

## **Public Right-of-Way Art Display Policy**

### **PURPOSE**

The City of Vancouver (City) is interested in supporting cultural and artistic opportunities that benefit residents and visitors. Displays of public art are intended to create interest in the arts, appeal to diverse audiences, and reflect historic events, trends, and local culture.

### **POLICY**

The City allows individuals/organizations to paint or otherwise decorate City-owned property in the public right of way, provided that the artist/organizations proposing the artwork obtains a right of way use permit and complies with all guidelines set forth by the City.

Displays are restricted to the areas designated as available by the City. The City retains the right to deny applications that do not comply with the provisions of this policy.

### **LOCATIONS**

City-owned property in the public right of way that may be available for decoration with prior approval includes signal boxes, manhole covers, sidewalks and street intersections in residential areas, retaining walls, and light poles. Decoration of city-owned trees is limited and requires approval from the Urban Forestry Program. Right of Way is defined in Vancouver Municipal Code (VMC), Section 11.01.010.

### **GUIDELINES**

- The artwork/decoration should enhance its setting and help create a sense of place.
- Artwork/decoration must be suitable for display to a diverse audience including children.
- Displays/decoration that contain profanity, obscenity or explicit sexual imagery, nudity, graphic depictions of violence or would create a hostile environment are not permitted.
- Artwork/decoration cannot display religious or political messages.
- Providing space for artwork does not in any way obligate the City to assume any liability or risk for the displayed materials nor does it constitute an endorsement of the beliefs or viewpoints of the art/exhibit.

- The City shall have the final determination on where artwork can be located.
- The City shall have the right to use photos, video, or other visual depictions of the artwork for publicity or other City purposes.
- All materials used in the decoration/display must be provided, maintained, and paid for by the applicant.

## **INSTALLATION**

- Applicant must secure a street use right of way permit through the City's Public Works Department. There is a fee of \$26 for the permit. A Right of Way Art Display Agreement, for which there is no charge, is also required. An initial conversation with City staff about the proposed project is recommended prior to filling out the street use permit.
- The City must review and approve the design of any proposed artwork/decoration. Designs should be submitted with the right of way permit application.
- All materials must be designed for use on the particular surface to be painted/decorated.
- Installation must be done in weather conditions meeting manufacturer's recommendations.
- The applicant shall clean and prime surfaces prior to application of materials unless this requirement is waived in the right of way use permit.
- Paint and other materials shall be applied according to manufacturer's instructions.
- Vinyl wraps must be professionally installed.
- Ventilation channels on utility boxes shall not be covered with paint or other materials.
- The applicant is liable for surrounding personal property damage during installation. The following guidelines apply:
  - The work area must be coned, with caution tape, so that pedestrians do not brush against painted surfaces.
  - A monitor must be present at the site until materials dry, at which time the cones and tape should be removed.
  - All paints, brushes, and painting materials must be kept within the taped off area.
  - Drop cloths must be used to protect street and sidewalk surfaces.
  - Paint spills must be immediately cleaned up.
- Anti-graffiti coatings are encouraged. Removal of graffiti often results in the removal of the anti-graffiti coating as well so may need to be reapplied.
- If artwork is tagged with graffiti or damaged within the display time period that was approved on the right of way permit the City will contact the applicant to repair. The

applicant has 7 days from notification to abate graffiti and 30 days from notification to repair any other damage. .

- A small logo of the organization installing the artwork may be included, provided the logo and its proposed placement is shown on the design submitted with the application materials.
- The City reserves the right to remove or cover over any artwork/decoration if the City determines it is a possible safety hazard, is too large, interferes with the flow of pedestrian or vehicular traffic, creates a maintenance problem, interferes with public service or other activities in adjacent areas or is otherwise inappropriate for the space.
- If the City owned property including utility boxes, retaining walls, etc. needs to be repaired or replaced -in part or whole -while the artwork is in place, there is no obligation on the part of the City to replace, repair or reinstall the artwork.

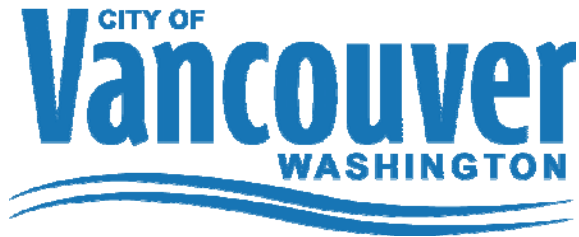
## **PROCEDURE**

### To Obtain a Permit

Under Vancouver Municipal Code (VMC) Section 11.60.060 (D) the City has the ability to issue right of way permits to allow artwork/decoration to be placed in the public right of way. Permits can be accessed online at

<http://www.cityofvancouver.us/publicworks/page/street-use-right-way-permits>.

Requests for a Right of Way Art Display Agreement or inquiries regarding artwork/decoration in the public right of way should be directed to the Public Works Department at (360) 487-7729 or [erik.bjerke@cityofvancouver.us](mailto:erik.bjerke@cityofvancouver.us).



## RIGHT OF WAY ART DISPLAY AGREEMENT

This Agreement is made between the City of Vancouver ("City") and \_\_\_\_\_ ("Applicant") who is interested in creating artwork using city property and agrees to comply with the policies and procedures outlined in the City' "Right of Way Art Display Policy".

NOW THEREFORE, the parties agree as follows:

1. Installation and Removal. The Applicant will be responsible for safe installation of the art, although City will have the final decision on whether or not the altered surface adequately meets the City's requirements. The City reserves the right to refuse to allow installation or to require immediate removal of the Artwork if the City believes it creates a potential hazard to the property, tenants or visitors. The Artwork must be suitable for display to a diverse audience including children. The City will not allow displays that contain profanity, nudity, graphic depictions of violence or any artwork that would create a hostile work environment for employees. No religious or political artwork may be display in City right of way with the exception of campaign signs.
2. Maintenance. In the event that maintenance or repair of the artwork is necessary during the display time period, the Applicant shall repair or remove the Artwork as soon as reasonably possible after being notified by the City.
3. Term. The Artwork shall be permitted on City property from \_\_\_\_\_ until \_\_\_\_\_. An extension of exhibit time may be negotiated by mutual agreement. Applicant agrees to remove the Artwork within forty-eight (48) hours of the agreed upon end date. If the Applicant fails to remove the art in the agreed upon timeframe, the City reserves the right to remove the art and to charge the Applicant for time and materials used in the removal.
4. Indemnification.
  - a. The Applicant understands that the Artwork will be displayed on public property and that the City does not assume responsibility or liability for Artwork exhibited on City property. The Applicant hereby releases the City and waives any claims against the City, its elected and appointed officials, employees or agents related to the City's failure to safeguard, protect or maintain the Artwork.
  - b. Applicant agrees to hold harmless, indemnify and defend the City, its officers, agents and employees from any and all claims, losses or liability for injury to persons and/or damage to property arising out of any willful misconduct, negligent act, error or omission of the Applicant, its agents, sub-consultants or employees in connection with the services required by this Agreement, unless such injury or damages results from the sole negligence of the City, its officers, agents or employees.

5. Transfer of Assignment. Permission to display the Artwork is personal to the Applicant or Organization and cannot be assigned or transferred without prior written agreement of the City.
6. General Provisions. This Agreement represents the entire agreement between the Parties. Agreement may be amended by mutual agreement in writing.
7. Termination. This Agreement may be terminated for convenience and without cause by either party upon thirty (30) days written notice.
8. Description of Artwork

APPLICANT: \_\_\_\_\_

ORGANIZATION (if applicable): \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPLICANT

By: \_\_\_\_\_

Applicant or Organization Representative

CITY OF VANCOUVER, a municipal corporation

By: \_\_\_\_\_

Approved as to form:

By: Preapproved Form \_\_\_\_\_

E. Bronson Potter, City Attorney