



**BELLINGHAM
INTERNATIONAL AIRPORT**
Port of Bellingham

Bellingham International Airport Art Policy

1. Introduction

- 1.1. The Port of Bellingham (POB) strives to create an atmosphere exemplifying the natural beauty and economic and cultural diversity of the Pacific Northwest. By providing a venue for artists, Bellingham International Airport can enhance the traveler experience and provide a venue for creative works. Artwork may include visual, auditory, experiential or performances; rotating exhibits, permanent art, and temporary installations.
- 1.2. This document establishes policies and procedures for art at Bellingham International Airport.

2. **Mission Statement** To use the arts to improve and enhance the traveler experience at Bellingham International Airport. To create and maintain an art program that is a point of pride for the Port Commission, employees and Whatcom County residents.

3. Art Program Oversight

- 3.1. The Director of Aviation or designee will have final authority over any Airport art decision.
- 3.2. An Art Oversight Committee (AOC) will provide guidance, leadership and support for the Airport art program. AOC membership will include at least one person from the following: Airport staff, the Port of Bellingham Art Committee, and the Bellingham/Whatcom County art community. The final number of AOC members will be determined by the Director of Aviation. AOC membership requests may be submitted in the following ways:
- 3.2.1. May submit a letter of interest and resume to the Port of Bellingham, Attention: Director of Aviation, or
- 3.2.2. May be nominated by citizens of Whatcom County, or
- 3.2.3. May be nominated by current or past members of the AOC, or
- 3.2.4. The Port may post notices of open AOC positions in print and digital media

- 3.3. Current AOC members will review applications, conduct interviews with applicants, and forward membership recommendations to the Director of Aviation.
- 3.4. The Director of Aviation will appoint a chairperson for this committee.
- 3.5. The AOC will meet quarterly, or as needed to support the Airport art program. Responsibilities may include:
 - 3.5.1. Review or Consider Temporary art submissions.
 - 3.5.2. Recommendations to resolve aesthetic issues and real or perceived conflicts of interest as related to airport art.
 - 3.5.3. Review and confirm the acceptance or refusal of unsolicited gifts of art.
 - 3.5.4. Review and confirm the acquisition or de-accession of commercial art
 - 3.5.5. One or more members of the AOC will be part of any Airport art selection committees, including any selection process done through a request for proposals or other public selection process, or direct purchase.

4. Inventory Guidelines (Digital & Conventional Visual Art)

- 4.1. Art may be displayed in predetermined spaces, or in other locations at the discretion of the AOC. Screens designated for art may be located in clusters to allow for larger or multiple screen displays. Screens may also be programmed to display art in rotation along with airport and flight information, promotional and tourism information, and advertising.
- 4.2. Artwork and tourism displays may be rotated annually, seasonally, quarterly, or as appropriate to promote a positive traveler experience, as staff time permits.
- 4.3. Generally, art or promotional displays will focus on the following subject matter, but individual pieces may be abstract art, patterns or materials which blend with the following themes:
 - 4.3.1. Whatcom County and Native American Heritage
 - 4.3.2. Outdoor Recreation/Tourism
 - 4.3.3. Whatcom County Economy
 - 4.3.4. Aviation History/Future
 - 4.3.5. Natural Setting/ Scenery/ Wildlife

4.4. The Port may partner with existing public agencies or non-profit organizations such as museums, educational institutes, tourism and economic development organizations to obtain art at little or no cost to the Port.

4.5. A strong emphasis will be on artwork that enhances the passenger/traveler experience and that showcases Whatcom County.

4.6. Art should be used to achieve a unifying and integrated traveler experience. Unified treatments are defined herein as "continuous applications of decor or consistently designed elements intended to knit together the overall fabric of the space." These elements, either through repetition or continuous application, contribute to a coherent design character within individual spaces and the airport as a whole. Using integrated and functional art to create a unifying treatment helps both enrich the airport environment and assist the traveling public in way-finding.

4.6.1. Examples of ways art could be used to improve the traveler experience and serve as focal points, defined herein as "unique features that create interior or exterior landmarks" include :

- Frame a view.
- Draw special attention to a particular location.
- Provide orientation and identifiable meeting or gathering places. Examples include the end of concourses or at particularly important sites such as the arrivals hall.
- Emphasize accessibility to handicapped or aged persons.

4.7. It is imperative that artwork contribute to the function and aesthetics of the airport, and at all times support the mission of the airport and this policy document.

5. Restrictions and Disclaimers

5.1. Safety and security are primary concerns at the Airport. Airport staff may immediately remove or discontinue any art project or installation for safety or security reasons. Staff will attempt to notify the artist of any discontinuation or removal within a reasonable amount of time. The airport will not provide any financial compensation for removal or discontinuation.

5.2. All material must be family-friendly and appropriate for public display. Artwork considered obscene or indecent will not be approved for display.

6. Artist and Artwork Selection

6.1. Artist and artwork selection processes and procedures will take into consideration local community standards and will consider the Criteria Development Worksheet as a guiding document. See Worksheet in Appendix A.

7. **Temporary and Seasonal Art Display:** Bellingham Airport will work with artists and arts organizations to enhance the traveler experience while keeping art infrastructure costs low.
 - 7.1. **Review:** All temporary and seasonal art submissions will be reviewed and considered on a quarterly basis, or as directed by the Director of Aviation. Artists must submit a display request via the airport's website, www.flyBLI.com online form, including work samples or a link to the artist website with work samples. Contact Airport staff with any questions or problems using the online form.
 - 7.1.1. Art displays may be extended beyond the quarterly timeframe at the discretion of the AOC, Director of Aviation, or designee.
 - 7.2. The artist or owner will be responsible for all costs related to displaying artwork. The Airport will provide an environment in which to display art.
 - 7.3. The Artist or owner may list a sale price and contact information for temporary and seasonal art on display. Any purchase and sale agreement will be between the seller and buyer directly, the Port will not be involved in any art sale transactions.
 - 7.4. The Airport may work with local businesses to sponsor special art displays. Sponsor recognition will be displayed along with a description of the art. Sponsor recognition must be done in a tasteful and unobtrusive manner. The sponsor will pay the airport a sponsorship fee in recognition of marketing exposure received through sponsorship. This fee may be used for site set up and take down of special displays located outside of standard art locations.
 - 7.5. Unless otherwise agreed in writing, the artist, sponsor, or donor is responsible for all costs associated with transporting and regular maintenance of art. Costs may include, but are not limited to, those associated with packing and shipping, insurance, other handling expenses, set up, take down, and risk of loss or damage to the art piece incurred in the delivery of art from the donor to the port, or damage to Port of Bellingham property.
 - 7.6. The responsible party will obtain commercial general liability insurance, and name the Port of Bellingham, its Commissioners, employees, agents and volunteers as additional insured on the policy, in an amount not less than \$300,000 per occurrence. Some exhibits may require a one million dollar insurance policy or more; the Executive Director will have sole authority to determine when a higher liability amount is needed.
 - 7.6.1. This insurance will be in place at all times while the piece is on airport property. A copy of this insurance policy and endorsement naming the Port of Bellingham as additional insured must be provided to the airport before any art is displayed on airport property.

- 7.7. The artist or sponsoring organization is responsible for all aspects of setup and removal of the art, including coordination with airport staff for security screening and escorting into restricted areas.
8. **Permanent Acquisitions:** Bellingham Airport and the AOC will consider acquisitions under the following conditions:
- 8.1.1. The artwork is relevant to this policy document and the stated mission of the Port of Bellingham.
 - 8.1.2. The legal title of the art is firmly established.
 - 8.1.3. The art is of high quality.
 - 8.1.4. The art is appropriate in size, scale, material, form and style to the environment where it is to be placed, as per the AOC.
 - 8.1.5. The art and its installation are affordable, at a reasonable cost.
 - 8.1.6. The art is durable and maintainable at a reasonable cost.
- 8.2. The Port of Bellingham will not acquire any art if there is good reason to believe it is of questionable provenance or was stolen. If it appears that a work of art is of questionable provenance or stolen, or is in the United States illegally, the Director of Aviation, or designee, will promptly report the pertinent facts to law enforcement.
- 8.3. Prior to the acquisition, donors should provide an appraisal with an estimated value in US dollars, as well as written maintenance criteria for the art, if applicable.
- 8.4. Artwork valued at \$1,500 or more will be tracked using the Port's asset management system.
9. **Stewardship:** The Airport will make reasonable accommodations to assure the safety and preservation of artwork in its custody. Maintenance criteria are to be provided by the Artist in writing. Airport staff shall make regular condition surveys of the artwork, and notify the artist of any damage within a reasonable amount of time.
- 9.1. Artists should include appraisals with any valuable works to maintain current insurance valuations for the individual artworks.
 - 9.2. Artists shall provide maintenance criteria at the time of project submittal.
10. The Executive Director, or designee, may make exceptions to this policy when it is in the best interest of the traveler, on a case by case basis.

CRITERIA DEVELOPMENT WORKSHEET

The following factors will be considered when evaluating art, considering a new art space, or issuing open submissions for Airport art:

Expressive Vocabulary

- What should the artwork communicate to the public?

Relationship to the public

- Who are the primary and secondary audiences for the artwork?
- What is the anticipated interaction of the artwork with the viewing public?

Relationship to the site

- How does the artwork support the mission statement of the Airport Art Program?
- Is the artwork appropriate for public viewing?
- How will the artwork function within the public space?
- What are the budget ramifications of site preparation and ongoing maintenance? Are there other potential costs?
- What size artwork is appropriate in relation to the physical site?
- What types of media are appropriate for the site?
- What are the necessary safety, functional, or technical requirements?
- What is the maintenance capacity of the site?
- If applicable, describe the potential for vandalism and any precautionary recommendations.

ART/ARTIFACT LOAN & DISPLAY CONTRACT

This Art or Artifact Agreement (“**Agreement**”) is between the undersigned lender (“**Lender**”) and the Port of Bellingham (“**Port**”). For the purposes of this agreement, the term “**Artifacts**” will include any item or object identified in Exhibit A.

1. **Loan.** Lender loans the Port the objects identified in the Schedule of Artifacts attached as Exhibit A (the “Artifacts”) for the period stated on Exhibit A, for the Port’s public display at Bellingham International Airport (“BLI”). The Port may determine specific display locations within BLI at the Port’s sole discretion, and under consultation with the Airport’s Art Oversight Committee. Lender warrants that the Artifacts are in suitable condition for public display.
2. **Loss or Damage.** At all times during the Port’s possession of the Artifacts the Lender will be responsible for its loss or damage, including normal wear and tear. BLI will notify Lender of any loss or damage to Artifacts as soon as reasonably possible. Lender shall advise the Port in writing of any Artifact received in a damaged condition within three days of its return. The values stated on Exhibit A are the agreed-upon value for purposes of this section.
3. **Insurance.** The Lender will obtain insurance for the art, and name the Port of Bellingham as additional insured on the policy. A copy of this insurance policy and endorsement naming the Port of Bellingham as additional insured must be provided to the airport before any art is displayed on airport property.
 - 3.1. The Lender will obtain commercial general liability insurance, and name the Port of Bellingham, its commissioners, employees, agents and volunteers as additional insured on the policy, in an amount not less than \$300,000 dollars per occurrence. Some exhibits may require a one million dollar insurance policy or more; the Executive Director will have sole authority to determine when a higher liability amount is needed.
 - 3.2. This insurance will be in place at all times while the piece is on airport property. A copy of this insurance policy and endorsement naming the Port of Bellingham as an additional insured must be provided to the airport before any art is displayed on airport property.
 - 3.3. The Lender agrees that it will protect, save, defend, hold harmless and indemnify the Port of Bellingham, its officers, employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences, occasioned by either the negligent or willful conduct of the Lender, its agents, or any person or entity holder under the ART/ARTIFACT LOAN & DISPLAY CONTRACT or any person or entity on the Port’s property as a result of the Lender’s activity or Artifacts, regardless of who the injured party may be.

4. Maintenance Fee. When applicable, the Port will charge a minimum \$200 maintenance fee to return the terminal to its original condition once artwork has been removed. Examples include repairing nail or screw holes that have been drilled into the walls, setup or removal of wires hung from ceilings, etc. The fee will be specified in the Loan Agreement, and must be paid in advance. Maintenance fees may be waived for digital artwork.
5. Care. If the Lender authorizes periodic cleaning and maintenance of the Artifacts while in the Port's possession, the Lender will provide instructions as to how the piece should be maintained and cleaned. The Port will not otherwise clean, repair, or alter the Artifacts without Lender's written permission.
6. Image Consent. Lender authorizes the Port or any other party authorized by the Port to use photographic or other images taken of the Artifacts for any purpose, including commercial purposes.
7. General. Lender has received a copy of the Bellingham International Airport Art Policy and agrees to abide by the rules of the policy document. This Agreement is governed by the laws of the State of Washington. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

EXECUTED, this _____ day of _____, 20__

LENDER

The Port of Bellingham

Printed Name:

Printed Name:

Title:

Title:

LOAN & DISPLAY CONTRACT EXHIBIT A

Contact Name _____ Phone _____
Email _____

Maintenance Fee _____

Schedule of Artifacts

<u>Artifact Name</u>	<u>Description/Condition</u>	<u>Value</u>	<u>Approximate Period of Loan</u>	<u>BLI ID/Location</u> <i>(Internal Use Only)</i>

Artist/Lender to attach any maintenance, cleaning, or other special instructions for the artifact(s).