



# Call for Artists: Ice Hut Public Art Project

The Innisfil ideaLAB & Library is seeking Artists and Multi-artist Teams from diverse communities to submit proposals for a winter Public Art work(s) to be sited in Innisfil. Five artists or artist teams will be selected by a citizen Jury based upon the submission of a concept and design proposal.

## Timeline

- Application open: May 24, 2022
- Application Deadline: Tuesday, June 21, 2022 3:00 pm
- Virtual Artist Information Meeting: June 1, 2022 7:00 pm REGISTER ONLINE
- Jury deliberation and awarding: July 4 -July 8, 2022
- Painting on-site at a Designated Location – August/September
- Installation of Huts – November 2022

## Honorarium

Artists selected for participation in this project will receive monies to support the cost of supplies (See **Appendix B – Materials and Methods**) and as an honorarium for artist skill and talents. See payment schedule below. The cost of vinyl material application of the digital art work will be borne by the ideaLAB & Library. The cost of physical supplies (e.g. paint, brushes) will be borne by the artist, from the honorarium. Any costs incurred by the artist that are beyond the reimbursement schedule stated below will be borne by the artist.

### *Physical Art Stream*

Payment 1: \$550 – upon signing Artist Agreement

Payment 2: \$800 – upon delivery of completed installation to the site

## Eligibility

Eligibility will focus on local artists with lived experience and a diversity of perspectives and abilities that reflect our growing community, including representation from the BIPOC, Indigenous, 2SLGBTQIA+, Senior and Youth communities.

## Artist Information Meeting

Artists are invited to join us virtually for an information session. ideaLAB & Library staff will be available to answer questions regarding the adjudication process and submission requirements. This is not a mandatory meeting.

**Date & Time:** June 1, 2022, 7pm

**Registration Details:** [Register online](#)

# Detailed Submission Guidelines

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## 1.0 PROJECT GOALS

This one-of-a-kind, community inspired public art project will see 5 ice fishing huts transformed by local artists into attractive, engaging and thought-provoking art displays. By strategically locating the displays on and near frozen Lake Simcoe, in public parks, and civic spaces, this project will be accessible to the community while directly supporting the Town's Culture Master Plan.

By investing in the health and vibrancy of the community, this project will address issues of social isolation, belonging, mental health, and well-being in a post-pandemic environment.

- The Artist is invited to develop a proposal for artwork(s) that will include the following:
- Be unique, original and made by the artist(s)
- Meet the installation deadline
- Have an accompanying artists' statement that includes how the work addresses the themes of diversity, inclusion, community building or the importance/impact of Lake Simcoe on local residents.



In addition to highlighting our natural heritage, reflecting the experiences of our diverse communities and celebrating local artists, submissions should reflect the following project goals:

1. Connect citizens to their community and their shared history through documentation and celebration.
2. Raise awareness about important community issues, including equity and social justice, and environmental stewardship.
3. Provide professional opportunities for artistic expression.
4. Enhance civic engagement & community pride and build social capital within the community.
5. Enrich and activate public space during the winter season.
6. Promote local tourism, by breaking down social barriers to ice fishing – a family friendly Canadian pastime, and unique aspect of our local economy.
7. Create a supportive community-based learning environment to discuss the intrinsic value of Lake Simcoe

## 2.0 SITE

5 ice huts will be placed at Innisfil Beach Park in the Winter 2022/2023.

## 3.0 ELIGIBILITY

- Artists under 18 years of age must have their parent or legal guardian sign all required documents on their behalf.
- Eligibility will focus on local artists from the municipality and wider Simcoe County area.
- Members of the BIPOC, 2SLGBTQIA+, Indigenous, Senior and Youth communities, as well as those of diverse abilities, are encouraged to apply.
- Town of Innisfil and Library employees are not eligible to submit proposals to this call.

## 4.0 SELECTION PROCESS

The Successful Artist(s) will be selected through a process involving a submission of a Concept and Preliminary Design Proposal adjudicated by a jury of impartial community representatives.

### 4.0.1 Concept and Preliminary Design

Concept and Preliminary Design Proposal will be adjudicated by the Jury to select 5 proposals. The chosen proposals will be those with the highest scores and those that meet or exceed all passing scores outlined under Selection Criteria.

Structures available for design are no larger than 8' x 8'.



## 4.0.2 Submission Requirements

Only online proposals via [submission form](#).

Proposals shall include the following information:

- a) Artist information and team member listings (if submitting as a Multi-artist Team).
- b) Artist's Concept Statement: A brief statement (max 1000 words) outlining the following:
  - i. Artist's vision for the proposed work,
  - ii. A description of the concept; and
  - iii. A description of how the proposed work addresses the project goals and physical context.
- c) Conceptual Sketch or Diagram: Include at minimum one sketch or diagram in any medium the Artist is comfortable working in that will most efficiently and effectively illustrate the idea of the proposed work to the Jury. This includes but is not limited to, drawing, collage, photography, digital, etc. Include notation on the sketch indicating the proposed materials. (2 pg. 11"x17" PDF or jpg document)
- d) Artist Experience: Outline the relevant experience and qualifications of the Artist or Multi-artist Team. If working as a Team, include the names and addresses of all team members and indicate the team member who will act as the application contact. If applicable, the artist(s) may include up to five images of relevant completed works in a document identified with title, location, date, medium and owner of the work.

### ***Please Note:***

- Hard copy submissions **will not** be accepted for this call.
- **Do not** send images separately (e.g. via CD, USB or separate files).
- Artists may submit more than one proposal to this call. Each proposal should be submitted separately.



### 4.0.3 Selection Criteria

Submissions will be scored on a scale out of a maximum 100 points.

**a) Competition Goals and Context**

The submission shall describe and illustrate a concept and proposed work that is responsive to the project goals, is appropriate for the physical context and for permanent display in an outdoor public place.

Max points 30, Min points to pass 20

**b) Artistic Excellence**

The concept and proposed work demonstrate quality, originality and excellence.

Max points 30, Min points to pass 15

**c) Artistic Experience**

The Artist is able to demonstrate and provide examples of experience, through included images and positive references, with respect to public presentation or publication and recognition by other Artists or arts organizations.

Max points 15, Min points to pass 5

**d) Technical Expertise**

The past work of the Artist(s) or members of the Artist-led Team as established by included images and experience and positive references demonstrate and provide examples of their ability to successfully execute an art project of similar scope.

Max points 20, Min points to pass 10

**e) Location**

Priority is given to artists who live and/or work in Simcoe County.

Max points 5

The proposed installation must not impede the functionality of the ice hut and any submissions that may impede the ice hut functionality would be ineligible for consideration. After the exhibition, all art work affixed to the huts will become the property of Gail's Hot Box Ice Huts.

### 4.0.4 Adjudication Process

Submissions will be reviewed by staff and the independent Jury to determine whether any additional information is required to fully evaluate the technical aspects of the proposal. Artists will be notified via e-mail of questions, or any additional information required.

The independent Jury will conduct the adjudication of the submissions to determine scores based on the Selection Criteria. The Successful Artists will be the Artists with the highest scoring proposal that meets or exceeds all passing scores as outlined under Selection Criteria (section 4.0.3).



## 5.0 SUBMISSION DEADLINE AND DELIVERY

[Ice Huts Public Art Project Submissions](#) accepted online.

Deadline for Submissions:

Submissions will be received up to and including 3:00 p.m. (Eastern Standard Time) June 21, 2022. Submissions will be made online via email.

## 6.0 SCHEDULE (subject to change)

Artist Selected: July 2022

Fabrication: August – September 2022

Installation: November 2022 (weather dependent)

## 7.0 JURY

The Jury is comprised of members of the local community, Artists, and arts professionals. Library staff is involved as non-voting members and participates in an advisory capacity. The identity of the jurors is kept confidential until the winning proposals are announced.

## 8.0 GENERAL PROVISIONS

### 8.0.1 Artist Agreement

The Successful Artist will be required to sign an agreement with the Innisfil ideaLAB & Library. Upon notification of winning the commission, the Successful Artist will have a 5 day time period in which to work with the Library to finalize and sign the agreement. If an agreement cannot be reached within the 5 day time the Town may award the commission to the second highest scoring Artist and allow 5 days for that Artist to finalize and sign the agreement or cancel and re-issue the call.

A copy of the sample artist agreement is included as **Appendix A** of this document.

### 8.0.2 Copyright

By making a submission to this call, the Artist guarantees that designs submitted are their own original creations and do not infringe upon the copyright of any other individual or group.

In general, copyright of the design will remain with the Artist. Please see **Appendix A** for full copyright information to be finalized as part of the Artist Agreement.

Materials provided to the Library as part of an Artist's submission to this call become and remain the property of the Innisfil ideaLAB & Library and may be used to promote this call, Town of Innisfil's Public Art Program or the Town and Library in general.

### 8.0.3 Multiple Submissions

An Artist may make multiple submissions to this call. Each submission shall be in a separate email submission and each shall contain all of the information and documentation required under the section entitled Submission Requirements.



#### 8.0.4 Reserved Rights and Privileges of the Library

The Innisfil ideaLAB & Library reserves the right to not award the commission to any Artist(s) and to cancel or re-issue the call at any time.

## 9.0 DEFINITIONS

*Artist:* The Artist is the principal creator of the proposed Public Art design. The Artist is responsible for the contractual agreement with the Town, communications with the Town and the coordination and payment of any team members required to successfully complete the proposed Public Art work design.

*Multi-artist Team:* An Multi-artist Team is a group artists assembled to design and create a proposed Public Art work.

*Public Art:* Public Art is a work of art created by Artists or in collaboration with Artists through a public process and existing in publicly accessible Town of Innisfil Property.

*Successful Artist:* The Successful Artist is the Artist whose proposal receives the highest score and meets or exceeds all passing scores.

*Jury:* Jury has the meaning ascribed to it in Section 7.0.

*Interactive:* Interactive art refers to an experiential work(s) that encourages viewer involvement and / or intellectual engagement.

*Functional:* Functional Art refers to aesthetic objects that serve utilitarian



# ICE HUTS PUBLIC ART PROJECT

## Appendix A ARTIST AGREEMENT

### ARTIST AGREEMENT

This Agreement made as of the \_\_\_ day of \_\_\_\_\_ 22.

BETWEEN:

**Innisfil ideaLAB & Library,  
as represented by the Town of Innisfil**

(hereinafter the "Library")

-and-

---

(hereinafter the "Artist")

WHEREAS:

1. The Town of Innisfil held a competition to choose artist(s) to produce a work of art (the "Artwork") for the Ice Huts Public Art Project which involves the creation of a work of art to be installed on \_\_\_\_\_
2. The Town has chosen the Artist(s) to produce the Artwork through an adjudicated jury process.

IN CONSIDERATION of the mutual covenants herein contained, the parties agree as follows:

#### 1. The Artwork

- (a) The Artwork will be fabricated and on-site at a designated site to be painted by the Artist.
- (b) The design of the Artwork, the particulars of its composite materials, and the rest of the



Artist's submission to the competition are collectively attached here to as Schedule "A" and form an integral part of this Agreement.

- (c) The Artist acknowledges and agrees there may be other artwork produced and installed on or as part of this public art installation and therefore he/she will not be the exclusive artist for Ice Hut Public Art Project. The Library will or may enter into agreements with other artists for art work.

## **2. Term**

This Agreement shall take effect as of the date first above written. The Artist shall complete all the work and services contemplated by this Agreement on or before November 1, 2022, unless this Agreement is terminated earlier as set out herein (the "Term") or a new agreement is made that supersedes this agreement.

## **3. Artist's Obligations**

- (a) The Artist agrees to provide complete production of the Artwork at determined location site.
- (b) The Artist will collaborate with all persons engaged in the Project of which the Artwork is to be a part, and to exercise skill and diligence in producing and executing the Artwork.
- (c) The Artist is responsible for all necessary safety measures while executing, completing the Artwork.
- (d) The execution of the Artwork is solely the responsibility of the Artist.
- (e) The Artist will provide written documentation at the end of the project outlining maintenance recommendations and a description of all primary and secondary materials used in the fabrication of the artwork including commercial names and suppliers of those materials.
- (f) Up to and including the time of delivery of the Artwork to the site for installation, the Artwork will be the responsibility of and at the risk of the Artist. Upon delivery of the

Artwork, the Artwork will be the responsibility of and at the risk of the Library.

- (g) Upon request, the Artist will provide the Library with information regarding the Artist's professional history, working process, concept and biography. The Artist hereby consents and authorizes the Library to use and disclose such information, including the Artist's name, in the Library's publicity, promotion and advertisement of the Project, Artwork and related activities, as the Library, deems necessary or desirable.
- (h) The Artist acknowledges and agrees that the Library will be responsible for all publicity, promotion and advertisement of the Project and related administrative activities.
- (i) The Artist will be available at all reasonable times, upon reasonable notice by the Library, to attend any related events, presentations, celebrations or necessary meetings for the creation, execution and publicity of the Artwork.
- (j) The Artist will not directly or indirectly disclose or use, at any time, any confidential information acquired in the course of this Agreement.
- (k) The Library reserves the right to suspend work in the event of an emergency.

#### **4. Payment**

- (a) The Library will pay a commission to the Artist in the total sum of one thousand, three hundred and fifty dollars (\$\_\_\_\_\_), exclusive of any applicable HST, as follows,

\_\_\_\_\_ upon signing of artist agreement

\_\_\_\_\_ upon completed installation to the site

#### **5. Intellectual Property**

- (a) The Artist represents, warrants and agrees that the Artwork, including any alterations which may be agreed to by Artist and the Library, does not breach any existing copyright or other intellectual property rights.

- (b) Subject to the rights given to the Library pursuant to this Agreement, the Artist will retain the copyright and other intellectual property rights relating to the Artwork.
- (c) The Artist hereby grants to the Library, a perpetual, world-wide, exclusive, irrevocable, transferable, royalty-free, fully paid-up right and license: (a) to use, reproduce and distribute, in any form, the Artwork or any part thereof for public display, community promotion, and non-commercial or educational purposes; and (b) to authorize other persons, including representatives, agents, contractors or sub-contractors, to do any of the former on behalf of the Library. However, said license does not give the Library the right to create replica models of the Artwork.
- (d) The Artist acknowledges that the Artwork was created specifically for the Library's Project, and therefore, the Artist agrees to not sell or license the design of the Artwork to any other party.
- (e) The Artist reserves the right to be identified as creator of the Artwork. The Library will give credit to the Artist as creator of the Artwork in such manner as the Library deems appropriate in its sole discretion.
- (f) As of delivery of the Artwork to the site, the Library has the sole right to move, de-accession or dispose of the Artwork, in whole or in part, for the remainder of the Term and at any time after the Term, as it deems necessary or desirable.

## **6. Termination**

This Agreement may be terminated by the Library:

- (i) at any time upon written notice to the Artist. The Artist will be reimbursed in direct proportion to the percentage of the Artwork completed at the time notification was received in writing; and/or
- (ii) in the event the Artist breaches any of his/her obligations under this Agreement, provided that the Library has first notified the Artist of the breach and given him/her an opportunity to remedy the breach on such terms and within such time frame as reasonably stipulated by the Library.

## **7. Indemnity and Insurance**

- (a) The Artist will defend, indemnify and save harmless the Library, its officials, officers, employees, directors, representatives, contractors and agents (collectively the "Library Indemnitees") against and from any and all actions, causes of action, interest, claims, demands, penalties, fines, costs, damages (including indirect, special and consequential damages), expenses (including defense costs) and loss, which the Library Indemnitees may

bear, suffer, incur, become liable for or be put to by reason of any damage to or loss of property or injury or death to persons by reason of, arising out of or in consequence of:

- (i) any breach, violation or non-performance of any provision of this Agreement by the Artist;
- (ii) any willful misconduct or negligent act or omission of the Artist;
- (iii) any infringement or alleged infringement of intellectual property rights associated with the Artwork; and
- (iv) anything in connection with this Agreement;

and this indemnity will survive the expiry or earlier termination of this Agreement.

## 8. General Terms

- (a) In the case of serious disrepair or serious vandalism to the Artwork which the Library elects to repair, the Library will make reasonable effort to contact and consult with the Artist about the restoration. If restoration is required, the Library will pay the Artist for the restoration at a fee negotiated at that time by the Artist and Library. If the Library is unable to contact the Artist after making reasonable effort, the Library will have sole discretion regarding the manner and provider of restoration.
- (b) If a section or part or parts of a section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties as though such section or parts or parts thereof had never been included in this Agreement.
- (c) Any notice required or desired to be given by any party hereunder shall be in writing and may be personally delivered or sent by prepaid registered mail or email to the other party at its address for service or at such other address as either party may so notify to the other. Every such notice shall be deemed to be received, if personally delivered, on the date of delivery; or if mailed as aforesaid in Ontario, on the fourth (4<sup>th</sup>) business day after its mailing date; or if sent by facsimile transmission, on the date of successful transmission, and if such date is not a business day, then on the first business day thereafter. Addresses for service shall be as follows:

To: the Artist

***[insert address]***

To: Innisfil ideaLAB & Library  
Attention: Deputy CEO

- (d) Any information which is collected by Library under this Agreement is subject to the rights, obligations and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.
- (e) Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

- (f) This Agreement constitutes the entire agreement between the parties hereto with respect to all the matters herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made a part hereof.
- (g) This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province sitting in Innisfil shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.
- (h) A reference to any act, by-law, rule, regulation or policy or to a provision thereof shall be deemed to include a reference to any act, by-law, rule, regulation or policy or provision enacted in substitution therefor or amendment thereof.
- (i) In this Agreement, wherever the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary have been made.
- (j) This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and permitted assigns.
- (k) None of the terms or obligations of this Agreement shall be assigned by the Artist without the express prior written consent of the Library.
- (l) No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented.
- (m) The headings to each section are inserted for convenience of reference only and do not form part of the Agreement.
- (n) This Agreement shall not be construed to constitute an agency, partnership or joint venture between the parties hereto.
- (o) All obligations of the Artist shall expressly, or by their nature, survive termination or expiration of this Agreement (including but not limited to those relating to intellectual property rights and indemnity) until, and unless, they are fulfilled, or by their nature expire.
- (p) Each of the parties hereto will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement, and will use reasonable efforts and take all such steps as may be

reasonably within its power to implement to their full extent, the provisions of this Agreement.

- (q) The Artist will disclose to the Library, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest, and will comply with any terms and conditions that the Library may reasonably prescribe as a result of the disclosure. The Artist represents and warrants that as at the date of execution of this Agreement, he/she has no actual, potential or perceived conflict of interest with the Library or the Project, and there is no reason why the Library would not want to enter into this Agreement with the Artist.

## 9. Artist's Acknowledgement

The Artist acknowledges that he/she has read this Agreement, understands the terms and conditions and the Artist's rights and obligations under this Agreement and agrees to be bound by same. The Artist acknowledges and agrees that this Agreement is being executed voluntarily. The Artist also acknowledges that he/she has been given an opportunity to consult his/her own lawyer with respect to the terms of this Agreement prior to signing this Agreement and has either sought out or declined such consultation.

**IN WITNESS WHEREOF** this Agreement has been duly signed by the parties hereto.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[insert Artist's name]

**Innisfil ideaLAB & Library, as represented by  
Deputy CEO, Susan Baues**

Per: \_\_\_\_\_  
Name:  
Title:



## Appendix B

# MATERIALS AND METHODS

The following information is provided as a guideline to assist artists in making appropriate material and fabrication selections to suit their proposed designs.

### MATERIAL SELECTION

Ice huts with blank plywood panels will be supplied.

Materials selected must be durable in the winter environment. Preferred materials include exterior latex outdoor paint, recommended supplier Home Hardware. Consideration will be made for alternative materials that are able to withstand elements such as extreme temperature change, sunlight, airborne particulars, salt, wind, etc.

If selected, the artist will have the opportunity to view the ice huts. The artist will be responsible for the design of all elements of the art piece which include each side of an approximate 8' x 8' structure. **Each ice hut structure is unique in its exact sizing and requirements of work.**

The final design should allow for signage to be affixed: On the rear of the building a call number legally required for ice hut operation.

An approximately 18" x 24" panel will be supplied that will include information about the project as well as any artist statements provided upon display.

The Town and Library is responsible for the installation working in conjunction with the ice hut operator. The method, materials and schedule for installation shall be coordinated with and approved by Kathryn Schoutsen, or her designate before any fabrication occurs.

Contact:  
Kathryn Schoutsen  
[kschoutsen@innisfilidealab.ca](mailto:kschoutsen@innisfilidealab.ca)

705-431-7410 ext. 5222