

Richmond Town Center Building - Window Mural Agreement v10.13.2020

Purpose

Art enhances and promotes our identity as a livable, creative town and a desirable place to live, work and visit. The purpose of the window murals is to visually inspire community-building and connection through art at the Town Center Building which is at the heart of the Richmond community.

The purpose of the Town Center Mural agreement is to clarify and make transparent the guidelines and process for the display of murals on the Town Center building.

This agreement formalizes the relationship between the Town of Richmond and Radiate Art Space to allow Radiate Art Space to curate temporary window murals on specified windows of the Town Center Building, under the delegated authority of the Selectboard.

The display of art in or on the Town Center Building is under the authority of the Selectboard. The Richmond Town Center Building Mural Policy may be amended or terminated by a majority vote of the Selectboard.

Radiate Art Space appreciates the trust of the Selectboard and Town Manager in formalizing the permission to continue to paint the boarded up windows on the Town Center building. We also appreciate and recognize the ongoing trust and support of the Richmond community and the many organizations, institutions, and businesses with whom it partners.

1. Definitions

"ARTIST" - Radiate welcomes participation by any artist, whether novice or professional, to participate in the mural process.

"CURATOR COMMITTEE" – The Radiate Board of Directors, a private nonprofit entity that includes visual arts professionals and community members who contribute their knowledge and expertise to curate art.

"WINDOW MURALS" -- Temporary window murals on the Town Center building will be painted "in situ" by the selected artist(s) under Radiate supervision only in locations that have been approved in advance by the Selectboard. Namely, the boarded up windows on the ground floor of the building; more specifically, the seven boarded up windows facing Bridge Street, and the four windows facing the parking lot nearest the Bridge Street entrance also on the ground floor.

"TEMPORARY" in this case means a period of time not to extend beyond 12 months

2. Process

- A. Window murals will be repainted at least once a year.
- B. A Call for Artists/Proposals for new window mural ideas will be publicly posted by Radiate Art Space.
- C. Proposals will be submitted via a structured form that will require enough details for guiding a review. Forms may be submitted online or paper copies mailed to Radiate.
- D. Proposals will be reviewed based on the selection criteria, and the final decision will be made by the committee. If a consensus cannot be reached by the committee within a reasonable amount of time as determined by the committee, then a vote shall be taken with the majority carrying the decision.
- E. Radiate Art Space will be responsible for preparing the window space, all communication with the artist(s), organizing the painting process with teaching/support if necessary, providing the materials used (namely acrylic paint), overseeing the maintenance of the artwork in the event of defacing or degradation from the weather.
- F. Artist(s) will be responsible for mock-up sketches and lists of supplies needed prior to painting. They will be responsible for painting their murals “in situ” within a specified time frame and cleaning up the area and all materials afterward. Artist names, statements and any supporting materials for their piece must also be provided to be posted on the same date as the art is installed. Artists will also be responsible for any special supplies needed that are not normally supplied by Radiate.

3. Content and Selection Criteria

- A. Because the Town Center is a non-public forum, the Curator Committee can put reasonable restrictions on topics.
- B. Criteria for Inclusion. A series of questions will be used as guiding the decision-making of the Curator’s Committee. This *may* include (but is not limited to) the following. **Does the content:**
 - 1. Fit with overarching goal of community-building? Provide a source of pride, aesthetics, highlight the uniqueness of historical or local resources, or is educational?
 - 2. Fit with the Town Vision and the community’s goals more broadly? With goals or positions adopted by the Selectboard or Town officials?
 - 3. Give voice to marginalized groups? Support diversity in racial, cultural, socio-economic, gender, or sexual identities?
 - 4. If educational, stimulate fruitful discussion or debate?
 - 5. Other factors to be considered in determining what content is selected may be based on seeking a **balance and variety** in the types of topics and groups selected. (For example, if a teen group did the last murals, a senior group might get priority if both proposals are deemed equally appropriate).
- C. Criteria for Exclusion. All mural proposals will be subject to rejection if the content contains any:
 - 1. political slogans, political candidates, ballot items (Local, state or national), legislation or law proposals

2. religious content
3. hate speech or images that degrade, stigmatize or discriminate against others
4. violent, graphic, pornographic content
5. advertising of goods, services, or businesses

4. Transparency

Transparency will be achieved through several actions:

- A. The Call to Artists/Proposals will be publicly posted.
- B. Anyone can propose an idea for new murals by submitting an online proposal.
- C. Outdoor signage will accompany the art indicating who the artists are, and where more information about the murals can be found.
- D. Online information about the artists, artist statements and any other accompanying information will be posted on Radiate's website and by a link on the Town of Richmond website to that information.

5. Ownership

All copyright privileges associated with a window mural shall be assigned to the Artist without exception. The Artist(s) shall in turn grant Radiate Art Space and the Town of Richmond the right to display and reproduce the work of art, at the sole discretion of Radiate Art Space and the Town, in two-dimensional form for non-commercial purposes.

6. Artist Assurances

- A. Prior to painting the murals, the artist(s) must agree that their work is for temporary display only, and that their art will be repainted or removed at a future point, not to exceed 12 months.
- B. The Artists(s) agree not to hold Radiate Art Space or the Town liable for any and all damages or loss to the Artist(s) or the artwork(s).
- C. On-site activity in connection with the installation and removal of the artwork shall be handled by the Artist(s) and/or Radiate Art Space, unless agreed in advance by the Town Manager.
- D. Radiate will bear all costs associated with the window mural painting process and removal. The Town of Richmond will incur no costs.

7. Duration

- A. The duration of this trial agreement extends to 1 year, at which point the Selectboard may renew, extend, or terminate the agreement.
- B. If the agreement is terminated, Radiate is responsible for the removal of the art within 30 days of the termination of this agreement. The window coverings will be repainted in appropriate white outdoor latex paint in keeping with the rest of the building.
- C. If any of the designated windows are replaced with working windows, the murals painting agreement will be terminated for those windows.

Signatures

(Selectboard member) _____ Date _____

(Radiate Executive Director) _____ Date _____