

“A Cardinal Community”

Marion, Ohio

2017

Artist Packet & Design Rules

REVISED 3/23/17

Sponsored by: Downtown Marion, Inc.
Cardinal Committee



Additional Artist Packet and Design Rules may be found at
www.DowntownMarion.com

The Concept

17 large (6' tall, 5' long) cardinals sculpted in reinforced fiberglass that are painted with a variety of bright colors and designs and mounted throughout downtown Marion.

Similar projects



Sedona's pigs:



Salt Lake City's buffalo:



Chicago's cows:



Anchorage's salmon:



Eugene's ducks:



Pensacola's pelicans:

Cost: \$0. The goal is that all materials and labor are donated

Locations

- 17 (because Ohio is the 17th state)
- Downtown Marion: Center St., and Main St., and Church St.

Sculptor: Merle Randolph

Designers/Artists

Open competition to all current and former Marion County residents.

Car·di·nal

¹ kɑrd(ə)nəl/

Noun: a New World songbird of the bunting family, with a stout bill and typically with a conspicuous crest. The male is partly or mostly red in color.

Adjective: of the greatest importance

Synonyms: main, chief, primary, crucial, pivotal, prime, principal, paramount, preeminent, highest, key, essential



Few birds, or animals for that matter, are more distinct and recognizable than the cardinal - Ohio's state bird. Downtown Marion will be adorned with 17 statues (Ohio was the 17th state admitted to the Union) of this distinctive bird, creatively painted to spark recognition, conversation, and art to our city.

Marion - a “cardinal” city!

Rules of the Design Competition

NOTE: All submitting artists agree to be bound by the terms of this document. The full consideration to the artists is the publicity and recognition that will be given to the artist upon selection and completion of the project. The artists' designs are gifts to Marion!

Calling All Artists!

All current and former Marion County residents are invited to submit a design to the competition for possible selection. We are relying on your creative juices and can't wait to see the various designs that will be submitted!

All selected artists will be recognized and promoted in traditional media and social media, as well as promotional events.

There is no prize money involved - this is purely about creating pride in our community! If your design is selected, you have the option of painting a cardinal with your design if you state that you are qualified and competent to paint your design on a three-dimensional object. All paint will be supplied at no charge, **but an artist may supply his or her own paint or other medium (such as mosaic tiles, etc.).**

Unlike similar projects in other cities, these statues will be mounted to adorn our city indefinitely. There are currently no plans to auction the sculptures after a period of time, but that is possible at some point in the future. This is intended to be a long-term public art exhibit that will enliven and enrich our downtown!

Application Deadline

Artist Design Applications must be fully completed and submitted to the Design Selection Committee no later than **5:00 p.m. on April 30, 2017.** Designs must be submitted in paper format. Designs and applications in electronic format will not be accepted (We want to see your artwork firsthand.). All submitted drawings and designs become the property of Downtown Marion, Inc.

Where to Submit Your Application

All Design Applications must be submitted to any of the following locations:

1. Downtown Marion, Inc. - Harding Centre, 267 W. Center St., Second Floor, Marion, OH 43302
2. Marion Chamber of Commerce - Harding Centre, 267 W. Center St., First Floor, Marion, OH 43302
3. Marion Community Foundation - inside the Stengel-True Museum, 504 S. State St., Marion, OH 43302

General Design Guidelines

As modified from the original guidelines, the cardinals' heads do **not** need to be painted with red, black, and yellow colors to be realistic with the male cardinal. You may now incorporate your entire original design onto the head of the cardinal. In addition, the cardinal is perched on a tree stump. Your design may include the stump or you may leave the stump painted brown. Each cardinal will be unique and different. Seventeen different designs will be selected. You have freedom with your designs. Contemporary, modern, and abstract designs are allowed and encouraged for variety. Consider, also, this is a project to boost the pride of Marion. It is not required, but you may want to consider designs that may reflect the following:

1. Brightly colored
2. High quality
3. Themes relating to local landmarks, local history, famous local people, Ohio history, patriotism, Ohio and Marion pop culture. Examples: Harding Memorial, President Harding, Ohio's flag, the national flag, popcorn, steam shovels, agriculture, trains, Palace Theatre, downtown buildings/landmarks, etc.

Applicants may submit up to three (3) different designs for consideration.

Selection and Approval Process

1. The Design Selection Committee will review all the design applications and the committee will be the sole determiners of which designs will be chosen and approved to be painted on the cardinals.
2. The Design Selection Committee has sole and absolute discretion in the selection process. The process used by the Design Selection Committee is subject to change at any time.
3. Artists will not receive any compensation for their work. Sole consideration for this project will be the acknowledgement and publicity given to the artist as described herein.
4. Artists will be notified the selection results within one week after the Design Selection Committee has made its decisions.

Items to be Submitted for the Application

All of the following must be completed and submitted as one package or the application will not be considered by the Design Selection Committee:

1. A completed and signed "Artist's Agreement and Copyright Assignment".
2. A color sketch of your cardinal design. This sketch must include four drawings showing the front, back, and both sides of the cardinal. Please see the Cardinal Outlines Template attached for reference. **The drawings must be approximately 11" x 17" or smaller, but preferably no larger than 16" x 20"**.
3. An artist's bio or resume, which the artist hereby consents to full publication.

Technical Notes and Design Criteria

1. Designs must be appropriate, as determined in the sole discretion of the Design Selection Committee, for public display. Designs that are inappropriate, religious, political, sexual, or obscene will not be accepted. Determination of whether a design is inappropriate, religious, political, sexual, or obscene will be in the sole discretion of the Design Selection Committee.
2. For-profit corporate logos and advertising are not permitted; however, the theme of the cardinal can be related to, or reflective of, a business or organization type.
3. If approved by the Committee, alterations or additions to the cardinal sculpture or its design may be permitted.
4. Paint is the preferred medium, but other materials such as ceramic, glass, or similar objects may be used. Material other than paint will be supplied by, and paid for by, the Artist. Paint will be supplied at no charge to any selected artist who desires to actually paint the sculpture as long as the artist is qualified and competent to do so. If, in the sole determination and discretion of the Cardinal Committee, a cardinal is not painted in a quality deemed satisfactory, the Cardinal Committee may select another person to do the painting of the sculpture and the original artist waives any right to to such painting. As a cost-saving measure or due to limits regarding paint that is resistant to fading or weathering, the Cardinal Committee is permitted to choose and supply a color of paint that is different than the precise color chosen by the artist.
5. The cardinals will be placed in outdoor areas fully accessible to the public.
6. The paint supplied to the artist will be a type recommended by the sculptor and Cardinal Committee, but the Artist may suggest and supply his or her own paint with the approval of the Cardinal Committee.
7. A clear coat finish will be applied to all the finished sculptures. The paint and clear coat will be compatible.
8. A space will be provided for painting the sculptures. The space will be available for limited times, subject to the discretion of the Cardinal Committee. As an alternative, arrangements may be made to have the sculpture delivered to the artist's studio. The artists will be given a reasonable deadline by which to finish painting. If a cardinal is not finished being painted by the assigned deadline, another artist may be chosen to complete the painting.
9. The Design Review Committee and the Cardinal Committee have the sole discretion and authority to accept, modify, or reject any design.
10. Artists agree to follow and abide by all directions and warnings when priming, painting or clear-coating the cardinals. All artists hereby waive any claim against, and completely hold harmless, Downtown Marion, Inc., the sculptor, and individuals of the Design Selection Committee and Cardinal Committee for any injuries or harm sustained while priming, painting or clear-coating the cardinals or during any part of the process thereof. Priming and clear-coating will be provided by the Committee.

Artists Acknowledgement and Publicity

1. The name of the artist and the title of the artwork (if any) will be displayed on a plaque mounted to the sculpture.
2. The name of the artist and the title of the artwork (if any) will be provided to any media covering the cardinals.
3. The name of the artist and the title of the artwork (if any) will be listed in social media and Downtown Marion, Inc., website that publicizes the final sculpture and artwork.
4. The artist consents to allow the use of the artist’s name, bio, resume, and photo for any purpose related to the cardinals and the promotion of the cardinal project.
5. Other prizes may be awarded to the selected artists as may be determined by the Cardinal Committee.

Committee Members

<u>Cardinal Committee</u>	<u>Design Selection Committee</u>
Dean Jacob Nissa Stump Beth Meadows Clarissa Myers Lois Fisher Evelyn Warr-Cummings Ken Lengeiza Merle Randolph	Tom Williams Ann Schertzer Dean Jacob Lois Fisher Nissa Stump Evelyn Warr-Cummings Bev Ford Gale Martin Lyn Giles Gary Iams Sharon Russell B.J. Gruber Bruce Hagen/Chris Truax Kay Rothman Stickney Janet Stiverson Clarissa Myers Merle Randolph Beth Meadows

Contact Us:

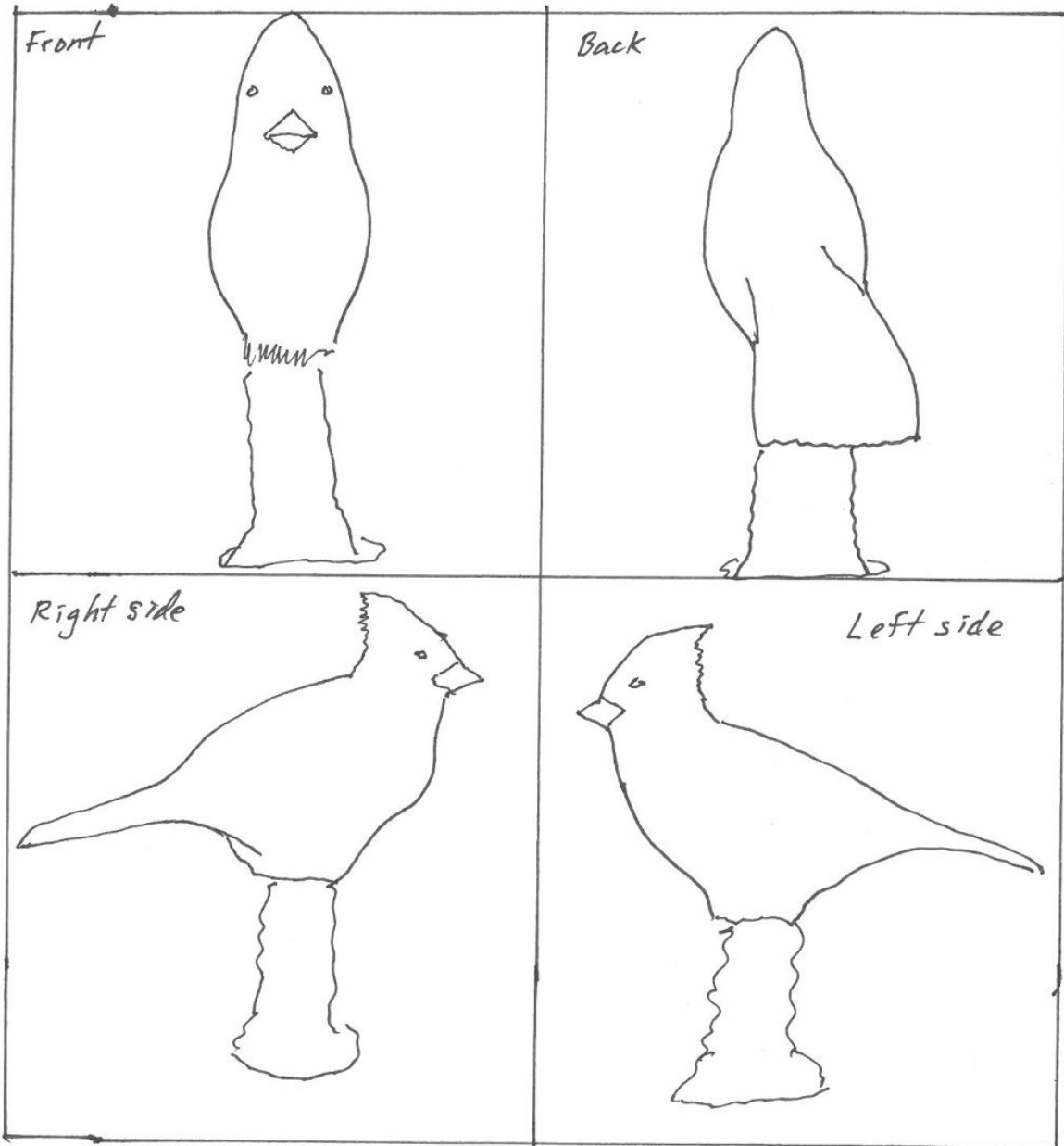
Any questions should be submitted to either of the following:

Dean Jacob deanljacob@gmail.com 740-389-6283	Downtown Marion, Inc., Clarissa Myers, Manager manager@downtownmarion.com 740-802-7329
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Attachments: Cardinal Outline Template; Artist Agreement and Copyright Assignment

CARDINAL OUTLINE TEMPLATE

The following outlines are an approximate representation of the front, rear, and side views of the sculpture. A photograph of a prototype of the sculpture is on the front cover. Use these outlines and the photograph as references for sketching your design. You should submit four drawings; one for each view of the cardinal. At least one drawing must be at least 11" x 17". The other three may be any size. Use colors you intend to use for the final painted sculpture.



Artist Agreement and Copyright Assignment

In full consideration of publicity granted by Downtown Marion, Inc., (“DMI”), an Ohio non-profit corporation, to _____
(print your name clearly)

(“Artist”), who is the author and creator of the design and sketches attached hereto and collectively referred to herein as “the design”, Artist hereby agrees as follows:

1. Artist shall be bound by all the terms and conditions stated in the “Artist Packet and Design Rules” that accompany this agreement.
2. Artist represents to DMI that he/she is the sole author of the submitted design and that the design is an original work of authorship which does not infringe upon the copyright or on intellectual property rights of others, and the Artist has the unencumbered right to make the agreements and assignments herein.
3. Artist represents that he/she is qualified and competent to paint or apply the final design on the three-dimensional sculpture in a manner that will accurately represent the design submitted. Artist may be required to submit a portfolio of work or other proof of the Artist’s ability to paint the final design on the three-dimensional sculpture. In the alternative, Artist may submit a design and, if selected for painting on the sculpture, permit and authorize another qualified and competent artist to paint the final design on the sculpture, or may permit DMI, its agents and assigns, to choose the artist to paint the sculpture.
4. Artist agrees to follow and abide by all directions and warnings when priming, painting or clear-coating the cardinals. All artists hereby waive any claim against, and completely hold harmless, DMI, the sculptor, and individuals of the Design Selection Committee and Cardinal Committee for any injuries or harm sustained as a result of priming, painting or clear-coating the cardinals or during any part of the process thereof.
5. Application deadline is **April 30, 2017**. Artist acknowledges the deadline for submission of the application packet and, if chosen as a selected artist, the deadline for completing painting of the sculpture. Time is of the essence of this agreement.
6. Artist hereby waives all his/her rights under the Visual Artists Rights Act. If selected, Artist permits DMI, its agents and assigns, to modify in any way the design and colors

of Artist's design and work product for purposes of final painting and application to the sculpture. DMI, its agents and assigns, shall not be liable for any change, modification, distortion, mutilation, or modification of Artist's design or the final cardinal sculpture and artwork. DMI is fully permitted and authorized to make any repairs to the cardinal sculpture if necessary, including any modifications to the Artist's original design and work product.

7. All drawings and designs submitted to DMI, by and through the Design Selection Committee of the Cardinal Committee, become the exclusive property of DMI and DMI owns the entire right, title and interest to the design. Artist hereby transfers and assigns all Artist's right, title and interest in and to the drawings and design including, but not limited to, all derivative works which are based on the design, together with all copyright applications and registrations therefore, to DMI. As owner of the drawings, designs, and finished sculptures, DMI has the right at any time to remove, move, replace, transfer, give, donate, sell, destroy, or otherwise dispose of the finished sculptures and retain the proceeds from any sale thereof.
8. The terms of the Artist Packet & Design Rules is hereby incorporated into this agreement and assignment, and made a part hereof, by this reference.
9. This agreement and assignment shall be governed by the laws of the state of Ohio.

Artist's information (print clearly):

Name: _____
(print exactly as you want your name to appear on plaque and in print)

Mailing Address: _____

City: _____ State & Zip: _____

Email address: _____

Home phone: _____ Mobile phone: _____

Title of Your Cardinal Design (optional): _____

Design Statement (Brief description of your design and what inspired you): _____
