

New York Botanical Garden
AROUND THE TABLE: THE STORIES OF THE FOODS WE LOVE
Call For Artists Terms and Conditions

The following confirms rules and sets forth the legal terms and conditions under which Artists will submit proposals for a design that will be incorporated into a table ("Table") for display and public use at the New York Botanical Garden ("NYBG" or "Garden") as more fully described in the Call for Artists ("Call").

Eligibility

Applications will only be accepted from Artists over the age of 18 who live or work in the Bronx. Employees or the immediate family members of employees of NYBG.

Proposals

Artists must submit their table design proposals to the Garden in the required format and by the deadline outlined in the Call. Only complete proposals fully meeting these requirements and deadline will be considered. Once submitted, the Garden will be unable to return proposals or entertain subsequent changes or edits.

Selection

A selection committee appointed by the Garden will review proposals and select designs for display and public use in its sole and exclusive discretion as part of a jury process. The Garden makes no guarantees that any submitted proposal will ultimately be selected as part of this process. The Garden may, in its sole discretion, decide not to exhibit or otherwise utilize the selected design for any reason. The Garden will notify Artists of their proposal's selection on or before the date listed in the Call, or any extension thereof.

Honorarium and Payment

Selected Artists will receive an honorarium in the amount of \$5,000 ("Honorarium"), to be paid by ACH transfer as follows: \$2,000 after execution of a written agreement outlining Artist's acceptance of exhibition terms and conditions; and the balance of \$3,000 upon completion of the installation of the selected Artist's table at the Garden. All amounts paid to an Artist who, through no fault of the Garden, fails to complete his or her design through the time of installation shall be returned to the Garden without any offset for time or materials purchased.

The Honorarium shall be paid to the Artist specified on the IRS Form W-9 that each selected Artist will be required to complete and return to the Garden. Payment of the Honorarium shall constitute the Garden's entire obligation to compensate Artists for any consideration or costs incurred in connection with their participation in the Artists' Tables project and for any other future use of the Artist's table design by the Garden. No remuneration of any kind will be provided to Artists who do not fully cooperate with the Garden's documentation and payment process or to Artists whose proposals are not selected for display and public use as part of the exhibition. In addition, Artists shall be solely responsible for purchasing and paying for the cost of all materials used to produce their Table design.

Production Process

All Artists must produce their table in consultation with the Garden's Interim Head of Exhibitions. Each selected Artist will be provided onsite an unfinished table at no cost but will be responsible for the cost of all materials required to complete the design, including the transport thereof. The Garden reserves the right to make, or to request that an Artist make at his or expense, reasonable design and material changes consistent with the themes of the Exhibition, appropriateness for public view and use, or other reasons in the Garden's sole discretion.

Ownership and Copyrights

The Garden shall own all right, title and interest in the physical Table, subject only to an Artist's ownership of the copyright or other intellectual property rights to the art. The Garden may display and use the Table in its sole discretion, and may display any configuration of all or part of the Table's design in its sole discretion.

Licensure

Artists shall grant to the Garden a non-exclusive, irrevocable, perpetual, worldwide, and royalty-free license to photograph and audio-visually record the Table and to use and reproduce the resulting documentation for the Garden's educational, publication, exhibition, promotional, fundraising, archival, and other lawful purposes. Such license shall also apply to any biographical or other background materials, including the Artist's likeness and voice, obtained by the Garden for related educational, promotional, archival and lawful purposes. The Garden shall own all property rights, including the copyrights, in such materials, records and other documentation, subject to the Artist's existing copyright in the design.

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Originality and Third-Party Claims; Indemnification

Table artwork and designs must be original to the Artist and not infringe the copyright, trademark, personal, or property rights of others. Artists shall be solely responsible for clearing any copyrights or other intellectual property rights of third parties in connection with their design and shall defend, indemnify, and hold harmless the Garden and the City of New York against third-party claims for infringement.

Remediation and Disposal Rights

Tables are considered temporal and subject to wear and tear from public use and exposure to outside elements and weather without limitation. The Garden shall have the right to make any and all necessary touch-ups and repairs to Tables as determined in its sole discretion, but may choose to consult with the Artist before doing so. If the Garden determines in its sole discretion that the Table is no longer appropriate for its original function or is beyond repair, the Garden reserves the right to dispose or destroy the Table, provided that Garden will endeavor to notify Artists in advance and, if appropriate, return Table materials at an Artist's request and expense.

In order to facilitate touch-ups, repairs, or the disposal any Tables that exhibit physical or visual deterioration as determined by the Garden in its sole discretion, Artists waive their rights under the Visual Artists Rights Act so that the Garden may perform these acts even if they result in the distortion, mutilation, modification or ultimate destruction of the table or design.