

### City of Imperial Beach Mural Application

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

**Name of Applicant/Sponsor:**

Imperial Beach Arts Bureau

**Telephone Number:**

[REDACTED]

**Email:**

[REDACTED]

**Mailing Address:**

[REDACTED]

[REDACTED]

**1. Full Name of Artist (or Artist team/sponsor):**

Rob Tobin

**2. Title of Mural Artwork:**

Turtle & Wildlife Mosaic

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

A community art project to represent the beauty of local wildlife

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

Beautification of the Public Works facility

**5. Date of anticipated fabrication date and project timeline:**

Fabrication and community art events in October and November 2024, final installation in

December 2024

**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). This could be the artist sponsor:**

\_\_\_\_\_  \_\_\_\_\_  
 \_\_\_\_\_  
 David Frink, Rob Tobin  
 \_\_\_\_\_

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

495 10th Street,  
 \_\_\_\_\_  
 Mosaic panels to be bolted to the fence posts adjacent to the Public Works building on Bayshore Bikeway,  
 \_\_\_\_\_  
 facing west  
 \_\_\_\_\_

**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
- Mosaic panels - tile affixed to concrete board, to be bolted to existing fence posts  
 \_\_\_\_\_  
 \_\_\_\_\_

**9. Proposed mural dimensions:**

Width 7	Height 8	Total Area 56	Depth of mural from plane of wall 3	Overall mural height above grade 8
Ft.	Ft.	Sq. Ft.	In.	Ft.

**10. Color rendering of proposed mural:**

attached  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

attached  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\$10,000 total budget for time and materials. \$5,000 from IB Arts Bureau, \$1,000 from Councilmember Seabury, remainder from other donors. No City funds requested at this time.

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

ceramic tile with grout over thin-set cement over concrete board substrate to be bolted to fence posts

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

attached

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

[Redacted] David Frink, Carol Seabury

**\*Please include a copy of valid certificate of insurance with the property limit amounts as stated in the Policy.**

**RESPONSIBILITY STATEMENT & WAIVER**

I, Rob Tobin (Name) (hereinafter "Artist") have prepared designs of the artwork entitled Turtle Mosaic (Title of the mural) and more particularly described as (description of mural):  
Mosaic depiction of turtles and other wildlife, produced by the Imperial Beach community

hereinafter referred to as "Artwork" and located at (location/address) 495 10th Street 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) 4 day of September (month), 2024 (year).

By: Rob Tobin (Print full name)

Signature: \_\_\_\_\_

Notwithstanding anything in this policy or guidelines, the City may act at any time to protect the health and safety of the public in the event of an emergency and such action may result in the damage, destruction, or removal of a mural.

**Other Considerations**

This policy applies to any existing and future murals on public property and supersedes any written or verbal agreements or understandings.