INTRODUCTION

The City of Glendale’s (City) Community Services & Parks Department (CSP), Library, Arts & Culture Department (LAC), and Arts & Culture Commission (Commission) agree that the expansion of arts and cultural activities within the City will benefit the citizens of our community and provide local artists with new opportunities to participate in Glendale’s cultural life. Visual art enhances public spaces and invites public participation and interaction. Thus, CSP would like to offer the Adams Square Mini Park Gas Station (ASMPGS) for temporary art display based on an annual timeline.

PURPOSE

This policy:

- Is intended to establish procedures for temporary art displays in the ASMPGS.
- Provides Submission, Selection, Exhibition, and Insurance guidelines for those temporary art displays.

A. SUBMISSION GUIDELINES

The Applicant submitting a proposal for exhibition of artwork must submit a Proposal Form and a portfolio of the images requesting to be exhibited, following the Proposal Requirements and Artwork Guidelines. A submission of a proposal does not guarantee acceptance for display.

1. Who Can Apply

Artists, art organizations, or local schools can submit proposals to temporarily display art in the ASMPGS. Display space is open to engage the community in civic, educational, cultural, recreational and intellectual promotion of the arts. Space is made available in accordance with selection criteria set forth in Section B. Local and regional artists and art organizations are invited to apply, but Glendale applicants will be given precedence for display.

2. Acceptable Media

Visual art of any media and size will be considered for display, including, but not limited to: paintings, photography, sculptures, crafts, graphic arts, animation, mixed media, mosaics, stained glass and other forms of artistic expression for civic, cultural, educational, recreational, and intellectual purposes.

CSP will display artwork inside the ASMPGS. Those viewing the exhibit will have access only from the outside.

3. Timeline for Proposal Submission

A Notice will be publicized annually—through the City’s social media, Press Release, and/or Newsletter—for acceptance of proposals for temporary art displays. Accepted proposals for temporary display will be publicized as part of a yearly calendar and on an ongoing basis.
4. **Proposal Requirements**

All submitted proposals must include the following:

1) A completed Proposal Form, which contains a detailed description of the proposed exhibition, including:
   - Title of Installation;
   - Media;
   - Dimensions;
   - Weight;
   - Materials used;
   - Maintenance requirements;
   - Display requirements;
   - Proposed dates of display; and
   - Statement of value for the installation: *The maximum value cannot exceed $5,000, regardless of whether the installation consists of one piece of artwork or several pieces of artwork.*

2) Artist’s or art organization’s statement (200 words or less) describing concept.

3) Resume or biography outlining the artist’s career (including education). If more than one artist participates, then the submitted resume should be from the coordinator of the exhibit.

4) If an individual is proposing to exhibit multiple works by various artists, a list of artists and their authorization to exhibit should be submitted.

5) Digital images (title, size, medium) in JPEG format, of the proposed art on a CD:

   - Title the CD with Applicant’s first and last name.

The completed Proposal Form, and the accompanying documents and CD, must be sent to:

**Library, Arts & Culture Department**

222 E. Harvard Street

Glendale, CA 91205

Attention: Administration (ASMPGS Temporary Art Display Proposal)

5. **Artwork Display Guidelines; Ineligible Artwork**

Glendale is a diverse community with a long standing tradition of respect for the dignity and contribution of all members of the community. Therefore, the artwork must be suitable for all ages.

In addition, artwork is ineligible for display, for any one or more of the following reasons, if the artwork:

- 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;
  - Disrupt the orderly operation of the facility exhibiting the art;
- Is integral to criminal conduct or is in violation of the law; or
- May reasonably be construed as:
  - False, fraudulent, or defamatory;
  - 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; or
Child pornography, as defined in California Penal Code Section 311.1(a) or 311.2(b), or any successor legislation.

6. **Artist Stipend – Unavailable**

The City and its departments are unable to offer any compensation or fee for creating the artwork and placing it on display.

**B. SELECTION PROCESS AND CRITERIA**

1. **Selection Committee**

A selection committee, *Art in Public Parks Committee* (APPC), will evaluate all proposals. The APPC will be composed of four (4) members:

   - Two members:
     - One of whom is a Library, Arts & Culture employee; and
     - One of whom is the Community Services & Parks employee; and
   - One member is a Commissioner from the Commission. (This person will be appointed annually to the APPC by the Commission).
   - Up to two members from the surrounding Adams Square community. Recommendations may be received from local associations.

2. **Selection Process**

The selection process consists of two steps:

   - First, the APPC will determine whether the artwork is ineligible for display based on one or more of the criteria listed under *Section A.5.* above; and
   - Second, the APPC will evaluate the artwork using the criteria listed under *Section B.3.* below.

3. **Selection Criteria**

The following criteria will be considered in evaluating all proposals:

   - Artistic Excellence, including:
     - Artistic originality.
     - Demonstrated skill or craftsmanship.
     - Creative and Innovative Concept.
   - Safety – the artwork will not:
     - Endanger public safety or pose a public safety hazard; or
     - Create a hostile work environment for public employees.
   - Appropriateness for the Site, including:
     - Durability – relative to theft, vandalism and the environment.
     - Scale – size and weight.
     - Accessibility – for public viewing and installation.
     - Maintenance and display requirements.
   - Audience – Suitable for all ages.
   - Historical prominence or significance of the artist/artwork
   - Dates of previous display(s) of similar items or topics
   - Dates of previous display(s) by the artist
4. **Decision and Notification**

If an Applicant has submitted a complete application and has met all the Proposal Requirements, the APPC will approve the application, approve the application with conditions, or deny the application based on any one or more of the criteria or factors specified in Sections A.5., or B.3, or both.

LAC staff will notify all applicants of the APPC’s decision by e-mail or in writing by mail. If the proposal is approved for exhibition, the Applicant must sign a CSP Temporary Art Display Agreement (contract) that states the duration and location of display, describes other terms and conditions, and releases the City of any and all liability in the event of damage, loss, vandalism, or theft.

5. **Appeal Process**

An Applicant aggrieved by the APPC’s denying the application or imposing conditions as part of the proposal’s approval may appeal to the Director of LAC within seven (7) calendar days of the APPC’s notification date. The Director of LAC, or a designee, will review the appeal, and make a determination. That decision is final, binding on the Applicant, and non-appealable.

C. **EXHIBITION GUIDELINES**

1. **Installation**

The Exhibitor must contact LAC staff in order to schedule an appointment for installation and de-installation of the exhibit.

The Exhibitor will be responsible for installing his/her artwork(s) with LAC staff guidance during regular business hours.

In presenting the exhibits, the City, its departments, and its Library, Arts & Culture Commission do not in any way endorse or support the artist’s viewpoint, opinion, position, or message.

Displays will include a sign stating the name of the artist(s), artwork(s), and title(s). The coordinator of the exhibit must include contact information. Individual artist contact information may also be included.

The City reserves the right to photograph, and/or have photographed, all works of art for promotional and/or record keeping purposes.

*Responsibility of the Exhibitor*

- The Exhibitor must sign and comply with the terms and conditions of the contract.
- Each piece must be appropriately prepared for display. Hanging equipment, easels, pedestals or other stands are not available. Display equipment and materials must be proposed as part of the application process.
- Delivery of the artwork to the facility where it will be exhibited as stated in the contract.
- Installation of the art with CSP and LAC staff guidance.
- Only artwork approved by the Committee will be exhibited.

*Responsibility of LAC Staff:*

- Creating and placing a sign identifying the artist and artwork.
- Having a staff member present during the installation of the artwork.
- Obtaining Special Event Insurance.
2. **Exhibit Time Limits**

Exhibition will be displayed for the period of time agreed upon by the terms of the contract, for a maximum of 3 months.

3. **Sale of Artwork**

Sale of artwork is prohibited while the artwork is displayed on City property. The posting of sale signs on City property is also prohibited while the artwork is displayed at the ASMPGS. Artist contact information is allowed to be posted with artwork, and all inquiries regarding the artwork will be referred back to the Exhibitor.

4. **Removal (De-installation) of Artwork**

The Exhibitor must pick up the artwork, completely removing it from the ASMPGS by the date:

- Listed in the contract; or
- Specified in an e-mail or in writing by mail from the Director of CSP or LAC, when either Director determines that early removal is appropriate, necessary, or reasonable under the criteria described in Section C.5. below.

The Exhibitor must contact LAC staff at least one week prior to the removal date to schedule an appointment to retrieve the art during regular business hours. The Exhibitor must not remove the art without a scheduled appointment.

Storage will not be provided. Artwork that is not picked up by the date will be treated as unclaimed property in accordance with Chapter 2.100 of the **Glendale Municipal Code**.

5. **Grounds for Removing Artwork**

The City may remove artwork from public for any one or more of the following reasons:

- The Director of CSP or LAC determines that the artwork is ineligible for display based on one or more of the criteria listed under Section A.5.;
- The artwork or any part of it:
  - Endangers public safety or poses a public safety hazard;
  - Damages, or will cause damage to, the ASMPGS;
  - Possesses a demonstrated fault in workmanship;
  - Requires excessive or unreasonable maintenance; or
  - Is damaged irreparably (including vandalism or graffiti), or to an extent that restoration is unreasonable or impractical;
- Significant changes in the ASMPGS' use, character, design, or structure occurs and affects the artwork’s display, exhibition, or integrity;
- The ASMPGS needs maintenance, repair, modification, or replacement;
- The insurance expires, is cancelled, or is not renewed;
- The information in the Proposal Form is incomplete, incorrect, false, inaccurate, misleading, or fraudulent—regardless of whether the Exhibitor intended to furnish the information in that manner; or
- The pick-up deadline is not met.

LAC staff will notify the Exhibitor of the decision to remove the art prior to actual removal of the art.
6. **Cancellation**

For any reason and at any time, CSP and LAC reserve the right, without notice, to cancel the use of the display space by an Exhibitor if the Director of CSP determines that the display space is needed for other purposes. Staff will notify the Exhibitor of the cancellation, if reasonably possible, prior to the day of the event.

**E. INSURANCE**

1. **Damage, Loss, Vandalism, or Theft of Artwork**

   Although the City will exercise due care in exhibiting an Exhibitor’s artwork, the Exhibitor understands and acknowledges that a risk of damage, loss, vandalism, or theft is inherent in a public display. The City will not provide security personnel or security devices for the Exhibitor’s artwork during the exhibit.

2. **City’s Property Insurance for Damage or Vandalism to, or Loss or Theft of, Artwork**

   To protect against damage or vandalism to, or loss or theft of, the Exhibitor’s artwork during the artwork’s display or exhibition, the City will: (a) cover the artwork through the City’s self-insurance program, or (b) obtain and pay for a property damage insurance policy. The Exhibitor is subject to all terms, conditions, and requirements of the City’s self-insurance program or insurance policy. The Exhibitor’s sole recourse and remedy for damage or vandalism to, or loss or theft of, the Exhibitor’s artwork is submitting a claim to the City for payment under the City’s self-insurance program or the City’s insurance policy. If the loss or damage is covered under the self-insurance program or the insurance policy, the maximum amount that the Exhibitor can receive for a covered loss is $5,000.00, regardless of whether the display or exhibition consists of one piece of artwork or several pieces of artwork (a collection). Therefore, for the Exhibitor’s own protection, the Exhibitor may obtain a separate property damage insurance policy by contacting an insurance company or agent. If the Exhibitor also obtains a separate insurance policy that covers the artwork, and if damage, loss, vandalism or theft occurs to the Exhibitor’s artwork while it is on display or is in the City’s care, custody, or control, then the Exhibitor must seek payment first from the Exhibitor’s insurance company— whose insurance coverage is primary to all self-insurance and insurance policies that the City has now or has in the future.

3. **City’s General Liability Insurance for Injury to Persons & Property Caused by Artwork**

   During the artwork’s display or exhibition, the City will maintain a self-insurance program to protect the City, its officers, agents, employees, and representatives for “general liability”— which covers bodily injury, personal injury, and property damage that the Exhibitor’s artwork causes to attendees (third parties) at the display site. However, the City’s self-insurance program does not protect or cover the Exhibitor for general liability. Therefore, for the Exhibitor’s own protection, the Exhibitor may obtain a general liability insurance policy by contacting an insurance company or agent.

4. **Exhibitor’s Release of Liability for Damage to Artwork; Bodily Injury**

   Except for the Exhibitor’s submitting to the City a claim for damage or vandalism to, or loss or theft of, the artwork totaling $5,000.00 or less, the Exhibitor: releases and holds harmless, will not make a claim against or sue, and waives a right of recovery against the City, its officers, agents, employees, and representatives for: (a) damage or vandalism to— or destruction, loss, or theft of— one or more of the Exhibitor’s artwork that exceeds $5,000.00; (b) damage to— or deterioration, destruction, or loss of— one or more of the Exhibitor’s artwork arising from environmental conditions, normal wear and tear, gradual deterioration, inherent vice, light damage, fading, or any other cause or reason; and (c) bodily injury and personal injury, however caused.