



ARTIST STATEMENT OF QUALIFICATION

Thank you for your interest in the “Project Power Box” project. Please complete this form and attach all required documents for the proposal. Proposals will be accepted on a continual basis.

Nixa Arts Council (NAC) reserves the right, without qualification, to reject all proposals. Once a proposal has been submitted, it then becomes property of NAC.

Application Requirements:

- Artist’s Proposal: Conceptual design drawings and digital copy sufficient to communicate the complete design concept. All renderings of proposed design should be a color representative of the vinyl wrap to be displayed.
- Itemized budget, including time and materials.
- Artist’s Statement: A description and title of the proposed artwork and how it relates to an identified theme.
- Narrative and color photos of relevant previous work.
- Current Artist Resume.
- Submit to: Nixa Area Chamber of Commerce, 106 W. Sherman Way, Suite 6, Nixa MO 65714

Contact Information

Name: _____

Address: _____

Telephone: _____

Email: _____

Artist's Agreement - City of Nixa & NAC

The City of Nixa ("City") has contracted with the Nixa Area Chamber of Commerce ("Chamber") to display artwork on certain City owned electrical boxes ("Program"). Part of the requirements of the Program is for artist whose artwork has been selected for the Program to execute this Artist's Agreement ("Agreement").

Artist (identified below), as consideration for the display of their artwork as part of the Program, hereby consents and agrees to the following:

1. The Artist is the owner of the artwork and has voluntarily submitted the artwork described on "Attachment 1," attached hereto and incorporated herein by reference, for inclusion in the Program. Artist commits to the artwork's inclusion in this Program and grants the City a, perpetual, world-wide, irrevocable, transferable, royalty-free right and license to use, reproduce, and distribute, in any form, the artwork for public display, community promotion, and non-commercial or educational purposes. The City will give credit to the Artist as the creator of the artwork. Artist grants to the City the sole right to move or dispose of the artwork, in whole or in part, for the remainder of the term of the Program and at any time after the term of the Program, as it deems necessary or desirable.
2. Artist affirmatively states and covenants that Artist has the right to display the artwork described on Attachment 1. Artist represents, warrants, and agrees that the artwork described on Attachment 1 does not breach any existing copyright or intellectual property rights.
3. Artist hereby warrants that they created the artwork and that they possess all legal rights in said artwork.
4. Artist hereby waives any rights they have pursuant to 17 U.S. Code § 106A in said artwork, including but not limited to, the outdoor placement of the artwork where the artwork may be exposed to the natural elements. Artist expressly understands that the artwork is to be displayed outdoors.
5. Artist shall defend, indemnify and save harmless the City, its officials, officers, employees, and agents against and from any and all actions, causes of actions, claims, demands, penalties, fines, damages, and loss, which the City may bear or become liable by reason or arising out of the artist's participation in this Program.
6. Artist shall not hold the City of Nixa liable in any manner for damage to the artwork during installation, removal, or maintenance performed by the City. Artist expressly waives any claims they may have or acquire against the City for damage to the artwork.
7. This Agreement shall be interpreted according to the laws of the State of Missouri. In the event of any dispute or controversy arising out of or relating to this Agreement, Artist agrees that the Circuit Court of Christian County, Missouri, shall have exclusive jurisdiction and venue and that no cause of action, arising out of or relating to this Agreement, can be brought in any other venue.

FOR ARTIST:

By: _____
Name: _____

WITNESS FOR ARTIST SIGNATURE:

By: _____
Name: _____

FOR CITY:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____