

PUBLIC ARTWORK APPLICATION FORM

Town of Creston



HOW TO APPLY FOR INSTALLATION OF PUBLIC ARTWORK

The Town of Creston has an extensive policy framework to allow Council to make an informed decision related to the installation of public artwork, including murals. Read the Town of Creston policy and guidelines carefully.

Applications that do not include all the required materials (review checklist) will not be processed for Council's consideration. Allow for up to four to six weeks for processing applications and receiving Council approval.

APPLICANT CONTACT DETAILS

Date of Application (YYYY-MM-DD):		Indicate whether installation if on public or private property	
		<input type="checkbox"/> Public Property	<input type="checkbox"/> Private Property
Lead Organization (if applicable)			
Contact Name / Project Coordinator			
First name *		Last Name *	
Email Address (considered the most efficient and prompt way we can communicate with you)			
Mailing Address *		Phone Number *	
<i>Note: If only a mailing address is provided, our response timelines may be extended.</i>		<i>Note: We only call if we require clarification.</i>	

CHECK ALL ITEMS SUBMITTED WITH APPLICATION

<input type="checkbox"/>	Site location (photograph)	<input type="checkbox"/>	Time Schedule (installation & clean up)
<input type="checkbox"/>	Preliminary sketch or mock up of art	<input type="checkbox"/>	Mural maintenance plan
<input type="checkbox"/>	Objectives and scope of project	<input type="checkbox"/>	Proof of liability insurance
<input type="checkbox"/>	Permission from Property Owner	<input type="checkbox"/>	Signed contract with artist
<input type="checkbox"/>	Permits from Municipality (if applicable)	<input type="checkbox"/>	Outline of method / products used
<input type="checkbox"/>	Budget & Funding Sources for Project	<input type="checkbox"/>	Outline public consultation (if req.)
<input type="checkbox"/>	Proof of Funding	<input type="checkbox"/>	Plan for maintenance

Note. Submission of an application does not constitute approval. The Town of Creston Council will only review completed applications. Incomplete applications may add additional time for approval. If permits are required (sign permit for logos and advertising, or building permits for installation of materials), then these permits shall be obtained PRIOR to submitting this application.

BUDGET / FUNDING SOURCE

Provide a budget of project, including secured funding sources. Proof of funding source is required. A detailed budget may be attached to the application as a separate document.

Budget Details	
<u>EXPENSES</u>	
Artist Fees	\$ _____
Material Costs (paint, brushes, rollers, installation hardware, etc.)	\$ _____
Scaffolding (required if artist has to work above 3m)	\$ _____
Traffic Management Plan (if applicable)	\$ _____
Health & Safety – ladder, traffic cones, telescopic arms, high visibility vests, face masks, drop sheets, etc.	\$ _____
Miscellaneous fees	\$ _____
TOTAL EXPENSES	\$ _____
<u>FUNDING SOURCES</u>	
Private Donations	\$ _____
Grants (Provide sources):	\$ _____
Contributions in lieu of cash:	\$ _____
TOTAL FUNDING SOURCES	\$ _____
<p><i>Note. Proof of all funding sources are required, including confirmation that funding is allocated for s purposes. For example, a grant approval must show that the grant is to be spent on public art on either pu or private land.</i></p>	
<p>List of budget enclosures (include copies of any documentation supporting budget and funding)</p>	

PROPOSED SITE OF PUBLIC ARTWORK

CIVIC ADDRESS *	
Property Owner Contact Information (complete only if privately owned)	
First name *	Last Name *
Email Address (considered the most efficient)	
Mailing Address *	Phone Number *
<i>Note: If only a mailing address is provided, timelines may be extended.</i>	<i>Note: We only call if we require clarification.</i>

Note. A signed agreement with a private owner is required to be submitted with the application.

PROJECT INFORMATION

Provide a brief description of the project (max. 500 words).

Outline the objectives and goals of the project (max. 500 words).

Outline the project schedule – set-up, installation and clean-up (max. 250 words).

Outline maintenance and roles / responsibilities (max. 300 words).

Describe inspection plan for maintenance needs and timing for required repairs (max. 300 words).

Outline method and products used for public art installation (max. 300 words)

Outline community consultation (required if within 60m of residential zoning) (max. 300 words)

TERMS AND CONDITIONS OF PUBLIC ARTWORK PROGRAM

_____ (the "Applicant") hereby represents and warrants to the Town of Creston (the "Town") that:

- (a) the Applicant is the legal and beneficial owner of the property located at _____ (the "Property") OR has obtained the consent of the legal and beneficial owner of the Property to participate in the Public Artwork Program by obtaining and submitting with this document a signed release and consent of the property owner in the form attached as Appendix 2;
- (b) the Applicant has full power and authority to enter into the terms and condition attached hereto as Appendix 1; and
- (c) no other person or entity is required to consent to the completion of the mural described in the Applicant's Preliminary Application for the Public Artwork Program (the "Project"), including, without limitation, any tenant, occupant, or operator of the Property.

The Applicant agrees that by signing and submitting this document, they are bound by the terms and conditions attached hereto as Appendix 1.

The Applicant will disclose to the Town any additional funding or support they have received or requested for the Project from any public entities, such as the Regional District, Columbia Basin Trust, etc.

The Applicant will ensure that the Project complies, and that all persons involved in the Project will comply at all times, with all applicable health and safety requirements contained in applicable statutes, regulations, codes and by-laws, and, to the Town's satisfaction, with Town policies for workplace safety, and, without limitation to the foregoing, the Applicant shall ensure that all persons involved in the implementation of the Project are protected under the Workers Compensation Act.

Applicant / Authorized Signatory of Applicant

Print Name: _____

Date: _____

FOR TOWN OF CRESTON USE ONLY

Application received on the ____ day _____, 2020, and accepted by:

Name: _____ Signature: _____

Appendix 1
Terms and Conditions

1. Definitions

The defined words below have the following meanings in these Terms and Conditions:

- (a) "Application" means the Application for the installation of public artwork submitted by the Applicant to the Town;
- (b) "Town" means the Town of Creston;
- (c) "Conceptual Drawing" means the initial conceptual drawing of the Project submitted to the Town by the Applicant with its Application;
- (d) "Final Completion Date" has the meaning given to it in section 4(a);
- (e) "Final Drawing" means the final drawing of the Project submitted by the Applicant and approved by the Town.
- (f) "Program" means the Public Artwork Program;
- (g) "Project" means the public artwork described in the Applicant's Application for the Program;
- (h) "Project Completion Date" means the date on which the Applicant submits a photo of the completed Project pursuant to section 4(b); and
- (i) "Materials" has the meaning given to it in section 2(a).

2. Use and Purpose of Material Funding

- (a) Any and all materials (the "Materials") provided to the Applicant by the Town in connection with the Program must be used only for the Project as detailed in the Application, Conceptual Drawing and Final Drawing. Materials may include requests to use traffic cones, barricades, etc. and is dependent on Council's approval of the Project.
- (b) The Applicant must submit the Final Drawing for the Project to the Town for approval prior to the provision of any Materials by the Town.
- (c) The Applicant must notify the Town of any proposed material changes to the Project from the description of the Project set out in the Application, the Conceptual Drawing or the Final Drawing. The Materials may be used for such changes only with the prior written consent of the Town.
- (d) The Applicant must not transfer or assign any of the Materials to any other person or entity without the prior written consent of Town.
- (e) The Applicant is responsible for the selection and management of the artist(s) performing the artwork installation for the Project, including any arrangements or agreements that must be made with the artist(s) for the design, installation and maintenance of the Project.
- (f) Other than the Materials, the Applicant is responsible for any and all costs related to the Project, including but not limited to, picking up required materials from vendors, equipment rentals, any required permits and insurance, substrate cleaning, artist payments and any resulting damages.
- (g) The Applicant agrees that the Town may use photos of the mural on the Town of Creston's website and any of promotional materials of the Town. The Town shall credit the artist(s) in any such use. The Applicant shall ensure that the artist(s) is/are aware of and agrees to the foregoing.
- (h) The Project must at all times comply with the Town of Creston's Public Artwork or Mural Guidelines, Sign Bylaw, Zoning and Development Bylaw and any other applicable bylaws.

3. Site Access

If the public artwork is on Town property, and:

- (a) a primer coating to be applied by a contractor of the Applicant to prepare a surface; or
- (b) a sacrificial protective coating to be applied to the mural surface by a contractor of the Applicant;

then the Town hereby consents to the Applicant that the contractor may access the Property for such purposes. The Applicant will direct its contractor to coordinate any required access to the Property with the Applicant.

4. Project Completion Time

- (a) The Project must be completed no later than October 31 of the calendar year (the "Final Completion Date") unless the Town provides prior written approval of an extension.
- (b) Upon completion of the Project, the Applicant shall submit to the Town a minimum of one digital photo with a minimum resolution of 300 dpi depicting the completed Project in its entirety. The Applicant acknowledges that the completed Project is subject to inspection by the Town.
- (c) In the event that any portion of the Project is incomplete or unsatisfactorily completed, as determined by the Town, on the Final Completion Date or any extension thereof, the Applicant shall, upon request by the Town, immediately complete the project or have the project removed. If the Applicant does not comply within ten (10) days, the Town may take remedial action charging all remedial costs, administration fees and interest to the Applicant.

5. Release and Indemnity

- (a) The Applicant acknowledges and agrees that the Applicant will be responsible and liable for all damages, losses, costs, actions, causes of action, claims, demands, liens, liabilities, expenses and indirect or consequential damages of any kind and nature whatsoever (collectively, "Losses"), caused by, resulting from, arising out of, or incidental to the Project, including, without limitation, any Losses resulting from any negligent act of omission of the Town or its personnel or contractors (collectively, the "Released Parties").
- (b) The Applicant, for itself and any person or firm claiming through the Applicant, hereby releases and discharges each of the Released Parties from and against all Losses which may arise or accrue to the Applicant, that arise out of, or would not have been incurred but for the Project whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of any of the Released Parties; and the Applicant hereby covenants and agrees to indemnify and save harmless each of the Released Parties, from and against all Losses which may arise or accrue to any person or firm against any of the Released Parties or which any of the Released Parties may pay, incur, sustain or be put to, by reason of or in connection with:
 - i. the Project;
 - ii. the Town's supplying Materials; or
 - iii. any personal injury, property damage or death,

whether or not such Losses are a result of, or relate in any way to any negligent acts or omissions on the part of any of the Released Parties.

6. Maintenance Obligations

- (a) The Applicant shall maintain the Project in good repair for a period of two years from the Project Completion Date (the "Maintenance Period"). If the Project is subject to any graffiti, vandalism or other damage during the Maintenance Period, the Applicant shall clean, repair and/or remove such graffiti, vandalism or damage, as the case may be, while preserving the Project within ten (10) working days of notification from the Town. The Applicant acknowledges and agrees that neither the Town nor the artist(s) are responsible for maintaining the Project.
- (b) The Applicant shall at all time remove any and all graffiti vandalism on their property in accordance with Town of Creston's Property Maintenance Bylaw 1813 or any successor bylaw.
- (c) The Applicant agrees to permit the Town, or any contractor of the Town, including the Project artist(s), to enter onto the Property for the exclusive purpose of repairing the Project in the event that the Applicant does not maintain the Project in accordance with these Terms and Conditions, for a period of two years from the Project Completion Date. The Town may invoice the Applicant for its reasonably incurred costs in connection with such repair and the Applicant shall promptly pay the Town the amount set out in such invoice.

7. Notifications and Communications

Any requests, notifications and materials that the Applicant is required to submit to the Town pursuant to these Terms and Conditions must be submitted in writing to:

Town of Creston
Attention: Municipal Services Coordinator
PO Box 1339
Creston, BC V0B 1G0

OR

communityservices@creston.ca

Appendix 2
Property Owner Consent and Release

The undersigned (the “**Property Owner**”) gives its consent to the Town of Creston (the “**Town**”) and to

_____ (the “**Applicant**”) to participate in the Public Artwork Program, including consent for the Applicant, the Town and any contractors of the Town to access the property

located at _____ (the “**Property**”) to paint a mural or install public artwork and to perform any subsequent maintenance obligations.

The Property Owner represents and warrants to the Town that:

- the Property Owner is the legal and beneficial owner of the Property;
- the Property Owner has full power and authority to grant the above consent and the below release and indemnity; and
- no other person or entity is required to consent to participation in the Public Artwork Program on the Property, including, without limitation, any tenant, occupant, or operator of the Property.

The Property Owner acknowledges and agrees that the Property Owner will be responsible and liable for all damages, losses, costs, actions, causes of action, claims, demands, liens, liabilities, expenses and indirect or consequential damages of any kind and nature whatsoever (collectively, “**Losses**”), caused by, resulting from, arising out of, or incidental to its participation in the Public Artwork Program, including, without limitation, any Losses resulting from any negligent act of omission of the Town or its personnel or contractors (collectively, the “**Released Parties**”).

The Property Owner, for itself and any person or firm claiming through the Property Owner, hereby releases and discharges each of the Released Parties from and against all Losses which may arise or accrue to the Property Owner, that arise out of, or would not have been incurred but for its participation in the Mural Repair Program whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of any of the Released Parties; and the Property Owner hereby covenants and agrees to indemnify and save harmless each of the Released Parties, from and against all Losses which may arise or accrue to any person or firm against any of the Released Parties or which any of the Released Parties may pay, incur, sustain or be put to, by reason of or in connection with:

- i. the Mural Repair Program;
- ii. the Town’s supplying certain materials pursuant to the Public Artwork Program; or
- iii. any personal injury, property damage or death,

whether or not such Losses are a result of, or relate in any way to any negligent acts or omissions on the part of any of the Released Parties.

Property Owner / Authorized Signatory of Property Owner

Print Name: _____

Date: _____