Tuesday, November 29, 2022

ARTS COMMISSION: 2022 Call for Entry Application and Artist's Agreement

Artist's Information

Name	Elizabeth Fortney
Email	elizabethfortneyphotography@gmail.com
Phone Number	(513) 616-9452
Website:	www.elizabethfortneyphotography.com

Artist's agent/representative IF such person is to be the main contact:

Art Work: One submission per artist

Name of Piece	Cottonwood Glory
Retail Price:	$1,685.00
Materials:	2D photograph on metal
Dimensions (height - width - depth)	45 x 45
Photo(s) of Art Piece: Must be high resolution, high quality	

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Brief biography of artist:

I was born in Washington, D.C. I was fortunate to have a father who loved to travel and loved to capture the memories of his travels in photographs. This was his legacy to me. He gave me my first camera - a Brownie box camera - when I was six. I was hooked from the start.

When I was 16, my family took a road trip across the country, visiting almost all of the Western states. When we arrived in Southwestern Utah, I declared that I would live here some day. As I recall, my father rolled his eyes, but I never gave up my desire and visited here many times over the years.

After a 35 year career in the Midwest, I finally achieved my dream of moving to Utah to pursue photography full time. I am blessed to wake up every morning in such a beautiful place, full of amazing photographs just waiting to be taken.

Professionaly, I am represented by Gallery 873 in Kayenta, and I also have a website - ElizabethFortneyPhotography.com. My business has been designated as a "Trusted Art Seller" by the Art Storefronts Organization.

I was honored to have my photographs chosen to illustrate the cover and chapter breaks in a book called "Planted in a Storm" by Markay Brown, Utah State Poetry Society Poet of the Year in 2019.

Description of inspiration for the piece:

I initially discovered this tree in 2016 and knew that there was a photograph there just waiting to show itself. I loved the shape of the tree, the backdrop of the magenta rock and the two little Christmas trees in the top left and bottom right hand corners. I have photographed this tree at least 25 times over the years, in every season, every weather condition, and every possible light, but never captured that "perfect shot". After a very poor day of shooting last fall, I was in the vicinity of the tree and decided to stop by. It had been cloudy all day, but shortly after I arrived, a sunbeam poked through the clouds and lit up the tree like a spotlight. The yellow leaves provided a firey foreground against the contrasting dark magenta rock face. I have heard it said that a coincidence is really God showing up and acting anonymously. I believe THAT was this shot. The hole in the clouds closed up in less than five minutes and the light was gone. So I got my "perfect shot" in five minutes....and five years.

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All applicants must accept the terms, as set forth below, of this Artist's Agreement in order to be eligible for consideration for the Ivins City Art- on-Loan program. Your acceptance of the terms is effective by entering your signature and date in the spaces provided. In the event you are not selected for the art on loan program, this Agreement has no effect.

Terms and Conditions

Artist, identified above, shall loan his/her sculpture or 2D art piece to the City of Ivins for a period of one year running from April, 2023 to April, 2024 ("Display Period"), during which time Ivins will display the artwork, and it will be offered for sale or lease to public entities or private citizens. Ivins shall be entitled to 25% of the sale or lease resulting from its inclusion in the Ivins' Art-on-Loan program and negotiated during, or for one year after, the Display Period. All sales or leases will begin at the conclusion of the Display Period. Artist is solely responsible for setting the sale price or lease terms, except that such sale or lease shall not begin until the conclusion of the Display Period. Ivins City has sole discretion to select artwork to be exhibited and is under no obligation to select any one or more pieces for display.

Artist certifies that the artwork submitted for the Art-on-Loan program:

- (outdoor pieces only) is constructed of materials able to withstand Southern Utah's variable climate which ranges from 20 degrees in the winter to 115 degrees in the summer months. Outdoor pieces also must be able to withstand children climbing or interacting with the art.
- is free of any sharp edges or potentially dangerous elements;
- is an original creation by the applicant artist;
- is visually engaging and appropriate to the Ivins City environment and diverse culture;
- exemplifies strong originality in design and content;
- does not require the use of electricity, audio/visual technology, water or other resources;
- meets public safety, structural and maintenance standards;
- complies with all laws applicable to the placement location; and
- will not require regular maintenance during the Display Period

Artist is responsible for:

- (outdoor sculptures only)securely attaching the artwork to a durable steel base or mounting plate in order for the piece to be welded to a metal or concrete pedestal or other installation requirements as described above. Assistance with determining these requirements may be available from Ivins Arts Commission.
- transporting or shipping the artwork to and from locations within Ivins identified by Ivins; and
- arranging, if necessary, storage of the artwork before or after the Display Period;

Ivins is responsible for:

- installing pedestals;
- securing the artwork to the pedestals or otherwise securing the artwork at the selected site;
- maintaining property insurance for the actual replacement value on the artwork in the event of vandalism, theft or other accidental damage. Such insurance shall be the sole remedy for such damages, Artist will not be entitled to any other compensation/remedy, and Ivins shall not be liable for monetary or other damages to Artist; and
- making reasonable efforts to market the exhibited artwork.

Ivins reserves the right to:

- make all installment/placement decisions; and
- make emergency repairs to artwork it deems necessary.

Artist explicitly gives permission for Ivins City and its Arts Commission to use Artist's name, and to photograph Artist and/or the displayed artwork, and publish them on the City's and/or the Arts Commission's websites, in community informational materials or other media to promote the art-on-

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loan program and Living Artfully in Ivins.
Artist understands that Ivins City and its Arts Commission will take reasonable care to protect the artwork while in its custody, but Artist submits it at his/her/their own risk.
By Artist's signature (electronic or other) Artist accepts and agrees to the above terms and conditions;

Signature	Elizabeth V. Fortney
Date	Tuesday, November 29, 2022

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