

## **Get Your Art Viewed by One Million People** **Receive a \$500 Stipend** **Submit a Proposal to [ArtBox](#) 2015!**

### **Statement of Purpose**

Salem, Massachusetts is a community of 41,000 people that is rich in art, culture, and history. Its residents are passionate about their hometown and graciously welcome one million visitors each year. In fact, Salem is the second most visited place in Massachusetts.

In recent years a proliferation of above ground **L**ighting and **S**ignal control **B**oxes (LSBs) has sprouted in downtown Salem and in other areas of the city. Their bland, standard presence usually detracts from the setting where they are placed.

In the interest of enhancing the visual experience for residents and visitors in this great walking city, the City of Salem is inviting artists to help transform these stoic industrial essentials into visual and graphic delights that will provide an entertaining and stimulating experience to passersby.

ArtBox 2012, 2013 and 2014 resulted in a total of 18 LSBs being transformed, and the City has identified six additional LSBs for ArtBox 2015. Selected artists for the 2015 program will receive a \$500 stipend.

### **Who can participate?**

Anyone—except artists selected for ArtBox 2012, 2013, and 2014—can apply to paint an LSB, and invitations will be extended to anyone willing to meet the requirements of this call for artists.

A general invitation to submit proposals is being issued to the public—both amateur and professional artists—as well as art and educational institutions. We would like to have the broadest possible reach in hope of acquiring the highest level of talent and imagination for this project.  
(Participants from art educational institutions may consist of students, faculty and alumni.)

A jury will make selection recommendations, and final approval will be made by the City of Salem.

### **Artists' Proposals**

Artists' proposals should be based on the dimensions of the enclosed "Electrical Box Diagram" and should include all sides of the LSB. However, please note the actual box may be a different size and the rear panel on some boxes are not easily accessible (or visible). Boxes will be assigned by the City of Salem.

Artists have the option of submitting a more detailed, one-to-one scale portion of their proposed piece on the enclosed sheet titled "One-to-One Scale Depiction." This is meant to provide judges with more content to consider, and an opportunity for the artist to showcase his/her ability in more detail, but is not required for a completed submission.

Proposals should include the artist's signature on the proposal as it would appear on the actual LSB. Signatures must not exceed 2 inches x 8 inches in actual size and may include the copyright sign "©" with the date.

All submitted proposals become the property of the City of Salem.

### **What proposals are eligible?**

The City acknowledges that everyone relates to their creative forces differently as well as their respective art influences, media, etc.

The first priority is that the boxes become high quality artworks that enliven the public realm. This can come in many forms and styles.

Proposals should be **positive, original and colorful** and may (but are not required to) reflect the following:

- The immediate environment;
- The character or culture of the city of Salem;
- The history of the area;
- Community pride;
- Creativity.

Proposals should be designed to last a minimum of two years. However, LSBs are public property equipment and may require upgrading or need replacing at any time. There is no guarantee of how long the artwork will remain on an LSB. The City has the right to move, remove, or destroy the artwork at any time.

### **Proposals will be ineligible if they involve:**

- A breach of intellectual property rights (i.e., somebody else's idea);
- Trademarks, brand or business names, logos or copyrighted images;
- Anything that is harmful to a third party;
- Collage or gluing anything onto the box.

### **What about copyright?**

The artist owns the copyright of the artwork created for the LSB and may use it for portfolio purposes but not commercial purposes for a period of two (2) years. However, the City of Salem may enter into an additional agreement with the artist if commercial products are produced by the City of Salem or the ArtBox Program. The artist further agrees to allow the City of Salem use the artwork image in any noncommercial way, to promote the ArtBox Program and the City of Salem, or associated events. The ArtBox Program and the City agree to use all images in a professional manner and will label all images with the artist's name attached. In addition, the City reserves the rights to make and use promotional footage collected for television, web publication, and other media outlets.

### **What steps are involved?**

1. Applicants should review the enclosed materials including the draft Artist Contract.
2. Applicants need to mail or deliver a complete proposal so it is received by **4:00pm on Monday, April 6, 2015**. Late submissions will not be reviewed.
3. The jury will review the proposals and recommend six artists for the six LSB's.
4. The City of Salem will grant final approval and inform the selected artists.
5. Selected artists will need to sign and return the Artist Contract.

## Other Useful Information

- The City will have the LSB's primed and ready at the appropriate time.
- The City, in consultation with the selected artists, will assign a specific timeslot for each artist to paint the LSB. The anticipated schedule is one LSB painted per week beginning in June 2015. *(As part of the submission, please indicate your availability – see checklist item 4 below.)*
- The City will provide standards as to the types of paint that are allowed based on durability, fading and ability to hold up in weather.
- Selected artists may supply their own materials based on these standards or use the City-supplied color sets.

## Submission Checklist

Only complete submissions will be reviewed by the jury and must be received by **4:00 PM on Monday, April 6, 2015**. Late submissions will not be reviewed.

Please submit the following:

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### Contact Information

Artist name, mailing address, and telephone number.

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### Drawing

The proposal should be submitted on the enclosed "Electric Box Diagram" and should include all sides of the LSB. Artist may also submit a one to one scale portion of the proposed piece – this is optional and not required for a complete submission. Include the artist's signature on the proposal. All submitted proposals become the property of the City of Salem.

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### Artwork Information

Name for the artwork and brief description (50 words or less) of the reasons or inspirations behind the proposal. (This information will be used for publicity about the program.)

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### Availability

Please indicate any week (2) between June 8, 2015 and August 3, 2015 that you would be unavailable to paint the utility box.

## Mail or Deliver the Submission

Mail one printed version of the complete submission to:

ArtBox 2015, City of Salem  
120 Washington Street, 3<sup>rd</sup> Floor  
Salem, MA 01970

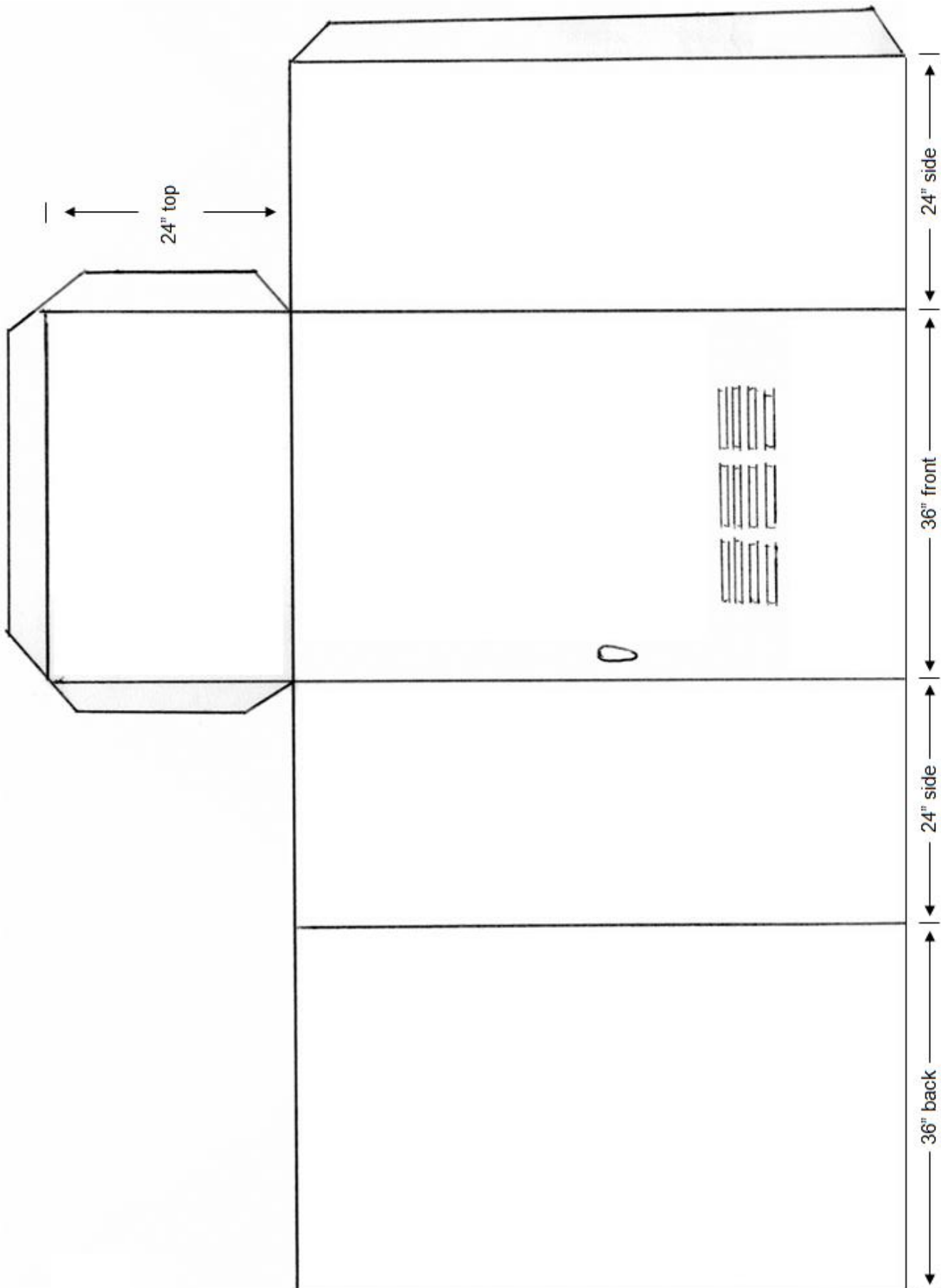
Or deliver the submission to the address above before **4:00PM on Monday, April 6, 2015**.

Questions? Please submit any questions to [artbox@salem.com](mailto:artbox@salem.com)

**ArtBox** 2015 is made possible by the City of Salem  
with support from Waters & Brown Paint & Decorating

## Electrical Box Diagram

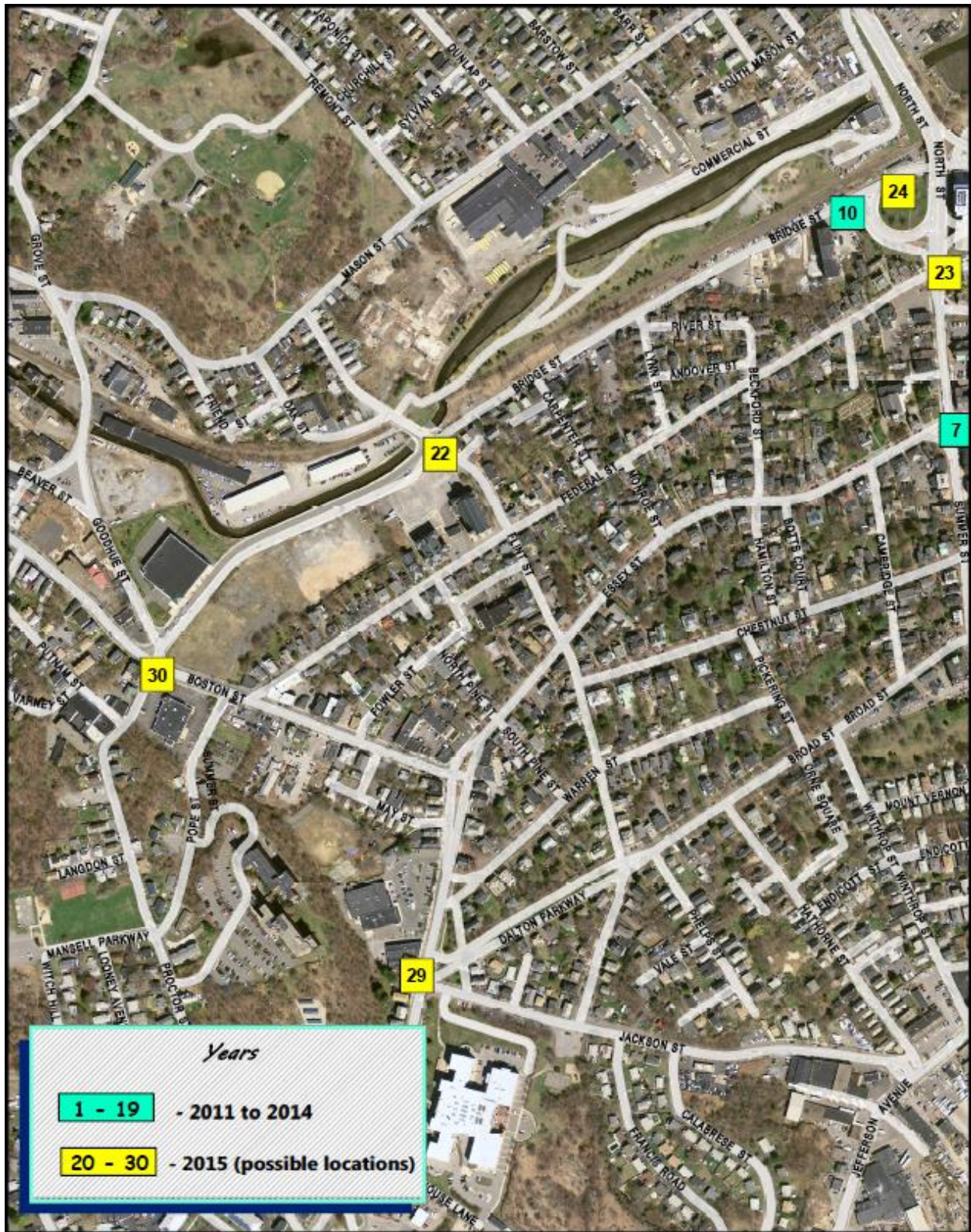
Remember to include all sides in your proposal. If you would like to see the box in 3D, cut along the exterior lines and fold down the interior lines. Note: The actual box may be a different size and the rear panels on three boxes are not easily accessible (or visible).



### **One-to-One Scale Depiction**

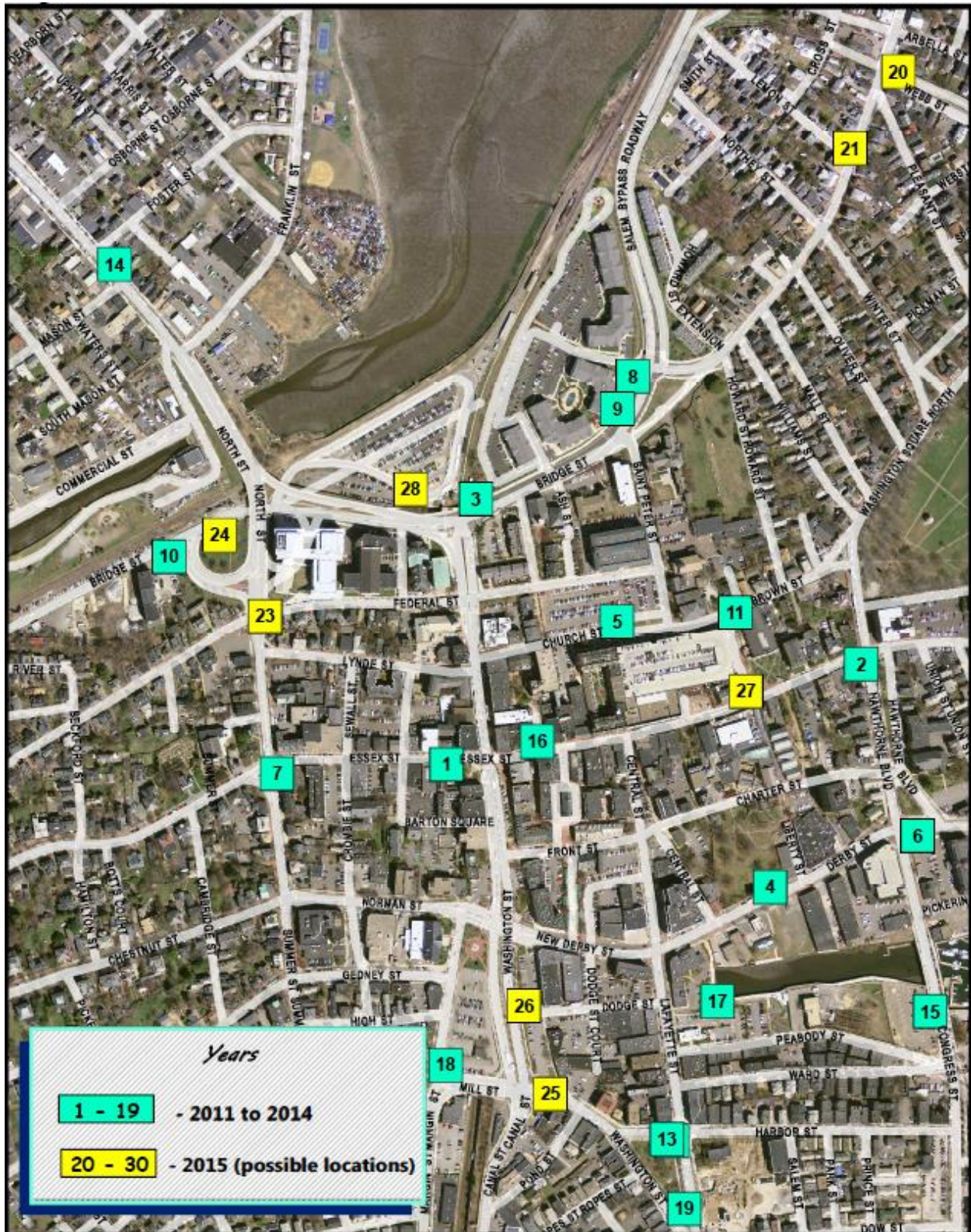
You have the option of using this sheet of paper to present a more detailed, close-up, one-to-one scale portion of your proposed piece. This is meant to provide judges with more content to consider, and an opportunity for the artist to showcase his/her ability in more detail up-close, but is not required for a completed submission.

**Artbox Location Map 1:**



Data Source: Office of Geographic Information (MassGIS), Commonwealth of Massachusetts, MassIT

## Artbox Location Map 2:



Data Source: Office of Geographic Information (MassGIS), Commonwealth of Massachusetts, MassIT

## ArtBox Locations – 2015

The following are locations that have been identified as potential spots for ArtBox 2015. Not all of the locations will be painted and the ArtBox selection committee will determine which boxes are to be painted at the time of artist's selection.

### 1. Bridge and Webb Streets (*Map Number: 20*)



### 2. Bridge and Lemon Street (*Map Number: 21*)



### 3. Bridge Street and Flint Street, (near Landry and Acari & St. Peter's Church)

(Map Number: 22)



### 4. Federal and North Street (Map Number: 23)



**5. Bridge and North Street (inside small park) (*Map Number: 24*)**



**6. Washington and Canal St (*Map Number: 25*)**



**7. Washington Street on Riley Plaza, (near Starbucks) (Map Number: 26)**



**8. Pedestrian Mall (outside of PEM) (Map Number: 27)**



9. Train Station (Map Number: 28)



10. Highland Ave – Across the Street from the Middle School (Map Number: 29)

Another view



11. Boston Street - in front of Walgreen's (Map Number: 30)



**ARTIST CONTRACT**  
**ArtBox 2015**  
**Salem Utility Box Painting Program**

This Agreement between the City of Salem, ("the City"), and \_\_\_\_\_, (the "Artist") is for the painting of the Artist's design submitted as part of ArtBox 2015.

**Section 1. The Artist**

- 1.01** The Artist agrees to paint the design known as \_\_\_\_\_ (the "Artwork") submitted as part of ArtBox 2015. The Artist shall paint the Artwork on the utility box located on \_\_\_\_\_ at \_\_\_\_\_ (number \_\_\_\_). The Artist agrees to commence painting on or around \_\_\_\_\_, 2015, and complete painting by \_\_\_\_\_, 2015. The Artist shall perform all services and furnish all supplies and materials necessary for painting the Artwork at the designated location.
- 1.02** The Artist warrants, represents and covenants that:
- a. The Artwork is a unique and original product of the Artist's creative efforts.
  - b. No alterations to the landscape will be allowed without the consent of the City.
  - c. The Artist shall be responsible for all loss or damage to the site and improvements thereon caused by the Artist's services during the performance of this Agreement.
  - d. The Artist shall defend, indemnify, keep and hold harmless, the City and its agents, officials and employees against all suits, claims, damages, losses and expenses, including attorneys' fees, caused by, growing out of, or incidental to, the performance of this Agreement by the Artist or subcontractors of the Artist if any, to the full extent allowed by the law and not beyond any extent which would rendered these provisions void or unenforceable.
  - e. The Artist shall retain at all times all rights granted under all applicable copyright laws and all other reproduction rights in and to the Artwork, subject however, to such rights as are granted to the City pursuant to Section 2.01 herein.
- 1.03** The Artist owns the copyright of the Artwork and may use it for portfolio purposes but not commercial purposes for a period of two (2) years. However, the City may enter into an additional agreement with the Artist if commercial products are produced by the City or the ArtBox Program.

**Section 2. The City**

- 2.01** Notwithstanding the provisions of Sections 1.02 and 1.03 above, the Artist grants an irrevocable license to the City to make photographs of the Artwork which photographs may be utilized solely in advertising, catalogues, brochures, programs and media publicity and for other non-commercial purposes; such license includes the right of the City to utilize such photographs in the City's catalogues and other similar publications, which right the City agrees to exercise in a tasteful and professional manner consistent with the reputation and professional standing of the Artist; such license also includes the right of the City to make and use promotional footage collected for television, web publication, and other media outlets. It is understood that any use by the City of a photographic image of the Artwork will contain an appropriate credit to the Artist, copyright notice in statutory form setting forth the Artist's name and the date of the publication of the Artwork.
- 2.02** The City has the right to move, remove, or destroy the Artwork at any time.

### **Section 3. Release**

**3.01** For and in consideration of the foregoing mutual promises and obligations, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Artist, the Artist does hereby and by these presents for itself, its predecessors and successors in interest, officers directors, shareholders, employees and agents, and for anyone claiming by or through or under the Artist, fully remise, release, acquit, and forever release and discharge the City from any and all claims or damages of any kind whatsoever relative to any damage or destruction, whether occurring naturally or manmade, of the Artwork being exhibited or to be exhibited by the Artist.

### **Section 4. Compensation**

**4.01** The City shall pay the Artist \$100.00 upon full execution of this Agreement. The City shall pay the remaining \$400.00 within two weeks of completion of the Artwork.

### **Section 5. Termination**

**5.01** The City may terminate this Agreement:

- a. Upon five (5) days' written notice to the Artist if the termination is without fault on the Artist's part. The City shall not be required to make any further payment.
- b. If the Artist fails, refuses or is unable to execute the Artwork for any reason with such diligence to allow timely completion in accordance with the Agreement, the City shall give the Artist written notice of its intention to terminate. Unless satisfactory arrangements to the City are made within five (5) business days, the City may terminate the Agreement without any further payment. In addition, within fifteen (15) days of termination of the Agreement, the Artist shall refund to the City any payments made to the Artist.

### **Section 6. Miscellaneous**

**6.01** This document shall not be construed more strictly against the party who itself or through its agent prepared the document.

**6.02** This agreement may be executed in separate counterparts.

**6.03** Failure of any party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with that provision or any other provision of this agreement.

**6.04** This agreement contains the entire agreement between the parties hereto. No agent, representative or officer of the parties hereto has any authority to make, or has made, any statements, agreements, or representations, either oral or in writing, express or implied, modifying, adding to, or changing the terms and conditions hereof, and none of the parties has relied upon any representations not set forth in this agreement. No dealings between the parties or custom shall be permitted to contradict, add to, or modify the terms hereof. No waiver or amendment to the provisions hereof shall be effective unless in writing and signed by all parties.

Executed as of the dates set forth below.

Artist signature: \_\_\_\_\_  
Printed name of Artist: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
SSN/Taxpayer ID: \_\_\_\_\_

City of Salem, MA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As its: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_