



**The Red Fence Gallery Application**  
**Submit with image to [gwallace@beverlymainstreets.org](mailto:gwallace@beverlymainstreets.org)**

Artist Name	
Artist Street Address	
Artist City, State and Zip	
Artist Cell Phone	
Artist E-Mail	
Artist Website (optional)	
Name of Installation	
Stipend	\$300
Materials Fee (receipts required)	Up to \$100

1. Describe the artwork, materials and installation plan:

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2. How will the details of the fence (shape, color) be incorporated into your design?

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3. What experience do you have creating (outside) public art?

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4. Circle your preferred installation period:      July – Oct      Oct – April

**Obligations of the Artist:**

- a. Artist agrees that the work is of their own design
- b. Artist agrees to create the same design which was selected by BAD; changes must be approved by BAD prior to being made
- c. Artist will work with BAD and Property Owner to determine materials to be used and how artwork will be installed
- d. Artist agrees to maintain the artwork for the duration of the installation

- e. Artist shall purchase materials necessary for the creation and installation of the artwork
- f. Artist shall create the artwork individually or in certain circumstances oversee the work of other artists. If Artist is comprised of two or more individual persons or entities, each individual person or entity shall be jointly and severally responsible for satisfying Artist's obligations. Artist shall submit names and contact information for each artist prior to work starting. Payment is for each installation, not each artist if more than one participates.
- g. Artist is responsible for preparation and cleaning of the surface and leaving the fence in the same condition it was when installation began
- h. Artist is responsible for providing all tools and equipment and will insure that all tools and equipment are OSHA-compliant
- i. Artist will use all reasonable efforts not to interfere with the business(es) located on either side of the fence and not to interfere with passage on the sidewalk during installation
- j. Artist will provide copy of personal liability insurance to BAD for the period of time when work is being created, installed and maintained
- k. Artist may be asked to provide publicity materials. BAD reserves the right to film and photograph all or part of the of the creation of the artwork for future marketing use.

**Obligations of BAD:**

- a. BAD shall work with the Property Owner to insure that necessary repairs are made to the fence prior to installation if necessary
- b. BAD shall pay the artist by check within 2 weeks of the completion and inspection of the artwork according to these guidelines AND submission of receipts for materials purchases (\$300 stipend and up to \$100 in materials)
- c. BAD shall install a plaque on the fence, host a ribbon cutting and opening reception, and promote the artist and installation on social media

**Obligations of Property Owner:**

- a. The Property owner agrees to provide BAD with 2 weeks notice of any changes which require de-installation of the artwork

**Ownership Rights:**

The completed artwork is the property of BAD. If the artwork is moveable, it may be relocated and installed in a new location and/or it may be auctioned or sold to raise funds for BAD.

**WAIVER OF LIABILITY:**

The Artist named above participates in this agreement at Artist's own risk and is subject to all rules and regulations as described in this contract. Artist expressly agrees that BAD, the City of Beverly, businesses that adjoin the fence and all their employees, volunteers, sponsors and other participants, will not be responsible for any loss or damage to performer's property caused by either vandalism or by fire, flood, theft, weather or any other elements of nature or man. Artist additionally agrees to institute no legal proceeding for personal injuries or property damage arising from an accident causing injury to the Artist, Artist's employees and/or contractors, and/or Artist's property. BAD reserves the right to make final interpretation of all rules and guidelines.

Artist Name (printed): \_\_\_\_\_

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

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