

## BEST PRACTICES FOR PUBLIC ART PROJECTS

1. Administrators should clearly represent the scope and budget of project in Calls for Artists and communications.
2. Artists should truthfully represent their role and the nature of past work when presenting portfolios.
3. Artists should design to available budgets and propose what they can realistically deliver within budget, especially during design competitions.
4. Administrators/Consultants should not ask Artists to appropriate or use designs proposed by other Artists in a competition (e.g. cherry pick from among other competitors). Nor should Artists use other Artists' ideas or concepts proposed during a competition.
5. Any organization or entity commissioning Artwork should pay Artists for design proposals.
6. Administrators should ensure a legal and fair process for developing projects and selecting Artists.
7. All organizations and entities commissioning Artwork should consider their process for developing projects and selecting Artists in light of the principles in Americans for the Arts Statement on Cultural Equity.
8. As reasonably possible and consistent with existing privacy policies and legal requirements, Agencies should protect Artists' private information.
9. Arts professionals should be involved in the Artist selection process.
10. Administrators/Consultants should not receive money from Artists being considered or awarded a project.
11. To avoid actual conflict or the appearance of impropriety, real or perceived conflicts of interest should be disclosed, and impacted decision-makers should abstain from involvement in the process.
12. All projects should have a written Agreement that includes a clear articulation of: scope of work, budget and schedule.\*
13. All parties should have time to read and understand agreements prior to signing, and may seek legal and/or business counsel.
14. Agreements should clearly articulate the process by which project changes are approved and any changes should always be made in writing.
15. If substantial redesign of a contracted artwork or an entirely new proposal is requested, due to no fault of the Artist, the Artist should be compensated.
16. Realistic life span of an Artwork should be mutually agreed by all parties and written into the Agreement.
17. Artists should choose appropriate materials for artwork based on the expected life. Care should be taken when integrating components into the Artwork that are not warranted for the minimum warranty period required in the Agreement. Attention should be paid to integrated components that may void underlying warranties.
18. Artist warranties should not exceed two years.
19. With regard to manufacturer warranties for integrated components, Artists should be required to only pass along those warranties provided by the manufacturer.
20. Where reasonable, obtainable insurance is required by law, municipal policy and/or in an Agreement, Administrators should work with Artists to assess the true cost of this insurance so that Artists can budget. As only licensed professionals can obtain professional liability and/or errors and omission progressive insurance, Artists who are not licensed professionals should have this requirement waived. However, Agreements may require licensed sub-contractors carry professional liability or errors and omissions insurance.
21. Administrators should not ask Artists to take on unreasonable or inappropriate liability.
22. Artists should have Agreements with their subcontractors, and include all relevant requirements of the prime contract in the sub-contract Agreement.\*
23. Project payment schedule should meet the cash flow needs of the Artwork schedule of deliverables.
24. Artists should retain copyright to their Artwork. However, Artists should expect to grant license to the contracting agency or ultimate owner for reasonable use of images of the Artwork for publicity, educational, and reasonable promotional purposes upon which the parties agree.
25. Artists and commissioning bodies and/or owners should provide reciprocal credit for their respective roles in commissioned Artworks.
26. Maintenance and conservation plans should be discussed and mutually agreed upon and Artists should prepare a detailed and feasible maintenance and conservation plan.
27. Commissioning bodies and/or ultimate owners should have collection management policies in place and notify Artists of these policies.
28. If an Artwork is damaged, Administrators should make a good faith effort to consult the Artist about repairs. Administrators are not obligated to work with Artists to make repairs, but should use best conservation practices.
29. If Visual Artist Rights Act (VARA) rights are waived, Agreements should nonetheless provide that, in the event of damage, alteration, or destruction of an Artwork that is not remedied to Artist's satisfaction, or relocation without Artist's approval, if the Artist believes the Artwork no longer represents his/her work, the Artist should have the right to remove his/her name from the Artwork.

\*Above is a condensed version due to space limitations. See Public Art Network resources [www.AmericansForTheArts.org](http://www.AmericansForTheArts.org) for sample documents.