

Art Under Glass Virginia Beach Town Center Storefront Art Project Application Guidelines

Art Under Glass is a pilot program of the City of Virginia Beach's Office of Cultural Affairs, in conjunction with Town Center Associates, to make vacant storefront space in the Town Center Arts & Entertainment District available for temporary art exhibits by local artists.

Art Under Glass invites visual artists to submit an application to be considered for this project. This is a juried exhibition; applications will be reviewed by a panel of arts professionals.

This will be an ongoing process and artists will be selected as properties become available. You will not be notified until a property becomes available that is suited for your work. Please be patient and if any information changes within 6 months of your submission, please send us the updated information.

We particularly seek work that is innovative and that will capture the attention of people walking through the streets of Town Center. Please keep in mind the size of the windows at Town Center when applying. Most storefronts have not been built out so there is no electricity or HVAC. The spaces are not climate controlled and are offered as is.

APPLICATION PROCEDURE

Please include:

- 1) Contact Information – Name, address, contact phone number, email address, website
- 2) Current Resume/Bio
- 3) Proposal – Describe your proposed work and how it would be displayed, the medium or media you use and a brief statement of your vision.
- 4) For existing work, submit on a CD between 6-12 images of your work in .jpeg files. Label all images with your name, title, media, dimensions, and date. Provide a corresponding list of images. For proposed work, include a sketch(s) of your concept, as well as images of existing pieces of your work.

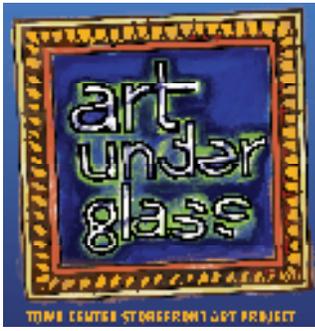
Send applications along with a CD of images to:

Art Under Glass
Virginia Beach Office of Cultural Affairs
201 Market Street, Suite 204
Virginia Beach, VA 23462

Conditions:

- The Virginia Beach Office of Cultural Affairs, Town Center Associates or the Town Center of Virginia Beach will not be held responsible for loss, theft or damage, including breakage, of displayed work.
- Artists receive no compensation for displaying work. Participation in this project is done at the artist's own risk.
- The Office of Cultural Affairs and/or Town Center Associates has the right to terminate agreement with 30 days notice.
- Once selected artists will be required to sign Loan Acknowledgement and Waiver Form (copy included as reference.)

Questions? Please contact 757-385-2545.



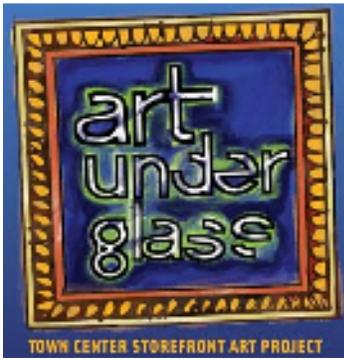
Art Under Glass: Evaluation Criteria

Virginia Beach Town Center Storefront Art Project

Evaluation Criteria

Art work selected for exhibition through Art Under Glass will be chosen based on its overall aesthetic and artistic merits and the following criteria:

- Art will be chosen with appropriate regard for the nature of the space.
- Art Under Glass addresses viewers directly on the public right of way. As such, the art selected for display must uphold community standards.
- Overall contribution to improved exterior aesthetics or enhancement of quality of life within the display area.
- Only original artwork will be considered for display. An original artwork is the artist's sole creation and is not, in whole or in part, a copy of any other person's work or photograph.
- The quality of the display and subject/theme must match that represented by application materials. The Office of Cultural Affairs reserves the right to decline any work that does not reflect the original application submission.
- Three-dimensional works will be considered, however, the artist is responsible for providing any specialized display equipment needed, as the window walls cannot be damaged or altered in any way. The Office of Cultural Affairs cannot provide any pedestals for display of three-dimensional works.



Loan Acknowledgement and Waiver

(to be signed and returned upon acceptance)

Please send completed form to:

Art Under Glass
Virginia Beach Office of Cultural Affairs
201 Market Street, Suite 204
Virginia Beach, VA 23462

Name of Lender (i.e., Artist, Institution, or Organization):

Contact Person: _____
Business Phone: _____ Cell Phone: _____
Fax Number: _____ Email Address: _____
Mailing Address: _____

Exhibit start date: _____ Exhibit end date: _____
(to be filled out by Office)

Type of Art or Exhibit and Title:

Artist contact information for poster:

All pieces selected for exhibit must arrive "ready to hang."

Representative overseeing installation on-site (required):

Please attach a detailed description including any graphics or text to accompany the art or exhibit in addition to information requested in the space below, using additional sheets if necessary. All additional sheets or materials must be labeled with exhibitor's name and exhibit title. The Committee may request additional information about the proposed exhibit.

Artworks or objects to be loaned ("Artwork(s)"):

Title of Work	Artist name	Dimensions	Medium/ Material	Retail value

I. Lender agrees to loan the objects listed above ("Artwork(s)") to the City of Virginia Beach Office of Cultural Affairs ("Office") and Town Center Associates ("Associates") in connection with the "Art Under Glass Storefront Art Project" subject to and in accordance with the terms and conditions of this Acknowledgement and Waiver ("Waiver") and the "Art Under Glass Virginia Beach Town Center Storefront Art Project Application Guidelines" (Guidelines). Lender warrants that it has the right to loan the Artwork(s) to the Office and Associates and to agree to the waivers contemplated herein.

II. Term

A. The term of the loan begins when the Artwork(s) are delivered to the Site, and shall run through the agreed upon exhibit end date, plus a reasonable amount of time for the Artwork(s) to be reclaimed by Lender as described below. The "exhibit end date" means the date so specified on the first page of this Document.

B. Lender must arrange with the Office to reclaim all Artwork(s) within 5 days of the agreed upon exhibit end date. If the Office is unable to contact the Lender, or if no special arrangements have been made for the return of the loaned Artwork, or if the Lender fails to reclaim the Artwork(s) at the designated time, the Office may continue to display the Artwork(s), or it may place the Artwork(s) in

storage at the Lender's sole risk and expense. It is the responsibility of the Lender to contact the Office regarding any change of address, phone number, or e-mail address.

C. The Office reserves the right to relocate, remove and/or replace, at its sole discretion, any Artwork at any time. If such relocation, removal or replacement occurs, the Lender will be notified. Artwork removed by the Office must be reclaimed by the Lender no later than 30 days after notification of removal.

D. The Lender may not withdraw any Artwork from the exhibit space before the agreed upon exhibit end date unless agreed in writing by the Office.

III. Art installation and removal

A. In accordance with the Guidelines, all Artwork installations will be selected and approved by the Selection Committee ("Committee").

B. Artwork will be installed and removed by the Office with oversight by Program personnel. Artwork will be installed only in the location and configuration approved by the Committee. Further, all text associated with the exhibit of the Artwork(s) must be as approved by the Committee in accordance with the Guidelines.

C. Lender is responsible for all costs and risks associated with delivery and any storage of the Artwork(s). If, at the Office's option, the Office chooses to ship the Artwork(s) back to the Lender at the conclusion of the loan at Office's expense, all risks associated with packing and shipping the Artwork(s) will remain with the Lender.

D. The Lender agrees that the Committee will have the sole discretion to determine the display methods, configuration, location and environment for the Artwork(s).

IV. Indemnification

Lender agrees to indemnify, defend and hold harmless the City of Virginia Beach (the "City") and the Town Center Associates, and its employees, officials, agents, consultants, and contractors against any and all liabilities, obligations, penalties, damages, claims, costs, charges and expenses (including costs and attorney's fees) which may be imposed upon, incurred by or asserted against the City or its employees, officials, agents, consultants or contractors, in any manner arising out of or related to the placement, installation, maintenance, use, removal or storage of any of the Artwork(s) displayed (or any associated text or other exhibit elements) including, without limitation, any tort, personal injuries or death or any damage to property and violations of any intellectual property rights, including, without limitation, any copyrights, trademarks or patents, or any person's right to publicity.

V. Warranties

Lender warrants that:

- A. it has the right to loan the Artwork(s);
- B. it has the authority to sign this waiver and acknowledgement including all provisions related to intellectual property rights; and
- C. the condition and nature of the Artwork(s) is such that it is suitable for and of sufficiently sturdy construction to be displayed in a storefront.

VI. Copyright

- A. If Lender is the creator of the Artwork(s), Lender acknowledges the rights of attribution and integrity conferred by Section 106A(a), paragraphs (2) and (3) of Title 17 of the U.S. Code, and any other rights of the same nature granted by U.S. federal, state or foreign laws, and of his/her own free act hereby waives such rights in the Artwork(s) with respect to any actions of the City of Virginia Beach and Town Center Associates in connection with the Artwork(s).
- B. If Lender is not the creator of the Artwork(s) and the creator(s) are living persons, then Lender warrants that it has obtained a waiver, on behalf of the City, of the artist(s)' rights described above under VI.A.
- C. Unless otherwise agreed, the Lender grants to the City and Associates an irrevocable, nontransferable license to reproduce any of the Artwork as displayed pursuant to this Agreement in the City's and Associates' advertising, catalogues, brochures, programs, media publicity, reports, presentations, video recordings, websites, and other similar publications.

VII. City nor Associates not responsible for damage

- A. Display of Artwork is at Lender's risk. Lender understands and agrees that the Artwork(s) will be placed in a public space and cannot be safeguarded against acts of vandalism. The Lender will not hold the City or Associates responsible for damage - whether or not it occurs while Artwork(s) are on display - caused by employees, tenants, vandalism, negligent work, civil disturbance, explosion, fire, unusual weather, military or police action, war, acts of God, the public enemy, or terrorism, or any other thing beyond the City's or Associates' reasonable control whether foreseen or unforeseen. Further, the Lender will not hold the City or Associates responsible for any damage or wear-and-tear caused by the presence of the Artwork in the storefronts.
- B. Lender is solely responsible for insuring the Artwork(s).

Lender Name (if legal entity): _____

Authorized Signature: _____

Print Signatory Name: _____

Print Signatory Title: _____

Date: _____