JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY
PUBLIC ART FUNDING POLICY

1. FINDINGS AND PURPOSE

- Tourism Mission: The Jackson County Tourism Development Authority (JCTDA) finds that carefully selected public art may serve as an official destination-marketing asset by promoting Jackson County's natural character, recognized architecture, and visitor experience.
- Governmental Message: Projects funded under this Policy are selected, approved, and controlled by the JCTDA to communicate the JCTDA's own tourism-promotion message, and not to create a platform for unrestricted private expression.
- Objective Administration: The JCTDA will apply the eligibility and approval criteria in this Policy consistently, without regard to an applicant's identity, protected status, association, or viewpoint on matters outside the approved governmental message.

2. SCOPE, APPLICABILITY, ETC.

- Program Integration: This policy applies to any grant application or financial award involving permanent or semi-permanent public art submitted to the Jackson County Tourism Development Authority (JCTDA).
- Relationship to Baseline Rules: These terms supplement the standard JCTDA Grant Program Guidelines and Regulations.
- Conflict of Provisions: In the event of any conflict, ambiguity, or inconsistency between the standard JCTDA grant regulations and this Policy, the stricter provision shall control and prevail.

3. LEGAL CLASSIFICATION AS GOVERNMENT SPEECH

- Destination-Marketing Selection: Public art funded under this Policy is selected and approved by the JCTDA to advance its statutory tourism-promotion mission and to communicate destination-marketing themes chosen by the JCTDA. Funding alone does not transfer the artist's copyright or ownership of the physical artwork except as expressly provided in a signed project agreement.
- Government Speech and Control: For each funded project, the JCTDA retains final authority over selection, message, design approval, placement approval, attribution format, continued display, relocation, covering, and removal, subject to the artist-rights provisions below and applicable law. The JCTDA's control is exercised to maintain the approved governmental message and destination brand.
- Forum Disclaimer: Neither this grant program, the application process, nor any JCTDA-funded display creates a traditional public forum, designated public forum, limited public forum, or other forum for private expression. The JCTDA is not required to fund or display messages outside the governmental themes and objective eligibility criteria stated in this Policy.

4. SUBJECT MATTER & CONTENT ELIGIBILITY CRITERIA

- Approved Subject Matter: Eligible designs are strictly limited to stylized or realistic representations of native flora, fauna, natural landscapes, and recognized regional architecture, and must be consistent with the JCTDA's approved destination-marketing themes. Eligibility will be determined from the submitted rendering under the objective criteria in this Policy.
- Prohibition of Human Figures: Artwork must not depict human figures, human silhouettes, or anthropomorphic characters of any kind.
- Prohibition of Ideological and Political Content: Artwork must not contain political, partisan, electoral, religious, historical, military, ideological, or social-advocacy messages, symbols, flags, slogans, endorsements, opposition, or iconography. This restriction applies to all perspectives on those subjects and is intended to confine the program to the JCTDA's approved destination-marketing message.
- Prohibition of Text: Artwork must not contain words, phrases, or text of any kind, with the sole exceptions of the official town/county name, Leave No Trace® messaging, a standard artist signature, and required JCTDA brand acknowledgments.
- Nondiscriminatory Application: The same subject-matter and content rules shall apply to each applicant and artist. Decisions shall be based on the submitted design, the project site, compliance history, available funds, and the stated program criteria, and not on race, color, national origin, religion, sex, disability, age, genetic information, or other status protected by applicable law.
- Written Decision Record: The JCTDA shall document the accepted governmental message, approved rendering, approved location, and the policy criteria supporting approval, conditional approval, or denial.

5. PROCEDURAL REQUIREMENTS & APPROVAL PROCESS

- Prior Approval: Applicants must secure formal written design approval from the applying town's arts committee or town board. If an unincorporated area intends to apply, the Jackson County Arts Council will review the application. The application will need this committee's formal concurrence before it is brought to the JCTDA.
- Finalized Renderings: Applications must include a finalized, color-accurate visual rendering of the complete artwork as approved by the designated incorporated town or county entity.
- Artist Participation Agreement: Before work begins, the artist, applicant, property owner, and JCTDA shall execute a project agreement incorporating the approved rendering, scope, attribution, payment terms, physical ownership, copyright license, maintenance plan, removal rights, and any waiver required under federal law.
- JCTDA Final Approval: Art committee or Jackson County Arts Council preapproval does not bind the JCTDA. No project is eligible for reimbursement unless the JCTDA gives final written approval of the design, site, governmental message, and project agreement before installation.

- Pre-Installation Revisions: The JCTDA may approve, conditionally approve, reject, or require revisions to any proposed design before installation. No applicant or artist acquires a right to an award, reimbursement, installation, or display until all conditions are satisfied and a project agreement is fully executed.
- Post-Approval Changes: No applicant, property owner, or artist may alter an approved design, add content, change the approved site, or authorize a third party to do so without the JCTDA's prior written approval. Unauthorized changes constitute a material breach and may result in withholding, recoupment, covering, or removal.

6. OWNERSHIP, COPYRIGHT, LICENSE, AND ARTIST RIGHTS

- Physical Ownership and Site Control: The signed project agreement shall vest ownership of the completed physical artwork in the County, town, JCTDA, or site owner designated by the JCTDA upon installation or payment, whichever occurs first. The owner may possess, maintain, display, store, relocate, cover, deaccession, sell, or remove the physical artwork, subject only to the express terms of the agreement or as stated in this Policy.
- Artist Copyright; No Restriction on Government Control: Unless the project agreement expressly provides for a work made for hire or written assignment, the artist retains copyright. Retained copyright does not limit the physical owner's control of the object or the governmental rights, waivers, and license granted under the project agreement.
- Perpetual Government License: As a condition of funding, the artist grants to the JCTDA, Jackson County, and their respective boards, officers, employees, agents, contractors, successors, and assigns a perpetual, irrevocable, worldwide, non-exclusive, sublicensable, transferable, fully paid, royalty-free license to photograph, record, reproduce, publish, display, distribute, archive, and use images of the artwork, in any media now known or later developed, for governmental, tourism-promotion, educational, archival, public-information, and noncommercial promotional purposes.
- Governmental Adaptation Rights: The license includes resizing, cropping, formatting, color correction, captioning, animation, combination with other content, creation of derivative promotional materials, and use with governmental branding. To the extent a proposed use implicates a waivable right under 17 U.S.C. § 106A, the project-specific agreement shall contain the written waiver required by law.
- Artist Portfolio Use: Subject to third-party rights and reasonable site-access rules, the artist may photograph the completed artwork and use images of it for attribution, portfolio, exhibition, award, and self-promotional purposes. The artist shall not represent that the JCTDA endorses the artist or any unrelated product, cause, or message.
- Attribution: When reasonably practicable and where credits are customarily included, the JCTDA will provide customary attribution to the artist in reproductions of the artwork. Omission because of space, format, compilation use, inadvertence, or administrative error does not constitute a material breach, invalidate the license, or create a right to additional compensation. Upon written notice of an omission in a continuing digital use, the JCTDA will make a commercially reasonable effort to add attribution prospectively.

- Originality and Third-Party Rights: The artist shall represent that the approved artwork is original or properly licensed and that the JCTDA's authorized uses will not knowingly infringe another person's copyright, trademark, right of publicity, or other proprietary right. Any third-party materials must be identified and separately licensed in writing before approval.
- No Implied Transfer: No ownership, copyright, moral right, trademark right, or other intellectual-property interest is transferred or waived except through an express written provision signed by the person holding that right.

7. MAINTENANCE, MODIFICATION, RELOCATION, COVERING, AND REMOVAL

- Government Authority: Subject to the signed project agreement and applicable law, the JCTDA or site owner may inspect, maintain, repair, restore, cover, relocate, deaccession, or remove funded artwork when reasonably necessary for safety, construction, site operations, deterioration, loss of site rights, failure to remain consistent with the approved governmental message, breach of the project agreement, or other documented governmental purpose.
- Reasonable Notice; No Artist Veto: Except in an emergency or when notice is impracticable, the JCTDA will make a reasonable effort to provide the artist advance written notice of a planned material alteration, relocation, permanent covering, deaccession, or removal and a reasonable opportunity to provide nonbinding recommendations. Notice and consultation do not require agreement, create approval or veto rights, delay governmental action beyond the stated response period, or create a right to compensation. Failure to locate the artist after reasonable effort does not restrict authorized action.
- Alteration and Maintenance: The physical owner may undertake maintenance, conservation, repair, restoration, lighting changes, security measures, covering, alteration, relocation, deaccession, and removal when the JCTDA determines the action serves a documented safety, operational, fiscal, property-management, tourism, branding, contractual, or other governmental purpose. When reasonably practicable, work affecting the artistic integrity of the original physical artwork should follow professionally reasonable conservation practices. The project agreement shall include the consents and waivers reasonably necessary to permit these actions without further artist approval, to the fullest extent permitted by law.
- Project-Specific VARA and Building Waiver: Before installation, the artist shall sign a written instrument that identifies the artwork and, to the fullest extent permitted by 17 U.S.C. §§ 106A(e) and 113(d), waives claims arising from the maintenance, conservation, repair, alteration, relocation, covering, deaccession, or removal actions specifically authorized by the project agreement, including authorized removal of building-integrated artwork that may cause destruction, distortion, mutilation, or modification. The waiver shall be limited to the identified artwork and authorized governmental and site-management actions and shall not waive claims for unauthorized third-party conduct. If a legally sufficient waiver cannot be obtained, the JCTDA may decline the project or require a removable installation method and other reasonable risk controls.
- Emergency Action: Nothing in this Policy prevents immediate temporary covering, stabilization, access restriction, or removal when reasonably necessary to address an

imminent threat to public health, safety, or property. The JCTDA shall document the action and notify the artist when reasonably practicable.

8. RISK ALLOCATION AND COUNTY PROTECTION

- No County or JCTDA Duty or Warranty: Approval, inspection, funding, reimbursement, or public display does not make the County or JCTDA the artist's, applicant's, contractor's, or property owner's employer, partner, joint venturer, principal, guarantor, or insurer. Neither governmental entity warrants artistic quality, code compliance, site suitability, structural integrity, safety, durability, merchantability, or fitness for a particular purpose.
- Applicant Responsibility: The applicant and site owner remain responsible for design implementation, permits, structural and site review, accessibility, installation, maintenance, security, public safety, compliance with law, contractor supervision, and all claims arising from the project, except to the extent expressly assumed in a signed agreement.
- Indemnity Allocated by Responsibility: To the fullest extent permitted by law, each participant shall defend, indemnify, and hold harmless the JCTDA, Jackson County, and their officials, employees, and agents from third-party claims, losses, liens, damages, judgments, and reasonable defense costs to the extent caused by that participant's negligent or intentional acts or omissions, breach of the project agreement, or violation of law. The artist's indemnity shall principally cover infringement or misappropriation, breach of originality or licensing representations, unauthorized third-party materials, deviations by the artist from the approved design, and injury or damage caused by the artist's own work. The applicant, site owner, and installation contractor shall be responsible, according to their respective control, for site conditions, structural integrity, permits, installation safety, contractor supervision, maintenance, premises liability, and post-installation changes. No participant shall indemnify a governmental indemnitee for that indemnitee's sole negligence or willful misconduct, or to an extent prohibited by law.
- Insurance Proportionate to Role: Before work begins and for the period stated in the project agreement, each participant shall maintain liability insurance reasonably appropriate to that participant's work, contractual responsibilities, and risk of loss, in types and limits specified by the JCTDA. A certificate of insurance (COI) shall be presented to the JCTDA and approved as acceptable prior to commencement of work. The JCTDA may distinguish among design-only artists, artists performing installation, contractors, applicants, and site owners. Certificates and endorsements may be required, and the JCTDA and Jackson County shall be named as additional insureds where commercially available, appropriate to the covered risk, and stated in the project agreement. Insurance requirements may be waived or modified in writing when the JCTDA determines that equivalent risk controls are sufficient. Insurance does not limit contractual liability.
- No Obligation to Fund or Continue Display: The JCTDA may reject an application, withhold or recoup funds, terminate an award, or discontinue display for failure to satisfy this Policy or the project agreement, unavailability of funds, loss of site rights, unacceptable risk, or a documented governmental reason. Except for earned reimbursement expressly due under a signed agreement, no applicant, artist, or site owner is entitled to lost profits, consequential damages, relocation costs, or compensation for discontinued display.

9. PAYMENT TERMS, REIMBURSEMENT, AND REVOCATION

- Reimbursement Only: Public art grants are disbursed strictly on a post-completion reimbursement basis. No upfront or progress payments will be issued.
- Verification & Documentation: Grantees must submit high-resolution photographs of the completed physical installation, itemized paid receipts/invoices, and a completed Post-Initiative Evaluation before funds are released.
- Compliance and Withholding of Reimbursement: Payment is contingent upon substantial conformity with the approved rendering and signed project agreement. The JCTDA may withhold or reduce reimbursement for an unauthorized material deviation, addition, or text after giving written notice of the noncompliance and, when practicable, a reasonable opportunity to cure. Intentional or uncured material noncompliance may result in forfeiture of the award.
- Survival: The license, ownership, attribution, indemnity, maintenance, relocation, covering, removal, and artist-rights provisions of the signed project agreement survive payment, expiration, termination, relocation, or removal to the extent stated in that agreement.