

105 North Union Street Alexandria, VA 22314 703.746.4570 torpedofactory.org @torpedofactory

# Agreement between the City of Alexandria through its Office of the Arts and [Juror Name] for Juror Artist-Selection For Torpedo Factory Art Center

**THIS AGREEMENT**, is made on this <u>X</u> day of <u>XXXXXXX 202X</u>, by and between [Juror Name] ("juror") and the City of Alexandria, a municipal corporation of the Commonwealth of Virginia, ("City") through its Office of the Arts, a division of the City's Department of Parks, Recreation and Cultural Activities ("RPCA") (the "Parties").

Juror is a [basic credentials].

The City's Office of the Arts, manages the Torpedo Factory Art Center ("TFAC"). The mission of RPCA is to enrich the City of Alexandria by creating meaningful experiences through public space, cultural activities and programs. The mission of the TFAC is to ignite the creative spirit. TFAC strives to be a 21st Century leading arts institution with an outward looking broad and deep connection to Alexandrians, visitors, and artists built on equity, high performance, and a curated building of artists at its heart.

The City owns the TFAC located at 105 North Union Street in Alexandria, Virginia. The Alexandria City Council has determined that it is in the best interests of the public to lease studios to working artists at a subsidized rate. The City seeks artist of the highest quality to lease said studios. The selected Juror brings a wealth of experience selecting, curating and/or or reviewing visual art.

In consideration of the promises and mutual benefits contained herein and accruing to the Parties, the Parties agree as follow:

# 1. Understanding:

- a. The Juror shall score applications for the for a three (3) year studio lease at the TFAC called the "2022 Open Call for Resident Artists at Torpedo Factory Art Center".
- b. The Juror shall judge applications for studios; artists may apply individually or in a group of up to four (4) artists for a studio. Therefore, jurors may be scoring individual artists and/or groups of artists. Scoring a group of artists, the Juror shall score the application as a whole unit. Jurors shall judge each application based on the totality of material presented.
- c. Applicants' may also apply to only be an "Artist Pro Tem", giving them the ability to sublease rather than lease. They are scored in the same fashion.
- d. The City seeks the highest quality artists to fill its TFAC studios. The first priority is artistic merit (described in section 5, "The Application"). As TFAC juries for subsidized studios that are open to the





public and require the ability to work among others, it also becomes important to consider factors such as an artist's experience, their background, intended use of studio, and ability to communicate with the public.

- e. Juror shall be scoring applications in three (3) Phases, with each application being worth a total of 100 points.
  - i. <u>Phase I</u> is a blind process that reviews artistic merit and is worth 50 points. Limited applicants move to Phase II.
  - ii. <u>Phase II</u> reviews the applicants' backgrounds and ability to express artistic statements. It is worth 25 points. Limited applicants move to Phase III.
  - iii. <u>Phase III</u> is in-person at the Art Center and reviews the applicants' ability to speak about and present their artwork and provide jurors with an in-person view of their artwork. Phase III is worth 25 points.
- f. The City uses the jurying application Submittable for its online jurying. Juror shall visit the TFAC for Phase III of the application process on the dates given in Section 4. "Jurors Timeline".
- g. Applications are open to all visual artists including, but not limited to, painting, ceramics, photography, jewelry, glass, fiber, printmaking, sculpture, digital art, mixed media, and new or extended media.
- h. The Juror shall be part of a group of four (4) total Jurors. The Jurors shall consist of four (4) experts from the field of art curatorial, galleries, museums, or academia. Each of the four (4) jurors shall independently take part in each phase of the application process. To foster a climate where equity and mutual respect are intrinsic, efforts will be made to include jurors from a broad spectrum of demographic and philosophical differences, including age, ethnicity, gender, physical abilities, educational background, and work experiences.
- i. As a municipality, the City is subject to the Freedom of Information Act (FOIA), and therefore all correspondence, scoring, and notes are subject to be viewed by the public when requested.
- j. The City shall advertise Juror's involvement in the application process to include a biography and photo.

# 2. Payment:

Juror shall be paid a total of <u>\$X,XXX.XX</u> at the conclusion of this Agreement by the City. Payment shall be processed approximately sixty (60) working days after the City receives required payment forms outlined in section 3 "Responsibilities".

# 3. Responsibilities:

- a. The City shall be responsible for:
  - i. Marketing the application.
  - ii. Communication and coordination of applicants.
  - iii. Prepare and set up applications on Submittable.com.
  - iv. Help to facilitate and answer questions of Jurors throughout this process.
  - v. Place and assign applicants in studios as determined by the scores of the Jurors.
- b. The Juror shall be responsible for:
  - i. Signing this Agreement including providing contact information in section 7 "Contacts".
  - ii. Provide a short, one paragraph, biography to the City for potential publication.
  - iii. Take part in an online Juror orientation at a mutually agreeable day and time to the Parties.
  - iv. Payment Forms: Completing and returning a W9 Form (Department of the Treasury, Internal Revenue Service, Request for Taxpayer Identification Number and Certification), and invoice for the total listed in section 2 above to the City.
  - v. Meeting assigned deadlines (see section 4 "Jurors Timeline" below).
  - vi. Review and score applications according to the scoring system based on the criteria provided in section 5 "The Application".

## 4. Jurors Timeline:

The following Jurors Timeline shall be adhered to.

- 1. April 24, 2023: Scoring of Phase I by Jurors Begin.
- 2. May 9, 2023, by 10 a.m.: Phase 1 scores submitted by Jurors.
- 3. May 12, 2023: Scoring of Phase II by Jurors Being.
- 4. May 30, 2023, by 10 a.m.: Phase II scores submitted by Jurors.
- 5. June 14, 7 10 p.m.: In-Person Application Presentations held at the Art Center.
- 6. June 17 between 10:30 a.m. –5 p.m.: In-Person Application Presentations held at the Art Center.

#### 5. The Application:

Juror shall judge the applicant based solely on the application and presentation of that application, not by any past interactions the Juror may have had with the applicant(s), the applicant's reputation, or their artwork the Juror may have seen in the past.

Applications are accepted for individual artists who want a studio or groups of up to four (4) artists that wish to share a studio. Each application is scored as a single applicant, be it an individual application or a group application.

Jurors shall provide written feedback to each application. Therefore, Jurors shall write at least one (1) comment in each Online Application and the comment(s) shall be shared with the Applicant(s). Juror feedback does not affect the score or decision of studios awarded.

Using Submittable: Jurors shall use Submittable for the Online Application Phase I and II.

- a. City shall provide Juror with tips to use Submittable successfully prior to scoring of Phase I.
- b. Submittable also has a fast and helpful customer service if needed at <a href="https://www.submittable.com/help/organization">https://www.submittable.com/help/organization</a> .

#### Online Application:

- 1. <u>Phase I</u>: Worth a total of 50 points, names are not to be provided.
  - a. Applicants shall include the following in the online entry:
    - i. A total of nine (9) images (or video) of artwork produced in the past two (2) years for each artist applying as part of the application. A maximum of four (4) artists may apply for one studio. Therefore, there may be 9-36 images pending on how many artists apply.
    - ii. An image list explaining title, media, size, and date. For group applications, it should also denote that it is connected to the first, second, third, or fourth artist, without using names.
  - b. Juror shall score, Phase I, the applicant's artistic merit in the following system. They are scored on a scale of 1 10, higher scores are better.
    - i. Artwork reflects an understanding of, and personal place within, the current art scene, aesthetically and conceptually, as well as a desire to contribute to it. (Worth up to 10 points)
    - ii. Artwork clearly reflects and expresses the artist's conceptual ideas and reveals something about the world, communicating unique perspectives, inviting the viewer to question, discover, and explore. (Worth up to 10 points)

- iii. Artworks reflect a strong understanding of presentation, technical skill, and mastery of chosen mediums. (Worth up to 10 points)
- iv. Artist shows commitment to and displays clear ability to produce a comprehensive body of work showing an authentic relationship to the work. (Worth up to 10 points)
- v. Artist produces original concepts and artwork expanding the use of media and technique. (Worth up to 10 points)
- 2. <u>Phase II</u>. Juror shall begin scoring Phase II after notification from the City to do so. Worth a total of 25 points, names will be provided.
  - a. Applicants shall include the following in the online entry:
    - i. A self-selection of their career level for each applicant based on one of the following categories:
      - 1. Beginning Artist: Are currently creating an elemental yet functional body of work.
      - Emerging Artist: Have completed at least one (1) year as an artist and are currently creating an independent elemental yet functional body of work. Have been juried, selected, curated, or hired to take part in a local/regional performance, teaching opportunity, residency, exhibition, publication, or otherwise.
      - Mid-Career Artist: Have sustained a professional practice and created an independent body of work that demonstrates artistic exploration and development for over a minimum of five (5) years. Have been juried, selected, curated, or hired to take part in at least two of the following within the past ten (10) years: performances, teaching opportunities, residencies, exhibitions, publications, or otherwise outside of the Torpedo Factory Art Center building.
      - 4. Established Artist: Have created several independent bodies of work over a minimum, or hired within the past ten (10 years to take part in at least two of the following, one being outside the Greater Washington, D.C. area: performances, teaching opportunities, residencies, exhibitions, publications, or otherwise, including one (1) solo exhibition regionally or nationally outside of the Torpedo Factory Art Center building.
    - ii. Short written statements:
      - 1. <u>Artist Statement</u>. There should be one statement from each artist on the application. An Artist Statement provides context for your work. What are your goals? What influences you? What themes or subject matter do you focus on and why? (Less than 200 words.)
      - 2. <u>Process Statement</u> detailing how the art is made. There should be one statement from each artist on the application. (Less than 200 words.)
      - 3. <u>Engagement Statement</u> about how the Applicant(s) will engage with the public and utilize the publicly accessible studio (Less than 300 words.) There should be one statement for the whole application, not for individual artists.
    - iii. <u>Resume or CV</u> for each artist applying to show that they align with their career level. An Artist's Resume or CV should focus on things related to their art, for example if they attended an art school, exhibitions (group and solo), residencies they may have had,

membership, awards, presentations, publications they may be highlighted in or have written, and relevant teaching experience.

- iv. <u>Active social media and/or website links</u> for each artist applying to show self-marketing, professionalism, and engagement ability. (For Incumbent Artists, the website should be something other than the artists' profiles on torpedofactory.org.)
- b. Juror shall score Phase II in the following system. They are scored on a scale of 1 5, higher scores are better.
  - i. PUBLIC INTERACTION
    - 1. Applicant(s) clearly expresses their creative process and conceptual ideas as demonstrated in their Artist Statement. (Worth up to 5 points)
    - 2. Applicant(s) clearly expresses their art making process as demonstrated in their Process Statement. (Worth up to 5 points)
    - 3. Applicant(s) will use studio to engage the public and create artwork that will be engaging to the public, not as a gallery, as demonstrated in their Engagement Statement. (Worth up to 5 points)
  - ii. CAREER: Applicant(s) demonstrates that they match and understand their career level as stated above, stablishing that they are on a path of advancement in their career as described in their Resume(s) or CV(s). (Worth up to 5 points)
  - iii. MARKETING ABILITY: Applicant(s) demonstrates the ability to market themselves or be marketed in an engaging and professional way. (Worth up to 5 points)

In-Person Application:

- <u>Phase III</u>: Worth a total of 25 points, Juror shall score Phase III on paper provided by the City at the time of the Applicants presentation. Phase III shall take place at the TFAC in room 325 with an open audience.
  a. Applicants shall perform the following:
  - i. A five (5) minute presentation (per application) of artwork via slides and two (2) actual artworks per artist presented to the jurors and open audience.
    - 1. Presentations shall be open for the public to attend.
    - 2. Applicant(s) shall be able to expand upon notions found in their Artist Statement and Process Statement.
    - 3. Jurors may take additional time to ask questions of the applicant(s) or to better view the artwork.
    - 4. Process examples or any other material is not permitted. Applicant(s) shall not give anything to the jurors to keep.
  - b. Juror shall score Phase III in the following system.
    - i. Applicants' ability to express artistic information in an accessible and understandable way. (Worth up to 5 points)
    - ii. Applicant(s) demonstrates a strong interest in being at Torpedo Factory Art Center and expresses a positive working attitude, professionalism, an interest in working within a community of artists, and a desire to engage with the public. (Worth up to 5 points)
    - iii. Applicants' in-person artwork matches the quality of artwork displayed as digital files. (Worth up to 5 points)
    - iv. Applicants' in-person artwork displays a level of craft and mastery of media to express the artists' intentions. (Worth up to 10 points)

## 6. Equity and Recusal:

City holds the notion of working toward a world where we are all embraced for who we are, and are able to thrive to each our highest potential. Removing barriers to full participation and belonging in life and culture. Equity means promoting just and fair inclusion throughout our city, and creating the conditions in which everyone can participate, prosper, and reach their full potential.

Juror shall not discriminate against applicants on the basis of race, color, religion, sex, national origin, ancestry, disability, marital status, familial status, sexual orientation, or age.

Juror shall recuse themselves from scoring or commenting on an applicant if:

- Juror, or a member of their immediate family, accepted a gift(s) in any form, or inside information for personal benefit, from the applicant.
- Juror has a personal interest in the applicant's success or failure, including if:
  - That applicant is/was Jurors personal student in their class.
  - o Juror, or Jurors immediate family, has a direct financial benefit.
  - Juror has been or will exhibit their artwork in a five (5) artist or less exhibition which includes the applicant.
  - Juror personally curated, or is curating, an exhibit of five (5) or less artists which includes the applicant.
  - Juror is personally writing, or has written, a document featuring five (5) or less artists which includes the applicant.
  - o Juror, or their immediate family, benefits from the use of the applicant's property.
  - Juror personally owns or sells artwork by the applicant.
  - Juror works for the applicant.
- Juror is related to the applicant.

If any of the following is true (to the best of Jurors knowledge), Juror may score or comment on an applicant if Juror disclose the following to be true, in writing, on the final score cards/evaluation forms if:

- That applicant is/was a student in their school but not their personal student.
- Juror has been or will exhibit their artwork in a six (6) artist or more exhibition which includes the applicant.
- Juror personally curated, or is curating, an exhibit of six (6) or more artists which includes the applicant.
- Juror personally is writing, or has written, a document featuring six (6) or more artists which includes the applicant.
- Juror is employed by an organization that has exhibited/will exhibit or write about/will write about artwork by the applicant.
- Juror is employed by an organization that represents the applicant.

#### 7. Contacts:

Contacts for the Parties are as follows

a. <u>TFAC</u>

Brett Johnson Director, Torpedo Factory Art Center City of Alexandria Office of the Arts 105 N Union St; Alexandria VA 22314 703.746.4577 (office) 571.414.7159 (mobile) brett.johnson@alexandriava.gov b. <u>Juror</u>

Name:	
Street address:	
City, State & Zip code:	
Phone number:	
Email address:	

#### 8. Termination of Agreement:

Either party may terminate this Agreement with one hundred and twenty (120) day written notice to the other party. Such notice shall be sent to the parties via US postal mail to the addresses as set forth in section 7: Contacts. If the City terminates the agreement, it shall remain responsible to pay the Juror in full as outlined in section 2 above.

#### 9. Term:

The term of the Agreement shall commence upon signature and shall end on July 28, 2023.

#### 10. Representations:

By signatures below of their authorized legal representatives, the parties represent that they accept this Agreement and agree to comply with and be bound by its terms and conditions.

#### 11. Amendment:

No amendment of this Agreement shall be binding on either party unless set forth in a written document duly executed by the authorized representatives of both parties.

# **12.** Applicability of Federal, State and Local Laws:

This Agreement is subject to any and all applicable provisions of federal, state, and local laws. This Agreement shall be interpreted, construed and enforced under the laws of the Commonwealth of Virginia, including but not limited to the City of Alexandria's ordinances and regulations.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement:

#### **CITY OF ALEXANDRIA**,

A municipal corporation of the Commonwealth of Virginia

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