

CALL FOR ARTISTS

SALEM 400+ SCULPTURE COMMISSION

Salem, MA

October 27, 2025

The **City of Salem, MA and its Public Art Commission** are pleased to announce a **paid commission opportunity**, inviting artists to contribute to the vibrant—and ever evolving—story of Salem through the lens of the Salem 400+ quindecennial anniversary celebrations.

This paid public art commission opportunity seeks experienced artists, sculptors, stoneworkers, craftspeople, and other creatives to **reimagine/reenvision a granite slab salvaged** from the front steps of Salem's historic Old Town Hall **in ways that connect to the themes of the Salem 400+**. The finished work of art will be placed on display near the Blaney Street Ferry Terminal in Salem, exact placement TBD.

This project has a not-to-exceed budget of \$25,000 from design completion through delivery, with a required deliverable date of June 30, 2026.

Deadline for Submissions: Monday, December 1, 2025 by 9am EST.

See below for more information and detailed instructions on how to apply.

I. Project Overview

Using salvaged granite from the recent historic preservation and accessibility improvement project conducted at Salem's beloved Old Town Hall as a base material for the resulting artwork, we invite artists to bring their vision, heritage, and creative voice to the heart of Salem's cultural moment.

This initiative aligns with the Salem 400+ mission to honor our quadricentennial while recognizing the deep roots of Indigenous presence, layered histories, and the creative energies shaping our community's future. Leveraging intentional themes in modern art allows us to shape a visual language that reflects, inspires, and aspires—a way of honoring Salem's layered histories while boldly envisioning the next 400 years, here in Salem, and beyond.

When artworks are grounded in purposeful concepts, they become more than aesthetic experiences; they serve as shared touchstones for community values, aspirations, and dialogue. In Salem, this means embracing creativity that is inclusive, forward-thinking, and rooted in a respect for place; and centering art that invites residents and visitors alike to imagine a vibrant, culturally resilient, and meaningfully connected future—together!

This Call for Artists is a paid sculptural commission opportunity and is open to all interested artists and artists teams that are at least 18 years old and residents of the United States. Artists and artists teams from underrepresented communities are strongly encouraged to apply. Local artists or artists teams who live or work in Salem or the North Shore are strongly encouraged to apply.



CALL FOR ARTISTS – SALEM, MA 400+ SCULPTURE COMMISSION Cont.

If you are not a geographically local artist, but you would like to make a case for your unique connection to, interest in, or enthusiasm for the project please include this in the statement of interest submitted with your application.

Selection of an artist/artist team for the award of this project will be conducted via a two-phase review process. Phase 1 will include artists' submissions of qualifications and examples of past work. This will result in the selection of two to five (2-5) Semi-Finalists to be invited to participate in Phase 2. Phase 2 will pay these Semi-Finalists five hundred dollars (\$500) each to complete and submit an initial concept design for their envisioned artworks. This phase will result in the selection of one (1) finalist to receive the commission for the full project.

This final commission for the full project has a total maximum not-to-exceed budget of \$25,000 from final design through delivery with a required completion date of June 30, 2026.

II. Scope of Work and Location

This Call for Artists public art commission opportunity seeks proposals from artists/artists teams to transform a large historic granite slab into an artwork that connects meaningfully and thoughtfully with our theme, while maintaining a fresh, creative, and relevant aesthetic. You can learn more about the theme and goals of Salem's 400+ in Attachment A of this Call for Artists.

The granite being provided as materials for this project was recently salvaged from the north stoop of Salem's historic Old Town Hall. The monumental slab measures 94" x 43" x 12" (7.8 ft x 3.6 ft x 1 ft), totaling approximately 28 cubic feet and weighing about 4,500 pounds. The rectangular stone is textured on the 'top', or what was once the walking surface of the slab. The reverse is rough-hewn, as well as one side where it is once connected to the building; the other three sides have a semi-smooth surface. See images of the slab in Attachment B. For those interested in viewing the granite slab in person, it can be seen onsite at the Blaney St. Ferry Terminal, 10 Blaney St, Salem, MA 01970. It is positioned behind the building to the left just before you cross onto the boardwalk. See site map* included in Attachment B.

**Please note: This is not the completed artwork's final location. The exact final location will be determined in conversations with the artist, the Salem Harbor Master, and Public Art Commission, once a proposal has been selected and the commission awarded.*

Artists are invited to think outside of the box, to be creative and adventurous with their approaches to reimagining the stone and are encouraged to consider techniques such as sculpting, carving, engraving, embossing, welding, epoxying, and/or any other such material manipulation approaches, be they additive or subtractive, that **honor the material's history while creating a compelling contemporary statement**. The end result could be functional or purely visual; static, interactive, or even kinetic. High-quality form and function are strongly desired. Meaning making and connectivity with our themes are essential.

The scope of the final project award resulting from Phase 2 of this selection process includes the creation of a public art sculpture that utilizes this provided granite material in some fashion from detailed design development through to the delivery of a complete and accepted work of art.





CALL FOR ARTISTS – SALEM, MA 400+ SCULPTURE COMMISSION Cont.

This scope has an all-inclusive, not-to-exceed budget intended to cover all project-related expenses as articulated in Section III of this Call for Artists.

Installation is excluded from this scope. However, the artist must provide the City with a stamped engineering plan from a certified structural engineer at the time of the delivery of the artwork. This stamped plan is a part of the scope of work for this Phase 2 award. The plan must outline the details for the installation of the final work at its final exact location at the Blaney St Ferry Terminal and meet City's approvals to ensure safety and security.

Installation itself will be considered 'Phase 3' and will be coordinated between the selected artist/artist team and the City of Salem's Arts & Culture Staff at the direction of the Salem Harbor Master and Department of Public Services. Phase 3 Installation costs will be paid by the City of Salem and are outside of this award.

III. Artist Compensation

Funding for this project comes from the City of Salem's Public Art Commission. Payments will be made to selected and contracted artists/artist teams as follows:

Phase 1: A stipend of five hundred dollars (\$500) will be awarded to each Semi-Finalist for initial concept development. Two to five (2-5) of these Semi-Finalists awards will be made. The text of this grant agreement will be provided to all Semi-Finalists along with their invitation to proceed.

Phase 2: From these initial concepts, one artist/artist team will be selected as the final awardee for the project. This award has a maximum allowable budget of twenty-five thousand dollars (\$25,000) and is inclusive of all associated project costs, including but not limited to:

- Complete design and development of the artwork, likely needing 2 rounds of review, revisions, and approvals to make sure the design reflects the Salem 400+ commemoration intentions and the community. (Designs and project budget should include any base/pedestal if one is desired by the artist.)
- All artists' fees for creation, coordination, community engagement, travel, and insurance(s)
- All materials and fabrication costs, outside of the granite materials provided in this Call, including base/pedestal if one is desired by artist
- Stamped structural engineering documents for installation plan
- Installation coordination*
- Transportation and delivery of artwork to the City
- Contingency
- Minimum 2-year warranty from the artist for the completed artwork and a recommended conservation and maintenance plan for the long-term care of the work by the City

**See notes on Phase 3 Installation in Section II of this Call.*





CALL FOR ARTISTS – SALEM, MA 400+ SCULPTURE COMMISSION Cont.

IV. Projected Project Timeline

PHASE 1 – SUBMISSION OF QUALIFICATIONS & SEMI-FINALISTS SELECTIONS	
Call for Artists/Artist Teams Launched & Applications Open	October 22, 2025
Deadline to Submit Written Questions to jbarry@salem.com	November 18, 2025 at 4pm
Artist FAQ at November Public Art Commission Meeting (Optional) RSVP by emailing jbarry@salem.com	November 18, 2025 at 6:30pm held via ZOOM
Answers to All Written Questions & Summary of Q&A Posted on Project Website	November 19, 2025 by 4pm
Deadline for Submissions to Phase 1 – Call for Artists Qualifications	December 1, 2025 by 9:00am
Application Review & Semi-Finalist Selection by Review Committee	December 1-12, 2025
Semi- Finalists presented by Review Committee to Public Art Commission for Approval	December 16, 2025 at 6:30pm held via ZOOM
Notification to Artists & Public Announcement of Semi-Finalists	December 17, 2025
PHASE 2 – CONCEPT DEVELOPMENT PROPOSALS & FINAL SELECTION PROCESS	
Concept Development by Selected Semi-Finalists	December 17, 2025 – January 22, 2026
Deadline for Phase 2 – Semi-Finalists' Concept Proposals Due	January 22, 2026 by 4pm
Semi-Finalists' Concept Proposals Presentations & Community Q&A at January Public Art Commission Meeting	January 27, 2026 at 6:30pm held via ZOOM
Public Input Period	January 27 – February 3 2026
Review Committee considers Semi- Finalists' Proposal & Community Input	February 4 – 9 2026
Review Committee Recommends Final Artist/Artist Team to Public Art Commission and Mayor for Approval	February 10, 2026 at 6:30pm held via ZOOM
Contracting for final selected Artist/Artist Team	February 2026
Contracted Artist/Artist Team creates work	February – June 2026
Targeted Date for Delivery & Release of Completed Artwork	June 30, 2026

V. Selection Process & Rules of Award:

The artist selection process will happen in two (2) phases:

Phase 1: Nationwide 'Call for Artists' released inviting creatives to submit qualifications, statements of interest, and examples of past work. Two to five (2-5) applicants will be identified as Semi-Finalists and





CALL FOR ARTISTS – SALEM, MA 400+ SCULPTURE COMMISSION Cont.

invited to submit a more detailed design proposal for a flat fee of five hundred dollars (\$500.00) each.

Phase 1 Submission Deadline is Monday, December 1, 2025 by 9:00AM.

All submissions will be reviewed by a Review Committee consisting of members of the Public Art Commission, Salem 400+ Advisory Committee, Community Members, and City of Salem staff. Recommendations from this Committee will be presented to the full Public Art Commission body for final approval. Artists will be notified of results via email. Selected artists will be required to sign a grant agreement/contract with the City of Salem before proceeding as Semi-Finalists.

Phase 2: Semi-Finalists will submit detailed concept proposals for public feedback and formal review. One (1) artist/team of artists will be identified and contracted as the final awardee for this commission for the above stated not-to-exceed amount of twenty-five thousand dollars (\$25,000); scope of work outlined above in Section II of this call for artists commences according to the timeline outlined in Section IV.

Semi-Finalists' submissions will be reviewed by the same Review Committee as mentioned above and will also undergo a public input process. Recommendations gathered from this public input will be considered by the Review Committee in their selection process along with their evaluation of the required material submitted by all Semi-Finalists. The selected artist/artist team will be submitted to the Public Art Commission (PAC) for further consideration. The PAC will make a formal recommendation for a final award to the Mayor for full approval. Awarded artists/artist teams will sign a grant agreement/contract with the City of Salem before proceeding.

VI. Eligibility & Review Criteria

Basic Eligibility Requirements:

Submissions will be evaluated for eligibility based on the following:

- **Minimum Eligibility Requirements:** Applicants must be US resident, 18 years of age or older.
- **Application Completeness:** Submitted applications must be complete and include all the documents listed below (artist/artist team information, statement of interest, references, examples of past work etc.) Applications with missing or incomplete information will be considered ineligible.
- **Expertise & Experience:** Artists/artist teams must demonstrate relevant experience through completed projects in any of the following areas: public art design & fabrication, commemorative artwork development, and meaning making & community engagement.
- **Applications will be considered ineligible if they involve:**
 - » A breach of intellectual property rights (i.e., somebody else's ideas or imagery)
 - » Trademarks, brand or business names, logos or copyrighted images
 - » Anything that is harmful to a third party
 - » Anything containing nudity or overtly Halloween themed
 - » OR are submitted after the deadline stated here within





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Review Criteria:

Additionally submissions will be evaluated on the following qualitative criteria:

- Alignment with Values: Artist's/Artist team's prior work and written statements on their interest in the project as it aligns with the Salem 400+ goals and vision articulated in Attachment A.
- Quality & Experience: Artist's/Artist team's relevant project experience demonstrates a high standard of quality of sculptural works. Qualifying project experience will also be reviewed for the artists' ability to meet deadlines on prior projects, manage project budgets, ensure the delivery and maintenance of a durable product and demonstrate reliability and overall high-quality project management.
- Understanding of Community & Context: Artist/artist team demonstrates cultural sensitivity through prior work and articulates an understanding of the local community context.
- Diversity: The proposed project and/or project team reflect the overall project goal to strive for diversity and highlight underrepresented communities.

VII. Submission Requirements

Phase 1 Submission Requirements:

Through the submission of artists qualifications, statements of interest, and past work examples as outlined below, Phase 1 of this project seeks to identify two to five (2-5) artists/artist teams as Semi-Finalists to move on to Phase 2.

All Phase 1 submissions must be received before 9am on Monday, December 1, 2025 and should include all items outlined below:

- **Artist/Artist Team Information**

Please provide all of the following:

- » Contact information for Team Lead (full name, email, phone number, and mailing address).
- » Bios for project lead and/or project team, if applicable.
- » Resumes/CVs for lead artist(s) and key team members, if applicable.

- **Statement of Interest, Vision & Community Understanding**

Please provide brief written responses to the following prompts:

- » Why does this public art opportunity interest you/your artist team?
- » What is your general vision for this project?
- » What approach or values do you/your artist team bring to the artwork?
- » How is your vision for this project *conceptually relevant to the theme*? What are your connections to and interests in conceptually engaging with Salem as a community, the 400+ goals, and the opportunity to repurpose the salvaged, historic stone slab?
- » We are excited most by the chance to imbue this historic salvaged slab material with new meaning for the future of Salem through your artistic vision. Are there any additional materials, textures, colors, and/or skills in your artistic wheelhouse that you could leverage to amplify the slab's transformation?





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- **References**

Please provide the names, email addresses, phone numbers, and project affiliation for three (3) references for past projects. If the team has not worked together previously, at least one project reference per team member is required.

- **Past Projects & Work Samples**

Provide three to five (3-5) examples of relevant past projects, work with similar materials, or any work with public art design, fabrication, community engagement, and/or commemorative works. Please provide brief written overviews of each example and include images of or links to the projects referenced and identify which team members are associated with each project, if applicable.

Phase 2 Submission Requirements:

Selected Semi-Finalists will be required to provide a detailed design plan, mockup of the actual artwork they envision creating, 5-year anticipated maintenance needs and associated estimated costs, proposed project budget that fits within the not-to-exceed budget of this award, as well as a very general plan for their approach to the installation of the work and a site plan showing where within the Ferry Terminal ‘yard’ footprint they would envision placing the work. A stipend will be paid to the selected Semi-Finalists for this work. More details about these requirements will be provided to Semi-Finalists upon selection.

VIII. How to Apply

Interested artists/artist teams should submit all information and materials specified in Section VII. Phase 1 Submission Requirements on pages 5 & 6 of this document by the date stated below in order to be considered for the opportunity.

Submission is FREE and open to all who meet the stated basic eligibility requirements.

Submissions should be submitted through our online application portal.

APPLY HERE: <https://bit.ly/Salem400Call4Artists>

If you would prefer to submit a physical copy, please deliver your materials to:

Julie Barry, Senior Planner, Arts & Culture City of Salem Planning & Community Development Department
98 Washington Street, 2nd Floor, Salem MA 01970.

Submissions will be accepted until 9AM on Monday, December 1, 2025.

An optional Artist FAQ & Project Info session will be held via Zoom on November 18, 2025 at 6:30pm

Please **RSVP to jbarry@salem.com** or simply **click here to join** the meeting when the time comes:

<https://us02web.zoom.us/j/89471946935?pwd=CfCp6YiLQoonFwomQYyWznNEmcTczU.1>

Zoom webinar Meeting ID: 894 7194 6935 Password: SalemArts

Questions may also be submitted in writing but by no later than 4pm on November 18, 2025. Please send your written questions to Julie Barry at jbarry@salem.com





CALL FOR ARTISTS – SALEM, MA 400+ SCULPTURE COMMISSION Cont.

Responses to received questions will be posted by 4pm on November 11, 2025, to the City's Calls for Artists website: <https://www.salemma.gov/854/Calls-for-Artists>

IX. Disclosure Statements:

The City of Salem reserves the right to withdraw this Call for Artists at any time without penalty.

The City of Salem is not liable for any costs incurred by the proposer in submitting this proposal. The City reserves the right to reject any or all proposals and to award the opportunity in its best interest. The City reserves the right to make multiple awards. Any municipal permit fees required will be waived by the City, however, the awarded artist may still be required to pull the permits.

MGL c. 30B, §2 defines "Grant agreement", [as] "an agreement between a governmental body and an individual or nonprofit entity the purpose of which is to carry out a public purpose of support or stimulation instead of procuring supplies or services for the benefit or use of the governmental body. Therefore, this Contract is exempt from the rules and regulations of MGL 30B S. 5 or 6.

The City of Salem does not and shall not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status, in any of its activities or operations.

A Certificate of Insurance will be required at the time of any contract/grant agreement execution for the final award.

About the Salem Public Art Commission

The Salem Public Art Commission (PAC) is committed to enriching and enlivening the urban environment through innovative and transformative works of art in all media and modalities. With a focus on local artists, especially those historically underrepresented, and a global perspective of the art scene, PAC seeks to foster greater community awareness of and interaction with the arts, enhance the scope of Salem's public art collection, and celebrate diversity in all its forms among citizens and visitors of Salem's alike. The PAC feels Public Art in Salem should contribute to the community's identity as the cultural hub of the North Shore and a center for creativity and enhance the quality of Salem's built environment. Our goal is to nurture diversity & creativity; foster a sense of community pride & belonging; and enhance the quality of life for all. Learn more at <https://www.salemma.gov/arts-culture>

FOR MORE INFORMATION, CONTACT:

Julie Barry, Senior Planner for Arts & Culture

City of Salem | Department of Planning & Community Development

98 Washington St., 2nd Floor | Salem, MA 01970

978-619-5685 ext. 42506 | jbarry@salem.com

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Mission

Salem 400+ commemorates Salem's quadricentennial while acknowledging the preexisting indigenous community and explores opportunities and connections of Salem's multifaceted history while crafting a vision for current and future generations.

Goals

i. Commemoration and Recognition

Amplify and affirm the significant historical contributions and present cultures of Salem's many communities through signature events and programs

ii. Community and Civic Engagement

Engage the Salem community in addressing resiliency and adaptability to ensure a vibrant and sustainable Salem for generations

iii. Signature Projects

Commit to significant signature investments in the city's infrastructure, assets, and shared spaces

iv. Historical and Cultural Discoveries

Expand opportunities to explore the myriad historical and cultural narratives of Salem, especially those that are historically underrepresented

Vision

Salem 400+ commemorates extensive and robust native histories of this land, the 1626 European settlement of Salem and their combined centuries of history, influence, and change.

Salem's quadricentennial in 2026 marks not only 400 years of a City's history but offers an opportunity to craft a vision for our shared future. Salem has a growing population; a thriving tourism economy; and abundant parks and waterfront resources—but there is more to do to forge a sustainable, vibrant path to the next 400 years.

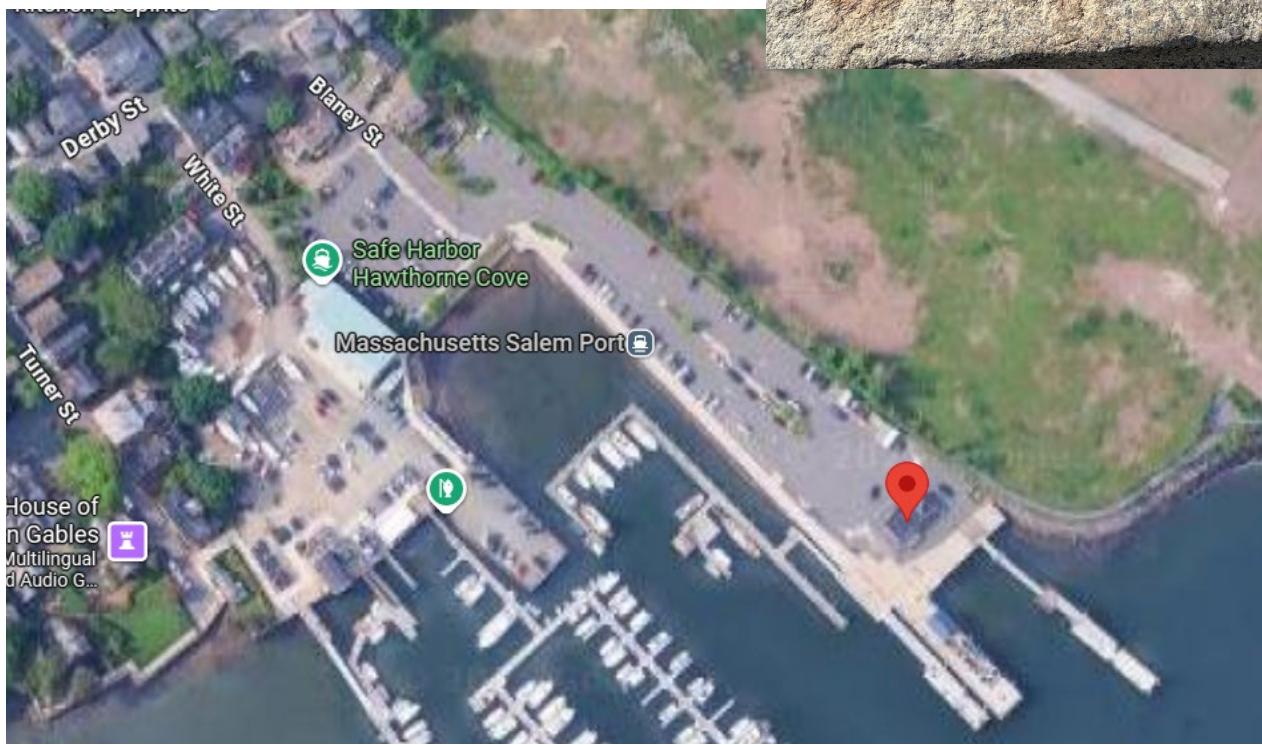
Through programming, events, investments, and community engagement, Salem 400+ will recognize established and lesser-known historic events, pursue a living legacy for future generations through a concerted response to current global crises, and act as a catalyst for significant signature investments throughout the city.

Salem 400+ is committed to diversity and inclusiveness in all its policies and activities and seeks to be a collaborative and innovative partner in the creation of events, programs, experiences, and content. Salem 400+ will partner with Imagine Salem, the city's community visioning work; Rev250, the Massachusetts-based consortium commemorating America's sestercentennial in 2026; and other communities throughout the Commonwealth.

Learn more, visit: www.salem400.org

Attachment B: Granite Slab Images and Aerial Site Map





ATTACHMENT C: SAMPLE BUDGET TEMPLATE

Only Required by Semi- Finalists in Phase 2

BUDGET PROPOSAL

ARTIST/ARTIST TEAM: _____

DESCRIPTION	AMOUNT
<i>Artist Design and Project Management Fee</i>	\$
<i>Overhead or Workspace Rental</i>	\$
<i>Engagement Expenses</i>	\$
<i>Materials and Supplies</i>	\$
<i>Fabrication</i>	\$
<i>Transportation</i>	\$
 <i>Insurance</i>	\$
<i>Professional Consultant Fees (for construction drawings and engineer approval)</i>	\$
<i>Documentation of Artwork</i>	\$
<i>Promotion and Communication</i>	\$
<i>BUDGET SUBTOTAL</i>	\$
<i>Contingency (5%)</i>	\$
<i>TOTAL BUDGET \$</i>	\$
 <i>Projected Installation Costs Outside of this Award</i>	\$

Note: Your project may not include all of the above and/or may include other expenses not listed. This is simply a template. Adjust as needed to best fit your proposal.



CITY OF SALEM, MA
Planning & Community Development Department
Arts & Culture Programs
Artist Concept Development Grant Agreement
Contract Number: 24-PA-XXX



The following is a CONTRACTUAL GRANT AGREEMENT ("Agreement") made and concluded this X day of Month in the year Two Thousand Twenty-three by and between Artist/Artist Teams Name, with the business address of Artist/Artist Team Business Address (hereinafter referred to as the "Artist") and the City of Salem, MA with a usual place of business at 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, its duly authorized Purchasing Agent, its Department of Planning & Community Development, and its Public Art Commission (collectively hereinafter referred to as the "City"), alternatively referred to as "the parties".

WHEREAS, City publicly released a Call for Artists on or about [date of release], attached hereto as Exhibit A; and,

WHEREAS, Artist submitted an application in response to the City's Call for Artist and was selected as a Semi-Finalist and invited to develop an initial concept design for a public art commission as requested in the City's Call for Artists, attached hereto as Attachment A, and formally made a part of this agreement by reference; and,

WHEREAS, City has reviewed Artist's application and has determined that it meets all prequalification requirements; and,

WHEREAS, pursuant to Massachusetts General Laws, Chapter 30B, section 21, the City may, as a public procurement, enter into a Grant Agreement with an individual to "carry out a public purpose"; and,

WHEREAS, the creation of public art is a public purpose to enhance the cultural nature, historical background, and beautification of public space;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and the sufficiency of which are hereby acknowledged, the parties hereby do agree as follows:

Terms and Conditions

Term

The Term of this Agreement shall be for twelve months, and it shall expire on _____, _____, _____.

The City hereby agrees that it will:

- Make payments to the Artist in stipend in the amount of \$_____, not to exceed \$1,000. The Initial Payment to be made to the Artist shall be ½ of the total amount at the time of execution of this Agreement. Final Payment shall be made upon the successful submission and the City's acceptance of the Artist's completed public art concept. Final payment shall be made within 30 days of the successful and approved submission of the Artist's completed public art design concept as outlined in the City's Call for Artists (Attachment A).
- Provide the Artist with public attribution of its completed public art design concept.
- Conduct a public event(s) to showcase the Artist's submission and facilitate a public vote as to whether the Artist's initial public art design concept shall be selected for fabrication and installation.

Such public event(s) shall equally showcase all prequalified semi-finalist artists who have successfully submitted an approved initial public art design concept.

The Artist hereby agrees that it will:

- Perform all work as an independent contractor and not as an employee of City. The Artist shall not be deemed to be, nor shall it represent itself as an employee, partner or joint venture of the City.
- Provide any and all materials and equipment necessary to submit an approved submission of Artist's completed initial public art design concept.
- Submit its completed initial public art design concept on time and within the requirements set forth in the Call for Artists.
- Allow the City to reproduce and publicly display the submitted concept in any medium of its choice, without exception and without Artist's prior approval.
- Assign to the City ownership and title to Artist's final submitted and approved artistic work. Artists shall retain copyright of all artistic work created under this Agreement. See US Copyright Law Subject Matter of Copyright: <https://www.copyright.gov/title17/92chap1.html#102>
- Affirm that it is the sole creator and owner of the completed initial public art design concept and has full power and authority, unencumbered by the rights of any third party, to enter into this Agreement and to grant the rights set forth herein.
- Affirm the completed public art concept will not infringe upon any proprietary right at common law, or any statutory copyright, or trademark right, or any other right of any other third party.
- Affirm the completed public art concept contains no material that is unlawfully obscene, libelous, that violates the right of privacy or publicity of any person or is otherwise harmful to any third party, so as to subject City to liability or is otherwise contrary to law.
- Affirm that the Artist fully indemnifies and hold City harmless from and against any and all claims, demands, costs, expenses, liabilities, causes of action and damages of every kind and character (including reasonable attorneys' fees) which may be asserted by any third party in any way related or incident to, arising out of, or in connection with the Artist's completed initial public art design concept.
- Affirm that the Artist will be responsible for the payment of any and all state and federal taxation with regards to received payments.

Termination for Convenience

Either party retains the right to terminate this Agreement for Convenience and without cause and without penalty upon 10 days written notice. Upon Notice of Termination for Convenience by either party, Artist must remit to City all remaining unexpended funds from the Initial Payment.

Termination for Breach

In the event that either party terminates this Agreement for any breach of covenants identified herein; the parties agree to negotiate a resolution/cure of such alleged breach within 5 days of Notice of Termination of Breach. In the event that a mutual resolution/cure of the alleged breach cannot be reached after 5 days of the date of the Notice, the parties agree to seek any and all damages in Massachusetts court of competent jurisdiction.

Notices

All notices required by this Agreement shall be in writing and mailed by First Class Mail to the addresses included in this agreement.

All notices sent to the Artist shall be to the address identified above. Failure of Artist to inform City in writing of any change of address during the Term of this Agreement shall result in the identified address deemed as the last known address, and notice shall be deemed sufficient when sent to this address.

Non-Assignment

This Agreement is non assignable. Artist may not assign any term, in part or in whole, of this Agreement.

Amendments

Any and all amendments to this Agreement must be made in writing and signed by the both parties by a person with designated authority to bind each party.

Severability

If any term of this Agreement is held to be illegal, void or unenforceable by a Massachusetts court of competent jurisdiction, all other terms shall remain valid and enforceable.

Forum Selection and Venue

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all legal actions commenced under this Agreement shall be in a Massachusetts court of competent jurisdiction.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties, and it supersedes and replaces any prior written or oral agreements or representations between the parties.

Acknowledgements and Agreements

By signing all parties are indicating that they have read and understand all rules and regulations contained within and also acknowledge that these policies are subject to change, with written notice, if warranted and in the best interest of the City of Salem. IN WITNESS WHEREOF, the parties have executed this Artist Concept Development Grant Agreement as of the day and year first written above and hereby do agree to all terms, conditions, and regulations held within this document under the pains and penalties of perjury.

By the Artist/Artist Team:

Authorized Officer's Signature

Authorized Officer's Print Name

By City of Salem, MA:

Dominick Pangallo
Mayor

Anna Freedman
Finance Director

Tom Daniel,
Director, Planning & Community Development

Anthony P. Delaney
Chief Procurement Office

Approved as to form:

Elizabeth Rennard, Esq.,
City Solicitor