	<b>City of Maricopa CITYWIDE POLICY</b>	Effective Date: 4/2/2024
		Policy Number: POL 24-01
		Prior Revision Date: N/A
<b>Culture &amp; Arts On Display</b>		

**Scope**

The City of Maricopa (City) will allow periodic art exhibitions in city buildings or on city grounds. Artists interested in displaying their artwork must submit to the Culture Affairs & Arts Advisory Committee (CAAAC):

- One Application Form, Exhibit A
- Artwork samples (representative photographs, digital photos, slides, or link to artist website).

Only artwork that meets general community standards will be considered, as recommended by the CAAAC and approved in the sole and absolute discretion of the Community Enrichment Department. All materials should be designed to promote creativity, collaboration, and respect for the community. Materials that promote violence, discrimination, divisiveness, and exclusion are prohibited and will result in immediate removal of the material.

**Submission and Selection for Display Requirements**

Artists who are selected to display their artwork will be required to:

1. Read and sign a Display Agreement for all artwork submitted for display, Exhibit A.
2. Complete and submit an Art Inventory Sheet\* [or “Artist’s Statement”] including title or the work/item, medium, dimensions, brief description if applicable, and sale price if applicable, for each piece/item submitted. The work submitted for the gallery, if selected, will be exactly what is displayed in the gallery.
3. Deliver artwork at the dates and times coordinated by CAAAC and approved by the City.
4. Provide any needed assistance to the City related to the art display.
5. Attach a hanging wire to the back of the piece, if applicable, for items displayed on a wall.

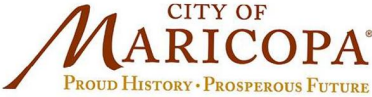
\*Note: This inventory will be made available to the public upon request.

**Display Requirements**

1. The size and weight allowable for any item to be displayed shall be such type as is appropriate to the space and display options available.
2. All items to be displayed must be installed at the same time by City staff and must remain on display per the terms of the agreement unless specific arrangements are made in advance and provided in writing to the City.
3. Each piece displayed may include a small identification card including: artist’s name, name of the item, medium, and minimum sale price if applicable.
4. Art work must be suitable for display on already established City galleries, using existing installation options.

**Sale of Art Work:**

All purchase inquiries will be directed to the CAAAC, who will in turn contact the displaying artist, who will handle all sales. For works sold to the public, the displaying artist will pay the City

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a commission of 15% of selling price of any artwork exhibited at City facilities. The piece remains the property of the artist until sold.

**Art Display Submission Checklist:**

- Application & Signed Display Agreement and Release
- Art Inventory Sheet
- Bio/Artist Statement

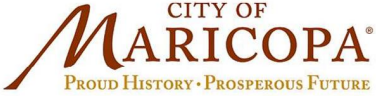
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Exhibit A  
**APPLICATION FORM**  
Please print clearly

**Artist Name:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_  
**City, State & Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**DISPLAY AGREEMENT AND RELEASE:**

This Display Agreement and Release (Agreement) entered into on \_\_\_\_\_ (date), by and between (Artist) and the City of Maricopa (City) through the Cultural Affairs and Arts Committee (CAAAC), grants the City the right to display the artwork to the public at (location) and to copy, publish or distribute a visual representation of such artwork.

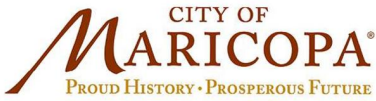
**Display Term:** The art shall be displayed from \_\_\_\_ through (display term). The City retains the right to terminate the display prior to completion of the display term. The art remains the property of the artist until it is sold.

**Consent:** I hereby authorize the City and CAAAC permission to display my artwork without payment or any other consideration. I understand that such artwork may be copied, exhibited, published or distributed and I waive the right to inspect or approve the finished product wherein the artwork appears. I understand this permission signifies the artwork may be electronically displayed via the Internet or in the public setting. There is no geographic limitation on where these materials may be distributed. I acknowledge that I have completely read and fully understand this Agreement, including the release, and agree to be bound thereby. By signing this Agreement, I release the City, its employees, agents, and contractors from liability for any claims by me or any third party in connection with this Agreement. By signing this Agreement, I also agree to hold harmless and indemnify City from any legal matter, lawsuit, or litigation arising from the use of said artwork in whatever form.

**Hanging, Removal, and Relocation:** Artist, or their designee, shall deliver artwork at the time and date approved by building/site staff and designated by the City. City retains the rights to relocate the artwork to another location or building. Upon completion of the Display Term, Artist shall dismantle and remove all displayed items within seven (7) business days. The artwork displayed remains the property of the artist until it is sold and / or physically returned to the artist. All sales will be finalized at the end of the gallery period.

**Assumption of Risk:** I acknowledge the risk that this property, including, without limitation, my artwork may be damaged, lost or stolen during the display, unpacking, packing, displaying, or transportation. I understand that City will not insure the artwork. I



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understand that insuring my work is my own responsibility and that the city will not provide insurance.

**Indemnification:** By signing this waiver, I agree to indemnify, defend, and hold harmless City, its officers, employees, agents, or assigns, from and against all claims, loss or damage to the artwork, and any intellectual property infringement claim, arising from or in connection with this Agreement, including but not limited to, patent, copyright or trademark infringement claims.

**Payment to City:** All purchase inquiries will be forwarded to Artist. Artist shall be responsible for the handling of all sales. Artist agrees to pay to City a commission of 15% of the selling price of the artwork sold due to the display at a City facility. Artist shall pay said commission no later than thirty (30) days after the Display Term.

I warrant and represent that I am the sole legal owner of all right, title and interest in the artwork and have the full right and authority to enter this Agreement and grant the rights granted in this Agreement.

\_\_\_\_\_  
**Artist Signature**

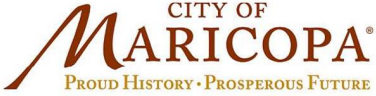
\_\_\_\_\_  
**Artist Print Name**

SUBMIT THIS FORM AND ART INVENTORY SHEET TO:

City of Maricopa  
Attn: Cultural Affairs and Arts Advisory Committee  
39700 W Civic Center Plaza Maricopa, AZ 85138  
OR - Fax: (520) 316-5544  
OR - Email to: [artsmaricopa@maricopa-az.gov](mailto:artsmaricopa@maricopa-az.gov)

SUBMISSION MUST INCLUDE:

- Application & Signed Display Agreement and Release
- Art Inventory Sheet/s
- Artist Bio/Statement
- Electronic or other visual representation of art to be displayed
- Dimensions of artwork
- Price of Art work for display (if it is for sale)

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## DISPLAY REMOVAL CONFIRMATION

**ARTIST NAME:** \_\_\_\_\_

**Display Term:** \_\_\_\_\_

**Start Date:** \_\_\_\_\_ **through End Date:** \_\_\_\_\_

The City retains the right to terminate the display prior to completion of the display term.

Art dismantled on (date): \_\_\_\_\_

**Total Sales attributable to Display at City facility (check applicable box):**

No sales  Sales total: \_\_\_\_\_

Please enter total sales amount: \$ \_\_\_\_\_

15% Commission due \$ \_\_\_\_\_

**Commission Payment:**

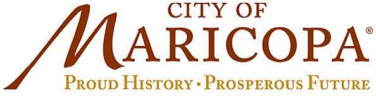
Check submitted, payable to **City of Maricopa** for the full 15% commission due

*Internal use only: Payment received date:* \_\_\_\_\_ *Received by:* \_\_\_\_\_

Please make check payable and mail to:  
 City of Maricopa  
 Attn: Cultural Affairs and Arts Advisory Committee  
 39700 W Civic Center Plaza  
 Maricopa, AZ 85138

**Artist Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## ART INVENTORY SHEET

***Please complete the form for each item submitted/displayed***

The information provided below will be used for the Art Identification placards to be made by the gallery.

**Artist Name:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Web Site:** \_\_\_\_\_

Medium:	Sale price: \$
Description (including dimensions): <i>please include a digital image of the actual piece/work</i>	

Medium:	Sale price: \$
Description (including dimensions): <i>please include a digital image of the actual piece/work</i>	

Medium:	Sale price: \$
Description (including dimensions): <i>please include a digital image of the actual piece/work</i>	

Use additional forms if needed  
 This form will be available to the public upon inquiry