



AMERICAN CANYON ARTS FOUNDATION

Board of Director's Policy Manual

Art in Public Places Policy

Adopted/Revised:

December 10, 2013

I. Purpose/Intent

Art enhances the quality of life in any community. The American Canyon Arts Foundation (ACAF) supports art in public and private buildings, developments and park areas.

II. Authority

The Board of Directors has the authority to establish policies under Article 12, Section 2 of the By-Laws, and approved this policy by adopting Resolution 2013-04.

III. Policy

Section One. General Policy

1. ACAF endorses the policy of including art in new public and private development; in public and private buildings; and in City parks and open space.
2. ACAF's role in this policy is to facilitate, rather than to implement. That is, we can act as a clearinghouse with artist referrals and guidelines; and to connect artists with client sites.
3. One exception to this approach is the American Canyon City Hall, in which we agree to work with the City to manage its rotating public art displays, as part of our ongoing partnership with the City.

Section Two. City Hall Rotating Art Program

1. ACAF will work with the American Canyon City Manager (or designee) to identify areas to hang artwork and/or sculptures.
2. ACAF will be responsible for coordinating artwork to be installed and rotated on a quarterly basis at the designated areas.
3. ACAF will give first preference to our member artists and then to the general public, in order to assure a good variety of artwork for City Hall.
4. The City will have the right to review and reject any artwork prior to hanging it at City Hall.
5. Any artist whose work is shown will enter into an agreement with City and ACAF, clarifying roles and responsibilities, limit liability in case of damage or loss, define commission amounts for artwork sold, and other terms and conditions of the arrangement. The draft agreement is attached.
6. Artwork will be rotated every three months.
7. ACAF will receive a commission of 20% of the sales price for the art.

Section Three. Public Art Referral Program

1. ACAF will encourage local businesses, as well as public agencies, to include art in their offices and buildings.
2. When a business or public agency (collectively, the Client) contacts ACAF, we will give first priority to member artists and in particular, those that rent space at the Gallery.

3. If the client does not select a member artist, ACAF will work with other regional art agencies and associations, as well as the general public, to identify artists that are acceptable to the client.
4. Although ACAF will not be part of the relationship between the artist and client, it will encourage the parties to define their relationship in a written agreement. The agreement should cover the roles and responsibilities of all parties; include provisions for any commissions for artwork sold while on display; artistic standards; frequency of rotating the artwork, etc.
5. ACAF will not be responsible for implementing the installation or replacement of any artwork in any private or public building, unless specifically agreed to by the Board.

Section Four. Art in Parks, Landscaped Areas and Open Spaces

1. *Definitions:* In contrast to artwork inside buildings and facilities, this type of art refers to sculptures, murals or any other type of artistic and/or creative applications to parks, landscaped areas and open space. For example, landscaping could be considered public art, if it is done with a creative flair or presents itself artistically, rather than in a practical and economical fashion.
2. *Policy:* ACAF encourages the City and other governmental agencies to include public art in any park, facility or other public project. Further, ACAF encourages the City to require private development to include public art in its design and construction.
3. *Affirmative Actions:* ACAF will actively seek grants and other funding sources to help create, install and maintain public art.

Attachment

1. Draft Agreement between ACAF, City of American Canyon and Artist, for installing artwork at City Hall.



American Canyon Arts Foundation Rotating Art Program Contract

CONTACT INFO

This contract constitutes an agreement between the American Canyon Arts Foundation (ACAF), the City of American Canyon (City) and the following Artist:

ARTIST Name _____ Phone _____ Email _____
 Artist Mailing Address _____

CITY Contact Name _____ Phone _____ Email _____
 Mailing Address: **4381 Broadway Street, Suite 201, American Canyon CA 94503**

ACAF Contact Name _____ Phone _____ Email _____
 Mailing Address: **3441 Broadway Street, American Canyon CA 94503**

EXHIBITION DETAILS

DATE & TIMES Installation: _____ Take Down: _____ Reception: _____

LOCATION _____

Payment Schedule & Details _____

ARTWORK DETAILS

The Artist will lend the following Art to the City for temporary exhibition:

	Title	Medium	Size	Price	NFS	ACAF Commission
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

NFS: Not for Sale



American Canyon Arts Foundation Rotating Art Program Contract

RIGHTS & RESPONSIBILITIES

ARTIST

1. All art remains the sole property of the Artist until a sale is final.
2. All art must remain on site and on sale for the duration of the exhibit.
3. Sold art must remain hung on site until the end of the exhibit.
4. Artist sets his/her own art prices. 20% commission on all art sales goes to ACAF.
5. Artist is responsible for delivery and pick up of art to City location according to the schedule provided.
6. The artist agrees that she/he is an independent contractor and is not an employee of ACAF nor is she/he entitled to such employee benefits as sick leave and vacation. NO deductions or withholding for any taxes, FICA, contributions, or any other employee benefits or burdens will be made by ACAF on behalf of the City or Artist.
7. ACAF and the City shall be held harmless for any injury, loss, damages, or expense of any nature sustained by the art or artist in the execution of any duties or obligations pertaining to this agreement.

CITY

- City has the right to first refusal only if they complete a purchase of said art.
- Once art is installed and City agrees to purchase, the art may not be moved until the exhibition period is over.
- City must make all payments according to schedule provided.
- **City may not use any of the artist's images for promotional or any other purposes without first obtaining written consent from the Artist.**
- There is no rental charge or fee to the Artist or ACAF for the installation and exhibition.

ACAF

- ACAF will make all curatorial decisions with input from the Artist and the City, recognizing the City's right to refuse to display artwork that may be considered inappropriate in a municipal setting.
- ACAF is responsible for coordinating the installation of art as well as all program signage.
- ACAF will generate and distribute all contracts and invoices.

INSURANCE

- The City is responsible for theft, loss or damage to any of the consigned artwork, however caused, while on the City's premises. Proof of such insurance, carried at the expense of City, shall be supplied at the signing of this agreement.
- The Artist is responsible for his/her own insurance coverage for the length of this exhibition.

CANCELLATION

This Contract may be cancelled by mutual agreement and 30 days written notice by any party.

Signatures

Artist _____ Date _____

City _____ Date _____

ACAF _____ Date _____