

**City of Imperial Beach
Murals and Policy Guidelines
Application Process**

Thank you for your interest in adding a mural on City's public spaces, buildings, and areas. In an effort to properly review your request and proposed project, please respond to the questions below as detailed as possible:

- Attach any supplemental or support materials to this form.
- If you do not have enough space in the form below to answer questions, please attach a separate page with application question number and your additional text.
- A separate application is needed for each mural per location proposed.
- Incomplete applications will not be reviewed.
- Please be sure to provide answers to all questions below. No fields may be left blank or application will be considered incomplete.
- Artists are required to submit at least 3 photos or videos of their past work.
- After submission of the application, the City will notify you within 30 working days that your submission is complete and is under review or that it is incomplete and must be modified before it will be reviewed. The review process may exceed 60 working days, depending on City Council meeting availability. City staff will conduct a preliminary review before the proposal is presented to the City Council for a final decision.
- No funds will be made available for travel, lodging, storage, or materials. An artist may request in-kind City contribution of City staff time (e.g., visit an area, install signage, move minor equipment), and use of equipment that the City already owns (e.g., a lift). The City will not rent or purchase equipment in support of the mural. Depending on the site, artist may need to rent a lift or scaffolding.
- The project must be completed within 6 months of the City Council approving the proposal. Depending on the mural and location, the City may encourage a community engagement event. The engagement event is an opportunity for the artist to collaborate and partner with the community to ensure public input is part of the mural design process.

City of Imperial Beach Mural Application

Before completing the application, please review City Council Policy number 618 entirely.

Name of Applicant:

Telephone Number: _____ **Email:** _____

Mailing Address:

1. Full Name of Artist (or Artist team):

2. Title of Mural Artwork:

3. A description of how the proposed mural aligns with the City's mission statement and criteria:

4. Provide a description of interest/reason in installing a mural in the City of Imperial Beach:

5. Date of anticipated fabrication date and project timeline:

6. Project Manager – person who will manage all aspects of project installation and will be main contact for the City of Imperial Beach through the installation process (name, address, email, phone):

7. Proposed Location(s) of Work (be as specific as possible, including address if available):

8. Type of Mural (Check all that apply) or provide additional information:

- Mural painted on exterior building or wall
- Mural consisting of tile or other material affixed to exterior building or wall
- Mural painted on interior building or wall
- Mural consisting of tile or other material affixed to interior building or wall

9. Proposed mural dimensions:

Width	Height	Total Area	Dept of mural from plane of wall	Overall mural heigh above grade
Ft.	Ft.	Sq. Ft.	In.	Ft.

10. Color rendering of proposed mural:

11. Provide a site plan of the location (may attach photos, maps or renderings):

12. Budget and Funding (please attach your own form for budget information. Budget must be attached for application to be considered complete):

13. Information on wall preparation, material, and process, protective coating, and maintenance plan:

14. Include and describe at least 3 images/video in a USB file of Artist past work.

15. Provide 3 references (name, phone, address, email):

RESPONSIBILITY STATEMENT & WAIVER

I, _____ (Name) (hereinafter "Artist") have prepared designs of the artwork entitled _____ (Title of the mural) and more particularly described as (description of mural):

hereinafter referred to as "Artwork" and located at (location/address) _____ in the City of Imperial Beach, State of California, and agree that I've read and understand all the mural criteria, goals and objectives. I understand that submitting an application for consideration does not guarantee a final approval, and that the City has the right to accept or reject this application in its sole and absolute discretion.

The above-described Artwork may be considered to be a "work of visual art" and subject to the provisions of the artist's rights of attribution and integrity as set out in the Visual Artists Rights Act, 17 U.S.C §§106A and 113(d) ("VARA"), and a "work of fine art" subject to the provisions of the California Art Preservation Act, Cal. Civil Code §§987 and 989 ("CAPA"). I am an author of the Artwork described herein, and am authorized to waive the

rights conferred by VARA and CAPA, and any rights arising under United States federal or state law, or under laws of another country, that convey rights of the same nature as those conveyed under VARA and CAPA that are herein waived, as against the City of Imperial Beach (City) and its agents, and grant the City a license to reproduce the Artwork as specified below.

1.0 Alterations, Modification or Removal of Artwork. *The Artist acknowledges and understands that the City has the right to remove or otherwise alter or modify the Artwork in its sole discretion. The Artist acknowledges and understands that the installation of the Artwork may subject the Artwork to destruction, distortion, mutilation, or other modification due to the acts of third parties.*

1.0.1 Limited VARA Waiver. *In consideration of the covenants and conditions in this waiver, and except as otherwise provided for in this waiver, the Artist agrees to waive any right that the Artist may have under VARA to prevent the removal of the Artwork, or the destruction, distortion, mutilation, or other modification of the Artwork which arises from, is connected with, or is caused or claimed to be caused by the removal, repair, conservation, maintenance of the Artwork by the City or its elected officials, officers, employees, agents, or representatives, or by the presence of the Artwork at the site. The Artist's VARA rights under this waiver shall cease with the Artist's death and do not extend to the Artist's heirs, successors or assigns.*

1.0.2 California Civil Code Section 987 Waiver. *In consideration of the covenants and conditions in this waiver, the Artist waives any rights which the Artist or the Artist's heirs, beneficiaries, devisees, or personal representatives may have under CAPA to prevent the removal, defacement, mutilation, alteration, or destruction of the Artwork.*

1.1 Conflict. *This clause is intended to replace and substitute for the rights of the Artist under VARA and CAPA to the extent that any portion of this waiver is in direct conflict with those rights. The parties acknowledge that this waiver supersedes those laws to the extent that this waiver is in direct conflict therewith.*

1.2 City's License to Reproduce. *In consideration of the placement of the Artwork on City property, the Artist does hereby grant a non-exclusive, irrevocable, royalty-free copyright license to the City, and to other parties duly authorized by the City, to reproduce the Artwork in any dimension for all standard City educational, public relations, tourism and arts promotional purposes or digital reproductions of the Artwork, and displaying, images to the general public. Such reproductions and transmissions may be magazines, books, newspapers, journals, brochures and pamphlets, exhibition catalogues, films, television, video, websites, slides, negatives, prints and electronic media, DVD, CD, computerized retrieval systems, and by all means or methods now known or hereafter invented in connection with standard City activities.*

1.3 Artist's Representations and Warranties. *The Artist warrants and represents to the City as follows: that the Artist has good and complete rights, title and interest in and to the copyright in the Artwork or is otherwise entitled to license the copyright or holds a copyright license which would allow for the grant of a sub-license for the copyright pursuant to the terms of this waiver and that the ownership of this copyright is not subject to any undisclosed liens, charges, licenses or other encumbrances; and that the mural and/or the granting of this waiver does not and will not infringe any third party's copyrights or other intellectual property rights.*

HEREBY CERTIFY I am the record Artist of the Artwork and that I have read all the license and waiver, this

(Day) _____ day of _____ (month), _____ (year).

By: _____ (Print full name)

Signature: _____