



## **BROKEN ARROW UTILITY BOX PUBLIC ART PROGRAM ARTIST AGREEMENT**

The City of Broken Arrow has designed a program to support public art and to enhance the community and neighborhoods through the use of decorated utility boxes. The City has chosen to use rose-themed art on all utility boxes because of Broken Arrow's history as the "City of Roses." The program will boost the aesthetics of the city, promote community pride, and extend public art and beautification to new areas and unexpected places. The program will create an attractive environment and allow art to be introduced to the public in a creative and inventive way.

### **Application Guidelines & Deadline**

To apply as an artist, the attached application must be completed and submitted via email to: [lhill@brokenarrowok.gov](mailto:lhill@brokenarrowok.gov). Please include Broken Arrow Utility Box Public Art Program in the email subject line. Artists may also submit the application and artwork by mail to:

Lori Hill  
City of Broken Arrow  
Utility Box Public Art Program  
P.O. Box 610  
Broken Arrow, OK 74012

### **Eligibility**

This project is open to all local and regional artists. The City of Broken Arrow encourages applications from both new and established artists. Broken Arrow applicants will be given preference. Artists may apply as an individual artist or as a group. For group submissions, a signed Release of Liability and Indemnity Agreement for each participating artist must be included in addition to the application form and design template.

Each artist's artwork will appear on no more than 20% of the utility boxes at any one time.

### **Selection Process & Criteria**

Submissions will be reviewed by a selection committee. Submission of artwork is not a guarantee that such artwork will be used or selected. Once the artwork is selected and approved, the committee will send a notification by email and formal letter to the artist(s). Approved artwork will be provided to prospective Sponsors. Sponsors will select artwork from the pre-approved artwork if they aren't working directly with a specific artist. Criteria used to select artists will be:

- Artwork must have a rose theme.
- Evaluation of artistic excellence including quality of the art and artist originality.
- Creative and innovative concepts; and
- Appropriate regard for the nature of the space and the audience.
- Art must be submitted December-March or June-August. Vinyl will be installed as weather permits March-May and September-November.

### **Specifications**

The Utility Box Public Art Program is designed to encourage community pride and beautify neighborhoods and streets. The rose-themed artwork will be installed on utility boxes in a public place and must be suitable for viewing by all ages. The artwork that is included on the application must strongly resemble the art that will be vinyl wrapped on the box.

### **Ineligible Entries**

A Proposal will be ineligible, for any one or more of the following reasons, if the decorated utility boxes contain:

- A copyrighted or trademarked image or logo, brand or business name other than the box's sponsor;
- A brand or business name;
- A website or social media link;
- Address or phone number;
- Is plagiarized, stolen, or copied from another source;
- Defames or invades the rights of any person, living or dead;

Important: Artwork not adhering to these guidelines will not be considered.

### **License Fee**

Any Artist's fee will be paid directly to the artist by the Sponsor of the utility box. Artist's license fee of \$100.00 will be paid directly to the artist from the utility box Sponsor.

### **Insurance & Indemnification**

Selected artists must sign a Release of Liability and Indemnity Agreement.

### **Attribution**

When the City uses the artist's images or the artwork for promoting arts programming, the City will endeavor to identify the artist and give credit to the artist, whenever possible, but the City will not be liable to the artist for an error in or omission of the artist's identification or the artist's credit for the artwork.

### **Repair and Removal**

The City may remove a decorated utility box(es), at any time, for any reason as the City deems necessary.

For more information regarding this public art program, please contact Lori Hill, City of Broken Arrow, [lhill@brokenarrowok.gov](mailto:lhill@brokenarrowok.gov) 918-259-6585.

## **BROKEN ARROW UTILITY BOX PUBLIC ART PROGRAM APPLICATION**

Thank you for your interest in the City of Broken Arrow Broken Arrow Utility Box Public Art Program (Utility Box Decorated utility boxes) Program. Please print clearly and submit this completed form along with an artist statement of up to one-page, a color rendering of the proposed art design, and a signed Release of Liability and Indemnity Agreement.

For group submissions, a signed Release of Liability and Indemnity Agreement for each participating artist must be included in addition to the application form and design template. If the artist is less than 18 years of age, a parent or legal guardian must authorize their participation.

### **Artist Information**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Email \_\_\_\_\_

Artwork Description:

---

---

---

Title of Submission:

---

Design Description:

---

**ARTIST'S AGREEMENT  
CITY OF BROKEN ARROW UTILITY BOX PUBLIC ART PROGRAM**

By submitting the Application form to the City of Broken Arrow ("City") for the Broken Arrow Utility Box Public Art Program ("Program"), Applicant hereby agrees to the following terms and conditions in this Agreement:

**Ineligible Artwork & Removal:**

Applicant acknowledges that:

- Applicant's failing to follow the guidelines, or Applicant's falsifying information on the application form, will result in immediate disqualification.
- City has the right to remove a decorated utility box(es), at any time, from any reason as the City deems necessary.

**Original Artwork:**

Applicant represents that the artwork, whether created by Applicant alone or in collaboration with others, is wholly original art and does not infringe upon or violate any patent, copyright, trademark, trade name, or other proprietary right of any person, organization, or entity.

**Assignment of Copyright:**

Applicant assigns to City all rights, title, and interest, including copyright, in and to the artwork.

**Authorization for City's Use of Artwork:**

Applicant irrevocably grants City, its officers, agents, and employees ("City and its representatives") the unconditional right and permission to use, reproduce, copy, sell, exhibit, publish, or distribute, in whole or in part, in any medium now or later developed, photographs and other two- or three-dimensional reproductions of the artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or non-commercial purposes— without charge to City and without payment to Applicant of any compensation, fee, royalty, or damages (now or later).

Artist hereby understands that artist's fees and license fees will be paid directly from the utility box Sponsor.

**Release of Claims:**

In exchange for City's permitting Applicant to participate in the decorated utility boxes program, Applicant (a) releases, discharges, and holds harmless, (b) will not make a claim against or sue, and (c) waives a right of recovery against City and its representatives for any one or more of the following circumstances, events, or occurrences arising out of the Applicant's participating in the utility box decorated utility boxes program:

- Bodily injury or personal injury (i.e., libel, slander, defamation of character) to the Applicant;

- City’s use of Applicant’s artwork— including, but not limited to, any and all claims or lawsuits for invasion of privacy, defamation, or infringement of copyright; or
- Damage or vandalism to, or loss of, Applicant’s artwork, however caused.

**Indemnification:**

Applicant indemnifies, defends, and holds harmless City and its representatives from and against all claims, demands, lawsuits, causes of action, proceedings, losses, damages, costs, fees, and expenses arising out of:

- The artwork’s infringement on a patent, copyright, trademark, trade name, or other proprietary right of a third party.

**Successors and Assigns:**

This Agreement is binding upon Applicant’s heirs, successors, licensees, agents and assigns, and is governed by California’s laws.

**Interpretation and Invalidity:**

This Agreement (a) represents the entire and integrated agreement between City and Applicant, and (b) replaces all other negotiations, understandings, promises, and agreements, either oral or written. Oklahoma’s laws govern this Agreement’s construction and interpretation. The invalidity, in whole or in part, of any term of this Agreement will not affect the remaining terms’ validity. All headings or captions in this Agreement are for convenience and reference only.

**Authority to Perform Agreement:**

Applicant represents that Applicant (a) has read this Agreement and fully understands its contents, and (b) has the full power to:

- Enter into and perform this Agreement; and
- Make the grant of rights stated in this Agreement.

**APPLICANT’S SIGNATURE:**

\_\_\_\_\_   
 Dated

\_\_\_\_\_   
 Artist Signature

\_\_\_\_\_   
 Home Address                      City, State, Zip Code

\_\_\_\_\_   
 Home Telephone Number

\_\_\_\_\_   
 Business Telephone Number

\_\_\_\_\_   
 Signature of Parent or Guardian   
 (If artist is under the age of 18)