

# **Park City Municipal Corporation**

## **Call to Artists: EmPOWERment Public Art Utility Box Project PHASE III**



Park City Municipal Corporation (“PCMC”) is looking for artist(s)/teams (“Artist(s) /Teams”) to beautify utility boxes for the EmPOWERment Public Art Utility Box Project. Project goals include creating vibrancy on public utility infrastructure around Park City and engaging the community through visual art in ways that align with the natural environment, arts and culture, community, and history, and are reflective of Park City.

### **Contact:**

Stephanie Valdez, Art Coordinator  
Assistant to the Park City Public Art Advisory Board (“PAAB”)  
[stephanie.valdez@parkcity.org](mailto:stephanie.valdez@parkcity.org)  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060

## **PROJECT OVERVIEW:**

This is Phase III of the original EmPOWERment project that commenced in 2018 and 2023 with 53 artworks on utility boxes around town. PCMC seeks proposals from Artist(s)/Teams to submit two-dimensional artwork that coincides with the EmPOWERment theme. The EmPOWERment theme should focus on the natural environment, arts and culture, community, and history, and be reflective of Park City.

Original artwork will be reproduced through a printing services company and installed onto utility boxes throughout Park City. Utility boxes are the property of Rocky Mountain Power. Up to 34 artworks will be selected to have their works displayed on utility boxes. Each selected artist will receive a one-time payment for the use of their artwork on utility boxes throughout Park City.

Budget: Selected artists/teams will receive a \$400.00 payment for each artwork design (total funding for Artist(s)/Teams is \$13,600.00). Fabrication and installation of the wraps will be managed by PCMC through a selected printing services company and the property owner, Rocky Mountain Power. Funding for this project comes from additional Capital Improvement Project funding for Public Art. There is separate funding for the service provider that will be selected for the printing services.

Location: There are various locations. Please see **Attachment “B”** Utility Box Locations, Measurements and Access Agreement, attached hereto and incorporated herein. Feel free to visit the locations.

Attachment “A” –Application Form

Attachment “B” –Access Agreement, Measurements, and Utility Box Locations

Attachment “C” –Purchase and Sale Agreement for Artwork, required to be executed after artists are selected.

## **PROJECT GOALS:**

- To beautify public utility infrastructure around Park City in a way that will work in any season and makes sense for the location.
- To engage the community by soliciting art from local producers and the community.
- To engage the community in the City Council’s critical priorities and lenses.
- To integrate the theme of the project with the scale and physical space of the utility boxes.

## **ARTIST(S)/TEAM SELECTION CRITERIA:**

- Clarity of proposal and thoroughness of response (completeness of package).
- Alignment with the project’s stated theme, through both proposed design and written materials.
- Alignment with the Park City Public Art Board’s stated [Mission and Vision](#) as well as the EmPOWERment theme of the natural environment, arts and culture, community and history, and be reflective of Park City.

- Quality and artistic excellence of proposed designs, including consideration of the three-dimensional form of the utility box in their design – all sides of the utility box should be considered including the top.
- Additional sustainable or “green” practices and qualities of the artist’s process or artwork.

The selected Artist(s)/Teams will be required to adhere to the following:

- Artwork that is selected will be publically displayed outdoors. It is preferred that submissions are colorful or have high contrast, or that they are designed in a way that creates high visibility.
- Please consult utility box dimensions and photos when considering your design; art does NOT need to be submitted to scale (**see Attachment “B”**). The selection committee reserves the right to determine which selected works will decorate utility boxes.
- Artists that are selected will agree that an independent service provider will be hired by PCMC to install printed reproductions of the artwork on utility boxes. The service provider may alter or remove sections of the artists’ original design to ensure that required signage for utility boxes are not moved, removed, blocked, or covered, and that any ventilation is not altered, covered, blocked, or removed.
- Artists must follow the EmPOWERment theme. Artwork that does not follow the theme will not be considered.
- Selected artists will be required to sign a Purchase and Sale Agreement for Artwork (**See Attachment C”**).
- Preference will be given to local Summit County and Park City residents, including youth and adults of all ages as well as local organizations.
- Submissions may not include any nudity, vulgar imagery, profanity, logos, signage, commercial or promotional material. logos, commercial, or promotional materials.

**ARTIST(S)/TEAM SELECTION PROCESS:**

The selection committee includes Public Art Advisory Board members and representatives from Rocky Mountain Power. Other members of the committee may include the Executive Director of the Park City Summit County Art Council, the City Council liaison, and the City Staff liaison to the Public Art Advisory Board or their designee. City staff from various departments such as Engineering, Building, Water, Planning, and Sustainability may also be included.

Finalists may be invited to an interview with the selection committee. The Board will recommend up to 34 final art selections for the project. Applications will be evaluated on the factors listed in Project Goals and Artist(s)/Teams Selection Criteria. The Selection Committee’s recommendations and final selection of Artist(s)/Teams pursuant to this Call for Artists are conditioned upon and subject to approval by the City Council.

**Park City Municipal Corporation reserves the right to reject any and all proposals for any reason, cancel or modify the terms of this Call for Artists; and/or the project at any time and for any reason preceding contract award and reserves the**

right to accept or reject any or all proposals submitted pursuant to this Call for Artists. Park City does not guarantee if, or for how long, the artwork will be displayed on the utility boxes. Park City will provide respondents with written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City. Subject to federal, state, and local law, Park City Municipal's policy is to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended.

**PROJECT TIMELINE:**

**Request for Call for Artist Opens:** Tuesday, June 18, 2024 @ 3:00PM

**Complete Submissions Due by** Monday, August 5, 2024, at 5:00 P.M. MST

**Artists Selected** Monday, August 12, 2024, at 5:00 P.M.

**Anticipated date for City Council** approval is September 5, 2024.

**Contract execution for selected artists** Second Week of September; If selected, PCMC will work with selected artist to schedule contract execution in advance.

**Artwork Installation** No later than the week of October 28, 2024, (**Not the responsibility of the artist.**)

Questions? All questions shall be submitted in writing to [stephanie.valdez@parkcity.org](mailto:stephanie.valdez@parkcity.org) by 5:00 P.M on Monday, August 5, 2024.

**PLEASE SEE APPLICATION FORM INCLUDED AS ATTACHMENT "A" TO COMPLETE THE APPLICATION PROCESS**

**ATTACHMENT "A"**

**APPLICATION FORM**

**1. Applicant Information:**

Name(s): \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip code: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

**2. Proposal:** In 300 words or less, describe your proposal for the project. Explain how your design relates to the theme and scope of the project as outlined in this proposal.

**3. Original Art:** Artist/Team should submit one application and no more than one image **as a single PDF**. If an artist or artist team is submitting multiple entries, a separate application must be completed for each. All design and concept materials should be clearly labeled with the applicant's name and the title of the project. Selected original art will be digitized by an independent service provider. If submitting digitally, image resolution must be 300dpi or greater.

**4. Bio:** Information and brief resume(s) on the Artist/Team. **Send application, proposal, and image as a single PDF**. Applications that are sent with multiple attachments may be disqualified.

**5. Release, Waiver and Terms:** By submitting an application, Artist/Team agrees to the following terms and conditions: If artwork is chosen, Artist/Team will receive payment of \$400 for the use of the submitted artwork. If artwork is not chosen, Artist/Team (1) will not receive any compensation and (2) is solely responsible for making arrangements to retrieve the original artwork no later than the second week of September; after that date, the artwork becomes the property of the City and may be destroyed. The Artist/Team warrant and represent that they are the sole legal owner of all right, title and interest in all artwork, and if chosen, have the full right and authority to enter the Purchase and Sale Agreement for Artwork and grant the rights set forth therein.

The Artist/Team waives and releases the City and its officers, agents, and employees of, and from, any and all losses, damages, liability, or claims for damage to or destruction of the artwork while the artwork is in the City's custody. The Artist/Team understands and agrees that the City and its officers, agents, and employees are not responsible for reimbursement or replacement of lost, stolen, or damaged items

**Proposals lacking the above-required information will not be considered.**

**APPLICATION DEADLINE AND SUBMISSION:**

Application materials must be received at Park City Municipal Corporation offices by **5:00 p.m. MST on Monday, August 5, 2024.**

MAIL OR DROP OFF  
APPLICATIONS TO:

Park City Municipal Corporation  
Attention: Stephanie Valdez, Public Art Board  
445 Marsac Avenue – drop off  
P.O. Box 1480 – mail  
Park City, UT 84060

Limit the response to five pages of written material including any visual material such as sketches, photographs, etc. Please be concise. Please do not place proposals in binders or binding products - you may staple or paperclip. Submit all proposals in one envelope or package.

OR, SUBMIT  
ELECTRONICALLY TO:

Stephanie Valdez, Art Coordinator to the Park City  
Public Art Advisory Board  
Park City Municipal Corporation  
[stephanie.valdez@parkcity.org](mailto:stephanie.valdez@parkcity.org)  
**Subject line must be Utility Box Art Application**

Electronic submissions cannot exceed eight megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to [stephanie.valdez@parkcity.org](mailto:stephanie.valdez@parkcity.org). It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above. Electronic proposals with additional support documents or materials will not be accepted. The electronic submissions must be received at [stephanie.valdez@parkcity.org](mailto:stephanie.valdez@parkcity.org) by Monday, August 5, 2024, at 5:00 P.M. MST.

**ATTACHMENT "B"**  
**ACCESS AGREEMENT, MEASUREMENTS, AND UTILITY BOX LOCATIONS**

## REVOCABLE RIGHT OF ACCESS AGREEMENT

This REVOCABLE RIGHT OF ACCESS AGREEMENT (“Agreement”), dated April 17, 2023, is by and between **PACIFICORP, an Oregon corporation, d/b/a ROCKY MOUNTAIN POWER** (“Licensor”) and **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (Licensee”).

### RECITALS

A. Licensor owns, operates, and maintains transmission and distribution assets in Licensee’s public places pursuant to a five-year electric utility franchise granted by Licensee to Licensor on January 1, 2023; and

B. Licensee desires and Licensor is willing to allow Licensee to implement a community art program to allow local artists to decorate certain pad mounted equipment owned by Licensor and located in Park City, Utah; and

C. Licensor has agreed to grant a temporary, non-exclusive and revocable license to Licensee solely for the purpose of permitting Licensee and its designated artists (the “Licensee Parties”) to decorate designated pad mounted equipment located in Park City, Utah (the “Project”).

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Right of Entry. Licensor hereby grants to Licensee Parties the right to paint or decorate pad mounted equipment designated by Licensor, subject to the following conditions:

a. Licensee Parties shall strictly comply with any instructions, directions or restrictions promulgated by Licensor;

b. Any artwork on Licensor’s pad mounted equipment is limited to the area between the ground line and eight feet (8’) above the ground line;

c. Any tag, label, lock, or warning sign affixed to Licensor’s pad mounted equipment shall remain intact, unaltered, and not decorated or otherwise covered;

d. Any ladder or stool used to apply the artwork will be free standing and not allowed to contact Licensor’s pad mounted equipment;

e. Licensee Parties shall not modify, move, or remove any part of Licensor’s pad mounted equipment, or any equipment attached thereto;

f. Licensor may change, modify and/or replace any pad mounted equipment as required or in its sole discretion;

g. Licensor will designate the number and location of pad mounted equipment to be used by Licensee Parties for the Project in its sole discretion, after discussing the Project with Licensee.

h. Licensee will be responsible for removing, or will reimburse Licensor for the costs of removing, any unauthorized graffiti, painting or other modification to Licensor's pad mounted equipment that Licensee or Licensee Parties create.

i. Licensor may revoke this Agreement with written notice to the Licensee no less than five (5) business days before revocation, at its sole discretion.

j. Licensor will be given the opportunity to approve the decorations prior to implementation as part of the Project.

k. Licensee shall give Licensor ten (10) business days' advance written notice of the Licensee Parties' intent to begin the Project. Such notice shall set forth the exact date and approximate time when the activities are proposed to occur. In the event the proposed date and time are unacceptable to Licensor, Licensee agrees to cooperate with Licensor in scheduling a substitute date and time.

2. Compliance with Law. Licensee shall secure, at its expense, any and all necessary permits and shall comply with all applicable federal, state and local laws, regulation and enactments applicable to this Agreement. Licensee Parties shall perform and stage the Project so as to ensure the safety of: (a) Licensee Parties; (b) any and all Licensor operations conducted in the area; (c) surrounding property owners; and (d) the public in general.

3. Indemnification. Licensee, for itself, its successors, agents, contractors and employees, hereby jointly and severally releases, relinquishes and discharges Licensor and agrees to and does hereby agree to jointly and severally indemnify, defend and hold harmless, Licensor and its officers, directors, employees, representatives, agents, attorneys and consultants ("Indemnitees") from and against any and all actions, claims, losses, costs, damages, expenses, penalties, assessments, injury, liability and judgments, orders, governmental directives, penalties, administration and judicial proceedings and other liabilities of any kind to the extent caused by, arising out of or occurring in connection with the Project and/or this Agreement (including, without limitation reasonable attorney's fees and expert witness fees) caused by any Licensee Parties' performance of activities in connection with this Agreement or the Project, including, without limitation, claims for personal injuries, including disease and death, property loss or damage or injuries to others relating to the activities under this Agreement. The foregoing release and indemnity shall survive the termination of this Agreement. Nothing in this provision shall be construed as a waiver of any immunity, protection, or rights granted to Licensee under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, et seq.

4. Insurance. Licensee shall maintain in full force during the entire term of the Agreement commercial general liability insurance in an amount of not less than Two Million

Dollars (\$2,000.000) per occurrence insuring against claims for bodily injury, death or property damage occurring as a result of the Project. Licensee may elect to assume such liabilities and risk of loss through deductibles and/or a qualified self-insurance program.

5. Notices. Any notice, communication, report or demand required or desired to be given under this Agreement shall be in writing delivered at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being delivered.

To Licensor:           Andy Badger  
                              Regional Business Manager  
                              P.O Box 39  
                              Midvale, Utah 84047

With a copy to:       Rocky Mountain Power  
                              Office of General Counsel  
                              1407 West North Temple, Suite 320  
                              Salt Lake City, UT 84116

To Licensee Parties:  Jenny Diersen  
                              Park City Public Art Advisory Board Liaison  
                              Park City Municipal Corporation  
                              P.O. Box 1480  
                              Park City, Utah 84060

6. Termination of Agreement. If any of the Licensee Parties fail to observe the conditions of this Agreement after notice from Licensor and fail to cure within five (5) business days, this Agreement may be terminated by Licensor without further notice; provided, however, that in the event of a material violation of this Agreement by any of the Licensee Parties, this Agreement may be terminated immediately without providing the Licensee Parties an opportunity to cure the default.

7. Miscellaneous.

a. Captions. The captions of the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction.

b. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the internal laws of the State of Utah, without regard to principles of conflicts of law. Jurisdiction and venue for litigation arising from this Agreement shall be in Salt Lake County.

c. Integration; Amendment. This Agreement may not be altered, modified, or amended unless by an instrument in writing duly executed by each of the parties then bound by this Agreement. This Agreement constitutes all of the agreements and understandings of the

parties concerning the subject matter contained herein and supersedes all prior oral or written agreements or understandings.

d. Severability. If any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision herein and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been included, provided, however, in no event shall either party be deprived of a material consideration by operation of this provision.

e. Attorneys' Fees and Expert Witness Fees. In the event any party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, an interpretation of this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs and expert witness fees incurred in such action or proceeding, without regard to any rule of court or schedule of such fees maintained by the court, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

f. Binding Effect. The Licensee Parties shall not have the right to assign this Agreement without the prior written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, tenants, lenders, and successors and assigns.

g. Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

h. Reservation of Rights. Each of the rights of the parties set forth in the individual sections of this Agreement are in addition to, and not exclusive of, the rights of such party, at law, in equity or otherwise. No damages or remedies available to a party at law, in equity or otherwise, shall be deemed or construed to be limited by or under the terms of this Agreement, other than as provided in Section 8.

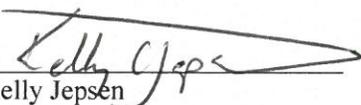
i. Non-Waiver. The failure of Licensor to insist on strict performance of the terms hereunder will not be deemed as a waiver of any rights or remedies that Licensor may have for any subsequent breach, default, or non-performance and Licensor's right to insist on strict performance of this Agreement. No waiver is valid unless set forth in writing signed by the waiving party.

8. Jury Waiver. To the fullest extent permitted by law, Licensor and Licensee Parties waive any right they may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

**Licensor:**

PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power

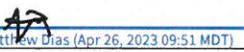
By:   
Kelly Jepsen

Its: Distribution Manager

Dated: 5/3/2023

**Licensee:**

Park City Municipal Corporation, a Utah municipal corporation

By:   
Matthew Dias (Apr 26, 2023 09:51 MDT)  
Matt Dias

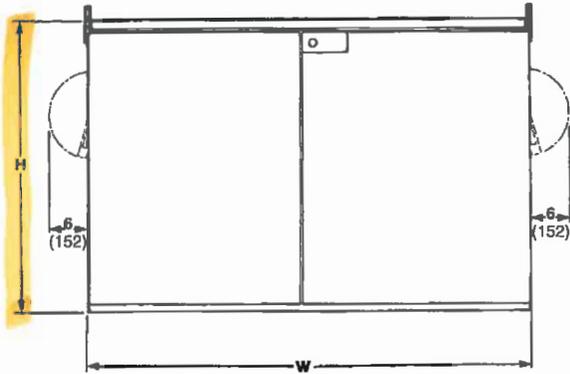
Its: City Manager

Dated: \_\_\_\_\_

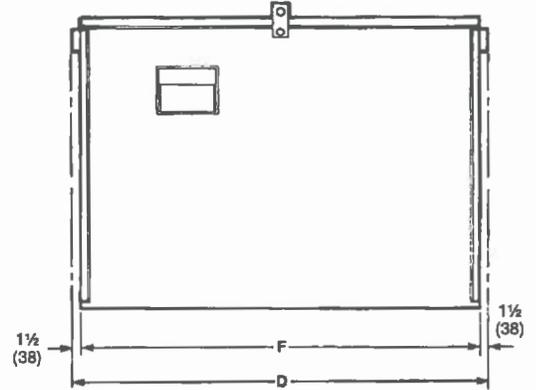
#1

**Model PMH-9**  
14.4 kV and 25 kV Nominal

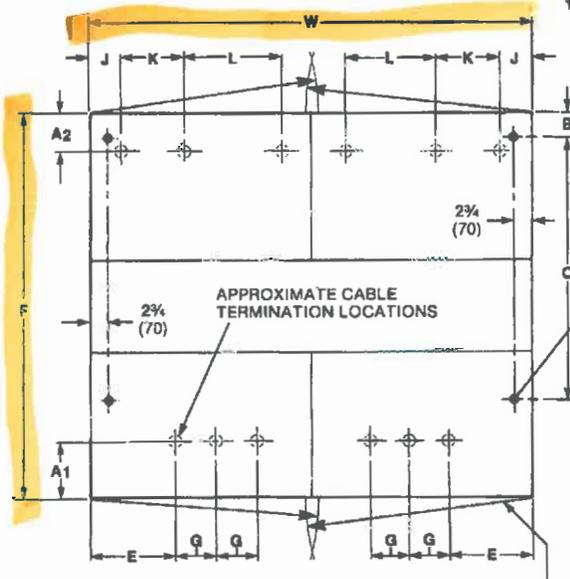
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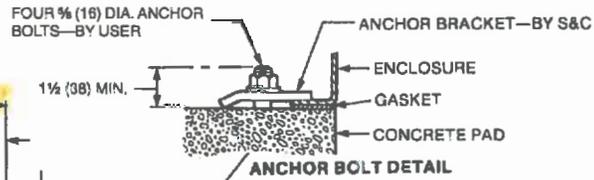
FRONT VIEW



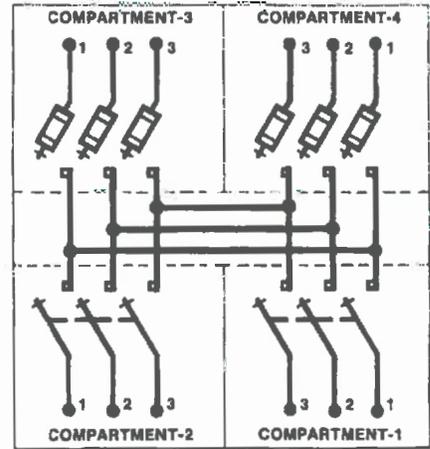
SIDE VIEW



ANCHOR BOLT PLAN



ANCHOR BOLT DETAIL



CONNECTION DIAGRAM

kV, Nominal	A <sub>1</sub> ◆	A <sub>2</sub>	B	C	D	E	F	G	H	J	K	L	M	W
14.4	9 7/8 (251)	7 (178)	5 1/8 (130)	40 (1016)	63 3/4 (1619)	12 7/8 (327)	80 3/4 (1543)	6 (152)	44 (1118)	4 3/4 (121)	9 3/4 (248)	14 3/4 (375)	34 (864)	67 (1702)
25	14 1/8 (359)	11 1/4 (286)	7 1/8 (181)	62 1/2 (1588)	79 3/4 (2026)	13 3/4 (349)	76 3/4 (1949)	7 1/2 (191)	55 (1397)	6 (152)	12 1/2 (318)	16 1/2 (419)	41 1/2 (1054)	82 (2083)

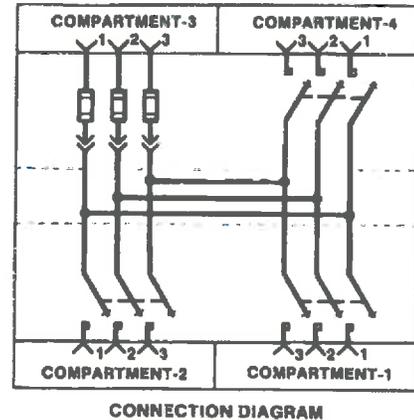
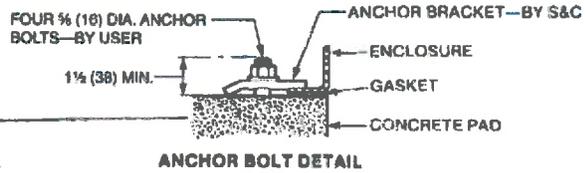
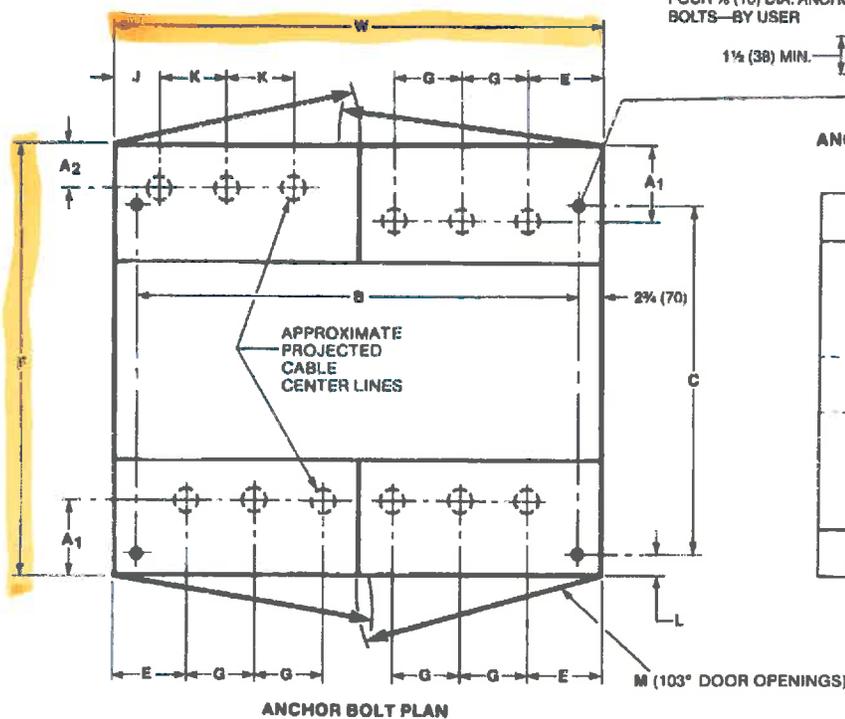
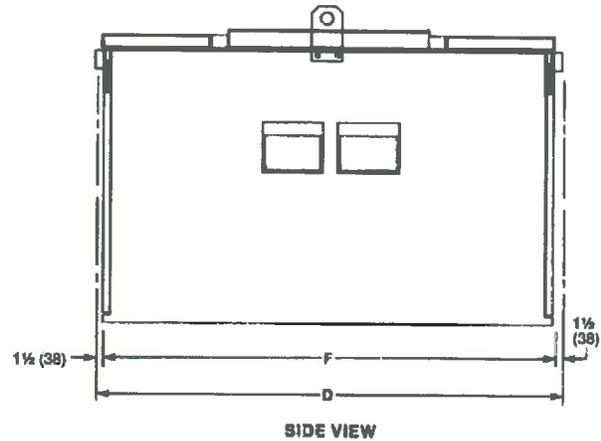
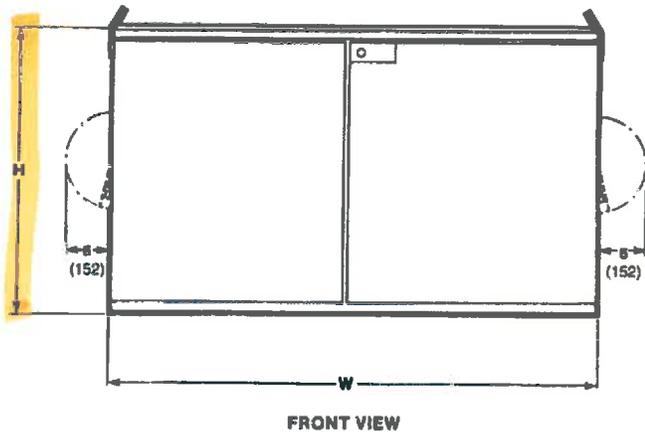
◆ When Catalog Number Suffix "-M1," "-U2," or "-U3" is specified, cable-termination locations will be slightly affected. Consult your nearest S&C Sales Office for details.

#2

S&C Manual PME Pad-Mounted Gear

Model PME-11

Dimensions in inches (mm)

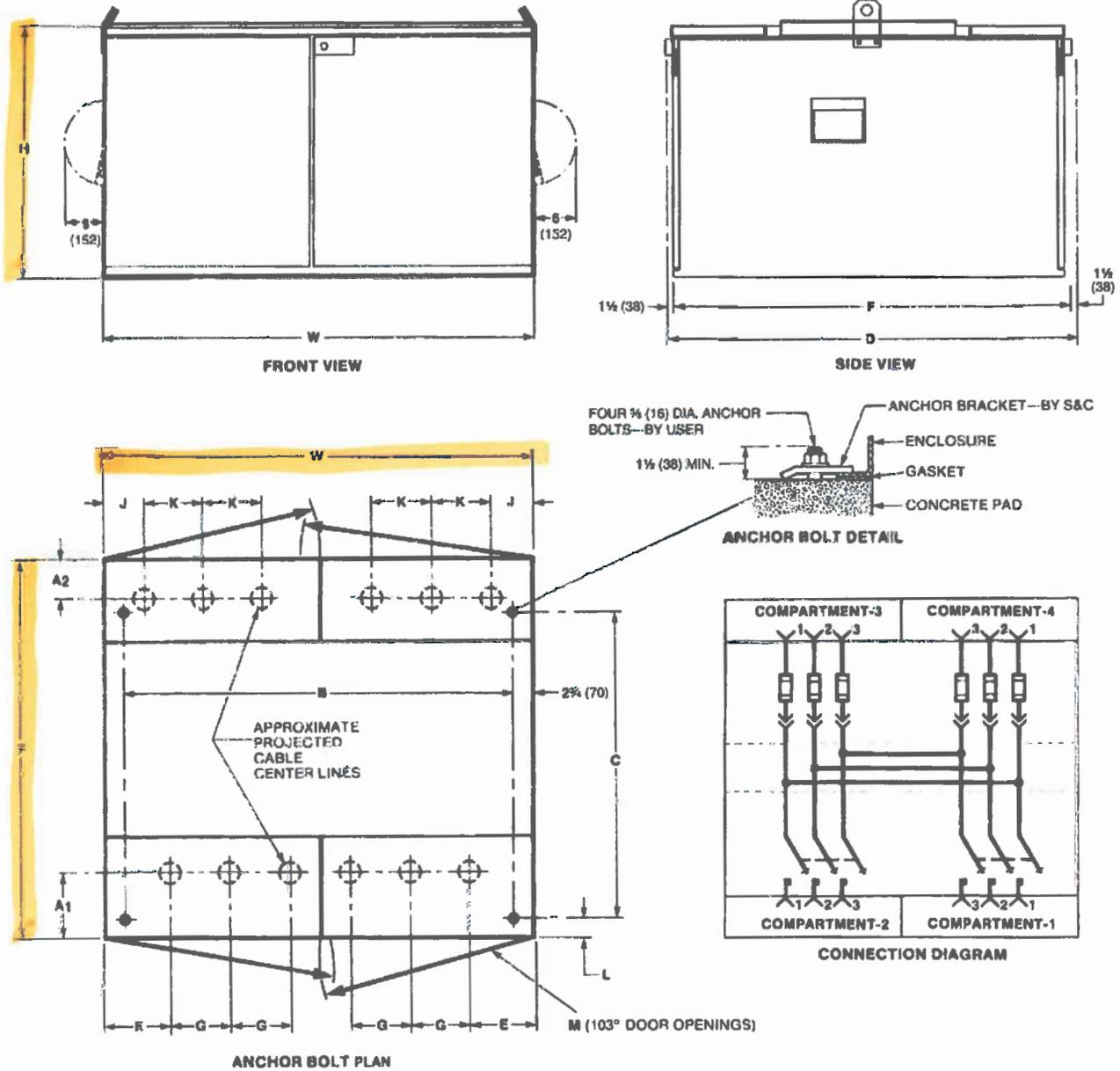


kV, Nominal	A <sub>1</sub> ◆	A <sub>2</sub> ◆	B	C	D	E	F	G	H	J	K	L	M	W
14.4	14½ (368)	7 (178)	69½ (1765)	55½ (1765)	75¾ (1924)	12¾ (314)	72¾ (1848)	8¼ (210)	45.5 (1156)	5½ (137)	10¼ (273)	8½ (219)	38 (965)	75 (1905)
25	18½ (470)	8½ (206)	78½ (1994)	58½ (1468)	91¼ (2318)	12¾ (327)	88¼ (2242)	8¼ (210)	51.5 (1308)	6 (152)	12 (305)	14¾ (378)	42½ (1080)	84 (2134)

◆ Projected cable center lines are applicable for PME models with cable installed in a cable pit. For cable installed in conduit, refer to pages 22 and 23.

Model PME-9

Dimensions in inches (mm)



kV, Nominal	A <sub>1</sub> ◆	A <sub>2</sub> ◆	B	C	D	E	F	G	H	J	K	L	M	W
14.4	14 1/2 (368)	7 (178)	69 1/2 (1765)	49 1/2 (1257)	69 3/4 (1772)	12 3/4 (314)	66 3/4 (1695)	8 1/4 (210)	45.5 (1156)	5 3/4 (137)	10 3/4 (273)	8 3/4 (219)	38 (965)	7 5/8 (1905)
25	18 1/2 (470)	8 3/8 (206)	78 1/2 (1994)	52 (1321)	84 3/4 (2153)	12 7/8 (327)	81 3/4 (2076)	8 3/4 (210)	51.5 (1308)	6 (152)	12 (305)	14 7/8 (378)	42 1/2 (1080)	84 (2134)

◆ Projected cable center lines are applicable for PME models with cable installed in a cable pit. For cable installed in conduit, refer to pages 22 and 23.

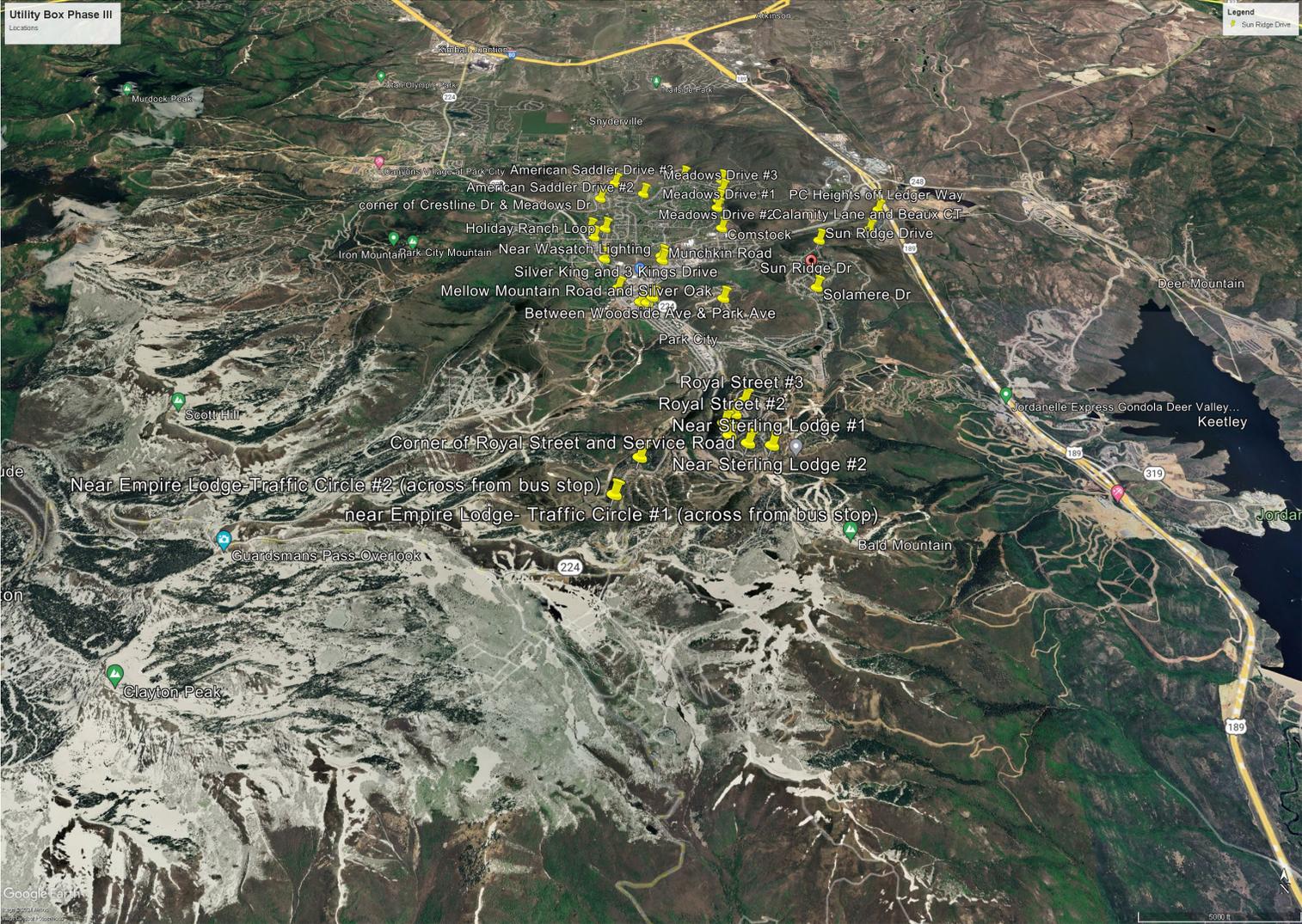
**ATTACHMENT “B”**  
**UTILITY BOX LOCATIONS, MEASUREMENTS, AND ACCESS AGREEMENT**

Attached is a list of Utility Boxes for the project. 34 project locations have been identified, locations may be changed or eliminated in the final selection process. Please consult the map that is also attached to this exhibit.

Location

1. Between Woodside and Park Ave.
2. 7056 Royal Street
3. 8789 Marsac Ave. #1
4. 8789 Marsac Ave #2
5. Corner of Royal Street and Service Road
6. Corner of Holiday Ranch Loop (near traffic light)
7. Holiday Ranch Loop
8. Royal Street #1
9. Royal Street #2 Royal Street #3
10. Corner of Lowell
11. Mellow Mountain Road
12. Near Empire Lodge- Traffic Circle #1 (across from the bus stop)
13. Near Empire Lodge- Traffic Circle #2 (across from the bus stop)
14. Ruth Chris Steakhouse parking lot entrance
15. Park Ave (13<sup>th</sup> Street stairs)
16. Near Sterling Lodge #1
17. Near Sterling Lodge #2
18. Silver King and 3 Kings
19. Solamere Drive
20. Sun Ridge Drive
21. Wasatch Lighting
22. SR244 near Peaks Hotel
23. PC Heights, Ledger Way
24. Crestline & Meadow Drive
25. American Saddler Drive #1
26. American Saddler Drive #2
27. American Saddler Drive #3
28. Meadows Drive #1
29. Meadows Drive #2
30. Meadows Drive #3
31. Corner of Lucky Johns and Meadows Drive
32. Corner of Calamity Ln and Beaux Ct.
33. Munchkin Road (near Art Center parking lot)
34. Comstock

# MAP OF LOCATIONS



**ATTACHMENT “C”**

**PARK CITY MUNICIPAL CORPORATION**

**DRAFT PURCHASE AND SALE AGREEMENT FOR ARTWORK**

THIS PURCHASE AND SALE AGREEMENT FOR ARTWORK (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (“City”), and \_\_\_\_\_, an Individual (“Artist”).

RECITALS:

WHEREAS, the Artist has created the certain unique and original work of art, more fully described in Exhibit A attached hereto and made a part hereof (“Work”), and owns full right, title, and interest therein; and

WHEREAS the City desires to have artwork on public utility boxes and Artist’s Work has been chosen to be displayed at a location and time period as determined by City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

**1. SALE OF WORK.**

The Artist hereby agrees to sell the Work to the City. All rights, title and interest to the Work shall pass to the City at such time as full payment is received by the Artist. The total fee for the Work is Four Hundred Dollars (\$400.00).

**2. METHOD OF PAYMENT.**

Upon receipt of the Work by the City, the Artist will be paid by check delivered via US Mail in the full amount of Four Hundred Dollars (\$400.00).

**3. REPRESENTATIONS AND WARRANTIES:**

Artist represents and warrants to the City that:

- A. Intellectual Property. Neither the Work, its components or any other element of the Work infringe or violate any copyright or other intellectual property right.
- B. Title. Title to the Work including all materials and components thereof, will pass to the City upon receipt of final payment by Artist free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as “liens,” and no materials incorporated into the Work have been

acquired subject to an agreement under which an interest therein or an encumbrance thereon has been retained by the Artist.

- C. Original Creation. Artist represents and warrants that: (a) the Work is a unique and original creation of the Artist; (b) the Work is unique and an edition of one; and (c) no identical, substantially similar, or derivative Work will be created by the Artist for any purpose without the written permission of the City.

#### **4. INDEMNIFICATION.**

A. The Artist shall indemnify the City and its agents, employees, and officers, from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Artist's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Artist; and provided further, that nothing herein shall require the Artist to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Artist expressly agrees that the indemnification provided herein constitutes the Artist's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Artist claims or recovers compensation from the City for a loss or injury that Artist would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

#### **5. TREATMENT OF ASSETS.**

- A. Ownership. Artist hereby irrevocably assigns, conveys, and otherwise transfers to City and its respective successors and assigns, all right, title and interest to the Work including all proprietary rights thereto.
- B. Display. City shall have the right to display the Work at a location and time as determined in the City's sole discretion or remove the Work from display for any reason.

C. Publicity. Artist grants to City the right to use the Artist's name, biography and photograph or likeness in connection with the Work in any manner and in any media, provided that the use is for a non-commercial purpose.

D. Duplication of Art.

(i) Artist hereby irrevocably assigns, conveys, and otherwise transfers to City and its respective successors and assigns title to the Work and all proprietary rights thereto. Artist waives any and all claims that might arise from any application of Visual Artist's Rights Amendments to the Copyright Law of the United States, 17 U.S.C. §106A ("VARA"). The rights provided herein are in lieu of any rights the Artist may have under VARA.

(ii) In view of the intention that the Work in its final dimension shall be unique, Artist shall not make any additional exact duplication or reproductions of the final Work, nor shall Artist grant permission to others to do so except with the written permission of the City; provided however, that the Artist may use depictions of the Work in personal promotional materials such as portfolios or resumes, and techniques and design elements from the Work in creation of other artwork.

(iii) Notwithstanding the transfer to City of all right, title and interest to the Work, Artist grants to the City and its assigns an irrevocable license to make two- and/or three-dimensional reproductions of the Work or any portion thereof for commercial or noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, fundraising, and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner. Wherever practicable, City shall make reasonable efforts to include Artist's name in any such advertisement, brochure, media publicity, catalog or other similar publication in which the Work appears and to notify the Artist of its efforts.

E. Independent Sale. If in the future the City wishes to sell the Work separate and apart from any real property to which the Art may be integrated or affixed, the City will use reasonable efforts to provide the Artist an opportunity to purchase the Work from the City. However, no liability shall attach to the City by virtue of this section.

F. Notice. Artist agrees to keep the City notified in writing of changes in Artist's address, and failure to do so shall be deemed a waiver of Artist's right of first refusal in above.

**6. ENTIRE AGREEMENT.**

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

**PARK CITY MUNICIPAL CORPORATION**

445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

\_\_\_\_\_  
Matt Dias, City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**ARTIST**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

\_\_\_\_\_  
Signature

[To be signed by a parent or legal guardian if the **ARTIST** is under the age of eighteen (18):]

The Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement.

Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

\_\_\_\_\_  
Signature

**EXHIBIT C-A. to Purchase and Sale Agreement for Artwork**  
**DESCRIPTION OF WORK:**