



## ARTWalk Call for Entries

ARTWalk is a community public art program presented by the Rochester Downtown Alliance (RDA) that showcases art throughout Downtown Rochester. In 2019, the RDA will expand ARTWalk with various placemaking initiatives using art for murals, re-purposing alley doors, and other projects featuring the existing artwork of local and regional artists.

- RDA is inviting artists to submit images for this project. Rather than commissioning specific artworks, we are asking for images of new or existing artworks.
- Initially, artists are offered the opportunity to submit no more than two images that would fit a 48" x 84" single door, two images that would fit a 72" x 84" double door, and two images that would fit a 20' x 20' mural. Each image should be cropped by the artist upon submission to fit these formats - some additional cropping may be necessary. Submitted images may be of artwork in its entirety or a detail.
- Compensation for the use of submitted artwork shall be \$200 per image, per door location and up to \$500 per image, per mural. The RDA specified compensation will be for image use only and will not assume any ownership of the original artwork. All inquiries for purchase of the original artwork will be directed to the Artist.
- Since the final applied product will be in vinyl, photographic images of artwork in any medium are acceptable and encouraged.
- Only images submitted via email and accompanied by a signed Artist Contract will be considered for inclusion in a Dropbox catalog. Images should be submitted at up to 300 dpi and sent in a file no larger than 10 MB total.
- Building owners/sponsors will be given access to the Dropbox catalog and will choose the image(s) for use on their property.
- Once selected, RDA will require a tenth scale, 750-1000 dpi version of the image for professional production and application. If the artist doesn't have a high-resolution version or cannot provide one, RDA will hire a professional photographer to contact the artist and arrange a photo shoot. Selected images will be removed from the catalog and may be replaced by the artist with another image for future consideration.
- **Please do not submit artwork you do not own or don't know that you will have access to for a high-resolution photograph.**
- Once artwork is applied to a surface, an image of that artwork may be used in non-commercial promotion of the Art Walk program, including but not limited to a GPS-based, interactive map on the RDA website. The artist will be credited by name in any such promotion.
- RDA reserves the right to accept or reject any artwork submitted for inclusion in this program.



# Artist Contract

ARTWalk is a community public art program presented by the Rochester Downtown Alliance (RDA) that showcases art throughout Downtown Rochester.

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Rochester Downtown Alliance ("RDA") and \_\_\_\_\_ (hereafter referred to as "Artist"), as follows:

1. RDA is the administrator of the ARTWalk and the 3rd Street Alley Project, pursuant to which artistic works are included in a Dropbox or other electronic catalog where property owners or operators, accepted by RDA in its discretion for project participation ("Property Owner(s)"), can select work(s) for installation and display on alley, and other metal doors and surfaces in Downtown Rochester, Minnesota, approved by RDA at its discretion (collectively, "Project"). The Artist is the creator of the artistic work attach hereto and incorporated by reference herein as ("Work"). RDA has selected Work for inclusion in Project, and subject to the terms and conditions of the Agreement, Artist licenses and authorizes RDA's use of Work in Project.
2. Upon entering into this Agreement, Artist will transfer to RDA materials and media embodying, describing, and/or depicting Work, in the form and format specific by RDA and RDA's use under this Agreement, including without limitation, RDA's inclusion of Work in Project.
3. Artist grants to RDA the right to use Work in Project, and in connection therewith, grants RDA a royalty-free, universal, perpetual and irrevocable license to reproduce, transmit, and display Work as part of RDA's Art Walk project and other in connection with Art Walk, and to reproduce Work for installation and display. In addition, for valuable consideration, namely a RDA specified one-time per image, per location fee, Artist licenses RDA to reproduce and install Work, and to grant to Property Owner(s) by sub-license the right to display Work as part of Project, which license and sub-license will be otherwise royalty-free, universal, perpetual, and irrevocable. Further, Artist grants to RDA the right to use Work in connection with Project advertising, marketing, and promotion in every form and media, whether now or later known. Payment of fee to the Artist will be remitted within fifteen business days of the final installation. The RDA specified fee shall be for image use only and shall not assume any ownership of the original artwork. All inquiries for purchase of the original artwork will be directed to the Artist.
4. Artist also grants to RDA the right to use Artist's name, image, likeness, and biographical information in connection with advertising, marketing, and promotion of Project, including but not limited to Work. Artist also agrees that license is for a single use of the image within the public space of the RDA's Special Service District for the duration of the Project.
5. Artist is an independent contractor, using Artist's own means and methods to create Work. Nothing in this Agreement or otherwise is intended or to be construed to create an employer-employee, joint venture or partnership between the Artist and RDA. Artist agrees that Artist is solely responsible for payment of all taxes and contribution owing in either a personal or professional capacity on, or arising



out of, any payment made to Artist under this Agreement and to indemnify RDA for any such taxes, contribution, or penalties RDA may be compelled to pay. As an independent contractor, Artist shall not and hereby waives any right to participate in and Benefits under any compensation arrangement or employee benefit plan sponsored, maintained by, or contributed to by RDA, regardless of whether or not Artist subsequently is reclassified as an employee of RDA by Internal Revenue Service rules, regulation, or the interpretation thereof, or otherwise.

6. Artist and RDA each represent and warrant to the other that they are authorized to enter into this Agreement. Artist represents to RDA that Work is original and does not infringe or violate any copyright, trademark, patent, or other proprietary or contract right of any third party; that Artist has the right to confer the license and sub-license rights granted herein and that doing so does not violate any contract right of any third party; that Artist is the owner of all right, title, and interest in Work, including without limitation copyright. Artist waives any so-called "moral rights" of authors, including but not limited to, any integrity or authorship attribution rights with respect to Work and agrees that RDA may change, add to, subtract from, or otherwise modify Work in its discretion.
7. If RDA deems it necessary in the future, Artist will execute and deliver to RDA any documents which may be required to effectuate the terms of this Agreement.
8. This Agreement contains the entire agreement between RDA and Artist with respect to its subject matter and replaces all of agreement by and between them with respect thereto. This Agreement can only be modified or changed in writing signed by both parties. No waiver of any provision of this Agreement will be binding unless in writing and signed by the waiving party. This Agreement will be governed by the laws of Minnesota, and any disputes related to or arising under this Agreement will be adjudicated in the courts in Rochester, Olmsted County, Minnesota, to which jurisdiction and venue both parties consent as the exclusive jurisdiction and venue therefor.

**Artist**

Artist Name (Print First & Last): \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**To Submit Please Email the Following Items to Karli McElroy No Later than March 31, 2019:**

1. Signed Artist Contract
2. Completed W9 Form
3. Up to Six Submitted Images (see page 1)

**RDA Contact Information:**

Karli McElroy

Rochester Downtown Alliance, Senior Director of Placemaking

[kmcelroy@rdowntownalliance.com](mailto:kmcelroy@rdowntownalliance.com), 507-216-9883