

Reno-Tahoe Airport Authority

Public Art Master Plan

2023



PREPARED BY FORECAST



Reno-Tahoe
Airport Authority

Public Art Master Plan 2023

1. Executive Summary	2	7. Selection	12
CEO Welcome		Reno-Tahoe Airport Authority Art Advisory Committee	
Reno-Tahoe Airport Authority History		• Governance	
Public Art at the Reno-Tahoe International Airport		• Membership and Terms	
Strategic Vision		Solicitation Processes	
Guiding Principles		Scoring	
		Contract	
2. Organizational Chart	5	8. Maintenance	16
Role, Descriptions, and Responsibilities		Documentation	
		Storage	
3. Public Art Collection	6	Conservation	
Definition		Insurance	
4. Funding	7	9. De-Accession	17
RTAA Resolution No. 552		Criteria	
Grants		Methods	
In-Kind Donations		10. Public Awareness	19
5. Acquisition	8	Website	
Permanent Artwork		Social Media	
Temporary Artwork		Signage	
Donations of Artwork		Events	
Visual Artists Rights Act of 1990		11. Attachments	20
6. Placement	10	depARTures Gallery Artwork Installation and Display Agreement	
Reno-Tahoe Airport Authority Property		depARTures Gallery Artwork Loan Agreement	
depARTures Gallery		depARTures Gallery Brochure	
		RTAA Resolution No. 552	
		VARA Waiver	

1. Executive Summary

CEO WELCOME

Northern Nevada is seeing historic growth, and as a key player in the economic vitality of the region, the Reno-Tahoe Airport Authority (RTAA) appreciates the value of a thriving transportation hub. Whether it involves passengers or cargo, the ability to quickly and reliably move valuable resources over great distances improves the quality of life and standard of living of people across the globe. By connecting with our community, we connect our community with the world.

Located only minutes from downtown Reno and less than an hour from some of the finest ski resorts and outdoor recreation in the world, the Reno-Tahoe International Airport (RNO) is considered the gateway to Lake Tahoe and an entry point to a growing business and tech industry that continues to expand. While many airports around the world are still working to match pre-pandemic levels, RNO has experienced a strong recovery and has seen some of the highest passenger numbers in its history.

RNO is a place travelers love for its convenience, cleanliness, and outstanding customer service, but it is undersized and cannot meet the needs of a growing community. So, the RTAA is transforming the travel experience with a multi-year construction program, MoreRNO, the largest ever at the airport. It will bring passengers more of what they love and celebrate the cultural heritage and artistic development inspired by the unique Reno-Tahoe region.

This \$1 billion investment in infrastructure that includes projects like the Ticketing Hall Expansion, Loop Road Upgrades, Consolidated Rental Car Facility and Ground Transportation Center, and a complete Concourse Redevelopment will also give RNO more space to showcase public art.

It takes bold vision to act on behalf of the airport's long-term future and the RTAA Board of Trustees has pledged a minimum one percent of design and construction costs for capital improvement projects in public spaces for art at RNO and Reno-Stead Airport. These projects will be completed in partnership with the RTAA's inaugural Art Advisory Committee whose expertise in the recruitment, selection, acquisition, installation, and maintenance of permanent artworks will support the strategic direction of the airport art program.

The beauty of RNO is not just found in the view of the adjacent snow-capped mountains, but in the friendliness of our team, and as our airport continues to grow and develop, so does the opportunity to establish a dynamic art program that celebrates equity, diversity, and inclusion, and creates memorable experiences for millions of travelers and guests each year.



Daren Griffin
Chief Executive Officer
Reno-Tahoe Airport Authority

Reno-Tahoe Airport Authority History

The RTAA is a quasi-municipal corporation created by the Nevada State Legislature in 1978. The act creating the RTAA provides that it will serve a public use and will facilitate safe and convenient air travel and transport to and from the Reno-Tahoe area. The RTAA owns and operates the Reno-Tahoe International Airport (RNO) and the Reno-Stead Airport (RTS) and is governed by a nine-member Board of Trustees appointed by local government entities. The airports are powerful economic engines that have an estimated \$3.1 billion annual economic impact on the local economy and generate over 24,700 jobs yet receive no tax dollars to fund operations.

Public Art at the Reno-Tahoe International Airport

June 24, 1993 - The Airport Authority of Washoe County passed Resolution No. 270 *A Policy Setting Procedures for Public Art in Public Places Under the Jurisdiction of the Airport Authority of Washoe County*.

August 14, 1997 - The Airport Authority of Washoe County passed Resolution 354 *A Resolution Authorizing Formal Establishment and Creation of an Airport Art Advisory Committee to Evaluate and Recommend to the Board of Trustees the Creation, Placement, and Appropriateness of Artwork on or in Airport Property*.

2005 – The RTAA opened its first gallery at RNO, called the Connectors Collections Gallery, *as a means to celebrate the cultural heritage and artistic development of the Northern Nevada region, and to expand the artists experience and enjoyment of RNO's customers, tenants, and employees*. It is now called the depARTures Gallery, located in the Connector Concourse C.

September 9, 2021 - The RTAA Board of Trustees established Resolution No. 552 *A Resolution Establishing an Arts Policy for the Reno-Tahoe Airport Authority* in which a minimum of one percent of design and construction costs for capital improvement projects in public spaces from RTAA funds will be allocated to public art.

February 8, 2022 - Consulting agency Forecast Public Art was contracted by the RTAA Board of Trustees to lead the creation of a RTAA Public Art Master Plan.

April 6, 2022 - The RTAA unveiled the multi-year construction program called MoreRNO with opportunities for public art placement in each project.

Strategic Vision

The RTAA Public Art Master Plan (Plan) is meant to give strategic direction on procedures, policies, and partners needed for the successful implementation of an airport art program that recognizes the importance of art and cultural expression.

The Reno/Sparks/Lake Tahoe region is home to people of diverse social, economic, geographic, religious, and ethnic backgrounds. It is the prime intent of the RTAA to allow this diversity to come alive in the form of exceptional experiences and opportunities balanced among local, regional, and national artists. This Plan is a means to celebrate the cultural heritage and artistic development of the region by investing and expanding the artistic experience and enjoyment of passengers, tenants, and employees, and by enhancing the warmth, dignity, beauty, and accessibility at RNO and RTS.

Guiding Principles

The following RTAA principles promote a positive passenger experience through effective art programming at RNO and RTS.



1. Provide artwork and exhibitions that are consistent with the RTAA's statutory mission, and support RNO and RTS's sense of place and brand while maintaining alignment with the Strategic Vision.
2. Artwork and exhibitions should be diverse and inclusive in subject matter, artist representation, and in its appeal to an audience of all backgrounds and abilities, as well as to those with a specific interest in art.
3. Works should be positive in nature and avoid inappropriate or controversial issues such as, but not limited to politics, religion, and sex.
4. Selections should be robust, relatively maintenance free, and avoid technological obsolescence.
5. Locations for public art are to be coordinated by the RTAA and mutually supportive of airport operations, wayfinding, and advertising programs, and where passengers and guests will be in the most receptive frame of mind.
6. With respect to Resolution No. 552:
The public art selection will start early in the construction process to capture opportunities for artistic contributions, and ensure that art and architecture are well integrated.
The goal for RTAA's determination of whether public art is appropriate will normally be the thirty percent (30%) schematic design stage. This is typically a good point at which to evaluate how art might be integrated in project design, and to establish budgets.
The one percent (1%) Public Art Funds do not include projects funded by Passenger Facility Charges (PFC) and Customer Facility Charges (CFC), Airport Improvement Program grants, and other non-RTAA sources.
7. Members of the RTAA Art Advisory Committee will be selected based on their individual areas of expertise and with the goal of representing a broad cross-section of the community. Their recommendations will be given strong consideration by the RTAA Board of Trustees.

2. Organizational Chart

Role Descriptions and Responsibilities

Reno-Tahoe Airport Authority (RTAA)

Description: Established by the Nevada State Legislature on July 1, 1978, the RTAA owns and operates RNO and RTS.

Responsibilities: The RTAA functions like a small city with over 2,400 employees working for a variety of companies. Approximately 275 of those work directly for the RTAA.

RTAA Board of Trustees (Trustees)

Description: The Trustees consist of nine members appointed by the City of Reno, City of Sparks, Washoe County, and the Reno-Sparks Convention and Visitors Authority. Each Trustee brings a history of community service combined with a wide range of business expertise.

Responsibilities: The Trustees approve and adopt the Reno-Tahoe Airport Public Art Master Plan (Plan). The Trustees can appropriate or approve an annual fiscal allocation (Public Art Fund) to promote and maintain public art programming. Trustees receive recommendations from the Committee and Trustee Liaison as needed to expand and advance the airport's arts and culture identity.

RTAA Liaison (Trustee Liaison)

Description: The Trustees Liaison is an active member of the Trustees and is appointed by its Chairman to serve a one-year term with the opportunity to renew each year.

Responsibilities: In coordination with RTAA staff, the Trustee Liaison will advise on the administration and oversight of all RTAA art programs. The Trustee Liaison is also a voting member of the Committee.

RTAA Chief Marketing and Public Affairs Officer (Public Affairs Officer)

Description: The Public Affairs Officer supervises the Culture Manager and reports directly to the Chief Executive Officer.

Responsibilities: The Public Affairs Officer offers support and guidance to the Culture Manager as required. The Public Affairs Officer serves as an ex officio member of the Committee and selects its members in consultation with the Trustee Liaison.

RTAA Contracts and Procurement Director (Contracts Director)

Description: Under the direction of the Contracts Director, the Purchasing and Materials Management team works to ensure all materials, supplies, equipment, and services required to operate RNO and RTS are acquired in a timely manner, at the lowest possible cost, consistent with the quality required, and in compliance with applicable purchasing and public works laws, as mandated by the RTAA enabling legislation.

Responsibilities: The Contracts Director oversees all agreements between the airport and artists, artist teams, and other contractors in the daily administration of the Plan. Formal and informal solicitations, including associated processes for public art, are also handled by the Contracts Director.

RTAA Project Manager / Architect (Project Manager)

Description: The Project Manager's duties include the planning, directing, and coordinating of operations, construction, and maintenance of airport facilities. Specifically, the Project Manager is responsible for working with contractors, designers, consultants, tenants, and government regulatory agencies to ensure all activities comply with laws, policies, rules, and regulations.

Responsibilities: The Project Manager is a non-voting advisor to the Committee. This role supports the art RFQ/RFP processes and educates the Committee and artists on all facets of construction within the airports. The Project Manager also uses architectural and design experience to evaluate locations for public and rotating art.

RTAA Community Relations and Cultural Engagement Manager (Culture Manager)

Description: The role of the Culture Manager is to enhance relationships with the surrounding community, develop and coordinate all facets of an airport art program, and manage special events while supporting the overall public affairs efforts of the RTAA.

Responsibilities: The Culture Manager is a non-voting advisor to the Committee and is responsible for the day-to-day management of the airports' art program, including the administration of the Plan, the Committee, and airport art collection. The Culture Manager is fiscally responsible for the Public Art Fund.

RTAA Art Advisory Committee (Committee)

Description: Composed of up to 15 voting members, the Committee serves as the primary advisory body for all matters related to arts and culture at the RTAA. Members also serve as ambassadors of the RTAA public art program.

Responsibilities: The Committee's primary role is to make recommendations to the Trustees regarding the selection, installation, and maintenance of public art at RTAA facilities, both temporary and permanent, for the benefit of all residing in or visiting the Reno-Tahoe region. They also provide a variety of professional perspectives, opinions, and recommendations on the funding, priority, and placement of public and rotating art at RNO and RTS.

3. Public Art Collection



Definition

The Plan's long-term administration is expected to result in a rich and diverse public art collection. The RTAA already owns some art objects, acquired by various means including undocumented gifts, donations, and purchases. Some of these items may or may not have a registered history of accession or any supporting evidence of provenance.

Tangible public art forms include, but are not limited to drawings, prints, photographs, collages, paintings, mosaics, murals, written works, fiber and mixed media artworks, stained glass, relief or freestanding three dimensional forms, digital or computer-generated imagery or sound, and indoor and outdoor installations. Other public art forms may include music, performance, dance, theater, song, storytelling, or poetry. Works of art may be temporary or permanent.

4. Funding

The funding for public art and public programming resulting from the administration of the Plan will come from three identified sources.

RTAA Resolution No. 552

A minimum of one percent (1%) of design and construction costs for capital improvement projects in public spaces from RTAA funds will be allocated towards public art at RNO and RTS. Projects funded by Passenger Facility Charges (PFC), Customer Facility Charges (CFC), Airport Improvement Program grants, and other non-RTAA sources are excluded from the one percent (1%) allocation.

Grants

Local (e.g.: City of Reno), state (e.g.: Nevada Arts Council), and national grants (e.g.: National Endowment for the Arts) may also provide a source of funding. Funds from RTAA Resolution No. 522 may be used as matching funds for grant applications. All grant applications are submitted by the Culture Manager and/or staff with application permission and final acceptance from the Public Affairs Officer.

In-Kind Donations

The Plan recognizes that forms of non-monetary support may also provide alternate resources. Such examples include but are not limited to donation of commercial space, materials, transportation, education, entertainment, volunteerism, food/drink, or promotional items, gifts, and awards.

5. Acquisition

RTAA Resolution No. 552 offers the commissioning of new public art at the airport, as well as art programming which, depending on annual budget and staff capacity, may manifest itself in many forms, such as direct purchases or commissions, creative pop-ups, arts education workshops, new or special art events, annual or signature art events, contests, or incoming loans of artwork for display. The daily administration of this portfolio is managed by the Culture Manager with recommendations from the Committee.

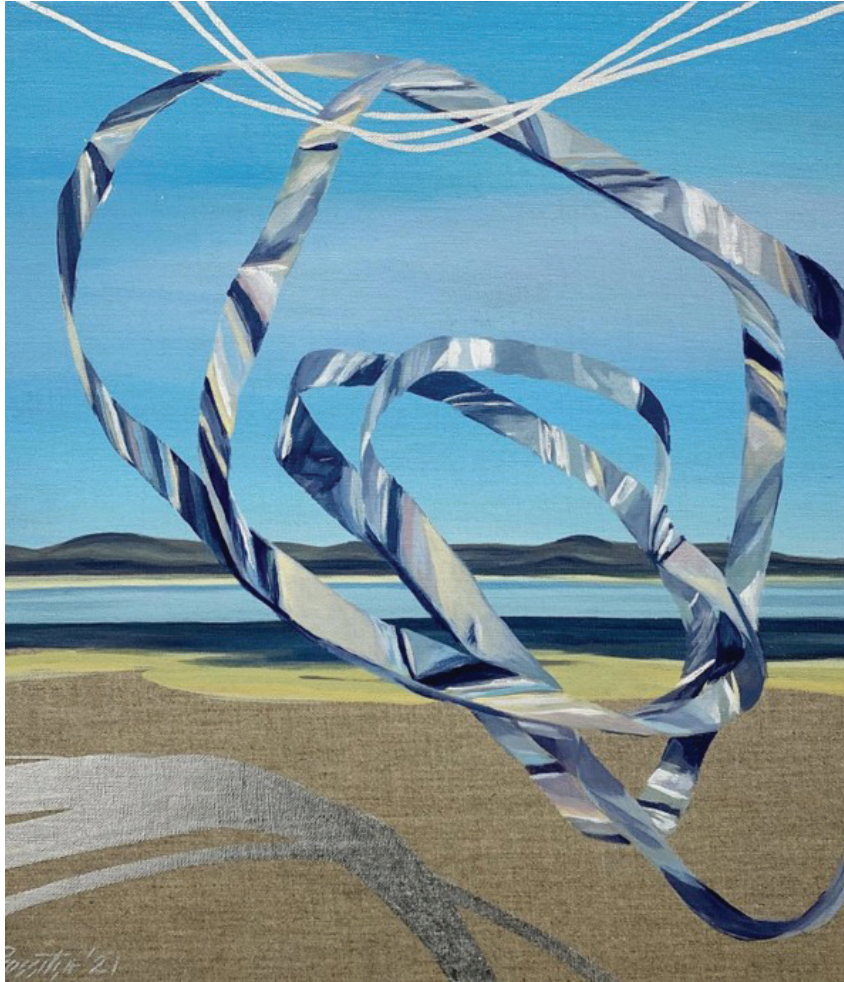
Among fiscal allocations for public artwork at RNO and RTS, there are two categories: Permanent Artwork and Temporary Artwork.

Permanent Artwork

Permanent artwork, such as commissions through a RFQ process, create a public art collection. Such artwork is intended to become airport assets, requiring on-going insurance, maintenance, storage, repair, conservation, documentation, and marketing. A permanent acquisition may take the form of a small unframed photograph or a monumental outdoor sculpture requiring the permanent site be researched and prepared in advance of its delivery and installation.

Temporary Artwork

Temporary artwork, such as loans, leases, and rentals, are methods of borrowing ready-made artwork to display, on rotation, on airport property with appreciable public visibility. Unless otherwise stated in the contract, the lender maintains title, ownership, copyright, and insurance of the artwork.



Donations of Artwork

The RTAA typically does not accept any gift of unsolicited artwork in any form for acquisition into the airport collection or display in public areas. It is the responsibility of the RTAA and the Committee to maintain uniformity in the level of opportunity, bar of excellence, and public expectation in creating a collection that represents documented public input and not personal tastes and/or commercial arrangements. Any exceptions shall be approved by the Public Affairs Officer, in consultation with the Trustee Liaison.

Visual Artists Rights Act of 1990

The RTAA acknowledges and respects the rights of artists in their work. The RTAA will work with artists to ensure that these rights are respected, consistent with its interest in airport operations and the administration of the art collection as a whole. Where appropriate, RTAA legal counsel will work with artists to arrive at mutually agreeable terms for acquisition, display, or performance.

6. Placement

The thoughtful placement of public art, whether permanent or temporary, indoor or outdoor, at RNO or RTS, is critical in creating audience participation, appreciation, and dialogue. The most successful installation of public artwork will be compatible in its design to its immediate surroundings and create a new environmental experience. This could be demonstrated in scale, material, site, or public interaction. In all cases, artwork locations for a growing collection should reflect a balanced and strategic effort to represent a diversity of sites that comprise and reflect the airport, its staff, its vendors, and its passengers. All decisions regarding placement must account for RTAA's overriding mission to provide safe, secure, and efficient airport operations.





Reno-Tahoe Airport Authority Property

To ensure that physical, environmental, social, and cultural factors of the public are considered, the following industry standard principles are recommended when RTAA staff selects sites for permanent and temporary artworks. These are most compatible with large-scale artworks but can be referenced and considered for smaller works, projects, and collaborations.

Accessibility/Visibility: Public art is 'public' in that it must be available for the community to view and engage with at a meaningful level. This may present challenges within the airport context.

Considerations may include:

- *Permission and support of property owner*
- *Convenient public access to the physical site considering building hours or parking*
- *Proper lighting, signage*
- *High visibility along vehicular and pedestrian corridors*
- *Audience considerations, such as photography and physical interaction*

Site Capacity: The physical qualities of the potential site must be conducive to public art installations and the ongoing maintenance or utility service of such work. Public safety is the first consideration in selecting sites for public artworks.

Considerations may include:

- *Permits required, municipal or aviation code*
- *ADA compliance*
- *Planning and development requirements; structural support for display*
- *Security of artwork against theft, weather*
- *Accessibility for cleaning, maintenance*
- *Traffic flow: vehicular and pedestrian*

Compatibility: Public artworks should enhance, rather than detract from, the public realm and any nearby artworks. Sites must be chosen with great consideration for the surrounding buildings and natural environments and their intended uses. Artwork should help anchor and activate the site and enhance the surroundings.

Considerations may include:

- *Historical, cultural, architectural, or social usage of site*
- *Other art in the vicinity, or in the collection*
- *Future site development plans*

depARTures Gallery

The depARTures Gallery at RNO provides a high-traffic environment for the display of loaned artwork to the RTAA in Connector Concourse C. This venue for temporary displays offers exhibition opportunities to arts and cultural organizations who seek to feature the artwork of local, regional, and state artists. Individual artist displays may be considered by the Public Affairs Officer, in consultation with the Trustee Liaison.

7. Selection

Reno-Tahoe Airport Authority Art Advisory Committee

Governance

The Committee serves as the primary advisory body to the Trustees for matters relating to arts and culture for the benefit of all residing in or visiting the Reno-Tahoe region.

The Committee was created to enrich the passenger experience through the provision of public art on airport property. Its primary role is to make recommendations to the Trustees regarding the selection, installation, and maintenance of public art, both temporary and permanent.

The Committee shall be engaged in the development, implementation, and revision of this Plan and will use this document as a reference for its decision-making.

The Committee will help steer future exhibitions in the airport's existing depARTures Gallery. Established in 2005, the Gallery was built to celebrate the cultural heritage and artistic development of the northern Nevada region, and to expand the artistic experience and enjoyment of RNO customers, tenants, and employees. With 14,000+ passengers arriving and departing the airport each day, the gallery is a highly visible exhibit venue.

The Committee agenda and meetings will be organized and led by the Culture Manager who will be responsible for the day-to-day management of the airport's public art program. Meeting will be held 4-6 times each year.

Membership and Terms

The Committee will initially be composed of up to 15 voting members representing public art organizations in Nevada. The Public Affairs Officer, in consultation with the Trustee Liaison, is responsible for the appointment of Committee members. It is expected that the Executive Director or one employee from each organization, as appointed by that organization's Executive Director or institution's department Chair, shall be nominated to serve on the Committee. The Trustee Liaison will give final approval on all Committee nominees.

The initial terms of Committee members shall be staggered. At the completion of each of those initial terms, the vacancy shall be filled by an appointment for a term of three years. No more than two terms may be served consecutively. Members are expected to attend meetings and events. Should a member not be able to commit the time, dismissal and/or replacement will be at the discretion of the Public Affairs Officer in consultation with the Trustee Liaison.



Original Committee Membership

Voting members for an initial term of three years

- Nevada Museum of Art
- Pioneer Center for the Performing Arts
- Stewart Indian School
- University of Nevada, Reno, School of Music

Voting members for an initial term of two years

- City of Reno
- City of Sparks
- Washoe County

Voting members for an initial term of one year

- Burning Man
- Holland Project
- Nevada Humanities
- Sierra Arts Foundation
- The Generator

Voting RTAA members

- RTAA Trustee Liaison as appointed by Chairman of the RTAA Board of Trustees
- RTAA Staff as appointed by the CEO

Non-Voting RTAA members

- RTAA Administrator, Community Relations and Cultural Engagement Manager
- RTAA Project Manager / Architect



Solicitation Processes

Proper administration of this Plan should balance budget, timeline, staff capacity, and committee responsibility with dedication to passenger experience and responsibility to public transparency. There are several processes for soliciting temporary and permanent public art opportunities.

Competition

Competitions usually take the form of juried exhibitions and/or performances and are typically free to enter. They allow for the broadest range of possibilities and can bring in new, otherwise unknown, and emerging artists. Requirements for entry should be sufficiently detailed to allow artists to determine whether their work is appropriate for consideration.

Invitation/Direct Selection

The Committee and Culture Manager may decide to generate a short list of artists, perhaps 3-5, to interview for a specific project. This method may be appropriate when looking for a small group of experienced artists, when there is a limited time frame or budget, or if the project requirements are so specialized that only a certain artist would be qualified. Typical cases could include an artist-made award, gift, or commercial arts service such as graphic design, photography, or videography. Artists should meet individually with the Committee and share images of past work, creative processes, as well as budget and timeline feasibility.

Requests for Proposals (RFP)

This is a publicly posted, formally solicited opportunity where accurate guidelines, parameters, measurements, and imagery of a site is provided to an artist, or artists, to create a site-specific proposal in situ for the Committee to select. RFPs require the artist to generate labor towards a specific opportunity and without promise of being awarded the opportunity.

Request for Qualifications (RFQ)

This is publicly posted, formally solicited process for art opportunities that does not immediately require a specific artist-made proposal to be submitted to the Committee. RFQs are used, in part, to choose artists based on their past portfolio achievements.

In RFQs, information of the project, including background and existing or planned imagery of the site is supplied, as well as any details of measurement, material, budget, and timeline. A letter of interest that addresses the goals of the project is requested from the artists, as well as a certain number of images from the artist's portfolio of pre-existing work. The Committee then envisions compatibility of the artist with the site, scoring each application. Based upon Committee scoring, discussion, and deliberation, a short list of artists or artist teams will be offered a monetary stipend to create a site-specific proposal. These selected finalists are given an opportunity to ask questions about the site and perhaps visit the site before they present their site-specific proposal to the Committee.



Scoring

All artist RFP and RFQ submissions received are reviewed and scored through clear criteria outlined in the solicitation. Committee members are not compensated and must have no conflict of interest throughout the selection process nor communication whatsoever with any applicant once the RFQ is publicly posted. The Committee's final recommendation will be made to the Trustees for consideration and possible approval. The Contracts Director, in consultation with the Public Affairs Officer and Trustee Liaison, will consider any appeal made by the Committee.

Contract

After final approval by the Trustees, the Contracts Director shall prepare a contract in consultation with the Culture Manager and legal counsel. Upon execution of the contract, the Culture Manager, in conjunction with the Project Manager, monitors the artist's work within the established budgets and timelines, inspects the project to certify progress, authorizes payments to the artists as scheduled in the contract, tracks expenses against art project allocations, and updates the Committee and Trustees.

8. Maintenance

The potential costs of maintenance must be accounted for when budgeting for activities and acquisitions under this Plan. Responsibility for maintenance may be negotiated and allocated as between the RTAA and third parties (such as artists, donors, and lenders) as circumstances require.

Documentation

Proper documentation of the public art collection creates value and safety for the artwork. Information to properly archive includes artist bio, contact info, medium, size, year of completion, budget, RFQ documents, presentations, contract, maintenance instructions, insurance value, and all related correspondence and media coverage. All works should be photographed. For large scale artworks, the Culture Manager shall contact the artist for recommendations on documentation.

Storage

Proper collection storage techniques include assuring safe access to the inventory and maintaining a proper, pest-free environmental climate of both temperature and humidity. As public art collections grow, so does the need for storage. Location of each artwork must be accurate at all times. Packing material and crates or any other components or replacement parts for display should be properly labeled and inventoried. If the artwork has specialized art installation instructions or hardware, this too must be organized.

Conservation

The RTAA has a role in caring for the artworks in its collection. Preservation of a collection includes enacting preventative measures to save tangible artworks from inherent decay, material decomposition, weathering, vandalism, damage, or theft, to present artwork in its original, artist-intended condition. Considerations include proper art handling, proper use and selection of materials for packing and crating, condition reporting, anti-theft hardware, anti-graffiti coating, UV glass coating, and general on-going non-specialized treatments such as dusting and cleaning. Artwork in high traffic areas of possible passenger or baggage contact must be stabilized and checked regularly for movement or damage.

Conservation of an art collection includes hands-on measures. The artist should provide guidance on conservation practices and work with the Committee and Culture Manager on methods to best preserve the art. Such methods often require consultation with a skilled professional as recommended by the artist. If damage does occur, the artist or a professional conservator should assess the piece and a report should be made to the airport insurance company.

Insurance

It is recommended all permanent artworks on RTAA property be fully insured while in the care of the RTAA. Insurance for temporary art will be provided by the lender in accordance with the RTAA's required limits.

9. De-Accession



It is the intent of the Plan to ensure the growth, development, and maturity of its collection. The Plan seeks to preserve the vision of the collection by ensuring that the intent of the artist, integrity of the artwork, and the interests of the public are in alignment. However, circumstances may warrant the deaccession or relocation of works in the collection by means of sale, trade, loan, donation, or demolition. Airports are uniquely dynamic architectural environments; the need for artwork to be moved or removed should be anticipated and planned for at the earliest stages. Contractual arrangements between the RTAA and the artists should include terms governing all aspects of maintenance, movement, and deaccessioning.

Deaccessioning an artwork removes it permanently from the RTAA collection, thereby removing it from RTAA property and relieving the RTAA from insuring it as an asset. Both permanent and portable artwork may be considered for deaccession.



Criteria

Conditions of deaccession or relocation of artwork may be considered for one or more of the following reasons:

- The RTAA's operational needs.
- In the case of site-specific artwork, significant changes in the use, character, or design of the site have occurred which affect the integrity of the artwork.
- The condition or security of the artwork can no longer be reasonably guaranteed.
- The artwork endangers public safety.
- The artwork has been damaged, or has deteriorated, and repair is impractical or unfeasible.
- The artwork requires excessive maintenance, or has faults in design or workmanship, and repair is impractical or unfeasible.
- Artwork is not, or is rarely, on display because of lack of a suitable site.
- The artwork has been determined to be significantly incompatible or inferior in the context of the entire collection.
- The RTAA wishes to replace the artwork.
- There has been sustained and overwhelming public objection to the artwork.
- Written request from the artist.

Methods

The Committee shall follow a deaccession review and determination process based upon professional judgment, and legal advice by the RTAA. The Committee may seek expert advice in this process as appropriate including but not limited to the artist, art conservators, curators, gallery and museum professionals, municipal and state arts administrators, and RTAA staff members.

All decisions and determinations of the Committee will take into consideration pre-existing contractual agreements between the artist, RTAA and all other parties. Committee deaccession recommendations will be made to the Trustee Liaison for consideration and possible approval.

In the following scenarios, the artist must be informed of the action taken:

Relocation or Loan of the Artwork

Relocation of an artwork changes its location status only; the artwork remains property of the RTAA. While both permanent and portable artwork may be considered for relocation, portable artworks are more adaptable to new environments. Relocations are intended to resolve a long-term, extended display of artwork and not address rotating, temporary exhibitions. If the work was designed for a specific site, relocation should typically be to a new site consistent with the artist's intention.

Sale or Trade of the Artwork

The artist will typically be given the first option to purchase or trade the artwork. The artwork must bear at least one written appraisal by a qualified independent dealer or appraiser. Proceeds from all sales of artwork shall be retained in an account as managed by the Culture Manager.

Donation of the Artwork

The work may be donated to a charitable organization or other public office or agency only. The receiving organization should pay for all associated costs of deinstallation, transportation, and installation.

Demolition of the Artwork

If relocation, loan, sale, trade, or donation of the artwork is not possible, the artwork will be destroyed. Demolition is appropriate if the artwork is deteriorated or damaged beyond repair or the permanent site of the location suffers changes in the use, character, or design of the site that inherently affect the integrity of the artwork.

10. Public Awareness

Website

An online web presence is a method of audience engagement to share information and promote a public art collection, programming, and management. A dedicated website or webpage for a public art program may also be considered and can serve as a centralized location for policy, procedures, history, information, updates, and contact information sought by the public.

Social Media

A social media presence is an active method of audience engagement to share information and promote news and events. Strategic social media planning will draw the public to a website for extended engagement and continues to be a platform for artists to see themselves within venues and to share that experience among their followers.

Signage

Uniformity in how a public art collection is communicated - both visually and in language - allows audiences to interpret and disperse those experiences with ease. This requires constant usage of a predetermined communications package that has a special creative emphasis on logos, trademarks, and taglines. Signage, whether a traditional wall label or a QR code, is a means to not only reach contemporary audiences, but in complimenting the excellence of artists in that collection. Efforts shall be made to create signage in languages other than English, when appropriate.

Events

Events, such as live performances, exhibition receptions, workshops, and lectures should also carry uniformity of excellence in its community outreach, engagement, and retention. While quantitative data can be collected from on-line efforts of public awareness, qualitative data itself such as storytelling has a ripple effect in building audiences and creating successful programming. Events can be 'free-standing' or created thoughtfully in support of RFQ unveilings.

11. Attachments



depARTures Gallery Artwork Installation
and Display Agreement

depARTures Gallery Artwork Loan Agreement

depARTures Gallery Brochure

RTAA Resolution No. 552

VARA Waiver



depARTures gallery Artwork Installation and Display Agreement

This depARTures gallery Artwork Installation and Display Agreement ("Agreement") is entered this day of , 202X ("Effective Date"), by the Reno-Tahoe Airport Authority ("RTAA"), a quasi-municipal corporation created under Chapter 474, Statutes of Nevada 1977, as amended, with its principal office at Reno-Tahoe International Airport, 2001 East Plumb Lane, Reno, Nevada 89502, and ("Artist").

Section 1 – Right to Enter and Use Conditions and Restrictions

- A. Artist may enter onto the property of the RTAA for the sole purpose of installing and thereafter maintaining a public art display ("Art Display") at the Reno-Tahoe International Airport ("RNO"), subject to the terms and conditions herein.
- B. Prior to installation of the Art Display, Artist shall provide the RTAA with an overview of the Art Display, to the RTAA's reasonable satisfaction, including a list and description of the proposed artwork to be installed.
- C. Artist shall install the Art Display only in the area specifically designated by the RTAA and as directed by the RTAA.
- D. Artist shall be solely responsible for meeting any security requirements associated with installing and maintaining the Art Display, including but not limited to, obtaining security badges through the RTAA's security department. The RTAA shall have no obligation to provide post-security escorts for Artist.
- E. Artist shall be solely responsible for all costs and liabilities related to or arising from the transportation of artwork and materials to and from RNO. Likewise, Artists shall be solely responsible for all costs and liabilities related to the installation and removal of the Art Display, except for any amount of reimbursement provided by the RTAA as specifically provided in Section 2 herein.
- F. Artist shall not install any artwork as part of the Art Display that:
 1. Depicts graphic violence or images of violence or gore;
 2. Is obscene as defined by Nevada Revised Statute (NRS) 201.235, or indecent, pornographic or otherwise sexually explicit;
 3. Promotes hatred, bigotry, violence or intolerance;
 4. Promotes illegal activities, including, but not limited to, unlawful discrimination;
 5. Is political in nature or contains political messages;
 6. Disparages or in any way reflects negatively on the character, integrity or standing of any specific individual, entity, group or organization; or
 7. Is illegal under applicable law, including without limitation, laws regulating copyrights, trademarks, and other forms of intellectual property.

- G. The RTAA may direct Artist to remove any piece of artwork from the Art Display for any reason whatsoever in the RTAA's sole and absolute discretion. Consistent with Paragraph D above, Artist shall be solely responsible for the cost associated with the RTAA's exercise of its discretion listed in this Paragraph.
- H. Artist shall ensure the Art Display as fabricated and installed will be free of defects in material and workmanship and will not constitute a hazard to the public while being installed or on display.
- I. Artist must provide the RTAA a complete and absolute waiver of Artist's rights set forth in the Visual Arts Rights Act of 1990, as amended, and as codified in Title 17 of the United States Code ("VARA") through execution of a waiver instrument of the RTAA's choosing. Alternatively, if a piece of artwork was not created by Artist, Artist must provide the RTAA with proof the creator of the piece of artwork has waived his or her rights under VARA or that VARA is not applicable to that piece of artwork.

Section 2 – Reimbursement

- A. The RTAA will reimburse Artist for Artist's reasonable costs associated with installing the Art Display in an amount not to exceed X and 00/100 Dollars (\$X,XXX.XX). The RTAA will only provide reimbursement upon receipt of invoices and other documents reasonably satisfactory to the RTAA evidencing Artists reasonable costs.

Section 3 –Term of Agreement; Display Period; Removal of Art Display

- A. Term of Agreement. The term of this Agreement shall commence upon the Effective Date and shall terminate upon [month] [day], [year].
- B. Display Period. The period during which the Art Display may be displayed at RNO ("Display Period") shall commence upon [month] [day], [year] and expire upon [month] [day], [year].
- C. RTAA's Discretion to Terminate. Notwithstanding the foregoing, the RTAA, may, in its sole and absolute discretion, terminate the Agreement and/or end the Display Period by providing forty-eight (48) hours advance written notice to Artist.
- D. Removal of Art Display. Upon the expiration or the earlier termination of the Display Period, Artist shall promptly remove the Art Display, leaving RTAA property clean and undamaged. If Artist fails or refuses to remove the Art Display within seventy-two (72) hours of the end of the Display Period RTAA may, without limiting any other rights or remedies it may have hereunder, but shall not be required to, uninstall and place the contents of the Art Display in storage and charge reasonable fees, storage fees and insurance costs until Artist causes the contents of the Art Display to be retrieved. In such case, RTAA shall have a lien against the contents of the Art Display for all such fees and costs. If after one year the contents of the Art Display has not been claimed by Artist, then and in consideration for maintenance and safeguarding, the Artist shall be deemed to have made the contents of the Art Display an unrestricted gift to the RTAA.

Section 4 – Insurance and Indemnification

- A. Prior to installation of the Art Display, Artist shall provide the RTAA with proof that Artist has obtained and will maintain the following policies of insurance:
 - i. Fine Arts policy in an amount equal to the value of the contents of the Art Display.
 - ii. A minimum limit of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence General Liability Insurance

The coverages must be obtained through an insurance carrier licensed to conduct insurance business in the State of Nevada with an AM rating of A X or better, satisfactory to the RTAA's President/CEO. The certificates of insurance shall name the RTAA, its Trustees, agents, officers, and employees as additional insured and waive all rights of subrogation in favor of same, as evidenced by separate endorsement. The policies shall be primary coverage for all claims and losses arising from Artist's activities under this Agreement.

- B. Artist agrees and acknowledges that the RTAA will not insure the contents of the Art Display, shall have no obligation to insure the contents of the Art Display, and Artist is solely responsible for insuring the contents of the Art Display against damage, impairment, destruction or loss during the installation, Display Period and removal process in an amount sufficient to repair or replace the contents of the Art Display.
- C. In consideration of the legal requirements concerning the issuance of permits and agreements by the RTAA which are necessary to establish facilities and operations at the Airport and to provide public displays of art, Artist hereby releases and forever discharges the RTAA, its agents, representatives, employees, officers and trustees ("RTAA Parties"), from and against any and all claims, demands and actions whatsoever which Artist or Artist's representatives may have or may hereafter have specifically arising in any way out of the installation, display, and/or removal of the Art Display at RNO and/or exercise by Artist of the rights afforded by this Agreement (excluding only claims, demands, and actions arising from any intentional misconduct or gross negligence by any of the RTAA Parties). This is a complete and final release and shall be binding upon Artist and Artist's representatives and covers claims arising out of or connected with Artist's presence and/or the work performed by or under Artist upon RTAA property.
- D. Artist agrees to leave RTAA property in substantially the same condition, to repair any damage to RTAA property resulting from Artist's activities hereunder, and to indemnify, defend and hold the RTAA harmless from any loss, cost, damage, expense, claim or demand (including, without limitation, the RTAA's reasonable attorney fees and defense costs) resulting from any acts or omissions of Artist and Artist's employees, agents, contractors, or subcontractors conducting any activities or performing any services on RTAA property, and any claims for personal injury, property damage, or other loss or damage of any kind, resulting from or in any way related to such entry onto RTAA property, except as to claims that result from (i) the gross negligence or intentional misconduct of the RTAA or the RTAA's employees or agents, or (ii) the discovery of pre-existing conditions on RTAA property to the extent not exacerbated by the negligence or misconduct of Artist.
- E. The foregoing release and indemnification obligations of Artist shall survive the termination of this Agreement.
- F. Artist authorizes the RTAA to photograph, reproduce, and publish the Art Display in any medium for archival, educational, and publicity purposes.

Section 5 – Miscellaneous Provisions

- A. By the granting of this Agreement by the Authority, there is no implication that a similar Agreement will be granted in the future to the Artist or any other organization.
- B. Artist may not assign this Agreement.
- C. For all the purposes of this Agreement, Artist is and shall be deemed to be, with respect to the Authority, an independent contractor. It is mutually agreed and understood that nothing contained in this Agreement shall be deemed or construed to constitute a partnership or joint venture between the parties to this Agreement.

- D. This Agreement, its interpretation and performance, the relationship between the parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of Nevada, without regard to principles of conflict of laws.
- E. The parties each hereby irrevocably agree that any legal action or other proceeding relating to this Agreement which may be brought by one party against the other party in a court of law shall be commenced and prosecuted in the Second Judicial District in the State of Nevada in and for the County of Washoe, and each party further irrevocably consents to the jurisdiction of such courts, which shall be the exclusive and only proper forum for adjudicating such a claim.

WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ARTIST:

[X]

By: _____

Name: _____
(Please Print)

Title: _____
(Please Print)

Date _____

RTAA:

RENO-TAHOE AIRPORT AUTHORITY

By: _____

Name: _____

Title: _____

Date _____



depARTures gallery Artwork Loan Agreement

This depARTures gallery Artwork Loan Agreement ("Agreement") is entered this ____ day of ____, 202X ("Effective Date"), by the Reno-Tahoe Airport Authority ("RTAA"), a quasi-municipal corporation created under Chapter 474, Statutes of Nevada 1977, as amended, with its principal office at Reno-Tahoe International Airport, 2001 East Plumb Lane, Reno, Nevada 89502, and ____ ("Lender").

The term "Artwork" means collectively all of the pieces of art listed and described below in Section 1. The term "Artist" means the creator of each individual piece of art listed and described below in Section 1.

Section 1 – List of Loaned Artwork

Lender agrees to loan the RTAA the Artwork identified in Exhibit A, attached hereto and incorporated by reference herein.

Section 2 – Lender Information

Lender information: (please print clearly)

Name _____

Address _____

City _____ State _____ Zip _____

Cell phone _____

E-mail address _____

May Security Hardware be attached? ____ Yes ____ No

Section 3 – Term of Loan and Term of Agreement

- A. Term of Agreement. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the expiration of the term of the loan, described in Paragraph B below. Notwithstanding the foregoing, the provisions related to indemnification listed herein shall survive the termination of this Agreement.
- B. Term of Loan. The term of loan shall commence upon the drop off date listed in Exhibit A and expire upon the pickup date listed in Exhibit A. Upon expiration of the term of the loan, the Lender must immediately pick up the Artwork from the RTAA.

- C. RTAA's Discretion to Terminate. Notwithstanding the foregoing, the RTAA, may, in its sole and absolute discretion, terminate either the term of the Agreement or the term of the Loan by providing twenty-four (24) hours advance written notice to Lender.

Section 4 – Use of Artwork

The Artwork will be exhibited at the Reno-Tahoe International Airport ("RNO"), located at 2001 E. Plumb Lane Reno, NV 89502. The Artwork will be exhibited in a manner and location chosen by the RTAA, in the RTAA's sole and absolute discretion.

Section 5 – Lender Covenants and Restrictions

A. Artwork Standards

1. The Lender represents and warrants to the RTAA that the Artwork: a) is solely the result of artistic effort of the Artist and b) is unique and original and does not infringe upon any copyright, patent right, or other intangible right of any other person or entity, and c) contains no libelous or otherwise unlawful material.
2. The Lender represents and warrants to the RTAA that the Artwork as fabricated and installed will be free of defects in material and workmanship and will not constitute a hazard to the public while being installed or on display.
3. The Lender represents and warrants to the RTAA that each Artist has waived his or her rights under rights set forth in the Visual Arts Rights Act of 1990, as amended, and as codified in Title 17 of the United States Code ("VARA") through execution of an appropriate waiver instrument and that Lender has provided copies of the same to the RTAA, or alternatively, the Lender represents and warrants to the RTAA that the provisions of VARA are not applicable to that Artist.

B. Transportation and Packing

1. The Lender will assure that the Artwork is adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. The RTAA will return Artwork packed in the same or similar materials as received unless otherwise authorized by the Lender.

C. Insurance and Indemnification

1. Prior to delivery of the Artwork to the RTAA, Lender shall provide the RTAA with proof that Lender has obtained and will maintain the following policies of insurance:
 - i. Fine Arts policy in an amount equal to the value of the Artwork
 - ii. A minimum limit of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence General Liability Insurance

The coverages must be obtained through an insurance carrier licensed to conduct insurance business in the State of Nevada with an AM rating of A X or better, satisfactory to the RTAA's President/CEO. The certificates of insurance shall name the RTAA, its Trustees, agents, officers and employees as additional insured and waive all rights of subrogation in favor of same, as evidenced by separate endorsement. The policies shall be primary coverage for all claims and losses arising from Lender's loan of the Artwork to the RTAA.

2. Lender agrees and acknowledges that the RTAA will not insure the Artwork, shall have no obligation to insure the Artwork, and Lender is solely responsible for insuring the Artwork

against damage, impairment, destruction or loss during the installation and removal process in an amount sufficient to repair or replace the Artwork.

3. In consideration of the legal requirements concerning the issuance of permits and agreements by the RTAA which are necessary to establish facilities and operations at the Airport and to provide public displays of art, Lender hereby releases and forever discharges the RTAA, its agents, representatives, employees, officers and trustees ("RTAA Parties"), from and against any and all claims, demands and actions whatsoever which Lender or Lender's representatives may have or may hereafter have specifically arising in any way out of the display of the Artwork at RNO or exercise by Lender of the rights afforded by this Agreement (excluding only claims, demands, and actions arising from any intentional misconduct or gross negligence by any of the RTAA Parties). This is a complete and final release and shall be binding upon Lender and Lender's representatives and covers claims arising out of or connected with the RTAA's receipt of the Artwork, the display of the Artwork at RNO and Lender's presence and/or the work performed by or under Lender upon RTAA property. The foregoing release and indemnification obligation of Lender shall survive the termination of this Agreement.

D. Photography and Reproduction

1. Lender authorizes the RTAA to photograph, reproduce, and publish the Artwork in any medium for archival, educational, and publicity purposes.

E. Return of Artwork upon Expiration or Termination of Term of Loan

1. Artwork will be returned only to the Lender or an authorized representative.
2. If Lender does not pick up the Artwork within five (5) days of the expiration or earlier termination of the term of the loan, RTAA will store the Artwork at Lender's risk and expense for a maximum of one year. If after one year the Artwork has not been claimed by Lender, then and in consideration for maintenance and safeguarding, the Lender shall be deemed to have made the Artwork an unrestricted gift to the RTAA.

Section 6 – Miscellaneous Provisions

- A. By the granting of this Agreement by the Authority, there is no implication that a similar Agreement will be granted in the future to the Lender or any other organization.
- B. Lender may not assign this Agreement.
- C. For all the purposes of this Agreement, Lender is and shall be deemed to be, with respect to the Authority, an independent contractor. It is mutually agreed and understood that nothing contained in this Agreement shall be deemed or construed to constitute a partnership or joint venture between the parties to this Agreement.
- D. This Agreement, its interpretation and performance, the relationship between the parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of Nevada, without regard to principles of conflict of laws.
- E. The parties each hereby irrevocably agree that any legal action or other proceeding relating to this Agreement which may be brought by one party against the other party in a court of law shall be commenced and prosecuted in the Second Judicial District in the State of Nevada in and for the County of Washoe, and each party further irrevocably consents to the jurisdiction of such courts, which shall be the exclusive and only proper forum for adjudicating such a claim.

WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

LENDER:

[X]

By: _____

Name: _____
(Please Print)

Title: _____
(Please Print)

Date _____

RTAA:

RENO-TAHOE AIRPORT AUTHORITY

By: _____

Name: _____

Title: _____

Date _____

Exhibit A – List of Loan Artwork

Lender: _____

Title	Description (include medium, materials, size, framing, etc.)	Value
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		
11. _____		
12. _____		
13. _____		
14. _____		
15. _____		
16. _____		

Drop off dates: _____

Pickup dates: _____



**Reno-Tahoe
Airport Authority**

depARTures gallery Artwork Loan Return Receipt

List of Loaned Artwork

Title	Description (include medium, materials, size, framing, etc.)
1. _____	
2. _____	
3. _____	
4. _____	
5. _____	
6. _____	
7. _____	
8. _____	
9. _____	

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

Returned to Lender on _____

By way of Lender's signature below, Lender acknowledges that all Artwork listed above has been returned to Lender in good condition.

LENDER:

[X]

By: _____

Name: _____

(Please Print)

Date _____

RTAA:

RENO-TAHOE AIRPORT AUTHORITY

By: _____

Name: _____

Date _____

Commitment to Public Art

Adopted in 2004 by the Reno-Tahoe Airport Authority Board of Trustees, an Airport Art Plan set into motion a means to celebrate the region’s cultural heritage and offer an artistic experience to passengers, tenants, and employees. So, the Connector Collections Gallery was established in 2005 as an excellent rotating exhibit venue with high visibility due to its 24/7 viewing schedule.

In 2021, the RTAA Board of Trustees continued their commitment to art by allocating a minimum of 1% of design and construction costs for capital improvement projects in public spaces from RTAA funds to art in the airport. This initiative, timed perfectly with the MoreRNO expansion program, is guided in partnership with local and regional community art organizations to utilize their expertise in recruitment, selection, acquisition, installation, maintenance and conservation of public art at RNO.



Public Art Master Plan - depARTures Gallery Brochure

For More Information:



Phone
775-328-6400



Address
2001 E. Plumb Ln
Reno, NV 89502



Website
www.renoairport.com/arts



Social Media
[@renoairport](https://twitter.com/renoairport)



**depARTures
Gallery**

Reno-Tahoe International Airport

Arts in the Airport

The Reno-Tahoe Airport Authority recognizes the importance of art and cultural expression. As Reno-Tahoe International and Reno-Stead Airports continue to grow and develop, so is the opportunity to nourish a dynamic, robust art program that creates memorable experiences for millions of passengers and guests each year.

Art programming at Reno-Tahoe International Airport, which currently features permanent public works, temporary exhibitions, and musical performances, highlights the RTAA's role as a respected arts partner and regional resource. We strive to engage passengers, enrich the travel experience, and reflect the region's vibrant culture through all art forms, with the core values of equity, diversity, and inclusion always at the forefront.

depARTures Gallery

In 2013, the Connector Collections Gallery transitioned to the depARTures Gallery, located post-security, on the second level of the main terminal in the C-Concourse. It features quarterly rotating exhibitions of all art forms from local and regional organizations and artist collectives.

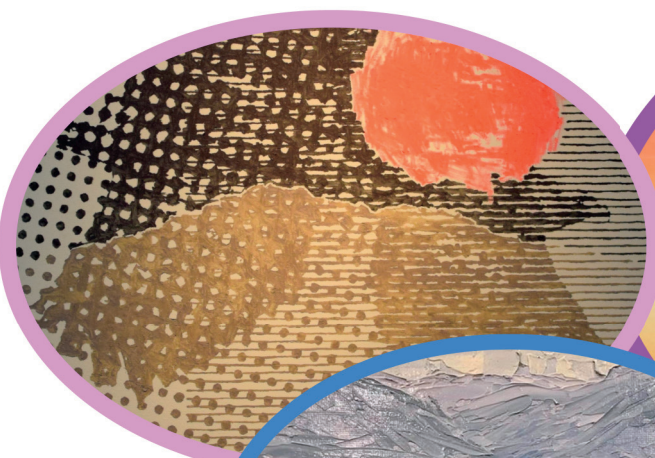
The Gallery also features an annual Employee Art Show, sponsored by the National Arts Program, and a Burning Man-themed exhibit that aligns with the popular annual event.

Criteria

The Gallery showcases recognized art organizations, rather than individual artists, to provide a diverse and inclusive exhibit space. Eligible exhibits must always be in good taste, appropriate for a public and family audience, and recognize the operating characteristics of the airport. Artwork may not be in the form of advertising or be placed "For Sale" in the gallery.

The Airport Authority requires exhibitors to provide a signed contract, proof of insurance, and an art inventory for approval at least 45 days prior to installation. Collaborators are also asked to complete a badging process allowing easier access post-security during install and strike.

The Gallery uses a rail system for hanging art, horizontal (3) and vertical (4) display cases for 3D objects, and easels. Exhibitors are asked to provide title cards, exhibition posters or vinyl, and any other complementary ephemera to feature in the space. The RTAA will reimburse a portion of costs incurred by exhibit design.



RESOLUTION NO. 552
A RESOLUTION ESTABLISHING AN ARTS POLICY FOR THE RENO-TAHOE
AIRPORT AUTHORITY

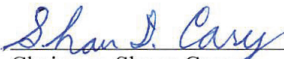
WHEREAS, the Reno-Tahoe Airport Authority (RTAA) desires to establish an arts policy that recognizes the importance of art and cultural expression in making the all-important first and last impression on travelers coming and going from our region; and

NOW, THEREFORE, BE IT RESOLVED that the RTAA Board of Trustees establish the following art policy for Reno-Tahoe International Airport and Reno-Stead Airport:


- I. The RTAA will provide a strong presence of visual and performance art that is integrated into the architecture, interior, grounds and travel experience at Reno-Tahoe International and Reno-Stead Airports.
- II. This art policy will promote artwork and performances that reflect high standards and artistic excellence and that are suitable for a family audience.
- III. At a minimum of one percent of design and construction costs for capital improvement projects in public spaces from RTAA funds will be allocated for public art at the RTAA.
- IV. Public arts projects in public airport spaces will be completed in partnership with a local and regional community arts organization to utilize their expertise in the recruitment, selection, acquisition, installation and maintenance of the art.
- V. Art at the RTAA will engage passengers and reflect the culture of the region while celebrating the diversity and environment in our spectacular catchment area.
- VI. The guiding principle of this arts policy and program is to celebrate diversity and inclusion through all forms of art.

On Motion by Trustee Sferrazza, second Trustee Cunningham, the foregoing Resolution was passed and adopted this 9th day of September, 2021, by the following vote of the Board, to take effect on 9/9/21.

Ayes Unanimous
Nays 0
Abstain 0 Absent 0


Chairman Shaun Carey

ATTEST:


Secretary Richard Jay

WAIVER OF RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

_____, ("Artist") has designed a work of visual art specifically described as:

Type:

Medium:

Title, Date:

Dimensions:

Address/Location (if applicable):

(the "Work").

In connection with the Work created by Artist, Artist recognizes the existence of moral rights of artists set forth in the Visual Arts Rights Act of 1990, as amended, and as codified in Title 17 of the United States Code ("VARA"). **TO THE EXTENT THE WORK IS PROTECTED BY VARA AND ARTIST IS ENTITLED TO PROTECTION THEREUNDER, THE ARTIST EXPRESSLY WAIVES ANY AND ALL RIGHTS ARISING UNDER VARA, AND ANY RIGHTS ARISING UNDER FEDERAL OR STATE LAW OR UNDER THE LAWS OF ANY OTHER COUNTRY THAT CONVEYS RIGHTS THE SAME NATURE AS THOSE CONVEYED UNDER VARA OR ANY OTHER TYPE OF MORAL RIGHT WITH RESPECT TO THE WORK FOR ANY AND ALL USES IN WHICH EITHER THE ATTRIBUTION OR THE INTEGRITY RIGHT MAY BE IMPLICATED INCLUDING, WITHOUT LIMITATION, THE REMOVAL, RELOCATION, DESTRUCTION, DISTORTION, MUTILATION OR OTHER MODIFICATION OF ALL OR ANY PORTION OF THE WORK AS DEEMED NECESSARY BY THE RENO TAHOE AIRPORT AUTHORITY ("RTAA"). THE ARTIST EXPRESSLY RECOGNIZES AND ACKNOWLEDGES THAT THE NATURE OF THE WORK MAY SUBJECT THE WORK TO DESTRUCTION, DISTORTION, MUTILATION AND OTHER MODIFICATION BY REASONS OF REMOVAL OR RELOCATION OF ALL OR ANY PORTION OF THE WORK.**

Artist has no outstanding claims and knows of no outstanding claims against the Work. Artist grants to the RTAA an irrevocable license to graphically reproduce (through photography, the internet or otherwise) the image of the Work.

RTAA has the **absolute right to donate**, change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in RTAA's sole discretion.

RTAA has no obligation to pursue claims against third parties for modifications or damage to the Work done without RTAA's authorization. However, RTAA may pursue claims

against third parties for modification or damage or to restore the Work if the Work has been modified without RTAA's authorization. In the event that RTAA pursues such a claim, it shall notify the Artist, and Artist shall cooperate with RTAA's efforts to prosecute such claims.

Artist bears the sole responsibility for providing RTAA with any changes to Artist's address for notice. Any required notices shall be mailed to the addresses listed below.

[INSERT RTAA]

ARTIST

ARTIST understand the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Work.

Artist: _____

Address: _____

Email: _____

Phone: _____

SIGNATURE: _____

Date: ____/____/____