



Missoula Montana Airport Art Policy

1. Introduction:

1.1. The Missoula Montana Airport (MSO) strives to create an atmosphere exemplifying the natural beauty and economic and cultural diversity of Western Montana. By providing a venue for artists, MSO can enhance the traveler experience and provide a venue for displaying and selling creative art works.

1.2. This document establishes policies and procedures for art at MSO.

2. Mission Statement:

2.1. To use the arts to improve and enhance the traveler experience at MSO and to generate revenue for the Airport . To create and maintain an art program that is a point of pride for the Airport, employees, and Western Montana residents. To give artists a venue for selling original artwork to the traveling public.

3. Art Program Oversight:

3.1. The Airport Director or designee will have final authority over any Airport art decision.

3.2. An Art Committee (AC) will provide guidance, leadership, and support for the Airport art program. AC membership will include at least 3 persons from the Airport staff.

3.3. AC members will review applications, conduct interviews with applicants, and forward recommendations to the Airport Director.

3.4. The Airport Director will appoint a chairperson for this committee.

3.5. The AC will meet in May of every year, or as needed to review art submissions.

4. Inventory Guidelines:

4.1. Art may be displayed in predetermined spaces, or in other locations at the discretion of the Airport.

4.2. Artwork displays may be rotated annually, seasonally, quarterly, or as appropriate to promote a positive traveler experience, as staff time permits.

4.3. A strong emphasis will be on artwork that enhances the passenger experience and showcases Western Montana.

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 artistic element standards and use the Judging Criteria Worksheet as a guiding document (Appendix A).
- 6.2. Upon acceptance by the AC, Artist will be required to sign an Artist Agreement with the Airport (Appendix B).

7. Art Display:

- 7.1. Review: All art submissions will be reviewed and considered on a one-year basis, or as directed by the Airport Director. Artists must submit an Artist Application form (see Appendix B), including work samples or a link to the artist website with work samples. Contact Airport staff with any questions.
 - 7.1.1. Art displays may be extended beyond the one-year timeframe at the discretion of the AC, Airport Director, or designee.
- 7.2. The artist or owner will be responsible for all costs related to displaying artwork
- 7.3. The Airport will specify a space on which to display artwork and provide hangers.
- 7.4. If Artist chooses to provide Show Room Placards, are to be displayed on the Artwork (not on walls) and include; Artist, Artwork and Pricing Information or a QR code that displays a webpage with this information.
- 7.5. The Artist or owner may list a sale price and contact information for art on display. Any purchase and sale agreement will be between the seller and buyer, MSO will collect a percentage of art transactions initiated at the Airport as determined by the Artist Contract.
- 7.6. Unless otherwise agreed in writing, the artist or artists representative 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 to the Airport, or damage to MSO property.
- 7.7. The artist is responsible for all aspects of setup, removal, and maintenance of the art, including coordination with airport staff for security screening and escorting into restricted areas.

8. Stewardship:

8.1. The Airport will make reasonable accommodations to assure the safety and preservation of artwork in its custody.

8.2. Artists should include appraisals with any valuable works to maintain current insurance valuations for the individual artworks.

9. Other:

The Airport 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.

Appendix A: Judging Criteria

The following factors will be considered when evaluating art for display at the Airport.

- Interpretation and the clarity of the subject matter.
- Creativity and originality.
- Quality of artistic composition and overall design.
- Overall impression of the art.
- What the artwork communicates to the public.
- Historical or projected sales volume.
- Passenger feedback and comments.

Appendix B: Application



Missoula Montana Airport

5225 Highway 10 West | Missoula, MT 59808 | 406.728.4381 | www.flymissoula.com

Artist Information

Artist Name

Business Name

Date

Address

City, State , Zip

Phone Number

Cell Number

Email Address

Website

Artwork Information

Style

Medium(s)

Typical Dimensions

Typical Retail Price

Description

Artist Biography

Samples of Artwork: Please attach photographs of representative artworks. Alternately you may provide a link to a web address, or email digital images to: contactus@flymissoula.com

ART DISPLAY AND SALES CONTRACT

Artist: Artist Name: _____
Contact Name: _____
Address: _____
City, State Zip: _____
Work Phone: _____ Cell Phone: _____

Authority: Missoula County Airport Authority
5225 Highway 10 West Box 25
Missoula, Montana 59808

Start Date: _____ Sales Commission: _____% Artist Net: _____%

This Art Display and Sales Contract ("Contract") is made and entered into _____, by and between the Missoula County Airport Authority, ("Authority") and _____ ("Artist").

Purpose. The Artist hereby agrees to allow the Authority to display, exhibit and sell the Artwork, as defined below, in the Missoula International Airport ("the Airport"). The Authority shall have sole control over the placement of the Artwork within the Airport.

1. Artwork. The works of art that shall be displayed and offered for sale at the Airport are listed on the attached Exhibit A ("the Artwork"). The Artist hereby warrants that they created and possess unencumbered title to the Artwork and that each Artwork is signed and attributed to the Artist.
2. Consignment. The Artist hereby consigns to the Authority and the Authority accepts on consignment, the Artwork. The Authority shall be the sole and exclusive agent for sale of the Artwork at the Airport. Additional Artwork may be accepted by mutual agreement of the parties. An Amended Exhibit A shall be prepared and shall include the date and signatures of both parties.
3. Term. The term of this Contract shall be for one year, beginning on _____. Thereafter, the Contract shall continue until the Artist requests the return of any or all of the Artwork or the Authority requests that the Artist take back any or all of the Artwork. A party shall comply with a request by the other party within 30 days.
4. Sale Commission. The sales price of each piece of Artwork is listed on Exhibit A. No discounts on the sales price shall be permitted without Artist's prior approval. Upon sale of a piece of Artwork, the Artist shall receive _____% of the sale price and the Authority shall retain _____. The Authority shall submit payment to the Artist within 30 days of receipt of the sales price. If the Artist is contacted directly regarding sale of any of the Artwork, the Authority shall be entitled to its commission upon completion of any sale.

5. Promotion. The Authority shall clearly identify all Artwork with the Artist's name, title and related information, including contact information for Authority staff.
6. Insurance. The limit of liability for any property damage incurred by Artist is _____ .
The Authority will provide this _____ limit only if the damage to Artwork is a direct result of fire, smoke, water, vandalism or theft. The Authority does not accept any responsibility for damages related to change in temperature or humidity, damage due exposure to sunlight or any perils other than those listed above.
7. Termination. This Contract may be terminated at any time by 30 days written notice from either party.
8. Notices. All notices given or to be given by either party to the other shall be given in writing, sent certified mail, return receipt requested, and shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may by written notice designate:

The Authority
 Missoula County Airport Authority
 5225 Highway 10 West
 Missoula, Montana 59808

Artist

9. Place of Performance, Governing Law and Choice of Venue. The place of performance of this Contract shall be in Missoula County, Montana. This Contract shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Contract shall be in Missoula County, Montana.
10. Amendments. This Contract may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Contract.
11. Attorneys Fees, Expenses and Costs. In any action brought by either party to enforce any of the terms of this Contract, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
12. Merger. This Contract represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Contract is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
13. Waiver. The failure of the Authority or Artist to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Contract.

14. Successors in Interest. The terms, covenants and conditions of this Contract apply to and are binding on the successors and assigns of the parties to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first written above.

Artist:

The Authority:

By:

By:

Print Name:

Print Name:

Date:

Date:

EXHIBIT A

Artwork

Title	Size	Sales Price	Type
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

Receipt Acknowledged:

Artist:

The Authority:

By:

By:

Print Name:

Print Name:

Date:

Date: