMAIL: _____

TITLE OF SCULPTURE: _____

RETAIL PRICE: \$ _____

ARTIST signature indicates understanding of and agreement to the preceding sections of this Artist Agreement document:

X _____ Artist Name, printed

X _____ Artist Signature

X _____ Date