STATE OF NEW MEXICO  
DEPARTMENT OF CULTURAL AFFAIRS  
NEW MEXICO ARTS DIVISION  
ART IN PUBLIC PLACES PURCHASE CONTRACT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Cultural Affairs/New Mexico Arts Division (hereafter, “NMAD”), acting through Veronica Gonzales, its Secretary; «Owner_Agency», hereinafter referred to as “Owner Agency”; and «gallery» hereinafter referred to as “the Gallery.” The Gallery represents «Artist_First_Name» «Artsit_Last_Name» «DBA» hereinafter referred to as "Artist".

WHEREAS, the Art in Public Places Act, NMSA 1978, Section 13-4A-1 (1986), (the “Act”) requires the allocation of one percent (1%) of certain legislative appropriations for capital expenditures to be set aside in a fund dedicated for the acquisition or commission of works of art to be used in, upon, or around public buildings;

WHEREAS, NMAD is authorized to administer the art in public places fund pursuant to the Act;

WHEREAS, the Owner Agency desires to acquire a work of art to be located at «Site», «Site_Address»; and

WHEREAS, in conformity with NMAD’s rules and the Act, the Owner Agency’s Local Selection Committee selected a work by the Artist to purchase.

THEREFORE, NMAD, the Owner Agency, the Gallery, and the Artist, for consideration and under the conditions hereinafter set forth, agree as follows:

Article 1. Scope of Services

1.0 Definitions.  
   a) “Artwork” means the work of art designed and created by the Artist and selected by the Local Selection Committee for placement at «Site», «Description», and includes any attached Work Base(s);  
   b) "Work Base" is a component of the Artwork and means the foundation or pedestal and Plexiglas cover or frame and Plexiglas protective covering, and device/devices for hanging 2D Artwork or securing a Plexiglas cover to a pedestal, upon which the Work of Art is mounted, as required according to attached Framing, Installation, and Plaque Guidelines;  
   c) "Work Site" means the specific area site within, upon, or around the public building in which the Artwork is to be permanently attached or installed, in this case the «Site», «Site_Address»;  
   f) "Owner Agency" is the agency that received the appropriation for the construction or renovation of the building that included funds designated for public art under the Act.

1.1 General Duties of Artist, Gallery, Owner Agency, and NMAD.  
   a) The Gallery shall perform all services and furnish all supplies, material and equipment as necessary for the transportation of the Artwork, to the Work Site and the permanent and secure installation of the Artwork at the Work Site, except as otherwise agreed to in this Contract.  
   b) The Gallery represents and warrants that the Artwork is solely the result of the artistic effort of the Artist and is unique and original, except as otherwise disclosed in writing to NMAD and the Owner Agency. If the Artwork is one in a series (not exceeding a total of fifty (50) copies, including variations of size, color, shape, or any distinguishing elements of the Artwork) of prints, photographs, castings or fabrications, or has been previously reproduced and accepted for sale elsewhere, the Gallery will notify NMAD and the Owner Agency of this and disclose the edition number of the piece within the series in writing to NMAD and the Owner Agency. The Gallery
further warrants that the Artwork does not infringe upon any copyright and is free and clear of any liens or claims from any source whatsoever.

c) The **Gallery** shall pay for the services of a professional fine art conservator if NMAD deems such an expense required and if the Artwork is: 1) an exterior work; 2) created with non-archival media; 3) exposed to adverse environmental conditions; or 4) comprised of media that may not be durable or has other maintenance concerns. The fine art conservator will determine the durability of the media and the required periodic maintenance. NMAD may terminate the agreement based upon the results of the conservator's report in accordance with Article 10, Termination.

c) The **Owner Agency** shall perform the following services in a satisfactory and proper manner as determined by NMAD, and is responsible and shall pay for the following:
   1. In collaboration with the Gallery, install the Artwork and prepare the Work Site;
   2. Provide the Gallery with reasonable access to the Work Site for the installation of the Artwork.
   3. In consultation with NMAD, take reasonable precautions to secure the Work Site during the installation of the Artwork.

1.2 **Delivery and Installation.**
   a) The **Gallery** shall deliver and permanently and securely install the completed Artwork at the Work Site no later than «install_date».
   b) The **Gallery** will be responsible for framing and installation of Artwork unless otherwise noted in this Contract. The Gallery shall ensure that the Artwork is installed with appropriate permanent anti-theft measures and/or devices to protect the Artwork.
   c) The Gallery shall provide and install a project identification plaque for the Artwork, as described in the attached and incorporated *Framing, Installation, and Plaque Guidelines*.

1.3 **Post-Installation Documentation.**
Within thirty (30) days after the delivery of the Artwork, the Gallery shall furnish NMAD with the following relating to the Artwork as completed:
   1. a publication-ready JPEG of the Artwork with a minimum resolution of 350 ppi (pixels per inch) and a minimum size of 7 inches on the longest edge;
   2. a JPEG of the Artwork *in situ* at the Work Site;
   3. a complete written description of the Artwork;
   4. written instructions for appropriate maintenance and preservation of the Artwork, including a maintenance schedule; and
   5. a comprehensive list of all media used in the creation of the Artwork (ex: type of paint, gauge and type of metal, adhesive materials, clay body and firing, acrylic, oil, etc).

1.4 **Final Acceptance.**
   a) The Gallery shall advise NMAD, in writing, using the NMAD *Final Payment Invoice - NOA* form, when all Gallery services required under this Contract have been completed.
   b) The **Owner Agency** shall notify the Gallery and NMAD, in writing, using the "Notice of Acceptance" signature area on the NMAD *Notice of Acceptance* form, of its final acceptance of the Artwork.
   c) If the **Owner Agency** determines and notifies NMAD within ten (10) days of installation by the Gallery that the Gallery’s services are incomplete or unsatisfactory, the Gallery shall resolve the issues to the satisfaction of the **Owner Agency** and NMAD at no further cost to the **Owner Agency** or NMAD.

1.5 **Risk of Loss.**
The risk of loss or damage to the Artwork shall be borne by the Gallery until acceptance by the **Owner Agency**, as indicated by the NMAD-signed *Final Payment Invoice - NOA* form. The Gallery shall obtain and maintain a policy of insurance for the purchase price of the Artwork to cover risk of damage or loss to the Artwork until final acceptance by the **Owner Agency** as required in Article 6 of this Agreement.

1.6 **Title.**
Title to the Artwork shall pass to the **Owner Agency** after installation and upon receipt by NMAD of the *Notice of Acceptance* form signed by the **Owner Agency**. If the **Owner Agency** fails, within thirty (30) days of installation of the Artwork by the Gallery, to return to NMAD an executed *Notice of Acceptance* form, or to notify NMAD of Artist services that are unsatisfactory, title and ownership of the Artwork will automatically transfer to the **Owner Agency**.
   a) The **Owner Agency** shall provide insurance for the purchase price of the Artwork upon transfer of ownership from NMAD to the **Owner Agency**.
   b) Title to the Artwork shall be owned by the **Owner Agency**, subject to applicable inventory requirements set forth by the State of New Mexico.
Article 2. Term.
The Contract shall terminate on «Term_Date», unless terminated pursuant to Article 10 herein. Any and all obligations arising under Article 1, Sections 1.4, 1.6, 1.6a, and Articles 5, 7, 8 shall survive the termination of this Contract, and such survival shall specifically include any other terms and provisions of the Contract necessary to give full force and effect to said provisions.

Article 3. Compensation and Payment Schedule.
3.1 Fixed Fee.
NMAD shall pay the Gallery a fixed fee of «CXT » dollars ($«CXT »), including gross receipts tax and all applicable state and federal taxes, for the services performed under this Contract. Payment to the Gallery shall be deducted from the allocation for the Art in Public Places program and shall constitute full compensation for all services, taxes, insurance, filing fees, engineering fees, professional conservator fees, materials, shipping or mailing charges, travel for the Gallery or the Gallery's subcontractors or employees to be furnished by the Gallery under this Contract. NMAD shall pay Gallery a single payment of the amount described in this paragraph upon receipt by NMAD after delivery and installation of the selected Artwork, the Project Plaque and any attached Work Base to Work Site and receipt of the Final Payment Invoice - NOA form signed by the Gallery, the Owner Agency, and NMAD'. Prior to issuance of payment, an NMAD Coordinator may visit to confirm the Gallery's compliance with the attached and incorporated Framing, Installation, and Plaque Guidelines.

Article 4. Extension of Time.
NMAD shall grant a reasonable extension of time to the Gallery in the event that there is a reasonable delay on the part of the Owner Agency in performing its obligations under this Contract, or if conditions beyond the Gallery's control or other Acts of God render timely performance of the Gallery's services impossible. Failure to fulfill contractual obligations due to conditions beyond a party's reasonable control will not be considered a breach of Contract provided that such obligations shall be suspended, with prior notice to and approval by NMAD, only for the duration of such conditions. All requests by the Gallery or the Owner Agency for time extensions shall be made in writing to NMAD at least eighty (80) days prior to the end of term described in Article 2. NMAD will review all written requests and notify the Owner Agency and the Gallery of its decision within ten (10) days of receipt of the written request.

Gallery shall not be entitled to additional payment in the event that the Work Site is not completed or otherwise suitable for installation when the Gallery is scheduled to install the Artwork. Gallery shall obtain confirmation from NMAD that the Work Site is ready for installing the Artwork prior to incurring shipping costs or other costs that are related to installation or placement of the Artwork. In the event of such delay, the parties shall extend the contract term in the length of the delay and NMAD shall approve a new installation schedule in consultation with the Owner Agency.

Article 5. Warranties.
5.1 Warranties of Title.
The Gallery represents and warrants that the Artwork: (a) is solely the result of the artistic effort of the Artist; (b) is unique and original, except as otherwise disclosed in writing to NMAD and the Owner Agency; (c) is not a duplicate thereof and has not been accepted for sale elsewhere; (d) does not infringe upon any copyright; and (e) is free and clear of any liens or claims from any source whatsoever.

5.2 Warranties of Quality and Condition.
The Gallery represents and warrants that: (a) the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects or qualities that will cause or accelerate deterioration of the Artwork; and (b) reasonable maintenance of the Artwork will not require procedures in excess of those described in the Gallery's maintenance recommendations. The warranties described in this Article 5.2 shall survive for five (5) years after the final acceptance of the Artwork, with periodic maintenance by the Owner Agency of the Artwork according to instructions provided by the Gallery. The Owner Agency shall give written notice to NMAD of any breach of the Artist's warranty within one hundred twenty (120) days of the breach during a five-year period after final acceptance of the Artwork. The Gallery shall, at the request of NMAD and the Owner Agency, and at no cost to the Owner or NMAD, cure reasonably and promptly any identified defect of the Artwork which is repairable by the Gallery or a professional fine art conservator hired by the Gallery. The Gallery or a professional fine art conservator shall make such repairs consistent with accepted practices of professional fine art conservation (including, for example, repair by means of restoration, refurbishing or re-creation of part or all of the Artwork).

Article 6. Insurance.
a) Until such time that NMAD pays the Gallery for the Finalist Presentation and title to the Work of Art passes to the Owner Agency, the Gallery is responsible for maintaining insurance coverage for claims and losses for both personal injury and property damage arising from performance under this Contract.

b) Auto Insurance. Gallery shall hold automobile insurance with at least the minimum New Mexico State levels of coverage, twenty thousand dollars ($20,000) for bodily injury or death of one person, fifty thousand dollars ($50,000) per accident for bodily injury to or death of two or more people, and ten thousand dollars ($10,000) per accident for property damage.

c) Worker Compensation. Gallery shall obtain worker's compensation insurance as required by law.

**Article 7. Reproduction Rights.**

7.1 General.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Artwork, except ownership and possession and any rights as may be limited by this Contract. The Artist grants to NMAD and the Owner Agency and their successors a non-revocable license to use images of the Artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogues or other similar publications.

7.2 Artist Credit.

All reproductions by NMAD or the Owner Agency shall credit the Artist and include a copyright notice substantially in the following form: "©[Artist's name], installation date, date of publication, Funded through the Art in Public Places Program of New Mexico Arts, a division of the New Mexico Department of Cultural Affairs."

7.3 Artist Reproduction Credit.

The Artist shall include on or in any image or any other form of reproduction of the Artwork initiated or authorized by the Artist a credit to NMAD in the following form: "Collection of the New Mexico Arts Division Art in Public Places Program."

**Article 8. Artist's Rights.**

8.1 General.

In all matters pertaining to the Artwork and its maintenance, including but not limited to the Articles in this Contract and the provisions of the New Mexico Fine Art in Public Building Act, Sections 13-4B-1 through 13-4B-3, and the federal Visual Artists’ Rights Act of 1990 (VARA) shall apply.

8.2 Maintenance.

The Owner Agency recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The Owner Agency shall reasonably assure that the Artwork is properly maintained and protected, in accordance with the Artist’s maintenance schedule, instructions, and the requirements of this Contract.

8.3 Repairs and Restoration.

a) NMAD shall have the right to determine, after consultation with the Owner Agency and a professional fine art conservator, when and if to repair or restore the Artwork. To the extent practicable, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations as recommended by a professional fine art conservator.

b) If the repair or restoration is needed five years or more after payment under this contract, the Owner Agency may procure the Artist’s services for repairs or restoration if permissible under New Mexico laws, including but not limited to the procurement code and state use act.

c) NMAD may de-accession the Artwork if one or more of the following conditions exist: 1) the Artwork is damaged where repair is impractical or costs exceed the value of the Artwork; 2) the Artwork has faults that require repeated and excessive maintenance; 3) the Artwork endangers public safety; 4) public protest has continued unabated over a period of five years and a public hearing has not led to a solution.

d) All repairs and restorations shall be made in accordance with accepted practices of professional fine art conservation.

e) The Owner Agency will give NMAD one hundred twenty (120) days' notice prior to any change in the property that will require removal or relocation of the Artwork.

**Article 9. Gallery as Independent Contractor.**

The Gallery, and his/her agents and employees, are independent contractors performing services for NMAD and are not employees of NMAD. The Gallery, his/her agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of NMAD, as a result of this Contract.
Article 10. Termination.

a) If any party violates any of the covenants, agreements or conditions material to the Contract, any of the other parties shall thereupon have the right to terminate this Contract by giving thirty (30) days written notice of termination to all other parties, specifying the grounds for termination, provided that the terminating party or parties makes reasonable attempts to reconcile the reason for termination prior to the notice of termination and that the defaulting party or parties shall have thirty (30) days from their receipt of the notice of default to cure such default or commence actions to cure the default within the thirty (30) day period when cure of the default is not possible within the thirty (30) days.

b) If the Owner Agency or NMAD terminate this Contract for the Gallery’s violation, the Gallery shall be ineligible to apply for Art in Public Places selection for a period of three (3) years or more from the date of the Gallery’s receipt of the notice of termination.

c) NMAD may terminate this Contract effective on the date of notice of termination if funding from the Legislature becomes unavailable as determined in NMAD’s discretion or if NMAD determines that the Artwork is too expensive to maintain after reviewing a conservator’s report obtained under Subsection 1.1(c) of this Contract.


NMAD shall administer this Contract, including issuing payments to the Gallery.


In carrying out the performance of the services designated, neither the Gallery nor the Owner Agency shall discriminate as to race, creed, religion, sex, age, national origin or any physical, mental or sensory disability, and the Gallery shall comply with the equality of employment opportunity provisions of New Mexico and federal law as presently existing or hereafter amended.

Article 13. ADA Compliance.

In performing any services required hereunder, the Gallery shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (the “ADA”). The Gallery’s responsibility to defend and indemnify NMAD, as provided in this Contract, includes but is not limited to claims arising from the Gallery's, or Gallery's agents’ or employees’ acts or omissions in violation of the ADA.


The Gallery shall comply with federal, state and city statutes, ordinances and regulations that are applicable to the performance of the Gallery’s services under this Contract.

Article 15. Entire Agreement.

This writing embodies the entire Contract and understanding between the parties hereto, and there are no other contracts, agreements and understandings, oral or written, with reference to the subject matter hereof that are not superseded hereby.


No alteration, change or modification of the terms of the Contract shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of the Owner Agency and NMAD.

Article 17. Waiver.

No waiver of performance by any party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Contract. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or an acceptance of defective performance.

Article 18. Governing Law and Venue.

This Contract, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of New Mexico. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Gallery acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.


This Contract shall be binding upon and shall inure to the benefit of the Owner Agency, the Gallery, and the Artist and their respective heirs, personal representatives, successors and permitted assigns.
Article 20. Written Notices.

a) All notices, requests, demands and other communications which are required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given upon the receipt thereof.

b) For purposes of giving formal, written notice, the parties will use the following addresses:

<table>
<thead>
<tr>
<th>OWNER AGENCY</th>
<th>SITE CONTACT</th>
<th>Gallery</th>
<th>NMAD</th>
</tr>
</thead>
<tbody>
<tr>
<td>«Owner_Contact_Name»</td>
<td>«gallery»</td>
<td>«gallery»</td>
<td>Nicholas Henderson</td>
</tr>
<tr>
<td>«Owner_Contact_Title»</td>
<td>«Gallery_Contact»</td>
<td>«artist_gallery_address»</td>
<td>New Mexico Arts</td>
</tr>
<tr>
<td>«Owner_Contact_Address»</td>
<td>«artist_gallery_phone»</td>
<td>«artist_gallery_email»</td>
<td>Bataan Memorial Bldg.</td>
</tr>
<tr>
<td>«Owner_Contact_Phone»</td>
<td></td>
<td></td>
<td>407 Galisteo Suite 270</td>
</tr>
<tr>
<td>«Owner_Contact_Email»</td>
<td></td>
<td></td>
<td>Santa Fe NM 87501-2641</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>505-827-6490</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>505-827-6043/fax</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>800-879-4278/instate</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:nicholas.henderson@state.nm.us">nicholas.henderson@state.nm.us</a></td>
</tr>
</tbody>
</table>

c) Until NMAD receives the Final Payment Invoice - NOA form with Gallery’s signature and the Owner-signed Notice of Acceptance form, the Gallery and Owner Agency Representative will provide NMAD with notice of any change in address within ten (10) days following that change. After the final payment in this Contract has been made, the Gallery and Owner Agency will notify NMAD of any change in address within thirty (30) days following the change. Failure to notify NMAD of a change of address will waive the Gallery’s or Owner Agency’s rights, respectively, that are described in this Contract, except for the Artist’s copyright and reproduction rights.

Article 21. Conflict of Interest.

The Gallery warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Gallery certifies it has not violated or caused any other person to violate any requirement of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, by entering this contract.

Article 22. Bribes, Gratuities, Kickbacks, Applicable Law.

The Procurement Code, NMSA 1978, Sections T3-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the Code. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Article 23. Records and Audits.

The Gallery shall maintain, for three years, records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by NMAD, the Owner Agency, the Department of Finance and Administration, and the State Auditor. NMAD, the Department of Finance and Administration, the State Auditor, and the Owner Agency shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the rights of NMAD and the Owner Agency, respectively, to recover excessive or illegal payments.

Article 24. Employee Pay Equity Reporting

Gallery agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If Gallery has two hundred fifty (250) or more employees, Gallery must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Gallery also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should Gallery not meet the size requirement for reporting at contract award but subsequently grows such that the Gallery meets or exceeds the size requirement for reporting, Gallery agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Gallery also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this contract or subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Gallery further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Gallery will submit
the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Gallery shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Gallery acknowledges that this subcontractor requirement applies even though Gallery itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Gallery has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

**Article 25. Assignment.**

The Gallery shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of NMAD and the Owner Agency.

**Article 26. Required Signatures.**

This Contract will not be binding upon any parties hereto until all signatures required below have been obtained. Other than as to individuals, each signatory below represents that by signing this agreement that he or she has the authority to bind the entity for which he or she signs.

_The remainder of this page is intentionally left blank._
IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature below:

DEPARTMENT OF CULTURAL AFFAIRS:

_____________________________________________________             Date _____________
Veronica Gonzales, Cabinet Secretary Dept. of Cultural Affairs

_____________________________________________________             Date _____________
Loie Fecteau, Executive Director New Mexico Arts Division

Approved as to budgetary sufficiency:

_____________________________________________________             Date _____________
Greg Geisler, ASD Director/CFO Dept. of Cultural Affairs

Approved as to form:

_____________________________________________________             Date _____________
Attorney, Dept. of Cultural Affairs

OWNER AGENCY:

_____________________________________________________             Date _____________
«signatory_name», «signatory_title»

OWNER AGENCY LEGAL REPRESENTATIVE (if required by Owner Agency):
_____________________________________________________             Date _____________

Print name & title, then sign above

GALLERY:

_____________________________________________________             Date _____________
«gallery»

ARTIST:

_____________________________________________________             Date _____________
«Artist_First_Name» «Artist_Last_Name» «DBA»
Framing, Installation, and Plaque Guidelines

All framing materials must be museum quality!

1. Mat type - 100% Cotton rag.
2. Mat color – white, specific white may be determined by artist and framer.
3. Mat size – not to be less than 2 inches all the way around.
4. Backing – Acid free, museum quality.
5. Mounting – Acid free, museum quality.
6. Frame material - simple profile, maple or oak molding, 1.5” or larger on the face.
7. Plexiglas protective covering required on all 2-D pieces. Glass on pastels.
8. Spacers when necessary so that Plexiglas does not touch the artwork.
9. Security hangers must be used, no wire.
10. Weighted wood pedestal with secure bolted Plexiglas cover required on small 3-D works.
11. Pedestals shall be tall enough to bring the artwork to eyelevel.
12. Large scale and/or exterior sculptures do not require Plexiglas covering.
13. All artwork must be permanently installed at the site along with a project plaque.
14. Pedestals must be painted either black or white.

Samples of mats, frames, pedestals and plaques can be viewed at New Mexico Arts office (407 Galisteo, suite 270, Santa Fe, NM). Please call to schedule an appointment (505-827-6490, In State 800-879-4278).
The following guidelines are used for NMA Public Arts Projects to help us maintain plaque quality and style consistency. It is permissible for the font size to be changed to best fit the size of the plaque. (Drawings are not to scale!)

**SAMPLE**

14 pt **Bold Italic** Arial Font or Times New Roman
14 pt **Plain** Arial Font or Times New Roman
14 pt **Plain** Arial Font or Times New Roman

May or may not have 2 drilled holes for mounting depending on plaque style

12 pt **Plain** Arial Font or Times New Roman
12 pt **Plain** Arial Font or Times New Roman
12 pt **Plain** Arial Font or Times New Roman
12 pt **Plain** Arial Font or Times New Roman

** Title of Work **
by Artist’s Name
year of completion

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Funded by the
Art in Public Places Program
New Mexico Arts
Department of Cultural Affairs

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**Interior Pieces**

Material and Finish: Metal 3” x 5” plate with brushed silver or brass finish and black lettering on wooden base (black or natural wood) no larger than 4” x 6”

**Exterior Pieces**

Material and Finish: Metal plate with black finish and silver lettering
Plaque Size: 3” x 5” or 5” x 7”

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**Please adjust font size to best fit plaque dimensions!**

VARIATIONS: We understand that because of the nature of the artwork and/or site, plaque variations may be desirable. For example, a tile artist might choose to create a custom tile plaque to integrate into the work. A muralist might choose to paint the plaque information directly onto the mural. For a large stainless steel exterior sculpture, an artist might wish to use a stainless steel plaque that is larger than the standard size. We encourage you to think creatively. However, the Artist must consult with New Mexico Arts before executing a custom plaque (505-827-6490, In State 800-879-4278).