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## 2019 Summer Sculpture Series

Downtown Midland is excited to welcome the LPGA Dow Great Lakes Bay Invitational to our community and the Great Lakes Bay Region July 15 – 20, 2019. To celebrate, we're greeting golfers, fans, and visitors as only we can: the return of the Downtown Sculpture Series!

After a two-year hiatus due to streetscape construction, the Downtown Midland Sculpture Series will ramp up in Summer 2019 with "Tee'd Up Downtown", an opportunity for creative minds to customize a pre-form golf ball on a tee.

### Sculpture Series Overview

Here's how it works:

- Artists can be professionals or novices, individuals, groups, businesses, or organizations.
- Pieces must be weatherproof, as they will remain outside to entertain Downtown Midland guests all summer long.
- At the end of the season, all sculptures will be auctioned with the proceeds used to fund the 2020 Summer Sculpture Series.
- Pictures of all pieces and their artists' biographies will be featured in the Summer Sculpture Guide. All artists are also invited as featured guests at the end-of-the-season sculpture auction.
- All pieces will be judged at the end-of-the-season auction for a chance to win prizes as a Peoples' Choice winner and Judges' Choice winner.
- Sculptures will be autographed by LPGA players prior to auction.

### Artist Information

All artists selected to participate in Tee'd Up Downtown will receive:

- A pre-cast fiberglass golf ball on a tee (pictured)
- Up to \$100 reimbursement for production and materials

Sound right up your alley? Check out the specification sheets and entry forms at [www.downtownmidland.com](http://www.downtownmidland.com), then submit your completed entry by **Thursday, March 7, 2019.**

For questions or more information, please contact the Downtown Development Authority at 989-837-3330 or [downtown@downmidland.com](mailto:downtown@downmidland.com).





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### Sculpture Schedules & Deadlines

|                               |  |
|-------------------------------|--|
| <b>March 7, 2019 – 4 p.m.</b> | Deadline to submit sculpture application & proposed entry drawing  |
| <b>Week of March 11, 2019</b> | Finalists notified by email/postal mail  |
| <b>Week of March 25, 2019</b> | Mandatory finalists' meeting to discuss details  |
| <b>Week of March 25, 2019</b> | Artists' biographies & photographs due.  |
| <b>Week of April 15, 2019</b> | Preform sculpture available.   |
| <b>May 16, 2019</b>           | Due date for delivery of sculptures for clear-coating  |
| <b>Week of June 2, 2019</b>   | Sculptures installed in Downtown Midland   |
| <b>TBD</b>                    | Touch-up day for sculptures prior to auction.<br>*Note: Artists can touch up their sculpture as needed throughout the summer |
| <b>TBD</b>                    | Sculpture Auction and Artist/Builder/Sponsor recognition & awards (The H Hotel)  |

Note: The Sculpture Committee retains all rights to and has final decision-making in the location of selected sculptures throughout the Downtown District to suit the needs of the Sculpture Series and its financial partners.



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# 2019 Summer Sculpture Series Application Form

## Application and Contractual Service Agreement

- Applications must be fully completed.
- Applications must be as detailed as possible as to the types of materials to be used. Vague/minimal descriptions may disqualify an application.
- An 8 1/2" x 11" detailed and colored rendering of the proposed sculpture must accompany each application.
- A lead contact (artist) must be identified for correspondence purposes on all applications submitted by groups, businesses, or organizations.
- A signed application and contract must accompany **each** design submission. (Do not submit multiple entries with one application/contract.)
- Please limit your submission to a maximum of two (2) entries per artist.
- **Entries must be received by Thursday, March 7, 2019 at 4 p.m.**

A digital copy of this form can be found at <http://bit.ly/teedupartist>

1. PROGRAM DESCRIPTION. This Contractual Service Agreement confirms that:

**Artist/Contact Name:** \_\_\_\_\_

**Group, Business, or Organization:**  
(if applicable) \_\_\_\_\_

**How many sculptures will you create?:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Co-Artist's Name (if applicable):** \_\_\_\_\_

herein referred to as the "Artist", agrees to create and supply a sculpture, as described below, for the Downtown Development Authority to be used in connection with the arts outreach program.



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**Sculpture Name:** \_\_\_\_\_

**Medium(s) Used:** \_\_\_\_\_

**Unusual features requiring special attention? If so, please list:** \_\_\_\_\_

\_\_\_\_\_

2. **PLACE/TIME.** The Artist will deliver the completed sculpture to the designated “clear coating” vendor NO LATER THAN May 16, 2019, no exceptions. Artist need not utilize the clear coating step with prior approval from the artist advocate. If clear coating is not needed, the Artist will deliver the completed sculpture to a Midland location, to be determined, no later than June 4, 2019. The final assembly of the sculpture may occur on site, if necessary, for transportation purposes. Costs of the clear coating process are assumed by the Sculpture Committee.
3. **DESCRIPTION.** The Artist agrees to follow the project’s stipulated guidelines and complete the sculpture according to the design and details submitted to and accepted by the 2019 Sculpture Series Committee, unless changes are agreed upon by both parties in writing. The Artist further agrees to prepare a “Care and Maintenance Document” to be presented to the winner of the sculpture at auction. The document should include what materials were used, colors, or other general information to help with future repairs and also include detailed care instructions.
4. **PAYMENT.** The Downtown Development Authority hereby agrees to pay a reimbursement of up to \$100 to the Artist. Payments will be made based on verification of satisfactory progress by the jury committee and Artist submission of receipts showing supplies purchased for use in the sculpture. Reimbursements will only be paid if the Downtown Development Authority receives the Artist’s 1099 form, which will be provided to the Artist at the finalists’ meeting.
5. The Artist hereby releases any and all rights to said sculpture and acknowledges that all ownership interests or creative interests belong exclusively to the Downtown Development Authority. The 2019 Sculpture Series Committee also retains all rights to determine the location of the sculptures in the downtown area.
6. **CANCELLATION.** Should the Artist fail to create and deliver the pre-formed sculpture as specified above, the Artist hereby agrees to refund reimbursements paid up to \$100 as well as an \$800 cancellation fee to the Downtown Development Authority by June 8, 2019.
7. The undersigned representing the above individual, group, or organization agrees to indemnify and hold harmless the City of Midland, the Downtown Development Authority, its elected and appointed officials, officers, employees, and agents from any and all liability on account of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, and any other causes of action, claims, demands, sums of money, expenses or



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compensation of any kind whatsoever arising from this Contractual Service Agreement.

8. Both parties, by their signature below, acknowledge that they have read and understand the rights and responsibilities as set out above. Each party agrees to be bound by the obligations of this Contractual Service Agreement unless modified in writing and signed by both parties.

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

\_\_\_\_\_  
Downtown Development Authority  
By: Selina Tisdale, Executive Director

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

\_\_\_\_\_  
Artist

Prepared by James O. Branson III, City Attorney