



**PUBLIC ART DONATION APPLICATION**

This application is intended for projects in the adjacent public right of way or on City property or City maintained property. Public art proposed to be located on City property or City maintained property is subject to the Public Art Donation Program.

Applicant name Levi Pick / Noah Pick / Michael Pick

Property Address [REDACTED] Assessor's Parcel Number (APN) [REDACTED]

Phone [REDACTED]

Artist or Donor's Name Lion's Club / City of Ab Parks & Rec

Title of Work Rancho Hoops

Artist's Statement (or attach separately) Refurbish the basketball court at Rancho Grande Park turning it into a functional art piece reflecting the Ab Community. Concepts for court attached.

Materials Sealant, Paint, Sand, Basketball, Is

Size of Work 94' x 50' (including border)

Preferred Public Location (Map Recommended) Attached for

Estimated Value of Donated Work \$25,000

Manner of Installation Hand for refurbish court, equipment goals

Estimated Maintenance Cost TBD - Minimal

- Items to Provide Separately:
- Artist's resume, if available
  - Statement from the donor and artist that the art is free of encumbrances and waiving rights under the California Arts Preservation Act, section 987 of the California Civil Code ("CAPA"), and the Visual Artist Rights Act, section 106(a) of the United States Code ("VARA")

- Items to Provide Prior to installation:
- Complete set of plans or specifications
  - Copy of a maintenance record identifying maintenance, installation, and removal instructions
  - No-fee building permit, if required

Application will not be processed without completed application form.

Applicant/Representative: I reviewed this application and the information is accurate to the best of my knowledge. I understand that the City of Arroyo Grande is not guaranteed by submittal of this application.

Signed [Signature] Title Co-Applicant Date 12/1/24

**STAFF USE ONLY**

Application received by \_\_\_\_\_ Date deemed complete \_\_\_\_\_

City Council Public Hearing Date \_\_\_\_\_ Architectural Review Committee Date \_\_\_\_\_

**ATTACHMENT B**  
**Waiver of Proprietary Rights**

I am the applicant to the City for a permit to install an original art piece (“Artwork”) on the Rancho Hoops basketball court located in the City of Arroyo Grande, California;

The City’s Public Art Guidelines and Public Art Donation Program, approved through Resolution 5358, require that I provide the Artist with information about artists’ rights under California and federal law;

I understand that I will only have complied with these obligations by submitting a notarized disclosure and waiver of proprietary rights agreement attached hereto.

X

**DISCLOSURE OF ARTIST’S RIGHTS  
AND WAIVER OF PROPRIETARY RIGHTS**

Disclosure of Artist’s Rights

Artist has designed a work of visual art in the form of a mural that will be affixed to the Rancho Hoops basketball court located in the City of Arroyo Grande, California (“the Artwork”).

Entitled (Name of Artwork): Rancho Hoops

The property where the Artwork is proposed to be located is City-owned property. Artist may have “moral rights” in the Artwork, separate from economic rights.

These include the right of attribution (authorship) and integrity (the right to prevent intentional distortion, mutilation, or other modification of the artwork).

Two relevant laws are:

The Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) (“VARA”); and

The California Art Preservation Act (Cal. Civ. Code §§987 - 989)(“CAPA”)

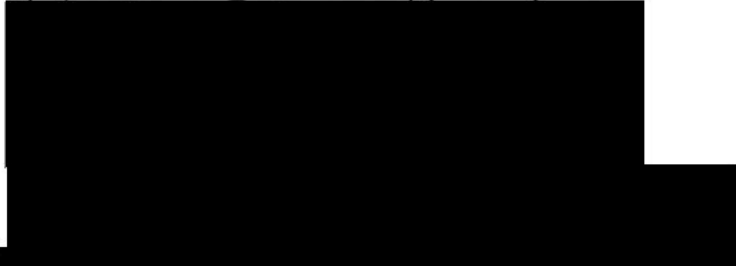
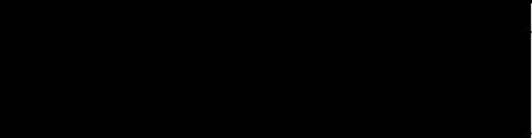
This above summary is not intended to be a complete list of all laws in this area or a complete recitation of the law in this area. Artist is encouraged to read the laws above and to seek legal advice to better understand Artist’s rights.

**CITY ADDRESS FOR NOTICE**

Name: Sheridan Bolken  
Address: 300 E Branch St  
Arroyo Grande  
Email: Sbolken@arroyogrande.org  
Phone: 805-440-5024  
Signature: \_\_\_\_\_  
Date: 8/22/24

**ARTIST ADDRESS FOR NOTICE**

**ARTIST understands the effect of this waiver and hereby acknowledges that, by signing this waiver, ARTIST is surrendering the rights described herein with respect to the Artwork.**

Name: Trevor Weiger  
Address:   
Email:   
Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: 8/22/24

**SUBMIT NOTARIZED AGREEMENT**

## Waiver of Proprietary Rights

In consideration of installation of the Artwork on City-owned property, Artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Artwork and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA"), the California Art Preservation Act (Cal. Civ. Code §§987 - 989) ("CAPA"), or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Artwork, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by City, its officers, employees, agents, contractors, licensees, successors or assigns.

If the Artwork is incorporated into a building or location such that the Artwork cannot be removed from the building or location without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Artwork, Artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Artwork.

City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork, in whole or in part, in City's sole discretion.

City has no obligation to pursue claims against third parties for modifications or damage to the Artwork done without the City's authorization. However, City may pursue claims against third parties for modifications or damage or to restore the Mural if the work has been modified without City's authorization. In the event that the City pursues such a claim, City shall make a good faith effort to notify the Artist, and Artist shall cooperate with City's efforts to prosecute such claims.

If the City modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

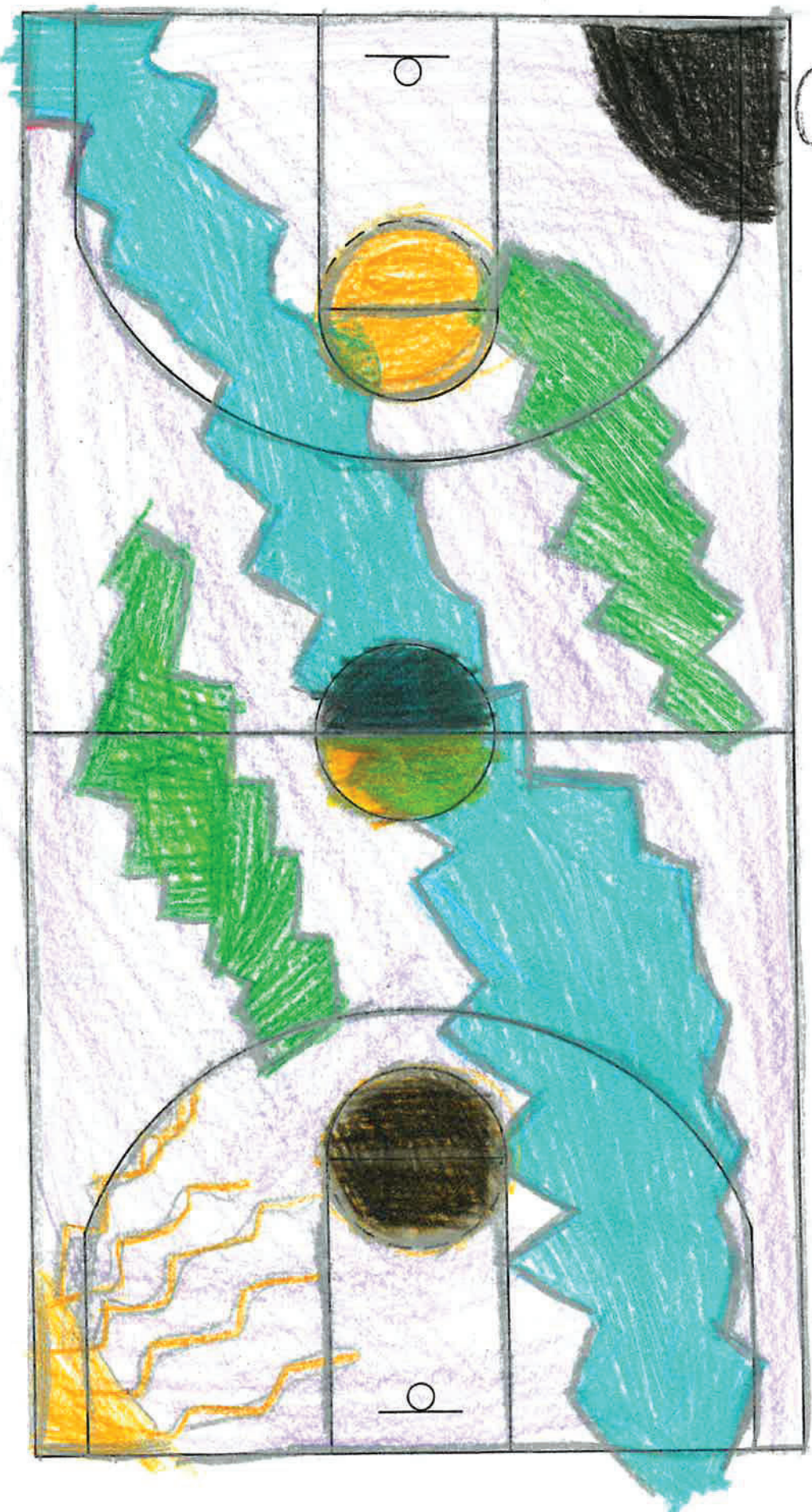
Artist/Applicant shall defend, indemnify and hold harmless the City of Arroyo Grande and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Artist/Applicant's employees and agents, or damage or destruction of any property of either party hereto or of third parties (collectively, "Claims"), related to or arising in any manner regarding the Artwork, including any Claims related to or arising from the Visual Artists Rights Act of 1990 and the California Art Preservation Act.

**Artist bears the sole responsibility for providing City with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the City's address for notice below.**



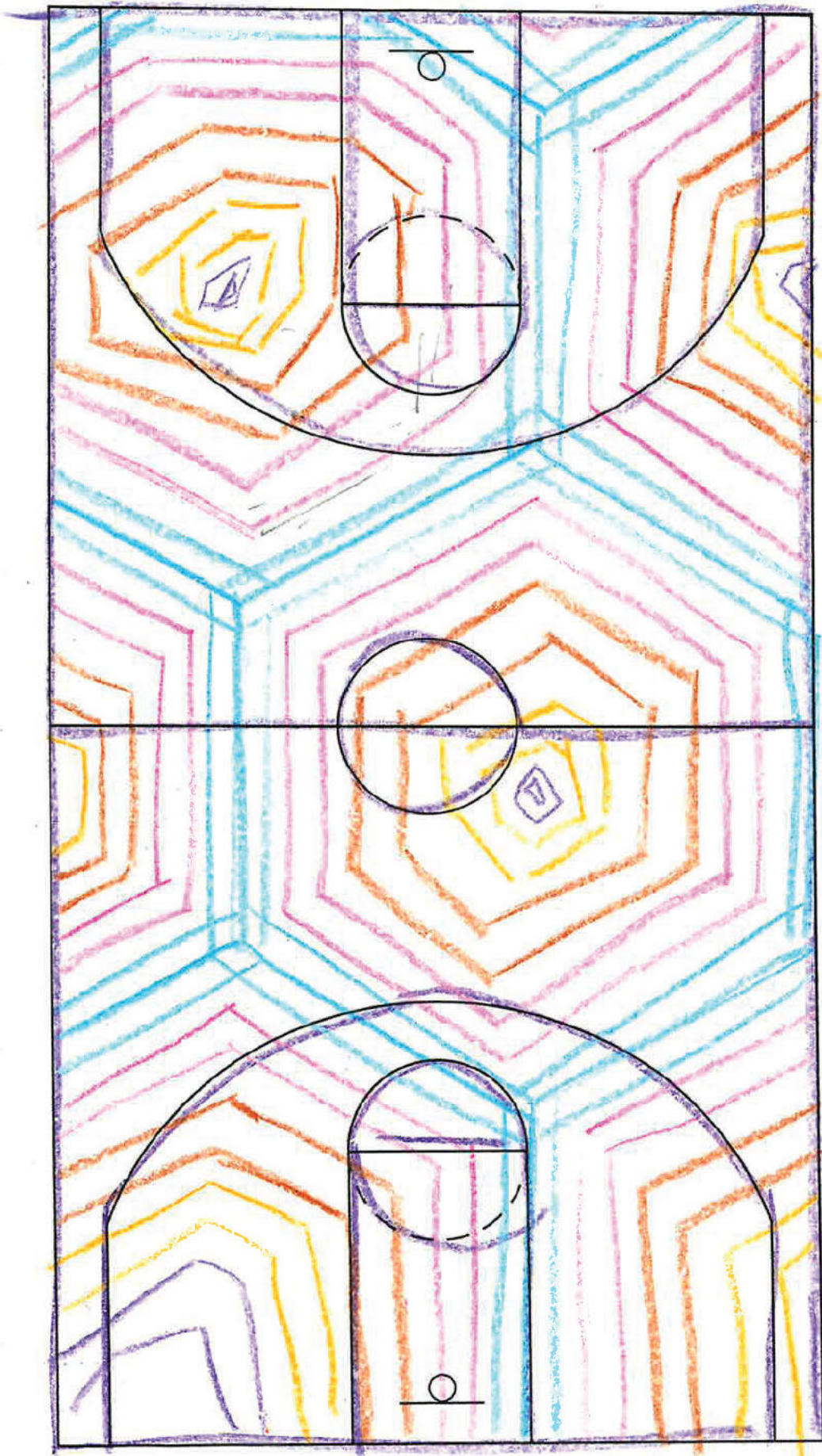
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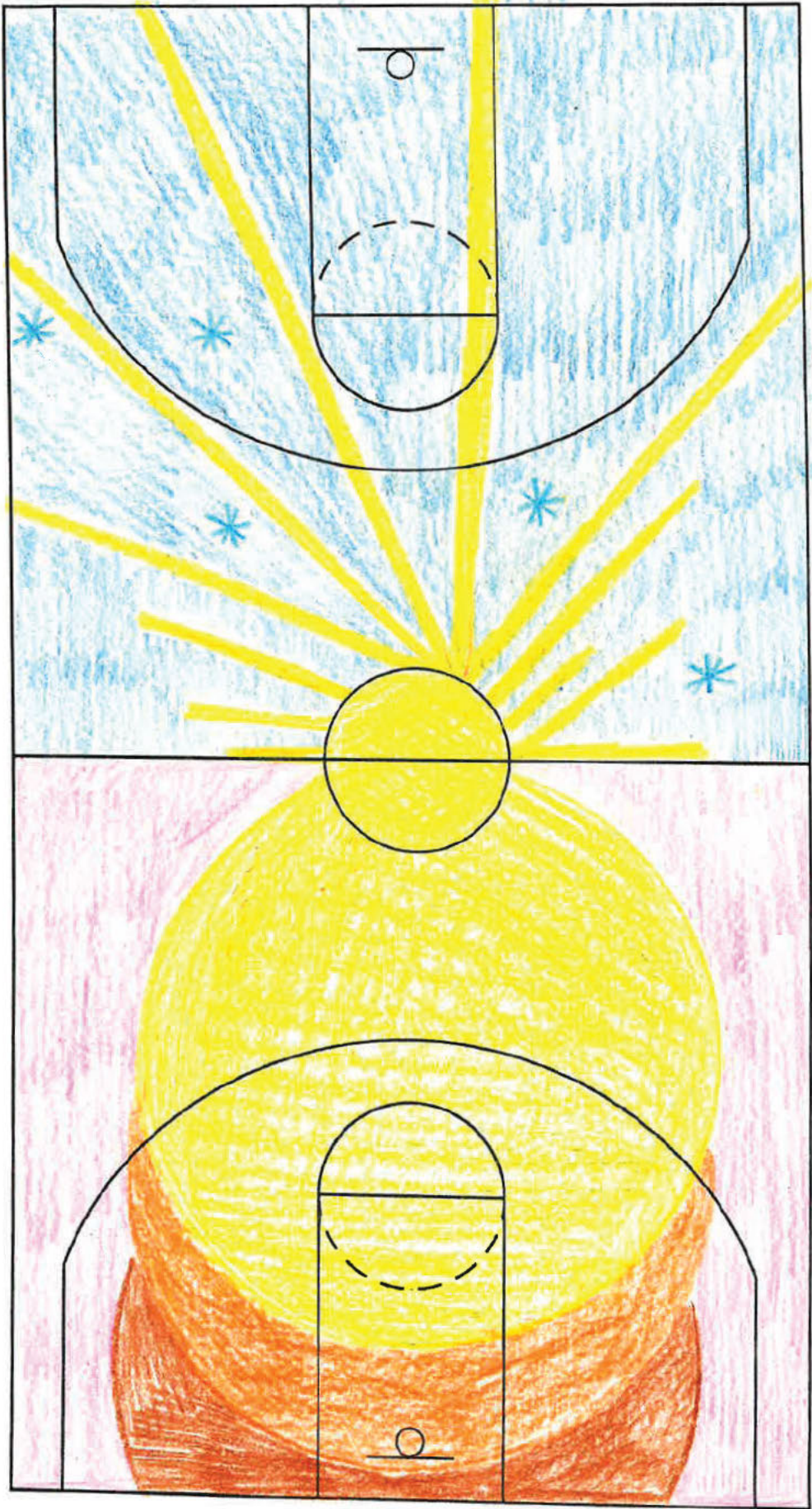
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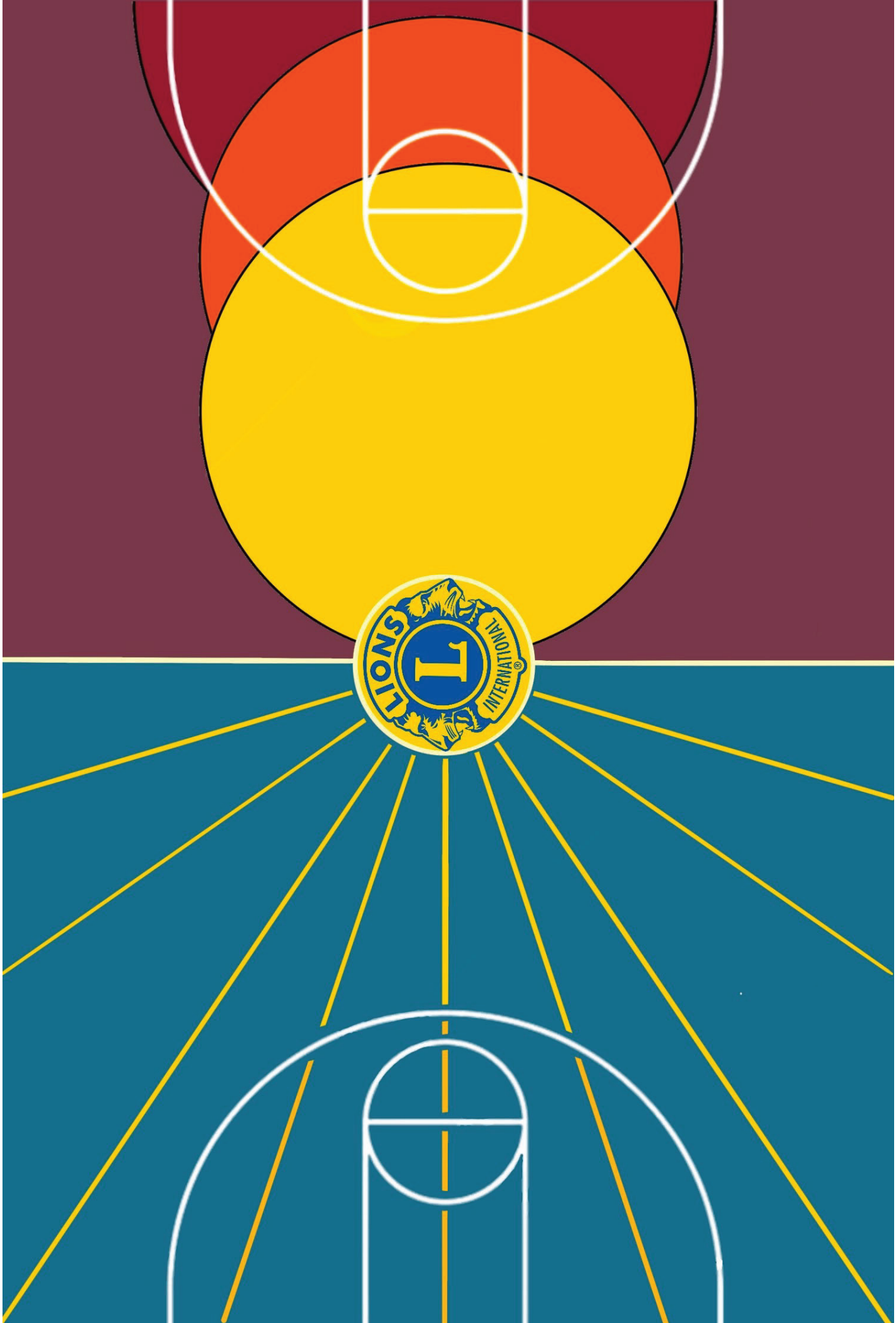
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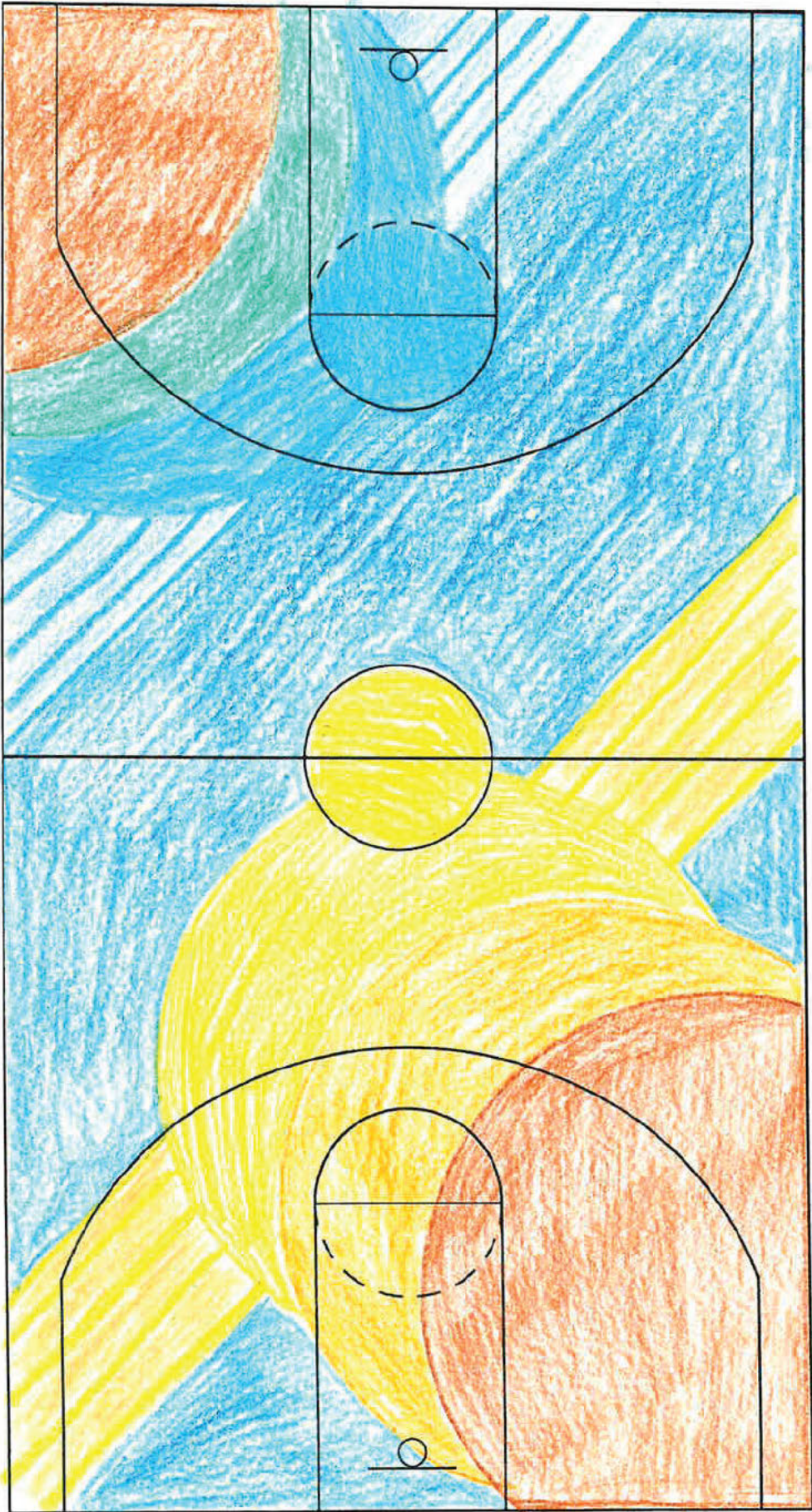




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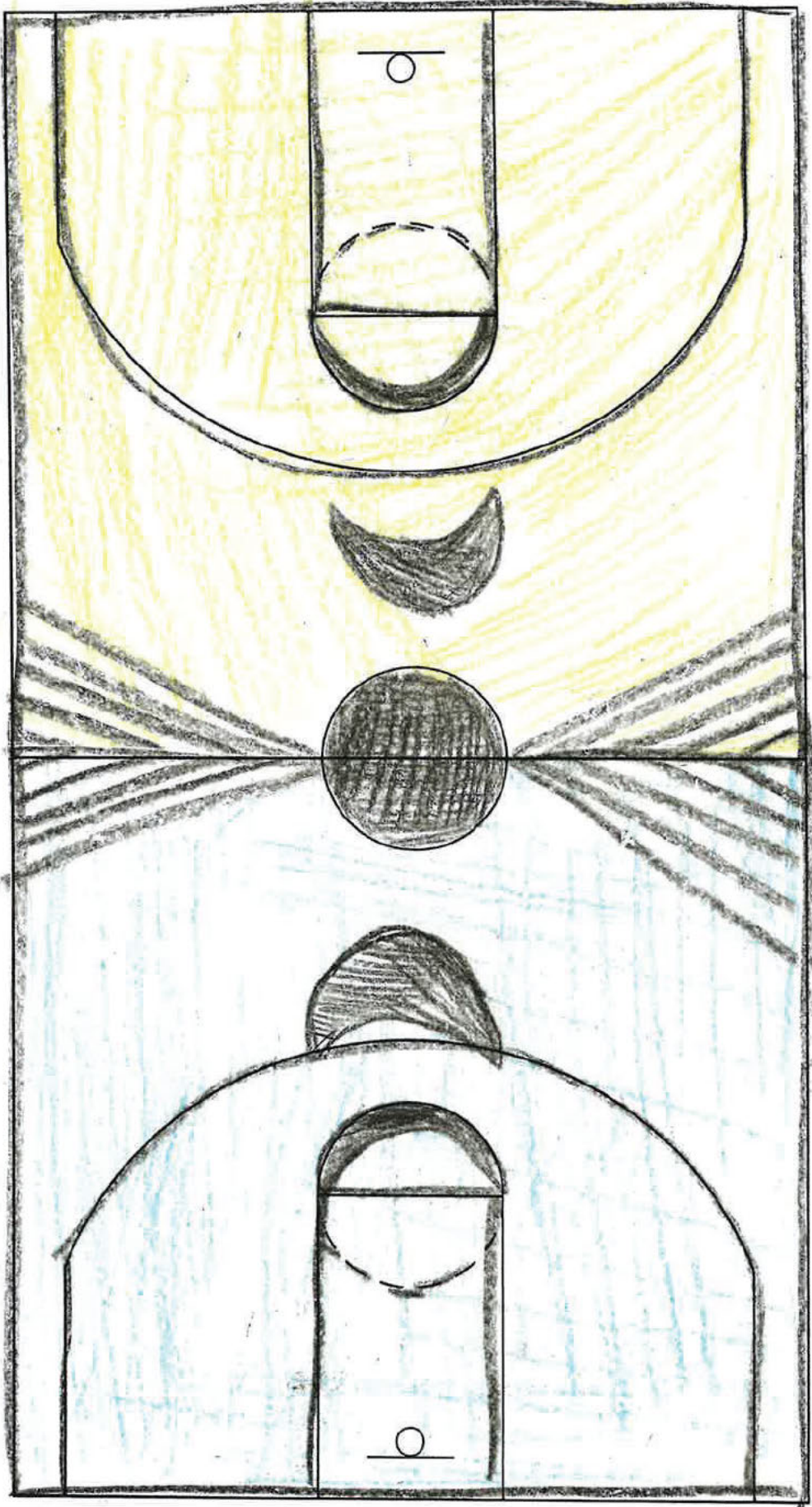




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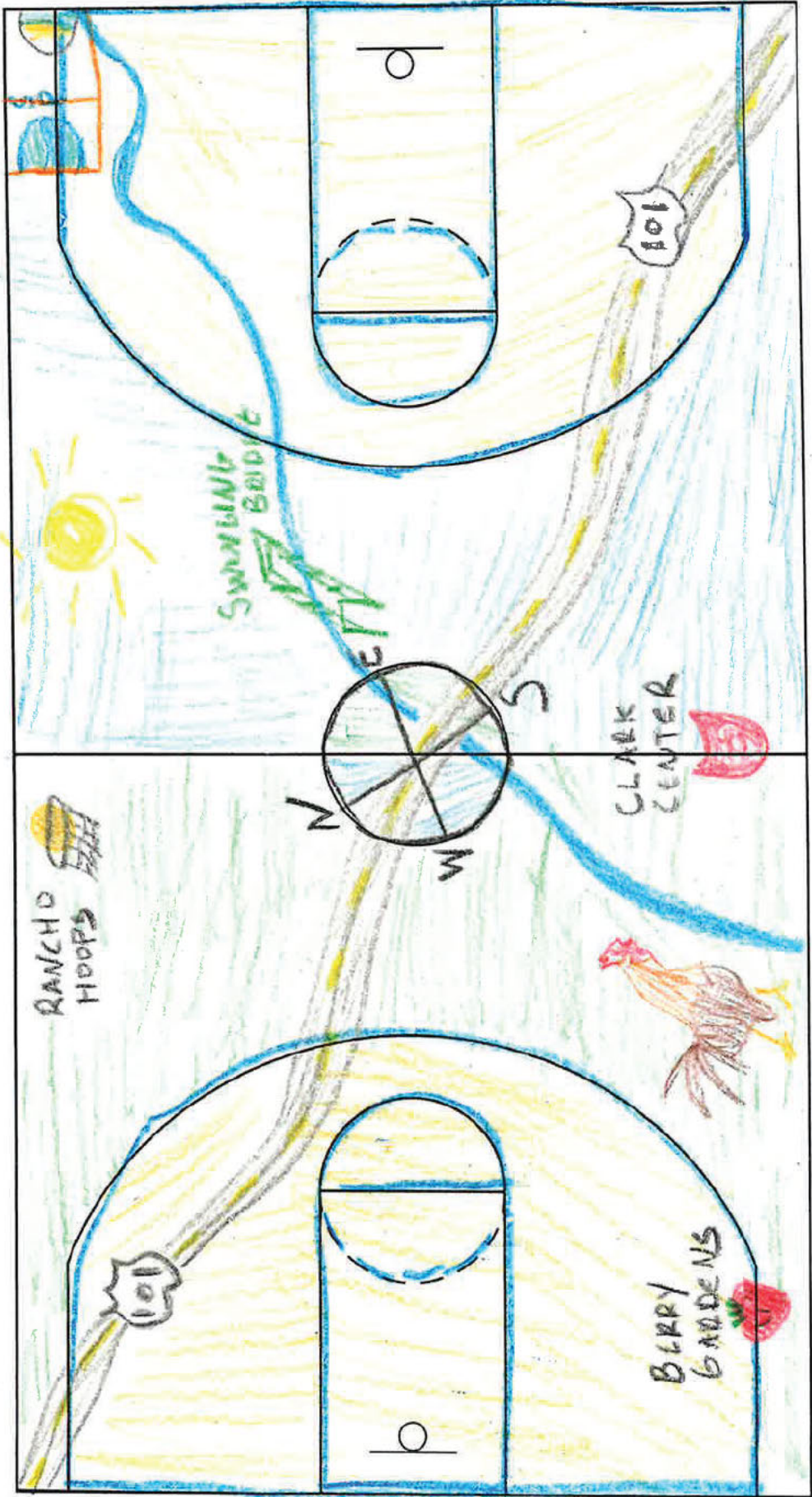
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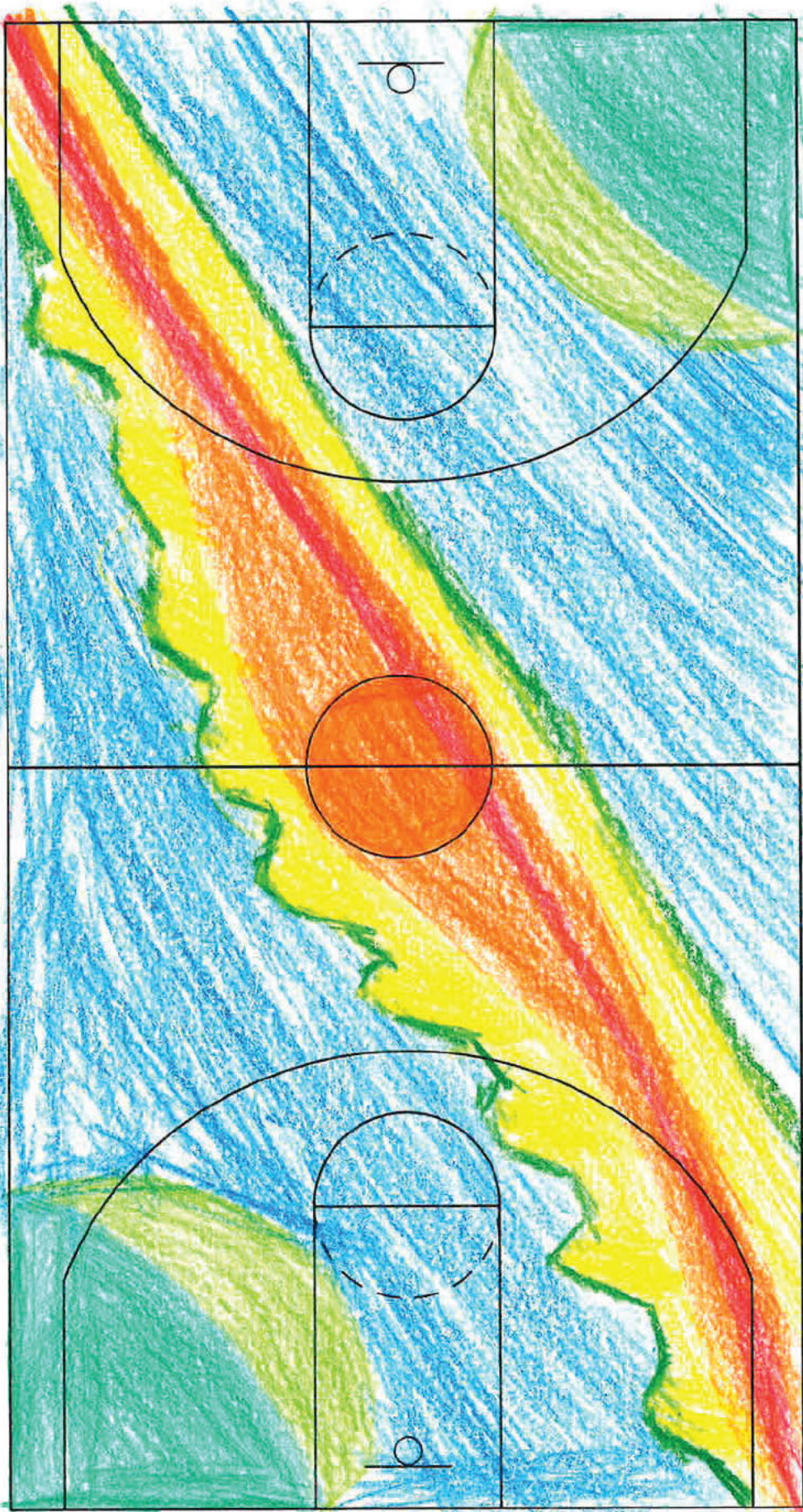
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# AG LAND MARKS

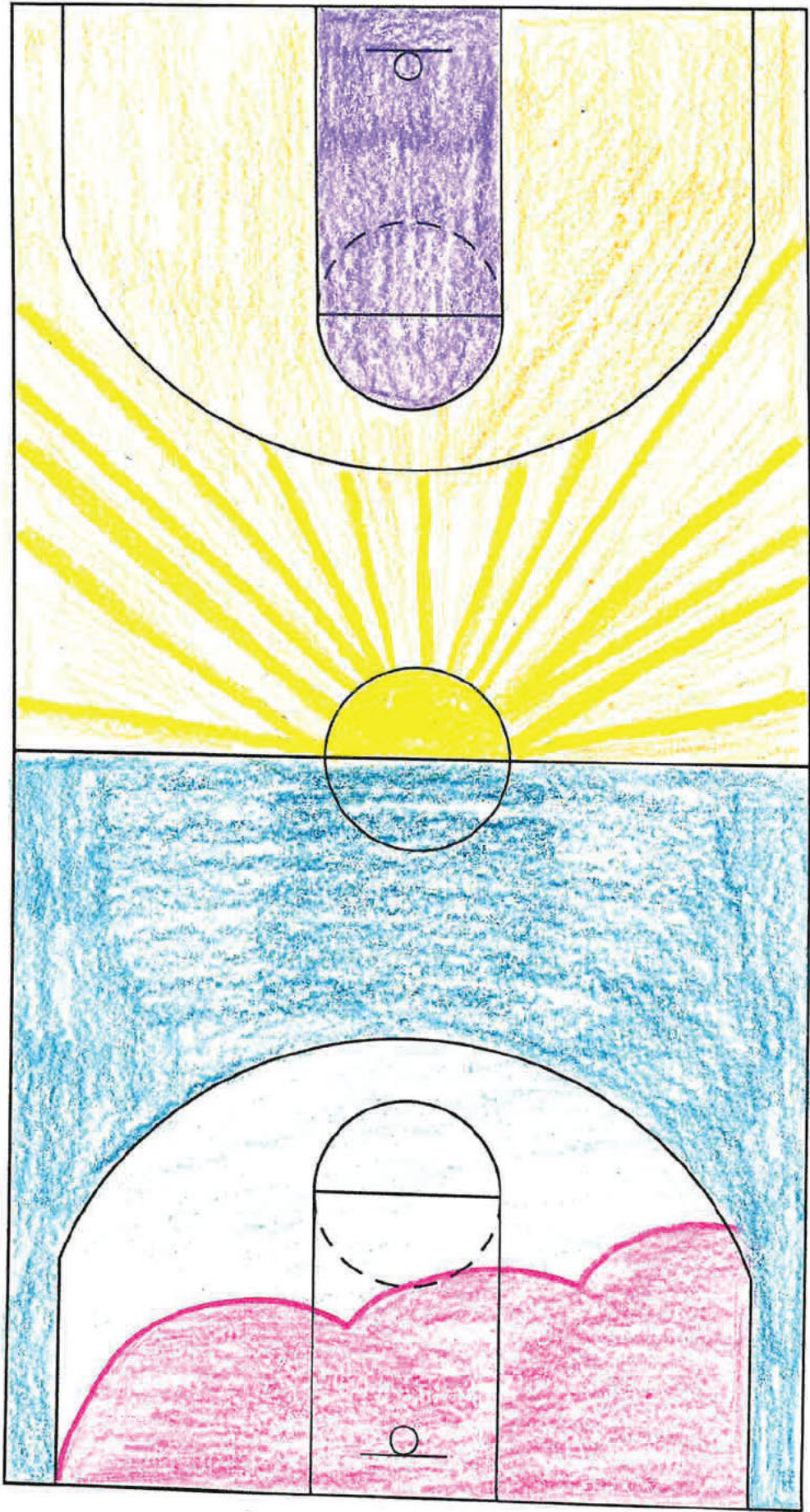
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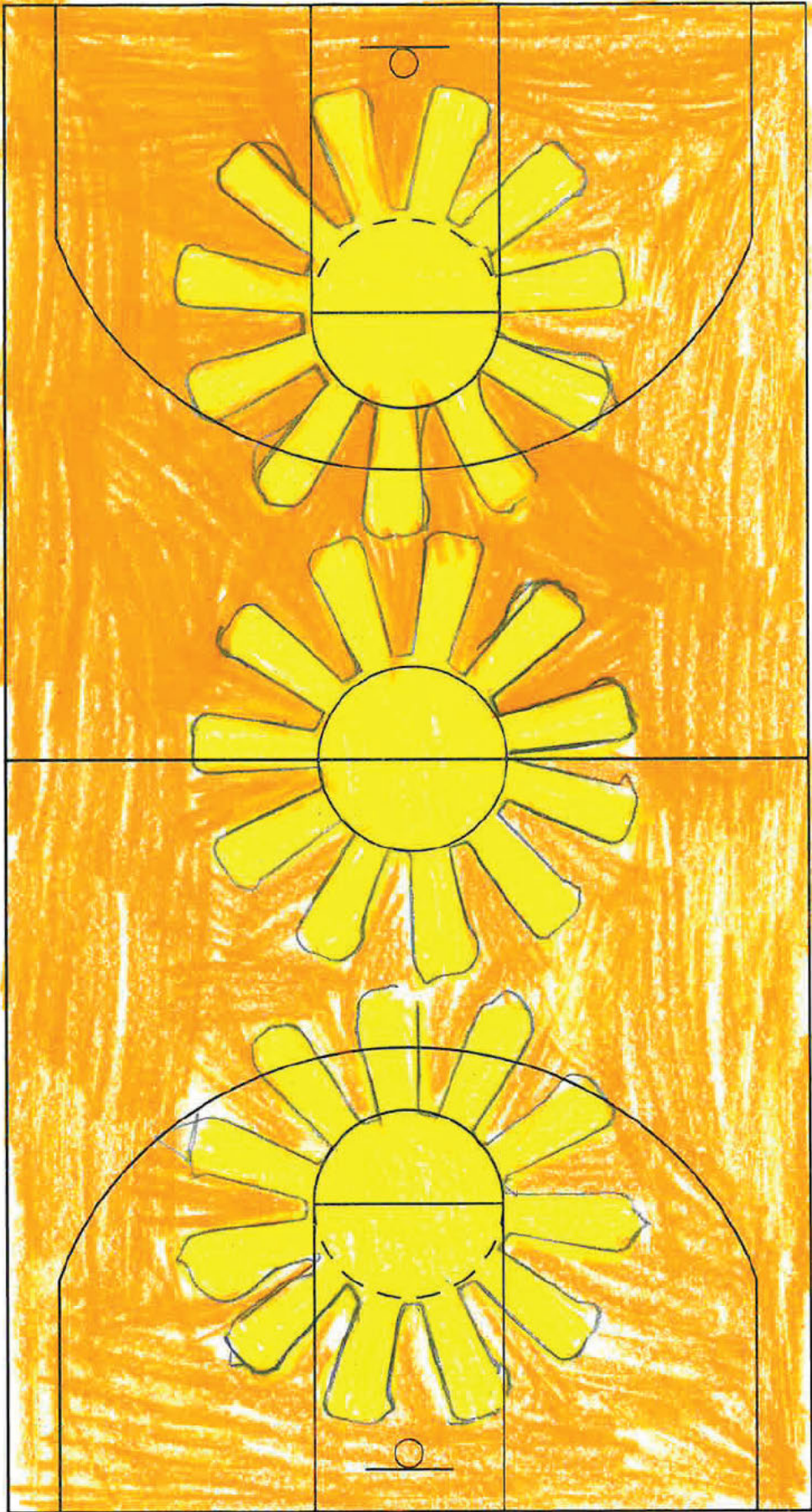


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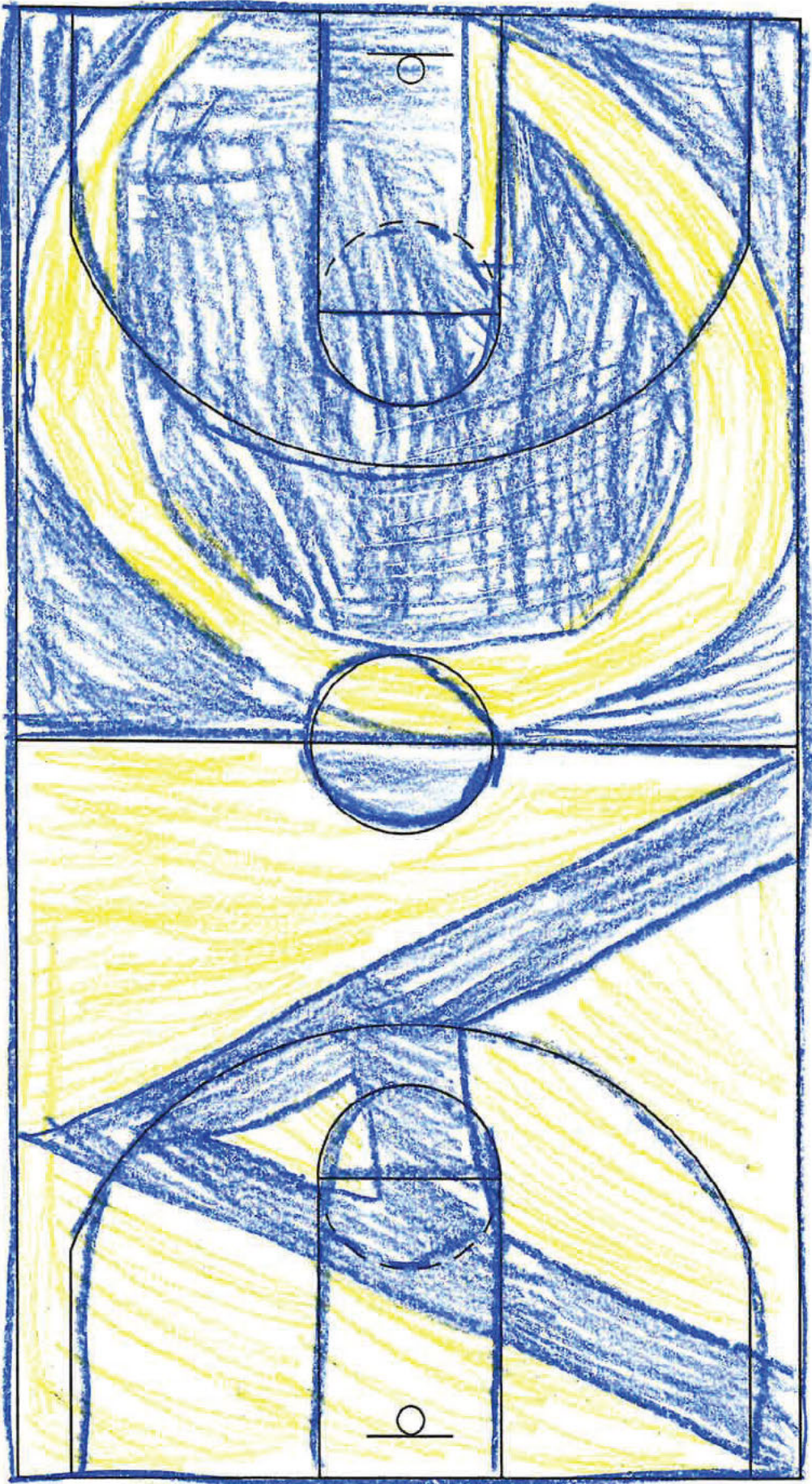


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