



REQUEST FOR QUALIFICATIONS
Atlanta Beltline Art 2025-2026

Pre-Qualified Public Art Artist Registry

Atlanta Beltline, Inc. is seeking qualified visual and performing artists, artisans, craft makers, cultural producers, and artist collectives to submit qualifications to expand the current Pre-Qualified Public Art Artist Registry.

RFQ Issued: Monday, November 24, 2025 9:00 AM, EST
Submission Deadline: Friday, January 16, 2026 3:30 PM, EST
Application Available at <https://AtlantaBeltlineArt.slideroom.com>,
an online application system. There is no fee to submit proposals.

All submissions are required in the slide room link listed above.

PROJECT BACKGROUND

About the Atlanta Beltline

The Atlanta Beltline project is the most comprehensive transportation and economic development effort ever undertaken in the City of Atlanta and amongst the largest, most wide-ranging urban redevelopment programs currently underway in the United States. The Atlanta Beltline is also a sustainable redevelopment program that will provide a network of public parks, multi-use trails and transit along a historic 22-mile railroad corridor circling downtown and connecting more than 45 neighborhoods directly to each other. It represents a tremendous opportunity to positively impact the way Atlanta will mature as a great city, enriching Atlanta's quality of life with parks, trails, transit, affordable housing, and economic development and setting a national standard for transformative investment, sustainable growth, and equitable development. Atlanta Beltline, Inc. ("ABI"), which was created for the sole purpose of implementing the project, is accepting applications for residency positions that provide invaluable twelve-month exposure to qualified respondents.

About Atlanta Beltline Art

Atlanta Beltline Art is the largest outdoor temporary art exhibition in the southeast, activating spaces along roughly 12 miles of the planned 22-mile corridor. The public art featured in the annual exhibition is carefully selected by an arts and culture expert jury and community members based on set criteria that aim to be as inclusive and equitable as possible. The linear gallery represents artists from across the region in a variety of mediums: sculpture, murals, style writing, dance, music, theater, photography, fashion, film, and more. The Atlanta Beltline welcomes over 2 million users a year, who are exposed to a number of art installations from the temporary and continuing exhibitions. To date, more than 90 projects have been commissioned as a part of the growing year-round collection.

PROJECT DESCRIPTION

The Atlanta Beltline, Inc., (ABI) and Atlanta Beltline Art Program invite artists and artist teams to submit their qualifications to be selected to join the Atlanta Beltline Art Pre-Qualified Artist Registry. This registry will serve as a resource for the program's selection of artists and artist teams to create public art projects to be installed along the Beltline trail and corridor. Artists and artist teams who were previously notified as approved and selected from the 2026-2026 Open call pre-qualified artist registry list do not need to submit for this request. The pre-qualified listing will remain active. This open call request is to expand the pre-qualified list to include additional artist and artist teams.

The Atlanta Beltline Public Art Pre-Qualified Artist Registry will be used to select artists for a project when that project's scope renders it appropriate. Selection will be based on the appropriateness of the artist's medium and experience, and artists may be selected for opportunities on a rolling and on-going basis. **An artists' or artist collectives' selection into the Pre-Qualified Public Art Artist Registry does not guarantee a commission with Atlanta Beltline Art or contract with ABI.**

Atlanta Beltline Art commissions a variety of temporary and permanent public artworks in collaboration with Departments and organizations engaged in redevelopment projects and trail construction associated with the Beltline project. Atlanta Beltline Art defines public art as

original visual and performance-based art placed in the public realm inclusive of, but not limited to, sculptures, two-dimensional works, murals, dance, performance, street art, style writing, ceramics, frieze, photography, mosaics, craft and light-based works, digital art, environmental art, and fiber-based installations. ABL prioritizes works by artists at all professional levels that live in and/or base their creative practice in the City of Atlanta. We strongly encourage artists and artist teams of all backgrounds working in any medium to join the pre-qualified artist registry.

Project Schedule

Opportunities will be made available to Pre-Qualified Artists on a rolling and on-going basis. **The deadline to apply for Round II of the 2025/2026 exhibition cycle is Friday, January 16, 2026 3:30PM EST.**

Qualifications and Requirements

ABL is seeking qualified individuals/collectives/teams (“Potential Respondents”) for the Pre-Qualified Atlanta Beltline Art Artist Registry. To be considered responsive, the Respondent must meet the following eligibility requirements:

1. Be based in the metro-Atlanta area, or, if registered as a business entity, be headquartered in the metro-Atlanta.
2. Must be 21 years of age or older.
3. Provide all information required in this RFQ package and address each of the specific evaluation criteria.
4. Have successfully completed any previously funded ABL contracts (if applicable).

Evaluation Criteria

All applicants submitting qualifications for the Beltline Artist Registry will be evaluated based on the following criteria: Artist Eligibility (See Above) and Artistic & Cultural Merit.

Atlanta Beltline Art utilizes evaluation metrics rooted in equity that acknowledges that terms such as “aesthetics” and “excellence” have historically reinforced cultural or personal biases and excluded a diversity of perspectives and creative approaches. Therefore, this program considers a broad range of values and attributes central to experience of engaging with arts and culture when evaluating for artistic and cultural merit.

Artistic and Cultural Merit is evaluated utilizing the following considerations after a thorough review of the applicants submitted qualifications:

- Submitted qualifications reflect multiple attributes of excellence in the external qualities and underlying values of the artist/cultural producer’s work. Excellence is understood as the works ability to inspire, educate, convey communal meaning, reflect cultural equity and integrity, and convey the resourcefulness and innovation of the applicant.
- Submitted qualifications reflect the artists/cultural producers professional and academic training, professional experience, or a combination of both that indicates a deep understanding and commitment to the individual’s artistic/cultural practice.

SUBMITTAL REQUIREMENTS

The following documents must be submitted via the application portal at <https://AtlantaBeltlineArt.slideroom.com> by the applicant to be considered eligible and advanced for further consideration. **All materials must be submitted by the deadline on Friday,**

January 16, 2026. All components must be included in the response to be considered an eligible submission. Respondents are limited to one submission for this RFQ.

1. **Artist Statement** (*Limit – no more than one page*)
Briefly summary of the applicant's artistic experience, training, discipline, and conceptual basis for the work as demonstrated by the portfolio sample. Include name of artist and/or artist team (Prime) who will enter into contract and list name of authorized signer and contact for contract.
2. **Portfolio** (*Limit – no more than 4 media files*)
Applicants must upload up to 8 relevant work samples in the form of media files (jpg, png, pdf, mp4, etc.) that best reflects their past work and evidence of capacity to develop work for the public realm.
3. **Resume** (*Limit – No more than Two Pages*)
A CV of up to the last 10 years of relevant exhibition and/or work experience shall be included in the statement of qualification submission.
4. **References** (*Limit – No more than One Page*)
References: Each artist should provide contact information for at least two (2) references, who can attest to the individual's skills and professionalism. Artist teams may submit a total of three (3) references collectively.

GENERAL POLICIES

By submitting a statement of qualifications, the Art Professional(s) is accepting the following Terms and Conditions, and these terms and conditions shall form the basis of any contract awarded as a result of the publication of this Open Call for Art Professionals:

1. The Art Professional must provide the documents listed as **Attachment 1** in order to execute an agreement with ABI. Failure to do so will result in a rescinding of the award.
2. The Art Professional(s) shall hold harmless ABI, Invest Atlanta (IA), and the City of Atlanta against any and all claims, judgments or liabilities to which they may be subject as a result of any acts or omissions associated with arising from, or relating to the submission by Art Professional of a proposal in response to this Open Call for Art Professionals. **(See Attachment 2 – Sample Artist Services Agreement)**
3. In addition to this indemnification, Artist shall also provide a Certificate of Insurance listing ABI, the City, and IA as an additional insured in amounts satisfactory to ABI per the Standard Insurance Requirements. Insurance coverage required by the applicant may include some or all of the coverage types listed, depending on the scope of work proposed. **(See Attachment 2 for Artist Services Insurance Requirements).**
4. The Art Professional(s) agrees that its status shall be that of an independent contractor, and neither its employees or subcontractors is or shall be an agent, servant or employee of ABI, IA, or the City of Atlanta;
5. The Art Professional(s) agrees that ABI shall be permitted to use and reproduce images, videos, and where applicable, recordings, of the selected projects for promotional purposes; and that Art Professional will sign any document necessary to reflect such permission for use and reproduction;
6. The Art Professional(s) shall have the right to perform or play a song in public and/or gain permission or a license if musical or oratorical selections are performed.
7. All proposal submissions become the property of ABI. If proposal submissions are not selected, ABI shall not utilize any aspect of the proposal in the future. Respondents, unless explicitly indicated in this RFP/RFQ, will not be compensated for any renderings or concepts included in their submissions.
8. A Federal Work Authorization user identification number included within Form W-9 for taxpayer identification number and certification shall be required, along with S.A.V.E. affidavit and other required documents.

EXPARTE COMMUNICATION

After this solicitation has been published and until a contract is fully executed or the procurement is canceled or withdrawn, no bidder, Respondent or offeror shall make direct contact with any member of ABI staff other than the person(s) listed on the first page of this solicitation. Furthermore, no person shall attempt to communicate with any ABI employee, director, or officer, excluding the ABI Director of Arts and Culture, Procurement Manager and the ABI Procurement Officer, regarding this RFQ during its pendency. ABI reserves the right to accept or reject quotes and to cancel a request for quote.

ATTACHMENT 1 – Contract Checklist



Consultant/Contractor Checklist – For External Distribution*

Please provide the following documents and/or information to the appropriate ABI project manager:

- ☐ Full name, title address, phone number, and email address of consultant/contractor. Verify that the consultant/contractor, if an individual, will be signing the contract and receiving all notices.
- ☐ If the consultant/contractor has a company or is in a joint venture with others, then the name, address, phone number, and email of the company, with a contact person who will receive notices, and the name and title of the person who is authorized to sign the contract.
- ☐ Verification of good standing with the Georgia Secretary of State's office (provide a copy of current Certificate of Existence).
- ☐ A copy of consultant's/contractor's business license (City of Atlanta, Fulton County or other).
- ☐ W-9 form completed.
- ☐ Cost estimate or price quote if provided as part of consultant's/contractor's response to the RFP, ITB, RFQ, informal/special/limited procurement, etc.
- ☐ Insurance verification consistent with the solicitation (RFQ, RFP, ITB, special/limited procurement) requirements. If the procurement was informal, provide evidence of insurance in accordance with ABI's standard requirements.
- ☐ Immigration verification (completed E-verify and SAVE affidavits, which are part of the standard contract and are required to be signed by consultant/contractor).
- ☐ Names of people who will be authorized to work on the project on behalf of the consultant/contractor (include the name of the consultant/contractor).
- ☐ Scope of services (subject to review, revision and approval by ABI).

*This list is not exhaustive. Additional documentation and/or information may be required.

ARTIST SERVICES AGREEMENT

This **ARTIST SERVICES AGREEMENT** (this “Agreement”) is made as and effective as of _____, 202__, (the “Effective Date”), by and between **ATLANTA BELTLINE, INC.**, a Georgia nonprofit corporation (“ABI”), and **[ARTIST’S NAME]** (hereafter “Artist”). Individually, ABI and Artist may be referred to in this Agreement as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, The Atlanta Development Authority d/b/a Invest Atlanta (“IA”) has been designated by the City of Atlanta (the “City”) as redevelopment agent for implementing and otherwise carrying out the redevelopment initiatives in connection with the City’s Beltline tax allocation district (the “Beltline TAD”); and

WHEREAS, ABI has been formed by IA to coordinate the administrative, development and redevelopment activities of the Beltline TAD; and

WHEREAS, in performing its responsibilities in coordinating the redevelopment activities of the Beltline TAD, ABI desires to engage the services of Artist to develop a body of work for exhibition on the Atlanta Beltline (the “Artwork”); and

WHEREAS, Artist possesses the necessary knowledge, skills, ability and expertise to competently perform the functions and services for which Artist will be engaged under this Agreement; and

WHEREAS, Artist has agreed to perform said services and ABI has agreed to accept said services.

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants, representations, warranties, and agreements set forth herein, ABI and Artist hereby agree as follows:

1. **Definitions.** As used herein, the terms listed below shall have the following meanings:

“**AFFILIATE**” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. An Affiliate of ABI shall include the Atlanta Beltline Partnership, Inc. (“ABP”), The Atlanta Development Authority d/b/a Invest Atlanta (“IA”), and the City of Atlanta (“COA”).

“**AGREEMENT**” shall mean this Artist Services Agreement, as amended and modified from time to time.

“**ARTIST**” shall mean [Artist’s name] and his or her heirs, agents, estate and personal representatives.

“**ARTWORK**” shall mean the art, music, or performance created in accordance with the Artist Services Agreement made and entered into on the date above by and between the Artist and Atlanta Beltline, Inc., and shall also be referenced herein as the “Work.”

“**PARTY**” or “**PARTIES**” shall mean each or all, as appropriate, of the persons or entities who have executed and delivered this Agreement, each permitted successor or assign of such a Party, and when appropriate to effect the binding nature of this Agreement for the benefit of another party, any other successor or assign of such a Party.

“**PERSON**” shall mean any person or entity, whether an individual, trustee, corporation, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture, governmental agency or authority.

“**PRODUCTS**” shall mean any and all art-based or non-art-based products or services associated directly or indirectly with the Artwork or the Artist, whether such Artwork or Products are known or unknown, and whether or not in existence on the Effective Date of this Agreement, such Products including, but not limited to, recordings, videos, wall art, calendars, stationery items, books, media properties, and apparel.

2. Services to be Provided. The functions and services to be provided under this Agreement (the “Services”) are as described in Exhibit “A” - Scope of Services, which is attached hereto and incorporated herein by this reference. In connection with the Services, ABI and Artist acknowledge and agree that ABI has engaged Artist as an independent contractor, and not as an employee of ABI. Artist is not an officer or agent of ABI and has no authority to bind ABI to any contractual obligation or otherwise. Artist shall be responsible for proper administration and payment of all taxes attributable to the Services delivered and the income received under this Agreement and shall hold ABI harmless from and against all such taxes and costs.

3. Additional Services. Professional services that are above and beyond the Services may be contracted for under a separate agreement or in an amendment to this Agreement. Notwithstanding the foregoing, Artist agrees to provide ABI with a written proposal, complete with an estimation of additional costs, for any additional services prior to proceeding with additional services. ABI shall not be responsible for paying Artist any fees or compensation for any additional services Artist performs without the prior written consent of ABI.

4. Compensation. ABI shall pay Artist a fee not to exceed **ZERO and 00/100 Dollars (\$0.00)** as full compensation for all services furnished and performed pursuant to this Agreement by Artist, including its employees, subcontractors, and anyone working at its direction. This fee shall represent total compensation regardless of any circumstances, whether or not those circumstances were foreseeable at the time of the execution of this Agreement. The fee shall be paid in periodic installments during the Contract Term, as defined in Section 4 herein. Each installment shall represent full and final, non-refundable payment for all services and materials provided prior to the due date. The fee shall be due upon satisfactory completion of the Scope of Services as described in Exhibit “A”, submission of an invoice and as determined by ABI. Artist shall submit all invoices to artinvoices@atlbeltline.org. ABI shall remit payment within thirty (30) days of receipt of the request for payment.

(a) DBE Utilization and Participation. In order to ensure, track, and be inclusive of minority participation in the overall development of the Atlanta Beltline Project, ABI strongly encourages participation of Disadvantaged Business Enterprises (DBEs) comprised of Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and/or Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI gathers data on the utilization of DBEs in all contracts. Each contractor or consultant for ABI shall list all DBEs that have been or will be utilized on each contract and/or amendment; the amount of revenue received or to be received by the DBE; and the percentage of the overall Scope of Services the specific DBE will provide under the contract and/or amendment.

(b) Additional Documentation Required for Payment. In addition to other required items, each invoice submitted for payment shall be accompanied by the following, all in form and substance satisfactory to the City and ABI and in compliance with applicable statutes of the State of Georgia, and shall constitute a request for payment:

(i) A statement from Artist setting forth the list of all sub-consultants/subcontractors with whom Artist has subcontracted; the amount of each such subcontract, the DBE status and participation percentage by completing the Subcontractor/Sub-consultant Utilization and DBE Participation Form to be provided by the ABI Project Manager; the amount requested for any sub-consultant/subcontractor in the invoice, and the amount to be paid to the sub-consultant/subcontractor from such invoice;

(ii) A DBE Invoice Summary shall accompany each invoice which provides the actual DBE participation (DBE/NON-DBE Vendor Participation Invoice Summary to be provided by the ABI Project Manager)

5. Term. The term of this Agreement shall begin on the Effective Date and end on [END DATE] (the "Contract Term"), unless sooner terminated by either Party as provided herein. During the Contract Term, the Artwork will be created and the Services shall be completed within the schedule for completion, as directed by the ABI Project Manager. For the purposes of this Agreement, the ABI Project Manager shall be [PROJECT MANAGER'S NAME].

(a) The Contract Term may be extended by written consent of the Parties. The Parties shall agree to a reasonable extension of the Contract Term in the event of unavoidable delays not due to the negligence or willful misconduct of the Party seeking the extension. An agreement by the Parties to extend the Contract Term in order to complete the Services outlined in this Agreement shall not obligate ABI to make additional payments to Artist, unless specifically agreed to in writing by both Parties.

(b) In the event that ABI, in its sole discretion, elects to change the performance schedule (defined in Exhibit "A"), Artist shall work in good faith with ABI to reschedule the performance of the Work. If the Parties are unable to reschedule the performance of the Work, Artist shall not be entitled to receive the second installment of the Compensation described in Paragraph 3 above.

6. **Termination.** ABI shall have the right to terminate this Agreement upon fifteen (15) days' written notice, with or without cause. Additionally, ABI shall have the right to terminate or suspend this Agreement and Artist's performance of the Work as follows:

- a. In the event that ABI determines that Artist's actions cause an imminent threat to persons or property, ABI shall have the right to suspend Artist's performance of the Work immediately and/or terminate this Agreement by providing twenty-four (24) hours' advance written notice to Artist.
- b. In the event that ABI determines that Artist's performance of the Work deviates from the Work described in the notice of acceptance of proposal received by the Artist, ABI shall have the right to cancel the performance, and the second installment of Compensation shall be forfeited. Additionally, Artist shall be required to return all or a portion of the first installment, as defined in Section 3 above, if ABI makes a written request. In the event that ABI elects to cancel the performance of Artist's work in accordance with this Section, ABI shall also have the right to terminate this Agreement by providing twenty-four (24) hours' advance written notice to Artist.

7. **Ownership of Documents.** All documents, plans, reports, or other written materials of any kind prepared by Artist in connection with this Agreement (the "Documents") shall become the sole property of ABI free and clear of any claims by Artist of any kind or character whatsoever, and ABI shall have the right to use and duplicate such Artwork, as ABI deems appropriate and in ABI's sole discretion, in connection with this and any other project of ABI.

8. **Ownership of Artwork.** Legal title, free and clear of all encumbrances, and all rights and interests of any kind whatsoever, in the Artwork shall pass to the ABI upon completion of the Artwork and the Artist has received all payments due under this Agreement.

9. **Non-Exclusive License.**

(a) Commencing on the Effective Date of this Agreement, Artist hereby grants to ABI the unencumbered, non-exclusive and perpetual rights to reproduce, adapt, manufacture, publish, market, distribute, sell, and display any and all art-based or non-art-based products or services associated directly or indirectly with the Artwork or the Artist, whether such Artwork or products are known or unknown, and whether or not in existence on the Effective Date of this Agreement, such products including, but not limited to, wall art, calendars, stationery items, books, media properties, and apparel (the "Products") for all manners of promotional and fundraising purposes and use.

(b) In addition to such rights, the Artist hereby grants ABI:

(i) the non-exclusive and perpetual right to print, vend, sell, reproduce, distribute, and otherwise use the image of the Artwork in any manner and by any means, whether or not now known, invented, used or contemplated, to promote and advertise the sale of the Products. For example, ABI has the right to use and reproduce the image of the Artwork in brochures, media publicity, and exhibition catalogues or similar publications, and in advertising for the merchandise or Products to be produced. ABI will be entitled to allow third parties to make alternative media reproductions including, without limitation,

reproductions in photographs, drawings, illustrations, digital images, film and video, or other media, whether now existing or hereafter invented; and

(ii) the right to use and publish, and to permit others to use and publish, Artist's name (including any professional name heretofore or hereinafter adopted by Artist), likeness, and biographical material or any reproduction or simulation thereof, in order to promote and advertise the sale of the Products and/or merchandise; and

(iii) the perpetual right, but not the obligation, to assert, and to defend against any actual or threatened infringement of the Artwork, copyrights and/or trademarks.

(c) The perpetual aspects of this Agreement shall in no way be construed to restrict the entering of the Artwork into the public domain by operation of the Copyright Act of 1976, 17 U.S.C. 101, et seq., or other state or federal laws, shall not be rendered invalid due to the operation of such laws, and in perpetuity, shall be upheld to the maximum extent possible within the parameters of such laws.

(d) ABI acknowledges that the Artist has designed a special body of work that has been selected to represent Atlanta Beltline Art. As such, ABI agrees to make reasonable efforts to provide proper attribution to the Artist, such as "Atlanta Beltline Art", as applicable. ABI shall also use reasonable efforts to require that third parties include reasonable and appropriate attribution in reproductions of the Artwork permitted by ABI.

(e) The Artist shall be entitled to retain reproductions of the Artwork for purposes of the Artist's own portfolio and promotional efforts. In all reproductions of and references to the Artwork, the Artist shall include the following: "An original work commissioned by Atlanta Beltline, Inc." or "Atlanta Beltline Art," as applicable.

(f) The Artist shall notify ABI of any change in Artist's address from that which is listed in Section 11(i) of the Agreement. The failure to do so, if such failure prevents ABI from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce those provisions of this Agreement, including but not limited to those provisions that require notice to, consultation with, and/or express approval of the Artist. Notwithstanding this provision, ABI shall use reasonable efforts to locate the Artist when matters arise relating to the Artist's rights.

(g) This Section shall survive any termination or expiration of this Agreement.

10. Confidentiality.

(a) Subject to any provisions in O.C.G.A Section 50-18-70, *et seq.* (the "Georgia Open Records Act") or other applicable provisions of Georgia law, it is hereby agreed by ABI and Artist that all work and materials prepared in connection with the Services provided under this Agreement are confidential. Dissemination of all materials produced from this Agreement will be handled by the person or persons ABI designates as its project manager in connection with the Services provided under this Agreement (the "ABI Project Manager"). The confidential information shall be used by Artist solely in

connection with the business and negotiations related to this engagement and not for any other purpose and shall not be disclosed to any other personnel, client or affiliated entity of Artist (other than to personnel that have been specifically designated by Artist, or as required by law) without ABI's prior written consent. Artist shall not disseminate any materials, documents or information outside of ABI and its designated approved personnel without the consent of ABI. In the event of receipt of a Georgia Open Records Act request by Artist, Artist shall immediately inform the ABI Project Manager, who shall advise Artist as to whether ABI will seek to prevent the dissemination of the requested material pursuant to any applicable exemption(s) or whether ABI believes compliance with such request is required under law. If ABI decides to seek protection of the requested material under an applicable exemption, Artist agrees to fully cooperate with ABI and to withhold from disclosure any material sought to be protected until ordered by a court of law having jurisdiction or ABI to do so. In such events, ABI shall bear the sole reasonable cost and expense of Artist in connection with any legal proceedings (excepting costs and expenses resulting from Artist's negligence or willful misconduct).

(b) Artist hereby advises that the personnel listed on Exhibit "B", attached hereto and incorporated herein by this reference, are designated to work on this engagement and have access to information as limited hereby. ABI hereby consents to the designated employees listed on Exhibit "B". This designated list of personnel may be amended only upon notice to and the written consent and approval of ABI.

(c) In order to protect and limit the dissemination of confidential information provided herein, Artist agrees to abide by the terms contained in this Section and to require compliance by its employees, contractors, sub-contractors, consultants, and agents.

11. Miscellaneous Provisions.

(a) Indemnification. Artist shall, and Artist does hereby agree to save, hold harmless from, and indemnify ABI, IA, and the City against all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which ABI, IA or the City may suffer or incur, or which may be asserted against ABI, IA and the City, and which arise in connection with the services provided and Artist's performance of the Scope of Services, or any of them, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination; provided, however, that in no event shall the indemnity provided under this Section extend to a claim, demand, action, cause of action, suit, liability, damage, loss, cost or expense if and to the extent the same is caused by any default, negligence or willful misconduct of ABI, IA or the City. In no event shall the indemnification in this Section, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any Party may be entitled under any insurance policy required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

(b) Limitation of Liability. Artist hereby acknowledges that ABI does not assume liability for performance of the Artist's Artwork. Additionally, ABI does not

assume any liability for any loss or damage to Artist equipment and materials and equipment provided by ABI, while the same is in transit, being set up, or utilized in the Artwork. It is understood that all Artwork created and displayed is at the Artist's own risk. Artist hereby irrevocably and unconditionally releases, acquits, and forever discharges ABI, the City of Atlanta and Invest Atlanta, from any and all claims, suits, actions and causes of actions of any kind, whether in law or in equity, known or unknown, arising out of, related to or resulting from this Agreement. Artist hereby releases ABI, the City of Atlanta and Invest Atlanta from any and all claims from any Artwork damage, personal injury, death, or other property damage, and related costs and liabilities, which is the result of handling, installing and deinstalling the Artwork.

(c) Insurance. In conjunction with the execution of this Agreement, Artist shall provide evidence of worker's compensation, commercial general liability, professional liability and automobile insurance to ABI in the form of a Certificate of Insurance listing ABI, IA, and the City as additional insureds (the "COI") to cover the acts and omissions of Artist and Artist's principals, employees and agents, and any subcontractor in rendering the Services within the scope of and in compliance with this Agreement. Artist shall at all times during the term of this Agreement maintain the above insurance policies consistent and in full compliance with the following requirements or their equivalent, where applicable (the "Insurance Requirements"):

- a) Statutory Worker's Compensation Insurance (statutory if three (3) or more employees)
 - 1. \$500,000 per accident
 - 2. \$500,000 per disease
 - 3. \$500,000 per employee
 - 4. Waiver of subrogation in favor of Atlanta Beltline, Inc., City of Atlanta, and Invest Atlanta.
- b) Commercial General Liability Insurance:
 - 1. \$1,000,000 limit of liability per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate;
 - 2. The following additional coverage must apply:
 - A. 2013 or later ISO Commercial General Liability Form.
 - B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
 - C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13. Endorsement listing Atlanta Beltline, Inc., City of Atlanta, and Invest Atlanta.

- D. Blanket Contractual Liability (included in 1986 or later forms).
 - E. Broad Form Property Damage (included in 1986 or later forms).
 - F. Severability of Interest (included in 1986 or later forms).
 - G. Personal Injury (deleting both contractual and employee exclusions).
 - H. Incidental Medical Malpractice.
 - I. Waiver of Subrogation in favor of Atlanta Beltline, Inc., City of Atlanta, and Invest Atlanta.
 - J. Primary and Non-Contributory wording.
- c) Contractual Liability, subject to Policy Term, Conditions and Exclusions.
 - d) Insurance company must be authorized to do business in the State of Georgia.
 - e) Additional insureds on the Workers' Compensation, Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta Beltline, Inc., the City of Atlanta, and Invest Atlanta.
 - f) The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).
 - g) Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker's Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Consultants' broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.
 - h) COI, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number. Further, the COI presented shall govern the coverage limits so long as the COI limits meet or exceed the limits described above.
 - i) Artist shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies

required to be provided by Artist will be primary over any insurance program carried by ABI.

- j) Artist shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Artist and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate Contractors, and subcontractors.
- k) Artist waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Artist may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Artist.
- l) Artist shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Artist) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

(d) Assignment. Neither Party hereto shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party. In the event that written consent to assignment is obtained by either Party, this Agreement shall be assignable and shall inure to the benefit of, be enforceable by, and bind the Parties hereto, or their respective successors, assigns, and personal representatives. Notwithstanding the foregoing, ABI shall have the right to assign this Agreement, at its sole discretion and without the consent of Artist, to any entity formed or designated by ABI as its “agent” for purposes of implementing all or a portion of its responsibilities with respect to the Beltline TAD. In such instances, ABI shall promptly advise Artist of any such assignment and provide Artist with the name of any replacement contact person.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.

(f) Sufferance and Non-Waiver. No term, covenant or condition of this Agreement can be waived except by written consent of the Party against whom such waiver is asserted. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the term, covenant or condition, and the other Party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

(g) Applicable Law. This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia.

(h) Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto, and it shall not be amended, altered or changed

except by a written Agreement signed by the Parties hereto.

(i) Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court of other governmental or judicial authority by any reason of such Party having or being deemed to have drafted, structured, dictated or required such provision.

(j) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, addressed as follows:

If to ABI: Atlanta Beltline, Inc.
100 Peachtree Street, Suite 2300
Atlanta, Georgia 30303
Attention: Project Manager
Telephone: (470) 000-0000
Email:

With a copy to: Atlanta Beltline, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, GA 30303
Attn: Aasia Mustakeem, Vice President & General Counsel
Phone: (404) 477-3690
Fax: (404) 477-3006
Email: AMustakeem@atlBeltline.org

If to Artist: Name:
Address:
Attn:
Phone:
Email:

A duplicate copy of each notice, certificate or other communication given hereunder by either ABI or Artist to any one of the others shall also be given to all of the others. ABI or Artist may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(k) Changes in Key Personnel. If at any time during the Contract Term, Artist changes the composition of any firm, team, or personnel identified in its response to the solicitation that served as the precursor to this Agreement without the express written consent of ABI, ABI shall have the right to terminate this Agreement by giving Artist thirty (30) days' written notice. In the event that ABI receives a request from Artist to change its Key Personnel, and the request is granted, ABI shall have the right to select the person or firm that will complete the work described in the Scope of Services.

(l) Counterparts. This Agreement may be signed in any number of

counterparts, each of which shall be an original for all purposes, but all when taken together shall constitute only one (1) agreement.

(m) Ethics. Artist acknowledges that ABI's employees, directors, and officers are bound by The Atlanta Beltline, Inc. Code of Ethics (the "ABI Ethics Code"); that Artist has read and understood the ABI Ethics Code; and that Artist will govern itself accordingly in all interactions with ABI's employees, directors, and officers.

(n) Time. Time is of the essence of this Agreement due to the nature of the funding. References in this Agreement or any related document to time periods in days shall mean calendar days unless expressly provided otherwise.

(o) Contractor/Consultant and Subcontractor/Sub-consultant Evidence of Compliance; Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91, ABI cannot enter into a contract for the physical performance of services unless the Contractor, its subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with C.G.A. §13-10-91. The signed affidavit is attached to this Agreement as Exhibit "C" and incorporated herein by this reference. Contractor agrees that in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, Contractor will secure from each subcontractor or an affidavit that certifies the subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit "D" and incorporated herein by this reference. Each subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Exhibit "E" and incorporated herein by this reference. Additionally, in accordance with O.C.G.A. §50-36-1, Contractor is required to sign the SAVE affidavit attached hereto as Exhibit "F" and incorporated herein by this reference.

12. Protection of Artwork. Artist shall be solely responsible for maintaining the Artwork and for any damage to or destruction of the Artwork prior to and during its transportation to the Site, during installation of the Artwork, while on display on the Site, during removal of the Artwork, and during its transportation from the Site and thereafter. ABI shall not be responsible for, nor incur any liability for loss or damage to any Artwork involved in Artist's Scope of Service under this Agreement. ABI shall notify Artist of any theft or significant damage, as determined by ABI, to the Artwork while on display at the Site. Artist shall obtain ABI's approval for access to the Artwork for repair. Artist shall release and hold ABI harmless from and against any and all claims whatsoever resulting or relating to the Artwork, including but not limited to any damage to the Artwork. Nothing in this section shall limit or release Artist from its indemnification obligations under this Agreement.

13. Media. Artist shall not communicate any information related to this Agreement and the work in connection herewith to any public officials, governmental bodies, press, media or any other public or private news medium, without the written consent of the ABI Project Manager. It is intended that the Services performed hereunder are confidential in nature and shall not be publicly disseminated unless approved by ABI Project Manager. If approved, ABI will coordinate with Artist in the public dissemination of information about the work related to this engagement and unless and until ABI approves in writing, Artist shall not communicate any information related to the Atlanta Beltline to government officials, the press, publications and other media, or press releases.

14. Conflicts. ABI and Artist recognize that given the business of Artist and the scope of the Atlanta Beltline program there may be other clients or potential clients of Artist related to the Atlanta Beltline program. The Parties agree that the intent and desire is to limit any conflicts and any potential conflicts and issues and, in that regard, Artist shall fully disclose to ABI any of its existing clients in connection with the Atlanta Beltline program and on an ongoing basis disclose and keep ABI advised of any clients or potential conflict issues that may arise in connection with any Atlanta Beltline program related engagement. Upon being advised of a potential conflict from Artist, ABI will review and determine the course of action to address the conflict. ABI agrees to work in good faith with Artist to resolve any conflicts.

15. Consent to Jurisdiction, Waiver of Jury Trial. Artist hereby consents to the jurisdiction of any state court within Fulton County, Georgia or any federal court located within the Northern District of Georgia, for any proceeding or dispute arising out of this Agreement. All service of process will be delivered to Artist's authorized agent for service of process, or at such other address as Artist may have designated in writing to ABI, and service so made shall be deemed to be completed in accordance with the applicable laws of the State of Georgia. To the extent permitted by law, Artist voluntarily and knowingly waives trial by jury and waives any objection which it may have based on lack of jurisdiction or improper venue or forum *non conveniens* to the conduct of any proceeding instituted under this Agreement, or arising out of or in connection with this Agreement, including any actions based upon, arising out of or in connection with any course of conduct, course of dealing, statement (whether oral or written), or actions of ABI or Artist, and Artist consents to the granting of such legal or equitable relief as is deemed appropriate by the court.

16. Authorization. Each of the signatories to this Agreement hereby represent that they have the authority to bind their respective entities and that they have undertaken to accomplish any and all actions required by their respective boards, or they have been granted the authority previously by their respective boards to enter into this Agreement.

17. Equal Opportunity. Artist and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or any other protected characteristic. Artist shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age, or any other protected characteristic. Artist agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth these policies of non-discrimination. Artist and all subcontractors and subconsultants shall, in all solicitations or advertisements for employees placed

by them or on their behalf state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or any other characteristic protected by law.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.)

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATLANTA BELTLINE, INC.
a Georgia nonprofit corporation

By: _____
Clyde Higgs
President and CEO

Funding Source:

SIGNATURES CONTINUED ON NEXT PAGE