

**2021 CALL FOR ARTISTS**

***It’s WELCOME Time*: A Utility Box Creative Placemaking Project**



**PROGRAM OVERVIEW**

The Downtown Boston Business Improvement District (BID) is seeking local artists to showcase their artwork on eight utility boxes in the Downtown Crossing District. In an effort to enhance the lives of those who work in, reside in, or are visiting the city of Boston, this project will promote the Downtown Crossing District as a safe and welcoming environment, augment the vibrancy of the District by bringing art into unexpected places, and deter graffiti on the utility boxes.

**PROJECT THEME**

The theme for the 2021 Utility Box Creative Placemaking Project is ***It’s WELCOME Time***. As Boston resets and welcomes family, friends, workers, students, and visitors, we want to honor the variety and diversity of ways we welcome each other. Boston is a city with many greetings traditions, whether it's welcome mats, handshakes or hugs, special foods, flowers, and more. We want to showcase these traditions and spotlight your ideas for new ones. Selected artists will be invited to create their own interpretation of this theme through original designs to be painted on a utility box right in the heart of the city. Underrepresented creatives are especially encouraged to apply.

**ELIGIBILITY**

Join us for the virtual info session at 5-6pm ET, August 2, 2021 to learn more.

This Call for Artists is open to artists living and/or practicing in the Boston area. Artists must be at least 18 years of age to apply. Professional artists or art teachers interested in mentoring student artist(s) throughout the project and installation are welcome to apply. The professional artist/teacher will be considered the primary artist for the project. All artists must be available to complete the installation by October 15, 2021.

**DIVERSITY, EQUITY, AND INCLUSION**

We aim to ensure this project and the artists who participate in it are reflective of the city in which it exists. We encourage artists of all backgrounds and levels of expertise to submit applications for consideration. Candidates are eligible regardless of age, race, religion, color, national origin, sexual orientation, gender, gender identification, marital status, military status, or disability. Black, Indigenous, and people of color (BIPOC), individuals with disabilities, LGBTQIA-identified, and creatives from underrepresented communities are strongly encouraged to apply.

**APPLICATION REQUIREMENTS**

* Completed online application form, found at <https://abcgreaterboston.submittable.com/.>
* 3-5 examples of previous work that represent your artistic style.
* Brief statement of interest, describing your interest in the utility box painting project and its associated theme (100 words or less).
* Up to three designs addressing the theme "*It’s WELCOME Time*.”(Optional for Phase 1, Required for Phase 2)
* There is NO application fee.

**HOW TO APPLY**  
Applications must be submitted electronically via *Submittable*. All application requirements must be met and submitted prior to the August 13, 2021 deadline or the application will not be considered. There is no application fee.

**SELECTION PROCESS AND CRITERIA**The selection process will take place over two phases:

Phase 1: Applicants’ portfolio and statement of interest will be reviewed, and up to 20 artists will be invited to submit new, original designs for a utility box that interprets the theme ***It’s WELCOME Time.*** You can submit optional designs but note that the designs are not required.

Phase 2: The submitted designs will then be evaluated by a committee comprised of Downtown Boston BID leaders, business owners, and members of the local arts community. The committee will select the final team of artists to paint their proposed designs on the utility boxes.

Artists will be selected on the basis of the following criteria:

* Artistic excellence and originality
* Alignment of proposed design with the theme of the project
* Appropriateness of design in regards to the location and audience

**HONORARIUM**

Artists selected in Phase 1 to submit designs will be awarded $100 for their time and work in creating a new, original utility box design. Artists selected in Phase 2 will receive an additional honorarium of $500 to paint their design onto a utility box. This honorarium includes the cost of supplies, which the artists will be required to obtain. These artists will receive 50% ($250) upon submission of the signed Artist Commission Agreement and the remaining 50% ($250) upon completion of the installation.

**PROFESSIONAL PRACTICE**

Artists involved in the installation will receive professional photos documenting their work and the installation process to use in marketing their own professional practices. Artist photos, bios, and website links will also be published on the official project website in an effort to enhance the artists’ visibility and validate their expertise as an artist in the Boston area as they continue to pursue public art projects.



**ADDITIONAL INFO FOR SELECTED ARTISTS (Phase 2 of Application)**

**PROPOSED DESIGNS**

Artists selected in Phase 1 will use the *Design Template* on page 6 to create a rendering of their proposed design(s). Optional: Up to 3 designs may be submitted. Artists will submit their design(s) in Phase 2, along with a brief description (50 words or less) of each.

The *Design Template* provides an outline of a typical utility box. Actual utility boxes may vary in size and shape and have various vents, doors, and handles. Artists should be prepared to adjust their artwork to fit a real utility box at the time of installation.

**BOX SELECTION**

Artists may provide their top three preferred boxes, as shown on the *Utility Box Locations* map on page 10. Location preferences will be considered but cannot be guaranteed.

**ARTWORK STANDARDS**

* All entries must be original work of the artists and must be suitable for viewing by all ages. Entries that use a copyrighted or trademarked image will not be accepted.
* The design should avoid using primarily dark colors to prevent the box from overheating.
* Entries must not contain negative imagery, advertising, political statements, religious references, or sexual content.

**INSTALLATION GUIDELINES**

* The utility box must be painted with a high-grade, water-based, exterior acrylic paint.
* The painted work must cover all four sides and the top of the box, unless a side is physically inaccessible. The artwork cannot restrict any vents or airflow through the boxes at any time during the process. Artwork must not cover any warning labels located on the utility boxes. City of Boston staff must be able to fully access the components inside the box at all times.
* The utility boxes will be cleaned and prepped by the BID prior to being painted by the artists. The BID will also apply an anti-graffiti coat upon completion of the art installation.
* The artists will be responsible for providing all supplies to complete the project, including but not limited to: paint, brushes, water, tape, drop cloths, and any other supplies deemed necessary. Drop cloths must be used at all times, and artists must have materials to clean potential spills on hand throughout the duration of the installation.
* If vandalization occurs that cannot be easily remedied, the artist will be contacted to repair the art. If the artist is not willing or available to restore their work, the box will be painted over and new art may be applied in its place. Compensation for any repairs will be negotiated between the BID and the artist, dependent on the scope of repairs needed.
* Artists are welcome to sign their artwork and include their website or social media handle. Signatures should be located towards the bottom of the box and be contained to a space approximately 4” x 6”.
* This project is intended to be a temporary installation, with an estimated lifespan of 1-2 years.
* The BID will obtain liability insurance to cover participating artists for the duration of the installation process.

**AGREEMENTS**

An Artist Commission Agreement (found on pages 7-9) will be issued to participating artists upon final selection. *Artists may not begin the installation until all required contracts are completed and submitted to the Downtown Boston BID.*

**COVID-19**

The BID will establish precautions regarding the health and safety of participating artists as it relates to the coronavirus pandemic, in accordance with public health guidelines set in place by the State of Massachusetts and the City of Boston during the time of the installation. Artists will be made aware of these guidelines as soon as possible prior to commencing the installation process.

**OTHER INFORMATION**

**Design template can be found** [**on page 6 of this application.**](https://www.downtownboston.org/about-downtown-boston-bid/latest-news/call-for-artists/)

For questions and more information about this project, please visit [https://www.](http://www.tastefulboston.org/)BostonWelcomeTime.com. You can also email Tran Vu, Project Manager, at tranvuarts@gmail.com.



**ARTIST APPLICATION**

***It’s WELCOME Time*: A Utility Box Creative Placemaking Project**

| **INSTRUCTIONS** | | | | |
| --- | --- | --- | --- | --- |
| This application form is a template for your reference only. The contents of this form for submission purposes are available electronically.  All materials must be submitted at:  <https://abcgreaterboston.submittable.com/submit/170137/tasteful-boston-utility-box-creative-placemaking-project>.  **The deadline to submit applications is August 13, 2021.** | | | | |
|  | | | | |
| **ARTIST CONTACT INFORMATION** | | | | |
| FIRST NAME: |  | LAST NAME: | | |
| STREET ADDRESS: | | CITY: |  | |
| ZIP CODE: | | PHONE: |  | |
| E-MAIL: | | WEBSITE (if you have one): | | |
| ARE YOU 18 YEARS OF AGE OR OLDER? | | YES | NO | |
|  | | | | |
| **ARTIST BACKGROUND AND AVAILABILITY** | | | | |
| HOW DID YOU HEAR ABOUT THIS PROJECT? | | | | |
| IF SELECTED, I WILL BE AVAILABLE TO COMPLETE THE INSTALLATION BETWEEN SEPTEMBER 8 AND | | | | |
| OCTOBER 1, 2021 | | YES | NO | |
|  | | | | |
| **TERMS OF AGREEMENT** | | | | |
| *By signing below, I acknowledge that I have read, understand, and agree to the terms and conditions of this project, outlined in the Call for Artists and Artist Commission Agreement attached to this application.* | | | | |
| APPLICANT SIGNATURE: | | | | DATE: |
|  | | | | |
| **APPLICATION CHECKLIST** | | | | |
| * COMPLETED ONLINE ARTIST APPLICATION FORM * 3-5 EXAMPLES OF PREVIOUS WORK THAT REPRESENT YOUR ARTISTIC STYLE | | | | |
| * STATEMENT OF INTEREST (100 WORDS OR LESS) * OPTIONAL: UP TO THREE DESIGNS (PHASE 1) | | | | |





**ARTIST COMMISSION AGREEMENT**

Downtown Boston Business Improvement District

101 Arch Street, Suite 160

Boston, MA 02110

[Date]

[Artist]

**RE: Artist Commission Agreement**

Dear [Artist’s name or Artists’ names]:

We are very excited to work with you on our latest creative placemaking project, *It’s WELCOME Time*. We greatly admire your work and we are thrilled for you to share it with the City of Boston. The purpose of this letter is to confirm the scope and terms of the project.

As part of your participation in the Project, you agree to the following terms:

* **Scope of Work.** You agree to paint the utility box located at \_\_\_\_\_\_\_, Boston, MA 02210 (the completed painting hereinafter referred to as “the Work”) per your design you submitted to us and appended as Exhibit A (hereinafter, “the Design”).
* **Payment.** The honorarium for this project is $500. We agree to pay you $250 upon receipt of a signed copy of this Agreement, and the $250 balance upon completion of the installation of the Work. This honorarium is provided in addition to the $100 awarded upon submission of the initial design(s).
* **Materials.** You agree to prepare the Work using a high-grade, water-based, exterior acrylic paint. You agree to obtain all materials required to complete the Work.
* **Project Timeline.** You agree to complete the Work by October 15, 2021.
* **Copyright Ownership.** You retain all rights in the Design under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Design for the duration of the copyright.
* **License.** You agree to and do grant us a worldwide, irrevocable, non-exclusive, royalty-free license to use and enjoy the Design for noncommercial purposes, including, but not limited to, reproduction used in brochures, media publicity, and exhibition catalogues or other similar publication provided that these rights are exercised in a tasteful and professional manner. All reproductions by us and our agents shall contain a credit to you and a copyright notice in substantially the following form: © [Artist’s name, date of publication].
* **Model Release.** You grant to us and our agents an irrevocable license to use and publish video and/or photographs of you in connection with or related to the performance of this Agreement.
* **Artist’s Rights.** You retain all rights under state and federal laws including §106A of the Copyright Act of 1976. We agree that for the terms of this Agreement, we will not intentionally alter, modify, change, destroy or damage the Work without first obtaining permission from you. If any alteration or damage to the Work occurs, you shall have the right to disclaim authorship of the Work in addition to any remedies you may have in law or equity under this Agreement.
* **Artist as an Independent Contractor.** You agree to perform the project under this Agreement as an independent contractor and not as an agent or employee of ours.
* **Vandalization.** We agree to seal the utility box with an anti-graffiti clear coat upon completion of the installation of the Work. If vandalization occurs that cannot be easily remedied, you will be contacted to repair the Work. If you are not willing or available to repair the Work, we will paint over the utility box and new art may be applied in its place. Compensation shall be negotiated and determined by the extent of the damages caused and the amount of repair work required.
* **Nondiscrimination.** You agree not to discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.
* **Indemnification.** Each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys’ fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct. We also agree to indemnify, defend, and hold you harmless from and against any loss, cost, or damage of any kind (including reasonable outside attorneys’ fees) to the extent arising out of the negligence or willful misconduct of us or our agents.
* **Waiver.** The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.
* **Force Majeure.** We agree to grant to you a reasonable extension of time in the event that conditions beyond your control render timely performance of your services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party’s reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.
* **Choice of Law.** This contract is governed by the laws of the Commonwealth of Massachusetts both as to interpretation and performance.
* **Entire Agreement.** This Agreement comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

If this letter reflects your understanding of the Agreement, then please sign below and return to us at your earliest convenience.

We very much look forward to working with you!

Best regards,

The Downtown Boston BID

ARTIST’S ACKNOWLEDGEMENT:

Signature Date

Printed Name

**TENTATIVE UTILITY BOX LOCATIONS**



