

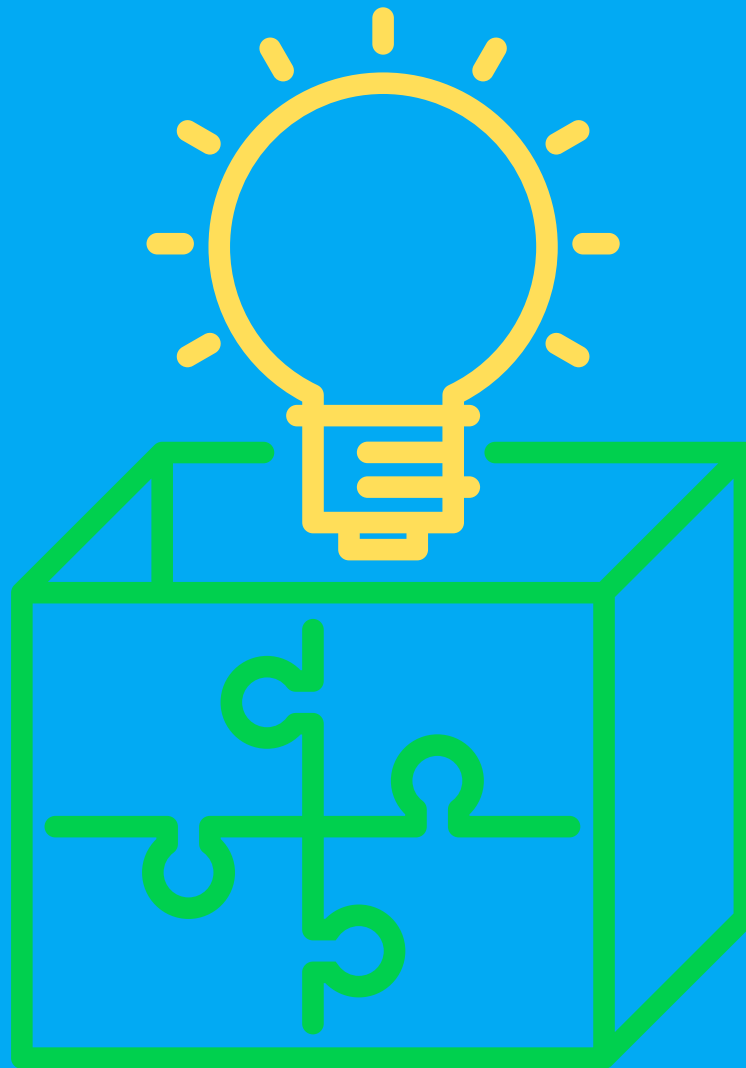


COX®



BOX CREATIONS

A UTILITY BOX MURAL PROGRAM



CALL FOR ARTIST SUBMISSIONS

PROGRAM BACKGROUND

The Asian Business Association San Diego, Convoy District, and Cox Communications have designed a program to support public arts and enhance the community through murals for equipment beautification. The project, Box Creations, aims to enhance the aesthetics of the Convoy District in Kearny Mesa, proclaimed in **2020 the Convoy Pan Asian Cultural and Business Innovation District**, and boxes in the Mira Mesa neighborhood.

The program aims to spread messages of hope and unity, increase pedestrian traffic, and extend public art to new and overlooked areas like public infrastructure and utility boxes. This Call for Artist Submissions is for a Box Creations utility box mural program. An unveiling event will take place with selected utility boxes throughout the region.

The Box Creations program aims to amplify the voices of BIPOC artists and community members to create murals in the City to beautify the streetscape while spreading messages of hope and unity. Artists are encouraged, but not required, to incorporate volunteers into the mural process. Artists may create a template or outline to help volunteers paint the mural, or propose another concept for involving volunteers in the mural process.

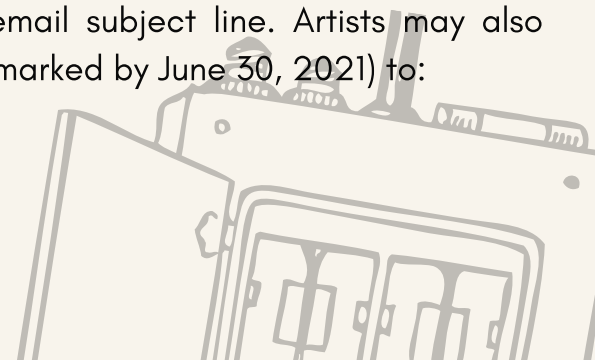
Artists will be asked to prepare utility boxes within Cox guidelines. Artists are required to paint the mural by August 31, 2021 (unless otherwise notified). Artists will be asked to apply final protective coating following the completion of their mural.

Application Guidelines & Deadline

To apply, please complete the attached application and return by **June 30, 2021**. The electronic application can be downloaded, filled out and returned by email. In addition to the application, please provide a brief letter of interest/introduction, no more than one page in length, that describes the artist's interest in the project.

The application and supplemental information must be submitted by the deadline via email to: BoxCreations@ABASD.org. Please include Box Creations in the email subject line. Artists may also submit the application and supplemental information by mail (postmarked by June 30, 2021) to:

Asian Business Association San Diego
Box Creations Submission
7675 Dagget St, Ste 340
San Diego, CA 92111



PROGRAM DETAILS

Artist Stipend

The Asian Business Association San Diego will fund up to \$500.00 per utility box, inclusive of all artist's fees, paints and materials.

Eligibility

This project is open to all local and regional artists with preference given to BIPOC (*which stands for Black, Indigenous, Person of Color*) artists. Preferences are given to artists spreading messages of hope and unity and helping to fill the gaps in representation across diverse communities. The program encourages applications from both new and established artists. Artists may apply as an individual artist or as a group. For group submissions, a signed Release of Liability and Indemnity Agreement for each participating artist must be included in addition to the application form and design template. Group submissions may be for a single utility box or multiple utility boxes. No more than three submissions per individual or group.

Selection Process & Criteria

Submissions will be reviewed by a selection committee consisting of neighborhood business owners, community members and community representatives. Once the artwork is selected, the committee will send a notification by email and formal letter and the artist(s) will be assigned the utility box(es).

Criteria used to select artists will be:

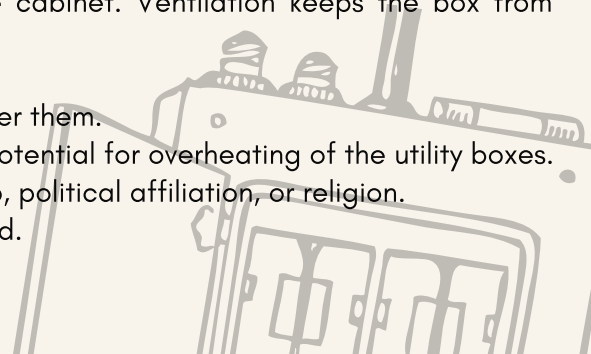
- Evaluation of artistic excellence including quality of the art and artist originality;
- Creative and innovative concepts centering messages of hope and unity; and
- Appropriate regard for the nature of the space and the audience.

Mural Specifications

The Utility Box Mural Program is designed to encourage community pride and beautify the region. Murals will be installed in a public place and must be suitable for viewing by all ages.

The following guidelines should be followed:

- The artwork that is included on the application must resemble the art that will be painted on the box.
- Because the size of the box may vary slightly, be prepared to adjust your artwork to the size of the box.
- The City of San Diego, or its contractors, must have access to the components in the box at all times.
- Some boxes may have locks and control panels that will have to remain free of any art image.
- Artists may want to block off the box to keep the public from brushing against wet paint, but care should be given to leave at least five (6) feet of the sidewalk open for pedestrians and compliance with ADA requirements.
- When washing or painting the box, it should be done in a manner that no moisture gets inside the box through any vents. There are sensitive electronic components in the box.
- The vents should not be covered so as not to restrict airflow from the cabinet. Ventilation keeps the box from overheating.
- Door hinges should be painted so as to not lock the door in place.
- The levers/handles/keyholes on the boxes should not have any coating over them.
- Artwork using a majority of dark colors cannot be considered due to the potential for overheating of the utility boxes.
- Artwork should not promote any single race, color, creed, individual, group, political affiliation, or religion.
- Only oil-based paint designed to resist moisture and corrosion can be used.



PROGRAM DETAILS

Ineligible Entries

A Proposal will be ineligible, for any one or more of the following reasons, if the mural:

- Contains:
 - A copyrighted or trademarked image or logo;
 - A brand or business name;
- Is plagiarized, stolen, or copied from another source;
- Defames or invades the rights of any person, living or dead;
- Is likely to incite or produce an imminent lawless act;
- Is integral to criminal conduct or violates the law;
- May reasonably be construed as:
 - False or fraudulent;
 - Obscene matter, as defined in California Penal Code or any successor legislation;
 - Harmful matter for minors, as defined in California Penal Code or any successor legislation;
 - Child pornography, as defined in 18 U.S.C. Section 2256, or California Penal Code or any successor legislation;
- Is a collage or has anything glued onto the box; or
- Uses a majority of dark colors.

Important: Artwork not adhering to these guidelines will not be considered.

Painting & Materials

Artists are responsible for prepping and painting the utility box. This may include several sequential applications of paint to complete the project (1. wipe 2. prime 3. paint with acrylics 4. finishing with anti-graffiti clear coat). Artists are responsible for cleanup of their area and safe disposal of all paint materials.

If light rust is present on Cox equipment; scrub lightly with a nylon abrasive pad to remove any small surface areas on the equipment. Furthermore, wipe down and remove any loose dirt and debris before painting. If severe rust is identified upon arrival, please notify the Program Administrator.

Artists may only use oil-based paint designed to resist moisture and corrosion. For recommendations, please consult the Program Administrator.

Below is a comprehensive checklist of highly recommended supplies for the best painting outcome and your personal comfort. This may not be a complete list as all artists work differently:

- Approved Utility Box Art signage to identify the artist while working
- Paint Stool or chair for comfort
- Bucket to hold any water needed for paint brushes
- Paint brushes
- Painters tape, masking tape (to cover decals, numbers, hinges, and any openings that would make servicing the equipment difficult)
- Drop cloth or plastic sheeting, newspaper for protecting surrounded area
- Biodegradable cleanser
- Rags and/or paper towels



PROGRAM DETAILS

Prepping Utility Box:

Follow these simple steps to prep your utility box.

1. Clean the surface with biodegradable cleaner or nylon abrasive pad
2. Wipe down, remove any loose dirt and debris, and allow to completely dry
3. Apply one coat of primer on box
4. After primer coat is completely dry, a colored base coat should be applied.

Please be ADVISED:

- Do not paint over/obliterate any identification numbers, decals, or hinges on the box, if any. Paint around them.
- Do not paint over keyholes or paint keyhole covers so that they cannot be opened.
- Do not obstruct vents.
- Avoid painting the concrete or fiber base under the equipment as it may peel away.
- Do not use airbrush or spray equipment for the mural.
- Upon completion, please dispose of all cleaning and painting materials in an environmentally safe and legal manner.

Insurance & Indemnification

Selected artists may be required to comply with insurance and liability requirements. Also, selected artists must sign a Release of Liability and Indemnity Agreement.

Installation

Selected artists will be notified 2-3 weeks after submission deadline. Work must be completed by August 31, 2021 (unless notified). It is the artist(s) responsibility to apply a protective coating on the finished mural by confirmed deadline.

Attribution

When the program uses the artist's images or the artwork for promotion, the program will identify the artist and give credit to the artist, whenever possible, but the program will not be liable to the artist for an error in or omission of the artist's identification or the artist's credit for the artwork.

Repair and Removal

Artist will be contacted if graffiti is discovered to discuss options for graffiti removal. The program and stakeholders cannot be held responsible for damage caused by graffiti removal. The program and stakeholders may remove a mural from a utility box, at any time, for any one or more of the following reasons:

- The City determines that the mural falls under any one or more of the reasons listed under "Ineligible Entries";
- The mural or any part of it:
 - Endangers public safety or poses a public safety hazard;
 - Possesses a demonstrated fault in workmanship;
 - Requires excessive or unreasonable maintenance;
 - Is damaged irreparably (including vandalism or graffiti), or to an extent that restoration is unreasonable or impractical;
- Utility box owner requests removal; or
- The utility box is damaged or needs maintenance, repair, modification, or replacement.

Contact

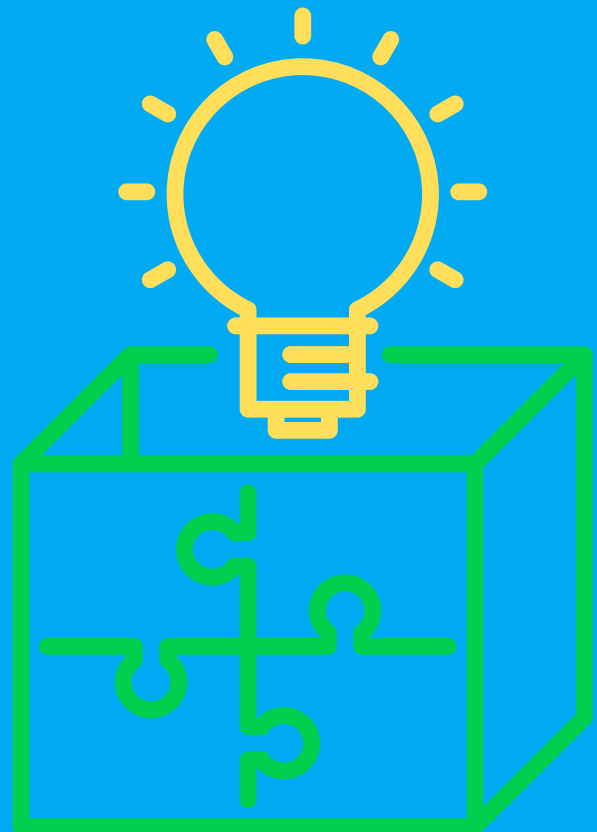
For more information, please contact Lauren Garces, Box Creations Administration - BoxCreations@ABASD.org



EXHIBITS

PLEASE COMPLETE THE FOLLOWING EXHIBITS
+ LETTER OF INTEREST FOR ARTIST
SUBMISSION:

- **UTILITY BOX MURAL PROGRAM APPLICATION**
- **DESIGN TEMPLATE**
- **ARTIST AGREEMENT**
- **CONSENT, LICENSE, AND LIABILITY RELEASE**



PROGRAM APPLICATION

Thank you for your interest in the Box Creations (Utility Box Mural) Program. Please type/ print clearly in English. If language assistance is needed, contact BoxCreations@ABASD.org

Submit this completed form along with an artist statement of up to one-page, a color rendering of the proposed art design, and a signed Release of Liability and Indemnity Agreement. For group submissions, a signed Release of Liability and Indemnity Agreement for each participating artist must be included in addition to the application form and design template. If the artist is less than 18 years of age, a parent or legal guardian must authorize their participation.

Artist Information:

Name: _____

Address: _____ **Phone#:** _____

Email: _____ **Website:** _____

Have you participated in a community mural program? Yes No

If yes, please provide the project information, including images of the artwork, program information, and City (*you may include as part of the artist statement*).

Do you identify as BIPOC? Yes No

If yes, please share your background: _____

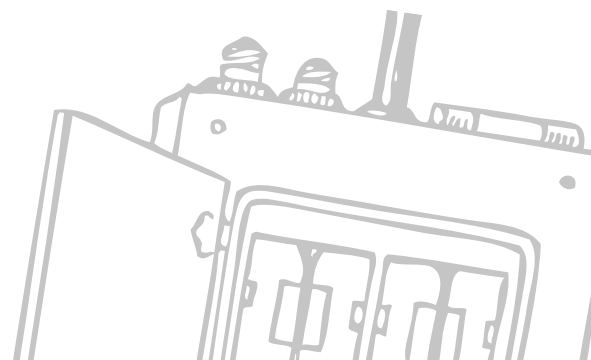
Artwork Description: _____

Title of Submission: _____

Design Description: _____

Will you integrate volunteers into the production of your mural? _____

Please submit additional information on any installation considerations.

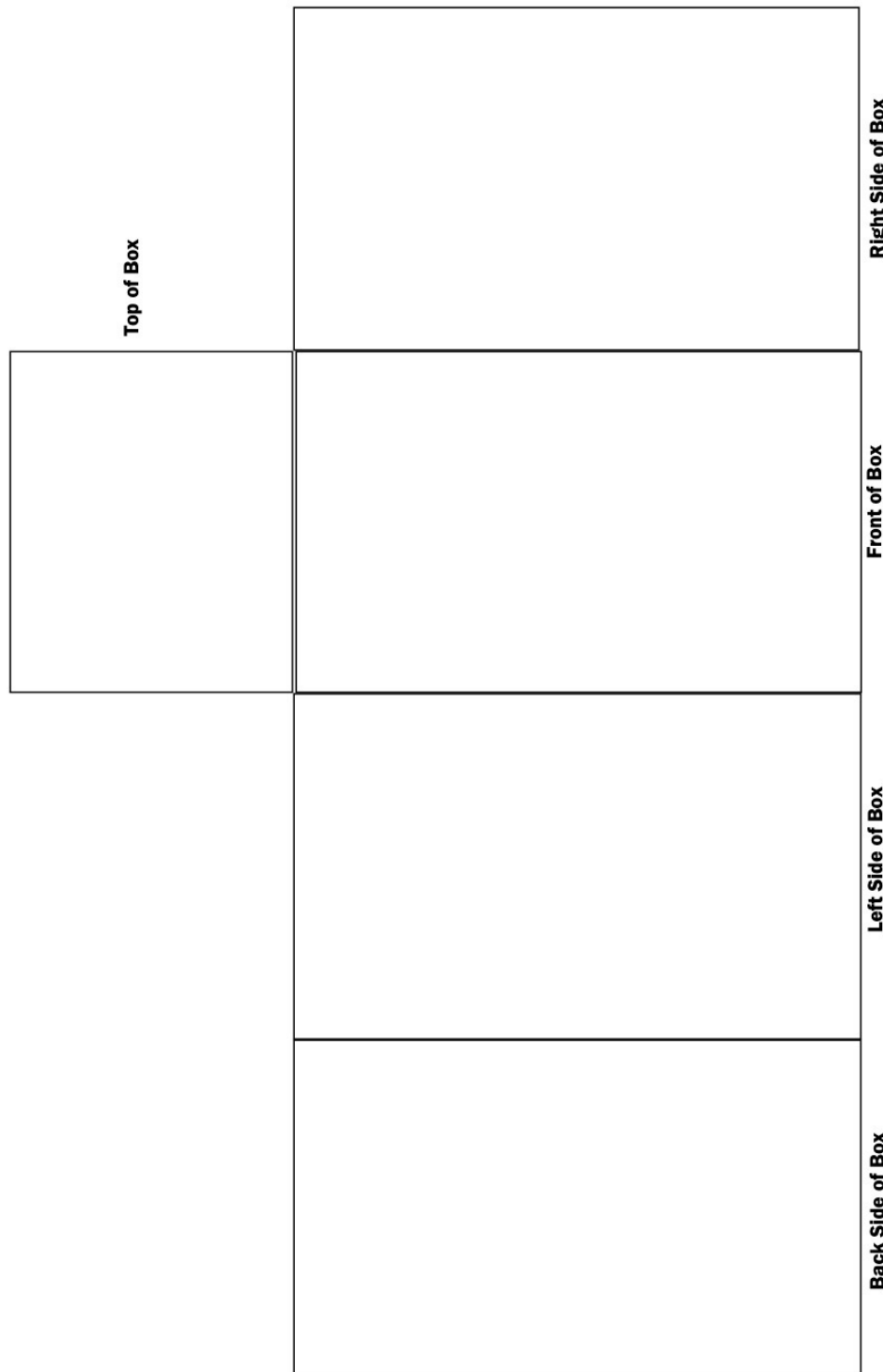


DESIGN TEMPLATE

Below is a template of a typical utility box showing four sides and the top. Use it to sketch the images as it would be painted. You may enlarge the template as needed. Unique colors and bold graphics work well, along with the bright images that can be seen from a distance. Actual utility boxes vary in size, shape and have various vents, seams, doors, and handles. Be prepared to adjust art work to fit a unique utility box.

The Selection Committee will use this submittal along with the application to select the winning artists.

Artist Name:



ARTIST AGREEMENT

By submitting the Application form for the Box Creations Utility Box Mural Art Program (“Program”), and by painting a mural on a utility box, _____ (Print Name “Applicant”) agrees to the following terms and conditions in this Agreement:

Ineligible Artwork & Removal:

Applicant acknowledges that:

- Applicant’s failing to follow the guidelines, or Applicant’s falsifying information on the Application form, will result in immediate disqualification.
- Program has the right to:
 - Deem the artwork ineligible, at any time, even after Applicant has painted it on a utility box.
 - Remove the artwork, at any time, for any one or more of the “Removal” reasons stated in the Program Guidelines.

Original Artwork:

Applicant represents that the artwork, whether created by Applicant alone or in collaboration with others, is wholly original art and does not infringe upon or violate any patent, copyright, trademark, trade name, or other proprietary right of any person, organization, or entity.

Artist’s Moral Rights and Waiver:

Applicant hereby acknowledges that Applicant is familiar with all rights under the Visual Artists Rights Act of 1990 (17 U.S.C. Sections 106A and 113(d)), the California Art Preservation Act (California Civil Code Sections 987 and 989) (collectively, “Acts”) and any other local, state, foreign or international law (collectively, “Moral Rights Laws”) that protect against the alteration of a work of art (“artist’s right of integrity”) and protect the artist’s getting credit for a work or art (“artist’s right to attribution”). The Acts and Moral Rights Laws require that a person who intends to waive (“give up”) these provisions must do so expressly in writing by signing a “Waiver.”

Applicant represents that Applicant knows about and understands the Acts’ and Moral Rights Laws’ provisions. By signing this Agreement, Applicant hereby waives all rights and benefits that Applicant has, or may have, under the Acts’ and Moral Rights Laws’ provisions.

Authorization for Program’s Use of Artwork:

Applicant irrevocably grants the program and stakeholders, its officers, agents, and employees (“City and its representatives”) the unconditional right and permission to use, exhibit, publish, or distribute, in whole or in part, in any medium now or later developed, photographs and other two- or three-dimensional reproductions of the artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or non-commercial purposes— without charge to program and stakeholders without payment to Applicant of any compensation, fee, royalty, or damages (now or later).

Release of Claims:

In exchange for the program’s permitting Applicant to participate in the utility box mural program, Applicant (a) releases, discharges, and holds harmless, (b) will not make a claim against or sue, and (c) waives a right of recovery against City, program and its representatives for any one or more of the following circumstances, events, or occurrences arising out of the Applicant’s participating in the utility box mural program:

- Bodily injury or personal injury (i.e., libel, slander, defamation of character) to the Applicant;
- Program’s use of Applicant’s artwork— including, but not limited to, any and all claims or lawsuits for invasion of privacy, defamation, or infringement of copyright; or
- Damage or vandalism to, or loss of, Applicant’s artwork, however caused.

ARTIST AGREEMENT

Indemnification:

Applicant indemnifies, defends, and holds harmless City, program and its representatives from and against all claims, demands, lawsuits, causes of action, proceedings, losses, damages, costs, fees, and expenses arising out of:

- An act, error, or omission of Applicant from Applicant's painting a utility box; or
- The artwork's infringement on a patent, copyright, trademark, trade name, or other proprietary right of a third party.

Successors and Assigns:

This Agreement is binding upon Applicant's heirs, successors, licensees, agents and assigns, and is governed by California's laws.

Interpretation and Invalidity:

This Agreement (a) represents the entire and integrated agreement between Program Administrators and Applicant, and (b) replaces all other negotiations, understandings, promises, and agreements, either oral or written. California's laws govern this Agreement's construction and interpretation. The invalidity, in whole or in part, of any term of this Agreement will not affect the remaining terms' validity. All headings or captions in this Agreement are for convenience and reference only.

Authority to Perform Agreement:

Applicant represents that Applicant (a) has read this Agreement and fully understands its contents, and (b) has the full power to:

- Enter into and perform this Agreement; and
- Make the grant of rights stated in this Agreement.

APPLICANT'S SIGNATURE:

_____ By my signature below, I certify that I am eighteen (18) years of age or older.

_____ I am under the age of eighteen (18) years. My parent/guardian has read this form with me and signed below.

_____ Date

_____ Participant's Signature

_____ Home Address

_____ City, State, Zip Code

_____ Telephone Number

PARENT OR GUARDIAN'S SIGNATURE:

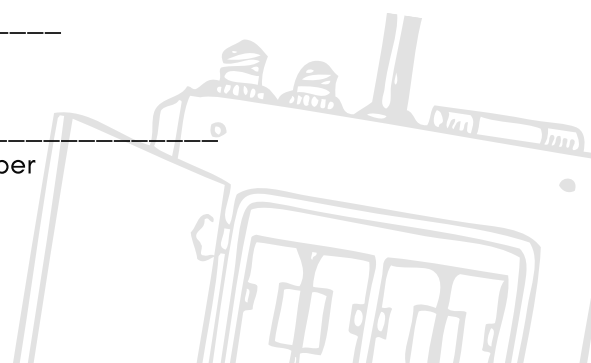
_____ Date

_____ Signature of Parent/ Guardian

_____ Home Address

_____ City, State, Zip Code

_____ Telephone Number



CONSENT, LICENSE, AND LIABILITY AGREEMENT

PARTICIPANT'S: TO USE MY IMAGE, VOICE, NAME, AND/OR LIKENESS

The Box Creations program would like to use your image, voice, and/or name to share your story or experience— as it relates to your involvement in the utility box mural art program— in publications, presentations, media stories, web sites, and social media.

I, _____ (Print Name), understand that the Box Creations program may take photographs, videotape, other images, and/or voice recordings of me and/or my likeness while I participate in the utility box mural art program and I hereby consent to the program's doing so. I hereby grant the Box Creations program, its officers, agents, employees and any person, entity, or organization acting under the program's permission and authority, and program's licensees, successors, and assigns (collectively, "Program and its representatives") the unconditional right and permission to use, reproduce, distribute, publish, or otherwise display my image, voice, name, and/or likeness ("Personal Information"), in whole or in part by incorporating the Personal Information into one or more publications, photographs, motion picture films, audio/video tapes, slides, and other media, whether for commercial or non-commercial purposes ("Works").

I understand and agree that at the Program and its representatives sole discretion, the Program and its representatives may use the Personal Information— with or without my name, with a fictitious name, and/or with fictitious or accurate biographical material— alone or with any other material of any kind or nature, except that Program and its representatives will not use the Personal Information for any criminal or illegal purpose or in a manner inconsistent with community standards of decency.

I understand and agree that Program and its representatives are, and will be, the exclusive owner of all right, title, and interest— including copyright— in the Personal Information. I freely and voluntarily waive (give up) a right and/or claim, for myself, to inspect or approve the Works and the eventual use to which Program and its representatives may apply the Personal Information. I also freely and voluntarily waive any compensation, fee, royalty, or damages— now or later— owed to me and/or my child for Program and its representatives use, publication, display, exhibition, distribution, broadcast, performance, exploitation, adaptation, duplication, or reproduction of the Works containing the Personal Information.

I understand and acknowledge that after I sign this Agreement, I, and my successors, heirs, distributees, guardians, legal representatives, and assigns are bound by— and cannot revoke— this Agreement, which continues indefinitely and uninterruptedly.

I HEREBY AGREE that I, and my successors, heirs, distributees, guardians, legal representatives, and assigns **WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE** the Program and its representatives for injury or damage to me, my property, and/or my reputation arising out of the Program and its representatives' use of the Works and/or Personal Information, and/or arising out of a breach of any representation or promise contained in this Agreement.

In addition, **I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND) the Program and its representatives from and against ALL ACTIONS, CLAIMS, OR DEMANDS** that I, my heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury or damage to me, my property, and/or my reputation.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY IMAGE, VOICE, NAME, AND/OR LIKENESS. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.

_____ By my signature below, I certify that I am eighteen (18) years of age or older.

_____ I am under the age of eighteen (18) years. My parent/guardian has read this form with me and signed below.

_____ Date

_____ Participant's Signature

_____ Home Address City, State, Zip Code

_____ Telephone Number

CONSENT, LICENSE, AND LIABILITY AGREEMENT

PARENT'S: TO USE MY CHILD'S IMAGE, VOICE, NAME, AND/OR LIKENESS

The Box Creations program would like to use your child's image, voice, and/or name to share your child's story or experience— as it relates to your child's involvement in the utility box mural art program— in publications, presentations, media stories, web sites, and social media.

I, _____ (Print Name), the parent/guardian of _____ (Print Name), understand that the Box Creations program may take photographs, videotape, other images, and/or voice recordings of my child and/or my child's likeness while my child participates in the utility box mural art program and I hereby consent to the program's doing so. I hereby grant the Box Creations program, its officers, agents, employees and any person, entity, or organization acting under the program's permission and authority, and program's licensees, successors, and assigns (collectively, "Program and its representatives") the unconditional right and permission to use, reproduce, distribute, publish, or otherwise display my child's image, voice, name, and/or likeness ("Personal Information"), in whole or in part by incorporating the Personal Information into one or more publications, photographs, motion picture films, audio/video tapes, slides, and other media, whether for commercial or non-commercial purposes ("Works").

I understand and agree that at the Program and its representatives sole discretion, the Program and its representatives may use the Personal Information— with or without my child's name, with a fictitious name, and/or with fictitious or accurate biographical material— alone or with any other material of any kind or nature, except that Program and its representatives will not use the Personal Information for any criminal or illegal purpose or in a manner inconsistent with community standards of decency.

I understand and agree that Program and its representatives are, and will be, the exclusive owner of all right, title, and interest— including copyright— in the Personal Information. I freely and voluntarily waive (give up) a right and/or claim, for myself and on my child's behalf, to inspect or approve the Works and the eventual use to which Program and its representatives may apply the Personal Information. I also freely and voluntarily waive any compensation, fee, royalty, or damages— now or later— owed to me and/or my child for Program and its representatives use, publication, display, exhibition, distribution, broadcast, performance, exploitation, adaptation, duplication, or reproduction of the Works containing the Personal Information.

I understand and acknowledge that after I sign this Agreement, I, my child, our successors, heirs, distributees, guardians, legal representatives, and assigns are bound by— and cannot revoke— this Agreement, which continues indefinitely and uninterruptedly.

I HEREBY AGREE that I, my child, our successors, heirs, distributees, guardians, legal representatives, and assigns **WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE** the Program and its representatives for injury or damage to me, my child, my property and my child's property, and/or my reputation and my child's reputation arising out of the Program and its representatives' use of the Works and/or Personal Information, and/or arising out of a breach of any representation or promise contained in this Agreement.

In addition, **I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND) the Program and its representatives from and against ALL ACTIONS, CLAIMS, OR DEMANDS** that I, my child, our heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury or damage to me, my child, my property and my child's property, and/or my reputation and my child's reputation.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY CHILD'S IMAGE, VOICE, NAME, AND/OR LIKENESS. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Date

Signature of Parent/ Guardian

Home Address City, State, Zip Code

Telephone Number