

CALL FOR ARTISTS

SALEM 400+ SCULPTURE COMMISSION

Salem, MA

October 22, 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 **imagine/envision a sculptural work of art that connects to and elevates the themes of the Salem 400+ celebrations.**

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. The finished work of art will be placed on display near the Blaney Street Ferry Terminal in Salem, exact placement TBD.

This project also includes a provided available materials list. While the use of these materials is not required for consideration, preference will be given to proposals that seek to creatively incorporate some of the elements/materials offered with this Call for Artists. All provided materials are salvaged from restoration efforts at Salem's historic Old Town Hall.

Deadline for Submissions: Monday, January 19, 2026 by 9:00AM EST.

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

I. Project Overview

Using theme and goals outlined in this call and by Salem's 400+ quindecennial anniversary celebration's to guide intentions and provide inspiration, 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.

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, examples of past work, and a brief creative statement of intent/vision for this specific project. Phase 1 may 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 selected Semi-Finalists five hundred dollars (\$500) each to complete and submit a detailed initial concept design for their envisioned artwork. Phase 2 may 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 completion through delivery of the finished work with a required completion date of June 30, 2026.

II. Scope of Work and Location for Final Work of Art

This Call for Artists public art commission opportunity seeks proposals from artists/artists teams to design a sculpture 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.

Proposals that utilize/incorporate some of the salvaged historic materials offered with this call will receive extra points during evaluation based on the amount of materials included and how thoughtfully they are incorporated. Artists are invited to think outside of the box, to be creative and adventurous with their approaches to this commission 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 chosen material's history while creating a compelling contemporary statement.**

The resulting proposed sculpture, whether it includes the provided historic materials or not, 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.

Artists/artist teams are encouraged, but not required, to consider incorporating salvaged materials being offered as part of this Call. Details on the materials being offered can be found in **Attachment B: Provided Materials List.** For those interested in viewing the materials in person, appointments can be made by emailing jbarry@salem.com.

The scope of the final project award resulting from Phase 2 of this selection process, includes the creation of a public art sculpture from detailed final design development through creation to the delivery of a complete and accepted work of art. This scope, which we will call 'Phase 3' 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 awarded/contracted artist must provide the City with a stamped engineering plan from a MA certified structural engineer prior to the delivery of the completed artwork. This stamped plan is a part of the scope of work for the completion of

final project. The plan must outline the details for the installation of the final work at its final exact location at the Blaney St Ferry Terminal, which will be identified in conversations with the artist and City Staff, and meet City's approvals to ensure safety and security. See site map* included in **Attachment C**.

**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.*

Installation itself will be considered a separate phase 'Phase 4', 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. 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: No payments for preliminary submissions of qualifications and creative statements if interest.

Phase 2: 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 may be made. The text of this award agreement will be provided to all Semi-Finalists along with their invitation to proceed.

Phase 3: From these initial concepts, one artist/artist team may 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 4: Installation in Section II of this Call.*

IV. Projected Project Timeline

PHASE 1 – SUBMISSION OF QUALIFICATIONS & SEMI-FINALISTS SELECTIONS	
Call for Artists/Artist Teams Re-Launched & Applications Re-Open	December 17, 2025
Deadline for Submissions to Phase 1 – Call for Artists Qualifications	January 19, 2026 by 9am
Application Review & Semi-Finalist Selection by Review Committee	January 19-26, 2026
Semi- Finalists presented by Review Committee to Public Art Commission for Approval	January 27, 2026
Notification to Artists & Public Announcement of Semi-Finalists	January 28, 2026

PHASE 2 – CONCEPT DEVELOPMENT PROPOSALS & FINAL SELECTION PROCESS	
Concept Development by Selected Semi-Finalists	January 28 – February 23
Deadline for Phase 2 – Semi-Finalists’ Concept Proposals Due	February 23, 2026 by 9am
Semi-Finalists’ Concept Proposals Presentations & Community Q&A at Public Art Commission Meeting	February 24, 2026 at 6:30pm held via ZOOM
Public Input Period	February 24 - March 3, 2026
Review Committee considers Semi- Finalists’ Proposal & Community Input	March 3 – March 10, 2026
Review Committee Recommends Final Artist/Artist Team to Public Art Commission and Mayor for Approval	March 10, 2026 at 6:30pm held via ZOOM
Contracting for final selected Artist/Artist Team	March 2026
Contracted Artist/Artist Team creates work	March – 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 as outlined below in Section VII. Two to five (2-5) applicants may be identified as Semi-Finalists and 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, January 19, 2026 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.





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Phase 2: Semi-Finalists will submit detailed concept proposals for public feedback and formal review. Semi-Finalists' will prepare proposals as outlined in Section VII below and present them to the Public Art Commission via Zoom according to the timeline outlined in Section IV of this Call.

Proposals 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 taken into consideration by the Review Committee along with their evaluation of the required materials submitted by all Semi-Finalists.

Phase 2 Submission Deadline is Monday, February 23, 2026 by 9:00AM.

One (1) artist/team of artists may 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), the scope of work for which is outlined above in Section II of this call for artists and will commence upon contract execution with the selected artist/team of artist and is considered Phase 3 of this project.

The Review Committee will identify a final awardee for the project and prepare a formal recommendation to the Public Art Commission (PAC) for further consideration. If approved, the PAC will then make a formal recommendation for award to the Mayor for final approval. Awarded artists/artist teams will sign a grant agreement/contract with the City of Salem before proceeding into Phase 3.

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

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.
- Historic Materials: The proposed project includes intentional and thoughtful incorporation of offered salvaged historic materials.

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, January 19, 2026 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 would you like us to know about you and your vision for this commission?
- » 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 possibly repurpose the salvaged, historic materials?
- » We are excited by the chance to imbue these salvaged 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 transformation of these materials?
- » If not incorporating the salvaged materials, what materials will you use and what meaning do they bring to the artwork and the goals of this call?

- **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.





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

Phase 2 Submission Requirements:

Phase 2 of this project seeks to identify one (1 artist/artist team as a Finalist/Awardee to move on to Phase 3.

All Phase 2 submissions must be received before 9am on Monday, February 23, 2026 and should include all items outlined below:

Selected Semi-Finalists will be required to provide a detailed design plan, mock-up of the actual artwork they envision creating, materials list, 5-year anticipated maintenance needs and associated estimated costs of that maintenance, proposed project timeline, draft budget that fits within the not-to-exceed budget of this award, a very general plan for/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. See Attachments D & E of this Call for examples DO NOT COMPLETE THESE FOR PHASE 1. 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 page 6 of this document by the date stated here within 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.

Phase 1 Submissions will be accepted until 9AM on Monday, January 19, 2026.

Questions may be submitted in writing but by no later than 4pm on Wednesday January 7, 2026. Please send your written questions to Julie Barry at jbarry@salem.com

Responses to received questions will be posted by 4pm on January 8, 2026, 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.





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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 and explores the 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 coastal 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 traditionally underrepresented

Vision

Salem 400 commemorates the 1626 European settlement of Salem and centuries of history, influence, and progress. Salem's quadricentennial in 2026 marks not only 400 years of history but offers an opportunity to craft a vision for the city's future. Salem has a growing population; a thriving tourism economy; and abundant parks and waterfront resources—but there is more to do to craft a sustainable, vibrant link 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 the climate crisis, 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 celebrating their own quadricentennials.



Attachment B: Salem 400+ Provided Materials List

The City of Salem will make the following materials available to the awarded artist. Artists are encouraged, but not required, to use these offered materials at their discretion in the creation of the sculpture commissioned by this Call for Artists.

Proposals that seek to integrate some of these materials into their proposed artwork concepts will receive additional points based on how thoughtfully, meaningfully, and creatively the materials are utilized.

All materials have been salvaged from restoration efforts at Salem's historic Old Town Hall. Artists may augment and/or alter the materials in any way they see fit. Currently available materials include 10 pieces of granite and 8 pieces of marble as outlined below.

No other materials or funding will be provided outside of what is stated in the Call for Artists.

Marble Details:

Eight pieces of marble panels, salvaged bathroom stall dividers from the basement of Old Town Hall. Marble slabs are mottled light and dark grey and vary in shape and size. Images and dimensions follow but in no specific order.

56" x 63" x 1"

71" x 10.5" x 1.25"

72" x 8" x 1.25"

41" x 7.75" x 1.25"

43.5" x 15.5" x 1.25"

43" x 11.5" x 1.25"

45" x 6" x 1"

45" x 3.5" x 1"





Granite Details:

Collection of 4 smaller blocks, 4 medium rectangular pieces, and 1 larger amorphous stone ranging in size and shape as outlined below. All stones have been salvaged from the foundation and building skirting during the excavation for the new southeast accessibility ramp*. These stones are historic in nature but not 'precious'. Please note that sizes are not exact and cuts of stone are not uniform or square.

5 x 9 x 3

19 x 16 x 6

10 x 16 x 18 (2 stones at this approximate size)

43 x 14 x 11

45 x 15 x 11

41 x 17 x 10 (stone marked with red # 1)

47 x 13 x 5 - mins 10 x 4 void at one end (stone marked with red # 2)

ROUGHLY 29 x 29 x 18 (stone marked with red # 4)

* Note: The large (48 x 21 x 38) stone shown below marked with a red # 3 can also be made available if helpful. However, this stone did not come from Old Town Hall and is not historic in nature, thus no additional points will be awarded for its inclusion in proposals.



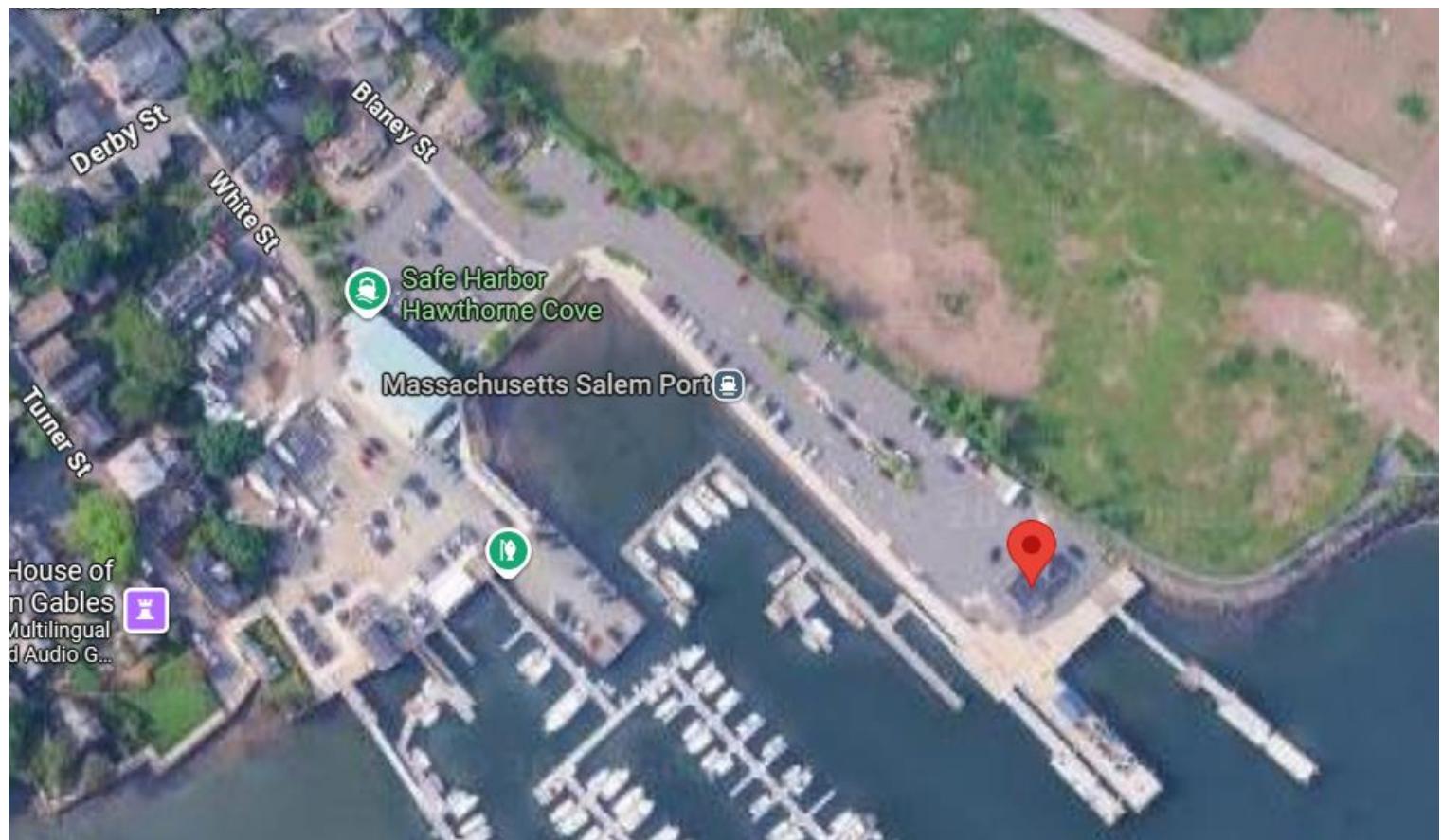








Attachment C: Aerial Site Map



ATTACHMENT D: 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 [REDACTED].

The City hereby agrees that it will:

- Make payments to the Artist in stipend in the amount of \$ [REDACTED], 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