

REQUEST FOR PROPOSALS FOR FENCE LINE PUBLIC ART AT BROOKLYN NAVY YARD

Release Date: November 13, 2024

Submission Deadline: December 15, 2024

Project: 2025 Public Art RFP (Open Call)

Address: Fence line along Flushing Avenue in front of Building 3 and the forecourt of Building 92 (on Flushing Avenue between Vanderbilt Avenue and Carlton Avenue)

A. EXECUTIVE SUMMARY

The Brooklyn Navy Yard Development Corporation (“BNYDC”) seeks proposals for a new fence line public art installation (“Proposals”) from Creatives living in the borough of Brooklyn (“Creatives”). BNYDC will make a single selection for artwork that extends across the fence line in front of Building 3 that may extend onto the fence in front of B92 or into the forecourt of B92. This fence line runs along the north side of Flushing Avenue between Clermont Avenue and Carlton Avenue. Most of the installation will cover the fence line in front of Building 3. The Building 92 forecourt portion can be either an extension of the Building 3 fence line work or a separate freestanding installation that visually and thematically carries the design over to that public space.

Proposals should respond to the theme of **Our Brooklyn**. Central to its mission, the Brooklyn Navy Yard drives economic impact for New York City by providing space for businesses to grow and create well-paying jobs. By creating job opportunities for the local community, families can build economic capital, leading to community growth. With over 37% of Brooklyn’s population being born abroad, diverse ideas and skills converge at the Yard alongside different cultures and traditions. Creatives should submit proposals that show how economic growth impacts social and cultural elements of a community while also celebrating the diversity of innovators and workers at the Yard and in Brooklyn. Emphasis should be placed on ways that communities come together through work, social, and cultural life. Artworks should celebrate cultural diversity and the richness that develops through communities coming together in dialogue and conversation.

For this RFP, the Yard is NOT interested in historically-focused narratives, but those with a contemporary focus. The Yard has a proud legacy of art and industry, as well as being a campus that has supported innovation and invention for centuries. As such, Creatives should think thoughtfully about including the Yard’s history and legacy in their work, but submit proposals that adhere to the theme of **Our Brooklyn** as it relates to Brooklyn today.

This RFP contains the following:

- A. Executive Summary
- B. Eligibility
- C. Pertinent Dates
- D. BNYDC Background
- E. Project Background
- F. Design Scope of Work
- G. Installation and Deinstallation Scope of Work
- H. Specifications on Installation Area
- I. Budget, Payments, and Insurance Requirements
- J. Project Timeline
- K. Proposal Submission Requirements
- L. Proposal Administration
- M. Selection Criteria and Process
- N. Additional Requirements
- O. Miscellaneous Conditions
- P. Exhibits
 - a. Map of Fence Line Installation Area
 - b. Building 3 Fence Line Photo Reference
 - c. Building 92 Fence Line and Forecourt Photo Reference
 - d. Budget Template
 - e. Doing Business Data Form
 - f. M/WBE Vendor Form
 - g. W-9
 - h. Form of Contract

B. ELIGIBILITY

Open to local Creatives who:

1. Work for a business at the Brooklyn Navy Yard. This includes anyone that works at the Yard at any of its 550+ businesses as a full-time or part-time employee (including business owners). This does NOT include Creatives who work at the Yard as consultants or as temporary workers. Employment must be current (no past employees; current is defined as working for a Yard-based business as of January 1, 2025).

OR

2. Live in the New York City borough of Brooklyn. This does NOT include former residents. Creatives must currently live in a Brooklyn zip code at the time of submission (December 15, 2024). If you are submitting a proposal as a group, all members must live in a Brooklyn zip code.

Individual Creatives or artist collectives are invited to submit proposals as long as they fulfill at least one of the eligibility requirements above. Only one proposal per individual or group will be accepted. If you submit one proposal as an individual, you may also submit one proposal as a group or collective.

Note, all Creatives must have legal status to work in the United States. Creatives cannot be current employees of BNYDC or a city agency to avoid any conflicts of interests.

C. PERTINENT DATES

1. All questions are due no later than 11:59 p.m. on December 2, 2024. All questions must be submitted via [this link](#).
2. Optional information sessions will be held on December 3, 2024 at 11:00 a.m. (Zoom) or 3:00 p.m. (on-site in the lobby of Building 77, located at 141 Flushing Avenue, Brooklyn, NY 11205). You must RSVP no later than 11:59 p.m. on December 2, 2024. RSVP [here](#).
3. BNYDC shall provide answers to all questions no later than 11:59 p.m. on December 6, 2024: Answers to questions will be posted as an addendum to this RFP on the Exhibitions + Installations page of the BNYDC website [here](#).
4. **All submissions are due no later than 11:59 p.m. on December 15, 2024.**
5. BNYDC anticipates reviewing the submissions (BNYDC staff with selection committee) between December 16, 2024—January 15, 2025.
6. BNYDC anticipates notifying Creatives if they have been selected as a finalist by or about Friday, January 17, 2025.
7. BNYDC anticipates conducting interviews of finalist between January 21 – 28, 2025.
8. BNYDC anticipates awarding a Contract between January 31—February 14, 2025.
9. Artwork will be installed the first two weeks of May 2025 (must be installed by Thursday, May 15, 2025, 5:00 p.m.).
10. Between June 1 – November 1, 2025: Participation in three programs, including the opening reception for the public art installation on May 17, 2025. Additional two programs will be scheduled with BNYDC staff.
11. Artwork must be deinstalled the second week of November 2025 (no later than Friday, November 14, 2025, 5:00 p.m.)

D. BNYDC BACKGROUND

BNYDC is a non-for-profit corporation that serves as the real estate developer and property manager of the Brooklyn Navy Yard (the “Yard”) on behalf of its owner, the City of New York (the “City”). The 300-acre industrial park on the Brooklyn waterfront is home to over 550 businesses employing more than 13,000 people and generates more than \$2.5 billion per year in economic impact for New York City. BNYDC’s mission is to fuel New York City’s economic vitality by creating and preserving quality jobs, growing the City’s modern industrial sector and its businesses, and connecting the local community with the economic opportunity and resources of the Yard.

This project is being managed by BNYDC's Public Engagement Department. The department celebrates the convergence of culture, community, and industry and oversees a portfolio of initiatives that connect the public to the organization and make the site more welcoming and inviting. This work is rooted in curating events, programs, and exhibitions that educate, inspire, and create opportunities for the public to visit our campus and have access to our history, assets, and resources. Projects champion the Yard's mission and legacy while fostering a pipeline of engagement for the public to become increasingly invested in our work.

E. PROJECT BACKGROUND

i. PROJECT DESCRIPTION

This fence line area is along an active avenue and is highly visible to the many pedestrians, bikers, and motorists passing by. Both Buildings 92 and 77, located at either end of the fence line area in front of Building 3, provide entry points to an otherwise closed-off campus. Creatives should create an installation according to the theme of **Our Brooklyn** that will engage the community in not only viewing the artwork but also attending programming around the artwork.

ii. PROJECT BACKGROUND

In 2023, the Yard launched its first-ever public art open call to Brooklyn Navy Yard-based Creatives and creatives living in the neighborhoods surrounding the campus. Two different opportunities to activate the forecourts of Building 77 and 92 were offered. This year, BNYDC is expanding its area of eligibility to all of Brooklyn. The site for the installation is focused on the fence line along Flushing Avenue (in front of Building 3) as a point of immediate visibility for those passing by. A means to keep people out, the fence line creates a hard, stark, and uninviting divide between our campus and our surrounding neighbors. The aim for installing public art at this location is to amplify the "fence canvas" for storytelling while drawing attention to two areas of the Yard where the public can access the site.

iii. LOCATION

The fence line in front of Building 3 runs on the north side of Flushing Avenue from Clermont Avenue down to halfway between the blocks of Adelphi Street and Carlton Avenue. The fence is made of metal rods that run vertically creating an undulating effect. The fence is set inside a cement base adjacent to a sidewalk and the Brooklyn Greenway (bike path).

On either side of Building 3 are two public entry points: to the east, Building 77 has a ground floor market (Market @ 77) through which there is public access to the NYC Ferry. To the west, Building 92 is the Yard's visitor center with a historic exhibition, retail space (opening June 2025), and Employment Center.

To learn more about Market @ 77, visit BNYDC's website here:
<https://www.brooklynnavyyard.org/marketat77/>.

To learn more about the historic exhibition, *Brooklyn Navy Yard: Past, Present and Future* at Building 92, visit BNYDC's website here: <https://www.brooklynnavyyard.org/exhibits/>. The free exhibition is open Wednesday – Sunday, 11:00 a.m. - 5:00 p.m.

F. DESIGN SCOPE OF WORK

i. ALIGNMENT WITH THEME

Creatives are encouraged to explore the theme of **Our Brooklyn** both conceptually and through materials that can be modified, changed, adapted, and reused as they relate to the theme of **Our Brooklyn**. Along with the installation of the artwork, BNYDC will work with Creatives to print introductory signage for the installation. This signage will explain the public art initiative as well as give an overview of the work on view. It is important that all proposals speak to the theme of this RFP as other exhibitions and programs will also be tied to the theme in 2025.

ii. APPROPRIATENESS OF MATERIALS

All materials – from the artwork itself to installation materials – must be appropriate for the outdoors and not cause permanent damage to surrounding architecture and infrastructure. Materials must be able to withstand all types of weather, such as heat from direct sunlight, heavy rain, and high-speed winds. Because the Yard is along the waterfront, the site is especially windy, particularly in the fall and winter (the final months of installation). Artwork must be attached securely to the fence line in front of Building 3. For the elements included near Building 92, the artwork must be attached securely to the fence, and/or be attached securely to other fixed points in the building's forecourt, which include internal fences, trees, and seating areas. Before installation, the selected Creatives will have to submit a detailed installation plan that includes schematic drawings for review by BNYDC staff architects and designers. Please see the full project timeline in [Section J](#).

Creatives should be mindful that throughout the duration of the installation they will be required to check-in on their installation to ensure all materials are maintaining a professional appearance and to ensure materials remain properly affixed. BNYDC reserves the right to do an official walk-thru with Creative to inspect artwork halfway through the installation process in July or August 2025. If installation methods are not in keeping with the details outlined in this proposal, the Yard will require Creatives to return to the site to repair or reinstall their artwork at their own expense.

As the installation will run along Flushing Avenue, a busy thoroughfare, it may NOT include any aggressive lighting, reflectors, or any other materials that would impede traffic. Installation must also not be dangerous to anyone passing via car, bike, or on foot such as signs that say "stop" or

“go,” which will confuse moving traffic and cause accidents. No installation may include the use of lighting or electrical work.

Creatives should understand that the installation is not intended to be a long-term or permanent installation, and to the contrary, is only intended to exist at the Yard for the duration of the Contract between BNYDC and the selected Creative. The artwork will accordingly need to be designed in such a manner as to be removable from the Yard at the time of deinstallation, *i.e.*, the artwork may not, as a result of any inherent quality of its materials, fabrication, construction, or installation, be incorporated into nor made part of any building, similar structure, surface or fixture of or at the Yard.

In no event shall the artwork installed as part of this public art project be used to depict any lewd, offensive, obscene, derogatory, discriminatory, or political images or messages. In the event that after installation is complete, the artwork is changed or modified to depict any lewd, offensive, obscene, derogatory, discriminatory or political image or message, BNYDC shall reserve the right to require that Creatives deinstall the artwork immediately.

iii. WEIGHT CONSIDERATIONS

Proposals should outline material weight estimates. Materials draping, woven, or otherwise affixed to the fence line should not exceed 25 pounds per 6' x 6' surface area. Materials that exceed 25 pounds per 6' x 6' surface area will be considered only if the installation methods and techniques are outlined in detail and underscore the artwork will be securely attached. Here, Creatives should aim to not exceed 40 pounds per 6' x 6' surface area to respect the integrity of the fence's strength. For installations that include the use of Building 92's forecourt, Creatives should consider where they will affix their work – trees, benches, etc. - and use materials that are appropriate for those objects (e.g. a tree branch cannot hold something that is 200 pounds).

All illegal materials – both in the construction of the work or in its installation or deinstallation – are not permitted. Creatives must follow all laws pertaining to the use of materials in a public space and follow all laws and safety requirements at installation and deinstallation. All materials used will be subject to the approval of BNYDC.

iv. OBSTRUCTIONS AND OTHER CONSIDERATIONS

No artwork may obstruct any sidewalks or egress. Artwork may also not cover exit and wayfinding signage.

Material installations on the fence line must not cover more than 66% (2/3) of the fence. This is to ensure there is some visibility into the Yard from the street to ensure the thruway stays safe and doesn't encourage dangerous behavior.

Material installations on the fence line may cover, drape, and be woven into the metal fence; however, material cannot protrude more than 8" on either side of the fence. Additionally, Creatives can cover the tops of the fence; however, materials should not extend more than 2'

above the fence line with Creatives clearly outlining how materials will be reinforced to prevent breakage or damage.

Work will be installed in public areas. BNYDC is not responsible for security or damage to the work caused by natural phenomena or vandalism.

G. INSTALLATION AND DEINSTALLATION SCOPE OF WORK

The selected Creatives will be responsible for the full installation and deinstallation of their work. They must provide all materials needed for installation and deinstallation from paintbrushes to hooks to levels and pencils. The Yard will provide a place on site to store materials overnight and while work is in progress; however, the Yard cannot provide any labor, tools, or equipment.

i. INSTALLATION

The selected Creatives will be given a window of up to ten (10) calendar days to install their work. For projects that require more installation time, please clearly outline that in proposals. Installation must be completed by Thursday, May 15, 2025, 5:00 p.m.

The Yard will provide indoor space for Creatives that need to do light preparation of their materials before installation. These spaces are not studio spaces but instead meeting and classroom spaces that are not intended for heavy fabrication. Appropriate usage includes such activities as sewing sections of fabric together (BNYDC does not have a sewing machine, but Creatives can bring one), laying out different materials and organizing them for installation, doing minor touch ups to painted surfaces (no spray paint, no paints that require ventilation), etc. These spaces may be available during the ten (10) day installation window, but Creatives may request an additional seven (7) days before the installation window deadline.

ii. DEINSTALLATION

While the artwork is on view, it will be loaned to BNYDC. At the end of the installation period, Creatives are required to completely remove their artwork. BNYDC will not retain the work in its collection or store the work. Creatives will be given a window of up to five (5) days to deinstall their work. For projects that require more deinstallation time, please clearly outline that in proposals. Deinstallation must be completed by Sunday, November 16, 2025, 5:00 p.m.

H. SPECIFICATIONS ON INSTALLATION AREA

i. BUILDING 3

The proposed artwork will be primarily located along the fence line in front of Building 3, which extends approximately 485 feet. As outlined in [Section Fiv](#), artwork can be draped, hung, woven, or otherwise temporarily affixed to the metal fence and cover up to 66% (2/3) visibility.

Materials cannot obstruct passersby and therefore cannot protrude out from the fence by more than 8" (on the exterior of the fence closest to Flushing Avenue as well as the interior of the fence inside the property of the Brooklyn Navy Yard). Materials also cannot go higher than 2' above the fence line.

Additionally, there are 43 panels with five gates along the fence in front of Building 3 that are 100" - 110" in length by 82" in height. Each gate is flanked with large blue columns on both sides measuring approximately 2' L x 2' W x 104" H. Four out of the five historic gates are rarely opened, while one is an active entry way with a vertical turnstile for workers to enter Building 3.

Whereas the historic gates may be covered for the installation, the working turnstile gate cannot, in any capacity, be obscured by artwork that may prevent people from moving in and out. Creatives may include the entry point as an active part of their design (use the concept of a gate and people moving in and out as part of their interpretation of the theme) or simply work around the entry point as part of their design. Creatives may incorporate artworks on or across all columns and gates except this active gateway. The other four gates will not be opened, so the design of your artwork does not have to incorporate the functionality of any of the other four gates. Please refer to [Exhibit A-C](#) for a map of the area, a photo guide of the fence line, and approximate measurements of each section of fence. Creatives should verify all measurements before incorporating them in final design plans.

ii. BUILDING 92:

As part of the proposal, Creatives can include Building 92 as an extension of the primary design. This may include the design on the fence line extending from Building 3 down to the front of Building 92, or Creatives can suggest a separate installation in the forecourt of Building 92. The design should be one contiguous idea and not two separate ideas. That is, if Creatives chose to submit a free-standing installation in the forecourt of Building 92 to complement their fence line installation, the artwork will be a direct reference and extension of the fence line motif and installation and not a separate work.

Creatives should note that the fence in front of Building 3 is different than the one in front of some areas of Building 92. Building 3's fence is a traditional slotted bar and post metal fence and the fence at Building 92 is a CNC designed fence and gate. At Building 92, materials may also be draped, hung, woven, or otherwise affixed, but the installation may not prevent the gates at Building 92 from being opened daily for visitors.

The traditional bar and post fence in front of Building 3 extends to the east side of Building 92 in front of the Historic Marine Commandant's House (five panels that extend approximately 54 feet). As with the fence in front of Building 3, the fence is 82" tall with the width of these panels being more consistent at approximately 10' in length (the panel closest to Building 3 is cut short at just 36" across).

The main entrance of Building 92, the central fence, is the CNC designed fence. Here, there are nine sections of fence that measure 8' W x 7' H (the first section is short and only approximately

5' W x 7' H and the two opened gates count as two panels). The two panels that open for the gate are the fourth and fifth if counting from east to west (counting down from Building 3). These gates swing open daily from 8:00 a.m. - 7:00 p.m. As such, if proposals include the gates, materials may not impede its use, but designs should also take into consideration the movement of the gate. For instance, during the night hours the design from Building 3 down to Building 92 will be visually connected, but during the day, the gate will be open with parts of the installation at a 90% angle from the primary installation site. The approximate length of the perforated fence in front of Building 92 is 70' W x 7' H. Please refer to Exhibit C attached hereto for a photo reference of the fence line and forecourt at Building 92.

If Creatives decide to propose artwork “off the fence” at Building 92, there cannot be any drilling, screwing, or structural changes that can be made to the forecourt pavers, its furniture, or Building 92 itself. As such, it is highly recommended that Creatives choosing to go “off the fence” utilize the forecourt’s trees, furniture, or staircase (not the glass windows on the ground floor; anything on the staircase cannot impede traffic or cause issues accessing the railing or using the stairs safely).

iii. ELECTRIC/WATER/INTERNET:

The fence line in front of Building 3 has no electrical outlets, water, or internet connections. Proposals should not include any need for electrical outlets, water, or internet connections.

I. BUDGET, PAYMENTS, AND INSURANCE REQUIREMENTS

i. BUDGET

Creatives may submit full project budgets of up to \$30,000.00. Budgets must include all costs for the planning, creation, installation, and deinstallation of the work. Please use the template provided for your budget in Exhibit D attached hereto. Budget includes the following items: artist fee, materials and fabrication, installation/de-installation, insurance, and contingency. Please see further lines within each category of the template. Creatives may include additional lines in their budget based on their project needs. Please be as specific as possible with each line item (e.g. 300 yards of fabric at \$xx or 20 hours of art handling fees to support installation at \$xx, etc.).

If awarded this commission, Creatives will also be required to participate in three public programs, as described in more detail in Section N below. Creatives are not required to include any program allowances in their budget; BNYDC will organize and cover the cost for these programs. BNYDC will allow Creatives to include \$1,000.00 in their budget requests to cover two (2) \$500.00 honoraria for programs that will be organized during the installation period between June 1—November 1, 2025. BNYDC will also not pay an honorarium for Creatives participating in the opening reception on May 17, 2025 and therefore \$0 (zero) requests should be made for that participation.

Introductory signage, to be affixed to the fence line near the installation, will be organized and paid for by BNYDC. As such, Creatives should not include this line item in their budget.

ii. PAYMENTS

Creatives must be eligible to work in the United States. Creatives will be required to sign a contract substantially in the form attached hereto as Exhibit H (the “Contract”), submit a Doing Business Data Form, M/WBW Data Form, and W-9 (see Exhibits E through G attached hereto) to be eligible to receive payments. As per the project Contract, the project timeline will be divided into four phases. For more details about what each phase entails, please refer to the Project Timeline in Section J below. Please see the schedule of payment below according to these phases:

Upon completion of:

Phase 1: Invoice 1 may not exceed 25% of total budget

Phase 2: Invoice 2 may not exceed 50% of total budget

Phase 3: Invoice 3 will be remaining balance to get total payments to 90% paid

Phase 4: Invoice 4 will cover the remaining 10% of budget paid at conclusion

Payments are made via check. To be paid, artists must submit invoices that are dated, have an invoice number, and include a detailed list of expenses. Invoices will be paid via check and may take up to thirty (30) days to process.

iii. INSURANCE

At all times while working and installing/deinstalling work at the Brooklyn Navy Yard, Creatives must have current and-up-to-date insurance as set forth in the Form of Contract attached hereto as Exhibit H.

All contractors hired by Creatives to support work on-site at the Brooklyn Navy Yard must also have the insurance set forth in Exhibit H as well. It is the responsibility of the Creatives to ensure their subcontractors have insurance and follow proper legal and safety guidelines.

Creatives further understand that BNYDC does not and is not obligated to maintain any insurance against loss or damage to the art installed on the Yard as part of this public art project. As such, Creatives shall be responsible for obtaining and maintaining any fine arts insurance or other insurance covering loss or damage to the artwork.

Creatives are permitted to include a portion of their insurance costs in their budget requests; however, this portion may not exceed 10% of the total budget.

J. PROJECT TIMELINE

Upon final selection of the Creative and commissioning of their proposal, the below timeline outlines key dates from the Contract finalization through to project deinstallation. The total timeline spans from February 1, 2025 – November 14, 2025.

Phase 1: Contract Finalization and Communications Planning:
February 1, 2025 – February 28, 2025

- i. **Between February 1, 2025 – February 15, 2025**, Creative will sign a Contract substantially in the form attached hereto as Exhibit H and submit all necessary paperwork outlined in this RFP electronically (sent as PDF's to BNYDC staff person). This includes information outlined above in Section I and Exhibit H.
- ii. Upon submission of Contract and accompanying documents, the selected Creative will meet with members of the BNYDC team to discuss the announcement of the award and other outreach and promotional needs for the announcement. BNYDC anticipates this meeting occurring on or about **Friday, February 28, 2025**, and may be conducted via Zoom or in-person.

Invoice #1 submitted once Phase 1 is completed (may not exceed 25% of total budget).

Phase 2: Design and Program Development:
March 1, 2025 – March 28, 2025

- iii. **Week of March 10, 2025**: Creative will meet at the Brooklyn Navy Yard with BNYDC staff to do a site walk through with a focus on materials and installation. Site specialists, including architects and designers, will be present. Creatives are encouraged to bring any fabricators supporting their project with them for this meeting.
- iv. **No later than Friday, March 28, 2025**: A complete set of design drawings will be submitted for final review and approval by internal BNYDC Departments. This includes a site plan, construction drawings and any specific details unique to your proposal. Further, these documents should include detailed schematics of the design that clearly identify art installation materials, supports, and installation materials such as brackets. Drawings must also indicate weight loads and weight distribution as appropriate. See Section F above for more details on weight distribution requirements.
- v. **No later than Friday, March 28, 2025**: BNYDC will finalize program schedule with selected Creative. This includes participation in the opening reception on Saturday, May 17, 2025, along with confirming participation in two additional programs during the installation. Confirmation will include selecting dates and program formats such as “demo day” or “community artmaking” day, etc. As outlined above in Section Ii.

Invoice #2 submitted once Phase 2 is completed (may not exceed 50% of total budget).

Phase 3: Design Installation Preparation and Execution

March 29, 2025 – May 15, 2025

- vi. **No later than Friday, April 18, 2025:** The selected Creative will meet with BNYDC staff in-person to walk through the installation plan. This meeting will include reviewing finalized design drawings sent in Phase 2 and developing a detailed project timeline for installation that includes dates, times, and activities across all installation days. Creative will also need to provide a complete list of support staff for the day, including a list of outside vendors (e.g. fabricators, art handlers, etc.) who will be on-site.
- vii. **Between May 5, 9:00 a.m. – May 15, 2025, 5:00 p.m.:** The selected Creative oversees the installation of their work. Final installation must be inspected and approved by BNYDC in accordance with design drawings and installation production schedule. BNYDC will work with Creative to be available at designated times for questions regarding installation.

During this phase, Creative will also submit process documentation to BNYDC staff. This includes photos of the design, prototyping, and fabrication stages as well as short b roll. These materials may be used by BNYDC on social media and for other promotions related to the installation tied to the approved promotions and communications calendar from Phase 1. Creative should plan on submitting between 30-40 documentation photos and at least two (2) process b-roll videos no longer than five (5) minutes.

Invoice #3 submitted once Phase 3 is completed (will be remaining balance to get total payments to 90% paid; Remaining 10% of budget paid at the conclusion of Phase 4).

Phase 4: Program Execution and Deinstallation

- viii. **Between May 17 – November 1, 2025:** The selected Creative will participate in three programs tied to public art installation. The first required program is the opening reception for the work hosted on May 17, 2025. The remaining two programs will unfold between June 1—November 1, 2025. Creatives will work in good faith with BNYDC on identifying two program dates and types as outlined in Phase 2.
- ix. **Between November 3 – November 14, 2025:** The selected Creative will oversee the deinstallation of the artwork. As needed, Creative will work with BNYDC on the details for the deinstallation, which may include meetings as appropriate. Creative understands work must be deinstalled during weekdays and not on weekends, and that all deinstallation is their responsibility.

Invoice #4 submitted once Phase 4 is completed (remaining 10% due).

K. PROPOSAL SUBMISSION REQUIREMENTS

1. First and last name (artist moniker, include in parenthesis)
2. Email Address
3. Phone Number
4. Please provide your address (If you work at the Yard, your business address; If you live in a Brooklyn zip code, your residential address)
5. Professional website
6. Connection to the Brooklyn Navy Yard and/or Brooklyn
7. Artist Statement (Max 200 words)
8. Describe your proposed work and how it ties to the theme of **Our Brooklyn** (Max 400 words).
9. Describe how your proposal makes sense for the Brooklyn Navy Yard. Why here? Why now? What site-specific considerations does your proposal amplify (Max 200 words)?
10. Describe your materials, tools, and equipment. Be mindful of articulating the appropriateness of your materials for an outdoor environment and where applicable explaining how your work will be installed (Max 200 words).
11. Participating in three programs is required if you are awarded this proposal. Describe the ideal event that connects the public to your work. (If selected for this project, you will not be required to participate in this exact program. This question helps the selection committee better understand how you envision your work connecting with the public). (Max. 200 words).
12. Resume/CV
13. Detailed budget (based on the budget template provided as [Exhibit D](#))
14. Work samples (up to 8 sketches, mock-ups, renderings, illustrations, drawings, etc.)
15. If a Creative desires any material or substantive change(s) to the Contract, Creative must include any such proposed change(s) in its response to this RFP (Max 200 words).

L. PROPOSAL ADMINISTRATION

1. Pre-Submission Conference (Information Session):

Optional pre-submission meetings (Information Sessions) will be held on Tuesday, December 3, 2025. An 11:00 a.m. session will be conducted via Zoom, and a 3:00 p.m. session will be conducted on-site, which will include a walk-thru of the installation locations. Attendees to the on-site Information Session will meet in the lobby of Building 77 (near Russ and Daughters) located at 141 Flushing Avenue, Brooklyn, NY 11205. To register for either session, follow this [link](#). Registration closes at 11:59 p.m. on December 2, 2024.

2. Inquiries:

Any questions or explanation desired by Creatives regarding the meaning or interpretation of this RFP must be submitted through the form [here](#), no later than Monday, December 2, 11:59 p.m. Attendees to either of the Information Sessions may also bring questions to the Information Sessions. An addendum to the RFP will address questions asked via the form and from the Information Sessions. The addendum is anticipated to be posted with the original RFP by Friday, December 6, 11:59 p.m. on BNYDC's website [here](#).

3. Submission Deadline:

Respondents shall submit proposals through the link, [here](#), by 11:59 PM on Sunday, December 15, 2024 (the “Proposal Deadline”). Please refer to the previous [Section K](#), for a full list of required materials. All materials must be submitted for review. Applications missing any materials will be immediately thrown out and disqualified for consideration. No late submissions will be accepted.

4. Selection Process:

See below, [Section M](#).

5. Interviews (Studio Visits):

Interviews or studio visits may be held virtually or in-person with any or all Creatives after the receipt of their proposal. Interviews, if necessary, will be scheduled after BNYDC completes the initial review of Proposals.

6. Contracts, Meetings, Check-ins, and Calls:

See above, [Section J](#) The primary liaison for all Creatives, including the scheduling of meetings, check-ins, and calls will be Sarah Sloan, Assistant Curator, BNYDC.

M. SELECTION CRITERIA AND PROCESS

i. SELECTION CRITERIA

All proposals will be based on these criteria:

- Be for new work. “New work” is defined as a discreet project or a new work in a series created specifically for this RFP. Previously completed work or proposing a new installation of previously completed work is not new work. If this project is part of a larger series, proposals may include previously completed elements in service of the new work/supporting the new work; however, the proposal must clearly show the creation of new work
- Demonstrate a clear connection and mature concept tied to the **Our Brooklyn** theme
- Showcase bold and dynamic designs that are highly visible and eye-catching along Flushing Avenue
- Utilize site-appropriate materials and demonstrate an understanding of place. This includes taking into account the details outlined in the project overview such as the appropriateness of materials, installation methods, and location of work in public spaces
- Demonstrate thoughtfulness and clarity in written responses to questions. This includes articulating ideas clearly as well as outlining the use of materials, tools, and techniques. Be sure to convey experience working with proposed materials.
- Include genuine enthusiasm for public programming with at least one program idea to compliment the artwork (if selected, Creatives will work with BNYDC on organizing two programs in conjunction with the commission)

- Include high-quality work samples, which include detailed sketches, mock-ups, prototypes, illustrations, etc., that illustrate a clear visual work product. Work samples should also demonstrate a mastery of materials and craftsmanship
- LIMIT ONE APPLICATION PER CREATIVE (If part of a collective, Creatives can submit one application as an individual and one as part of a collective); if Creative submits multiple applications only their first application will be considered

Selection process:

1. Submissions will be reviewed by BNYDC’s Assistant Curator to ensure eligibility requirements are met and submissions are complete; invalid, ineligible, and incomplete submissions will be archived and not reviewed by the selection committee
2. Qualifying submissions will be reviewed by a selection committee composed of BNYDC staff and outside arts leaders, creatives, and administrators:
 - a. Round One: Committee members are assigned up to 20 submissions to review. Each submission will be sent to at least four committee members (two internal and two external members). Committee members rank submissions on a numbered scale
 - b. Round Two: Committee meets as a group to review highest ranking submissions from round one; based on scores, this will be anywhere from 2 – 4 Creatives that will be selected as finalists
3. Finalists selected: Interviews or studio visits may be held virtually or in-person with any or all Creatives after the receipt of their proposal. This will give the Creative an opportunity to further articulate their idea and discuss their experiences; BNYDC staff anticipates conducting these during the weeks of January 6 and January 13, 2025 with all interviews anticipated for completion by Friday, January 17
4. Final work selected: Creatives sent Contract and paperwork for commission

N. ADDITIONAL REQUIRMENTS

i. PROGRAMMING REQUIREMENTS

Creatives selected for this opportunity must be available for three public programs: The opening reception held on Saturday, May 17, 2025, and two additional programs to be confirmed no later than Friday, March 28, 2025, detailed in [Section J](#). These two additional programs must take place between June 1, 2025 and November 1, 2025, and provide the public with opportunities to meet and engage directly with the artist(s) responsible for the commission.

No later than Friday, March 28, 2025: BNYDC will finalize program schedule with selected Creative. This includes participation in the opening reception on Saturday, May 17, 2025, along with confirming participation in two additional programs during the installation. Confirmation will include selecting dates and program formats such as “demo day” or “community artmaking” day, etc. As outlined above in [Section li](#).

O. MISCELLANEOUS CONDITIONS

This RFP does not commit BNYDC to award any contract for the installation of public art.

BNYDC:

- May cancel this RFP at any time prior to issuing a contract and may also terminate and re-issue the RFP at any time
- Reject any and all proposals received
- Extend the time for submission of proposals after notification to all prospective respondents
- Will not be liable for any costs incurred in the preparation of a response to this RFP
- May waive, modify, or correct any irregularities in the proposals received, after notification to the respondent(s)
- May change the amount of the budget or restructure the payment of budget funds if in the best interest of BNYDC
- Lastly, Creatives must comply with all applicable rules, laws, and requirements under local, state, and federal laws
- This is not an artist residency program. Creatives will not be awarded a studio space to work while creating their installation. Space is only provided in the immediate days leading up to installation for staging. If you are interested in leasing a studio space, visit our website here: <https://www.brooklynnavyyard.org/leasing-opportunities/>. To inquire about upcoming availability of spaces, you can email leasing@bnydc.org

Creatives awarded a contract as a result of this RFP process will be required to sign a Contract substantially in the form attached hereto as Exhibit H. If a Creative desires any material or substantive changes(s) to the Contract, please include such proposed change(s) in response to this RFP on the last question in the Submittable form, [here](#). The contents of the selected Proposal, together with this RFP and any formal questions and answers provided during the Proposal process, may be incorporated into any final Contract at BNYDC's sole discretion.

BNYDC appreciates your interest in this RFP and looks forward to receiving your Proposal.

P. EXHIBITS

See exhibits on the following pages.

EXHIBIT A
MAP OF FENCE LINE INSTALLATION AREA

See below a close-up of the primary fence line area spanning across Building 3 along Flushing Avenue between Buildings 92 and 77. Buildings 3, 77, 92 are circled to help identify them with the primary fence line being marked by a line.

For a full pdf of the BNY Visitor's map, click [here](#).

Close-up of Fenceline Area:



EXHIBIT B
BUILDING 3 FENCE LINE PHOTO REFERENCE

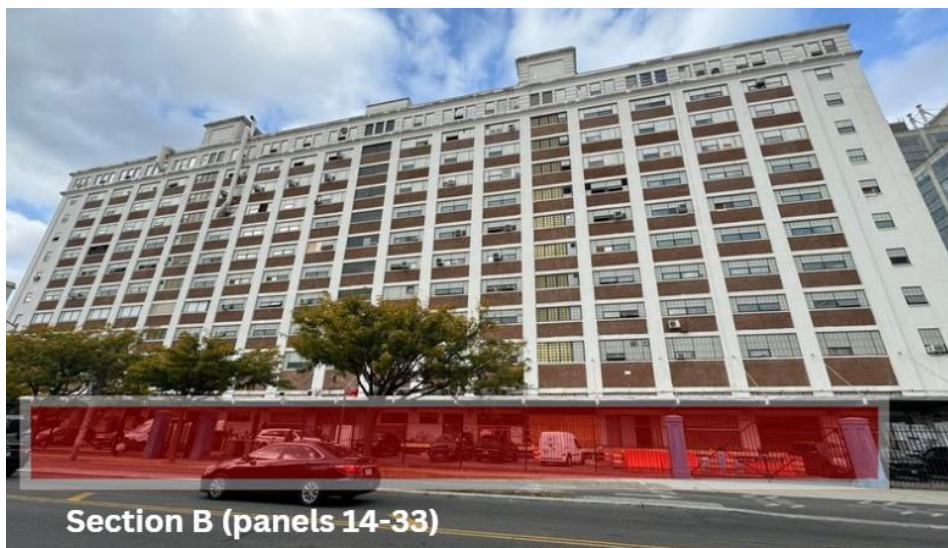
All measurements are approximate for the purposes of this RFP. Creatives should verify all measurements before incorporating them in final design plans if chosen. All gates are flanked with blue columns on each side measuring 2' L x 2' W x 104" L. All measurements of gates below include each flanking column. Please refer to [Section Hi](#) for more details on the Building 3 fence line.

The photos below are taken from the perspective of walking east to west on Flushing Avenue from Building 77 to Building 3 to Building 92 (these three buildings are in line one after the other. The total distance of walking is approximately 500 feet).

Fence Line Photo Section Keys



Section A includes two gates and is 13 panels long (each gate counts as one panel).

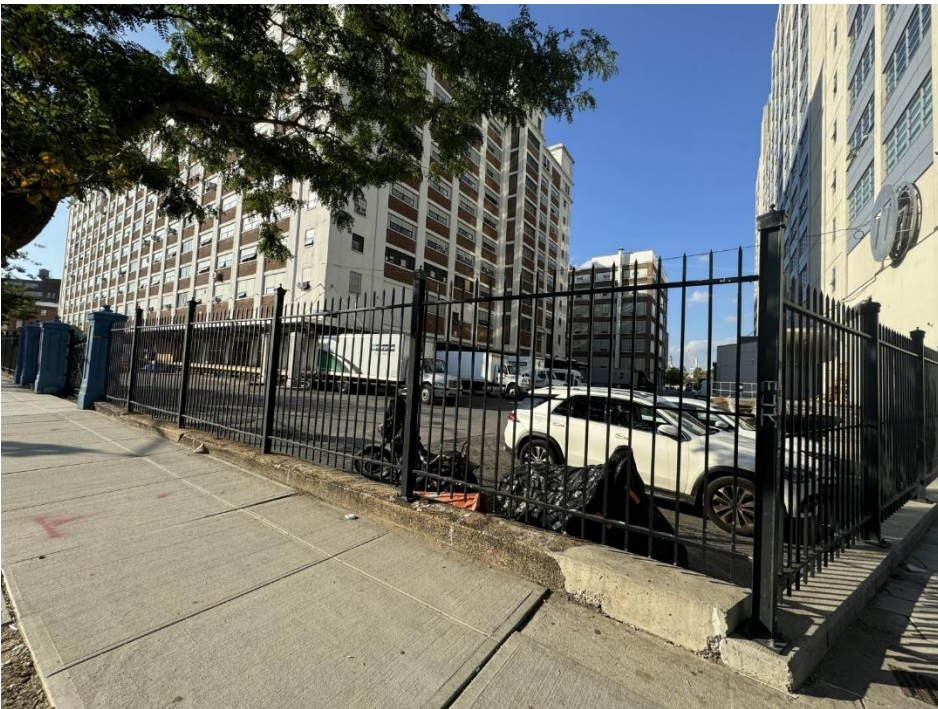


Section B includes two gates, one being a turnstile gate. It is 20 panels long (gates count as one panel)



Section C starts at the last gate and is 10 panels long (the gate counts as one panel)

Close-up Photo Reference of Building 3 Fence Line



Fence line closet to Building 77. From blue column to edge: 56' W x 82" H. Sections A1-6 (including first gate)



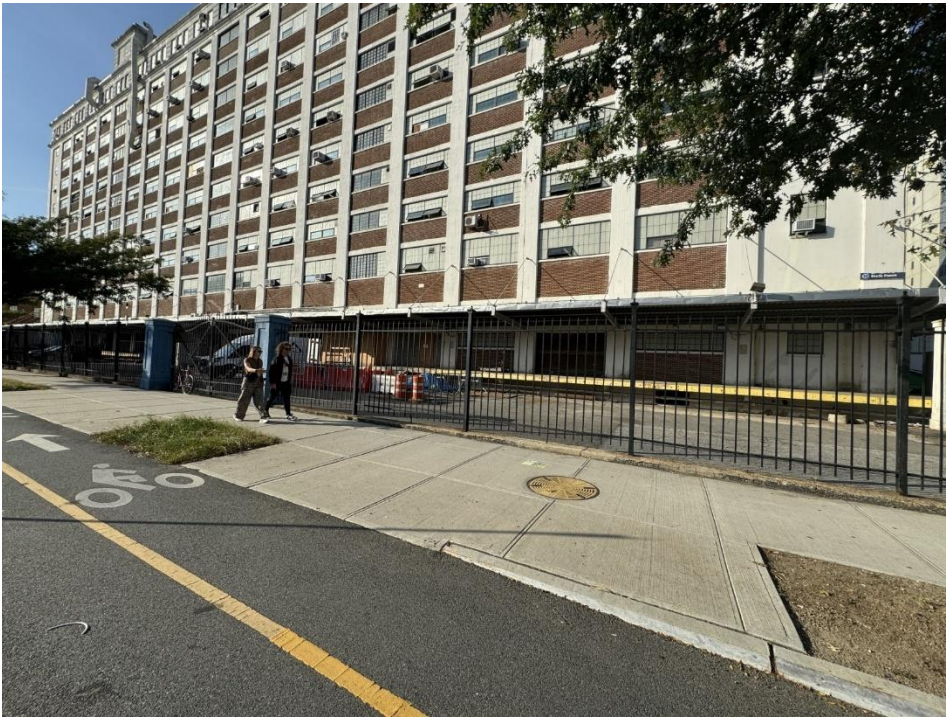
First historic gate between two blue columns: 24.5' W x 100" H. Section A6



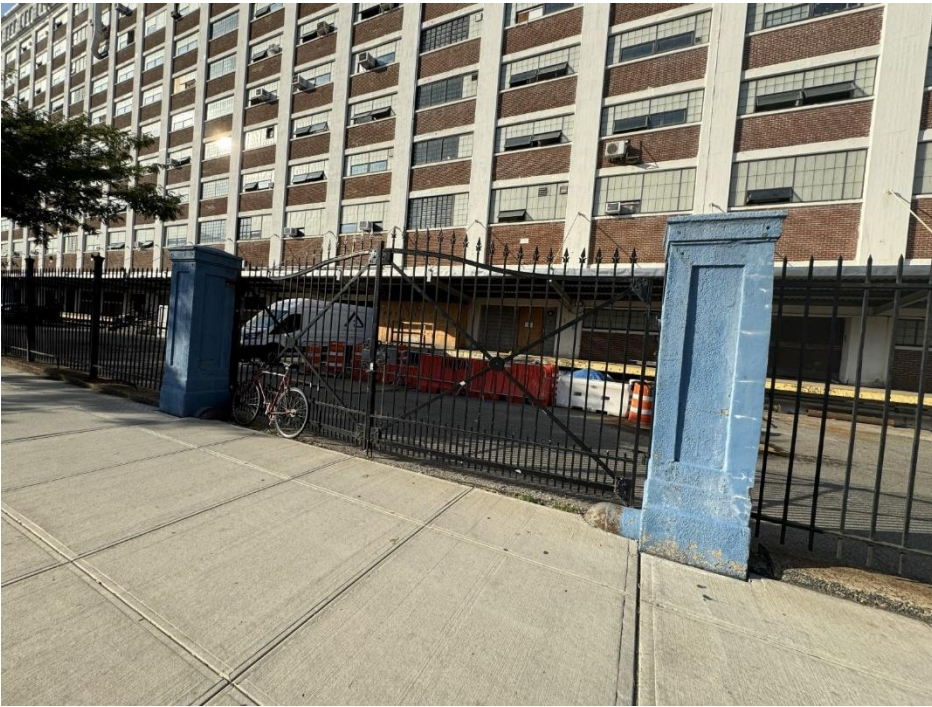
Section after first historic gate (before smaller second historic gate): 10' 7" x 82. Sections A7-12



Section including second historic gate: 10' W x 100" H; Sections A8



Long section: 58' W x 82" H. Sections A10-13 (Section A9 not pictured)



Third historic gate: 24.5' W x 100" H. Section B14



Long section: 83' W x 82" H. Sections B15-18 (B21-22 not pictured)



Forth historic gate (turnstile entrance that still works): 14' W x 100" H. Section B23



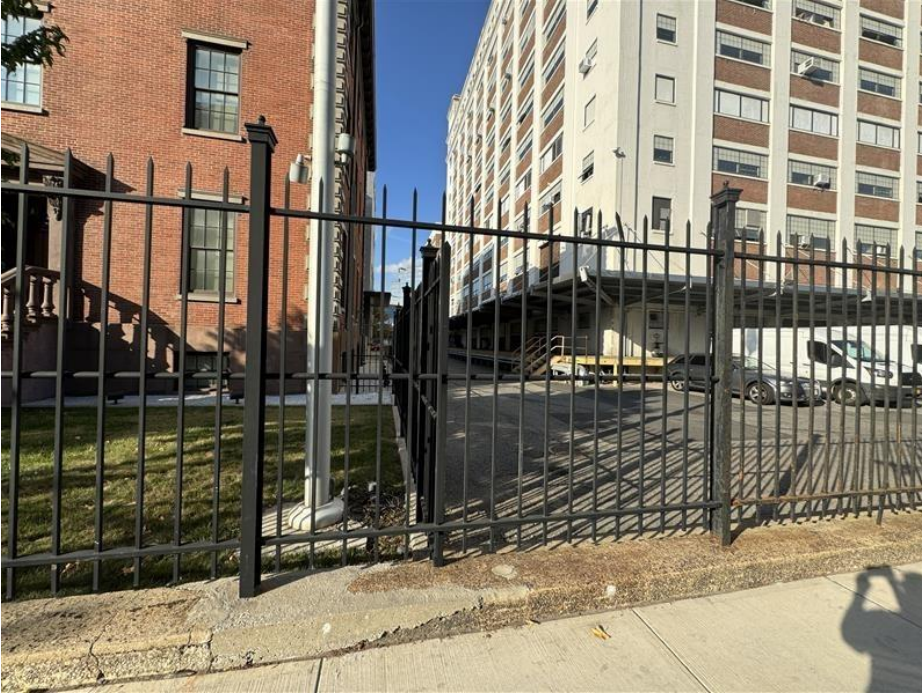
Long section: 100' W x 82" H 1. Sections B24-27 (Sections B 28-33 not pictured)



Fifth historic gate: 28' W x 100" H. Section C34



Long section with Building 92 (red brick) in the distance: 99.5' W x 82" H. Sections C35-38; C36-41 not pictured)



Final section in front of Building 3, which comes to Building 92 (Historic Marine Commandant's House); Sections C42-43). Section C43 is half between Building 92 and Building 3.

EXHIBIT C
BUILDING 92 FENCE LINE AND FORECOURT PHOTO REFERENCE

Building 92 Fence Line and Forecourt

All measurements are approximate for the purposes of this RFP. Creatives should verify all measurements before incorporating them into final design plans if chosen.

The photos below are taken from the perspective of walking east to west on Flushing Avenue starting from Building 3 going towards Building 92.

Fence Line Photo Section Key



Section D extends 14 panels. The panels in front of the Historic Marine Commandant's House are approximately five traditional bar a post panels. The fence then transitions into nine panels (each gate is counted) of CNC designed fence.

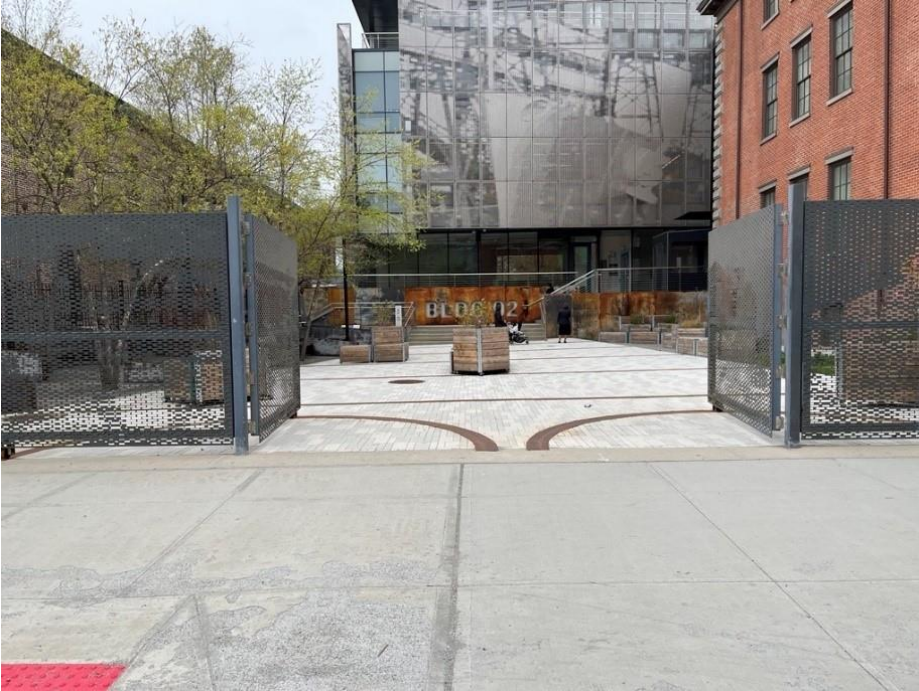
Close-up Photo Reference of Building 92 Fence Line



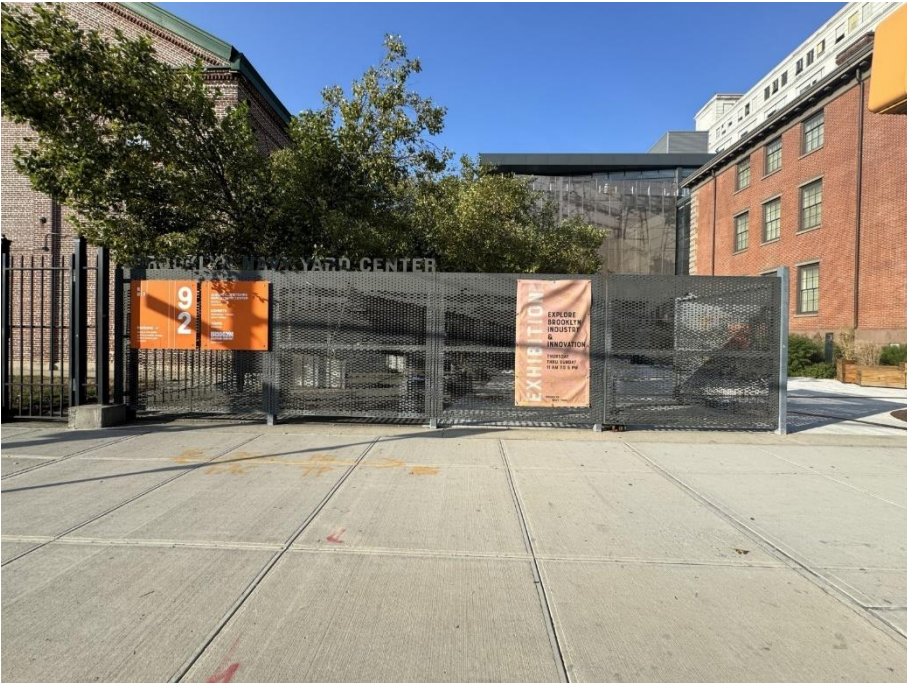
Five panels in front of Historic Marine Commandant's House at Building 92: 54' W x 82" H. Sections C44-48



Three panels of CNC designed fence: 26' W x 75" H. Sections C49-51



Front gates of Building 92: 20' W x 75" H. Sections C52-53 (gate)



Final portion of CNC designed fence: 40' W x 75" H. Sections C54-57



Fence inside the forecourt of Building 92; Courtyard: 70' L x 62' W



Left-side courtyard in Building 92 forecourt; Courtyard: 70' L x 62' W



Front façade of Building 92



Right-side courtyard in Building 92 forecourt; Courtyard: 70' L x 62' W



Front of Historic Marine Commandant's House; Front of building pictured: 47' W x 51' H

EXHIBIT D
BUDGET TEMPLATE

The following template outlines the required fields for the RFP’s budget. Creatives may elect to skip expenditures that are not relevant by adding \$0. Creatives may also decide to further breakdown expenditures into more detailed lines, which is acceptable as long as section headers (five sections in blue) remain the same.

Public Art Budget Template		
Artists Fees		
Artist Fee (Commission Fee)		
Subtotal		\$0
Materials and Fabrication		
Materials and Tools		
Labor - Fabrication Expenses		
Tests, prototypes, etc.		
AV/IT support (tech support)		
Subtotal		\$0
Installation/De-installation		
Transportation/Shipping		
Labor - Installation Support		
Labor - Deinstallation Support		
Furniture, mounts, etc.		
Subtotal		\$0
Insurance		
Additional insurance costs*		
Subtotal		\$0
Contingency**		
Unforeseen costs		
Subtotal		\$0

* Additional insurance costs are to cover extra insurance costs tied to installing at the Brooklyn Navy Yard and to cover insurance requirements laid out in [Section Iiii.](#) and [Exhibit G](#) of the RFP. This line is not designed to cover all insurance costs for the project. Creatives should carry their own insurance as professional artists, designers, and Creatives. As such, additional costs included in the budget may not exceed 10% of the total budget proposed.

** Should not exceed more than 5% of total budget. If more, Creative must explain.

EXHIBIT E
DOING BUSINESS DATA FORM



Doing Business Data Form

To be completed by the City agency prior to distribution	
Agency: _____	Transaction ID: _____
Check One: <input type="checkbox"/> Proposal <input type="checkbox"/> Award	Transaction Type (check one): <input type="checkbox"/> Concession <input type="checkbox"/> Contract <input type="checkbox"/> Economic Development Agreement <input type="checkbox"/> Franchise <input type="checkbox"/> Grant <input type="checkbox"/> Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: Yes No

Entity Type: Corporation (any type) Joint Venture LLC Partnership (any type)
 Sole Proprietor Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit There are no individual owners No individual owner holds 10% or more shares in the entity
 Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____
 Name: _____ Removal Date: _____
 Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.



EXHIBIT F
M/WBE Vendor Form



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

Building 77
141 Flushing Avenue, Suite 801
Brooklyn, NY 11205

Dear Vendor:

The Brooklyn Navy Yard Development Corporation is compiling statistical data on companies that provide construction, professional services, standard services, and goods to our company so that we can comply with the New York City Local Law (LL 129). Please complete the attached information sheet and return it alongside your vendor information forms.

If you are a minority or woman-owned business enterprise (M/WBE) but are not yet certified by the City of New York we strongly urge you to do so. The city has an aggressive program to help certified M/WBEs and it is in your best interest to get certified. For more information on getting certified, we suggest that you call the New York City Department of Small Business Services' Certification Hotline at (212) 513-6311. Addition information can also be obtained through the City's website at: www.nyc.gov/getcertified.

We sincerely appreciate your cooperation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian Linett', with a long horizontal flourish extending to the right.

Brian Linett

Sr. Vice President & Controller



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

Building 77
141 Flushing Avenue, Suite 801
Brooklyn, NY 11205

Vendor Information Form

Name:

Company Title:

Company Name:

Company Address:

Federal Tax ID / SSN:

Email:

Telephone:

Business type: Select One

- Individual/Sole Proprietor
- Corporation

- Partnership
- Other

Business category: Select One

- Construction
- Professional Services
- Standard Services
- Other

- Construction Subcontract
- Professional Services Subcontract
- Goods

Business Demographics

A minority- and women- owned business enterprise (M/WBE) is a business owned (51% or greater) by an owner that identifies as Asian-Indian, Asian-Pacific, Black, Hispanic, Native American, and/or female.

Majority owner M/WBE? Yes No

Majority owner female? Yes No

Designated MBE Group (select one - if N/A, please leave blank):

- Asian - Indian
- Asian - Pacific
- Black
- Hispanic
- Native American

City or state certification (select all that apply):

- Minority and Women-owned Business Enterprise (M/WBE)
- Locally Based Enterprise (LBE)
- Emerging Business Enterprise (EBE)
- Service-Disabled Veteran-Owned Small Business (SDVOB)

Certification Number:

EXHIBIT G
W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT H
FORM OF CONTRACT



ARTIST AGREEMENT

THIS Artist Agreement (together with the schedules and exhibits attached hereto, the “Agreement”), is made as of the [___]th day of [_____], 202_ by and between Brooklyn Navy Yard Development Corporation, a not-for-profit corporation organized under the New York Not-for-Profit Corporation Law of the State of New York, having offices at 141 Flushing Avenue, Building 77, Suite 801, Brooklyn, New York 11205 (“BNYDC”), and [_____], located at [_____] (“Artist”):

WHEREAS, BNYDC is committed to Brooklyn based arts and culture, in furtherance of which BNYDC has commissioned art for a temporary public art exhibit located at [_____] and for supporting arts and cultural activations and programs at the Brooklyn Navy Yard (collectively, the “Program”);

WHEREAS, the Artist has applied to participate in the Program and to certain expanded services as further described herein; and

WHEREAS, the Artist’s agreement to the attribution requirements and terms set forth in this Agreement are prerequisites for acceptance to the Program.

NOW THEREFORE, in consideration of the Artist’s participation in the Program and the mutual promises and covenants contained herein, BNYDC and the Artist agree as follows:

1. **The Work**. The Parties hereby agree and acknowledge that the purpose of this Agreement is for the Artist to develop and display the work that is described in or is substantially consistent with the accepted project proposal, included here as Exhibit A (the “Work”). The Work shall be displayed in [_____] of the Brooklyn Navy Yard (the “Project Site”). Artist shall develop and display the Work and perform further additional programmatic services in accordance with the Schedule set forth on Exhibit B attached hereto.
2. **Artistic Content**. The Parties agree that BNYDC is commissioning the creation of the Work and that prior to its creation, the Parties shall meet to discuss the Work’s content. Artist shall provide to BNYDC for BNYDC’s approval a plan for the design and content of the Work. Thereafter, all design, prototyping, fabrication, alterations, repairs, and modifications to the Work Product will be conducted by the Artist.
3. **Rights to the Work**. Except as otherwise provided for in this Agreement, BNYDC agrees and acknowledges that the Artist owns and controls the copyright and all other rights, title and interest in and to the Work. During the Program Term, Artist shall loan the Work to BNYDC in accordance with a separate Loan Agreement that the Parties shall execute prior to the installation

of the Work. In no event shall the Work be installed in the Project Site without a prior-executed Loan Agreement in a form acceptable to BNYDC.

4. Payments. BNYDC shall pay to the Artist, and the Artist agrees to accept, in full consideration for the Work, the amount set forth on Exhibit E attached hereto, payable at such time(s) and in such manner as set forth on Exhibit E. Such payment shall be made in accordance with the schedule set forth on Exhibit E, with full payment to be made promptly after the delivery to BNYDC of all required deliverables. BNYDC will further provide the Artist with:
 - a. A temporary ID card to allow the Artist access to the Brooklyn Navy Yard common areas;
 - b. Access to all locations in the Yard required for the Work;
 - c. Coordination of on-site visits as needed, including scheduled visits to discuss installation and deinstallation access as well as access for planning purposes and programming consultations;
 - d. Use of certain public and private spaces within the Brooklyn Navy Yard for the installation or performance of the Work, when and as specifically approved by BNYDC by separate license agreement.

5. Transport and Installation.
 - a. Artist acknowledges and agrees that the Work will be (i) transported to and installed by Artist at the Project Site on one or more mutually agreed dates prior to commencement of the Program Term (as that term is defined by paragraph 9 below) and in accordance with the schedule set forth as Exhibit B, and (ii) deinstalled and transported away from the Project Site on one or more mutually agreed dates promptly following the conclusion of the Program Term in accordance with the schedule set forth as Exhibit B. All of the foregoing services shall be performed by Artist in a workmanlike manner at Artist's own expense, in each case using tools, materials, and equipment provided by Artist. For the avoidance of doubt, the payment described by the foregoing paragraph 4 shall be inclusive of any compensation for the services contemplated by this paragraph.
 - b. Artist further expressly acknowledges and agrees that the Work is not intended to be a long-term or permanent installation, and to the contrary, is only intended to exist at the Project Site in any form during the Contract Term or as otherwise expressly agreed by the parties. Artist accordingly represents and warrants that the Work will be designed in such a manner as to be removable from the Project Site at the time of deinstallation, *i.e.*, that the Work will not, as a result of any inherent quality of its materials, fabrication,

construction, or installation, be incorporated into nor made part of any building, similar structure, surface or fixture of or at the Project Site.

- c. In the event that Artist fails to deinstall and remove the Work in accordance with the schedule set forth as Exhibit B and the Work is left at the Project Site for more than thirty (30) days following the conclusion of the Program Term, BNYDC shall be entitled to deinstall, remove, transport and store the Work, in each case making reasonable commercial efforts to ensure the Work is not damaged or destroyed (including without limitation by using a professional fine art logistics vendor for deinstallation, packing, and transport, and by storing the Work at a public commercial warehouse suitable for storage of art of similar composition and value. Artist's collection of the Work from such storage shall be subject to reimbursement to BNYDC of all fees and expenses incurred by BNYDC in connection with the actions contemplated by this subparagraph.

6. Ownership of Trademark and Tradenames.

- a. BNYDC is the owner of the trademarks and trade names BROOKLYN NAVY YARD (U.S. Reg. No. 6,188,408) and is the Registrant of the following United States trademark registration for marks:
 - BROOKLYN NAVY YARD INDUSTRIAL PARK, U.S. Reg. No. 3,205,064
 - BROOKLYN NAVY YARD DEVELOPMENT CORPORATION, U.S. Reg. No. 3,185,951
 - BNY, U.S. Reg. No. 6,106,459
 - BLDG 92, U.S. Reg. No. 5,844,467
 - BNYDC, U.S. Reg. No. 6,106,458
 - BUILDING 77, U.S. Reg. No. 6,203,811
 - MADEATTHEYARD, U.S. Reg. No. 6,508,729
- b. The Artist hereby acknowledges BNYDC's ownership of the aforesaid trademarks, trade names, and registrations and all other United States trademark ownership rights inherent therein (collectively "BNY Trademarks"). The Artist agrees not to contest the validity, enforceability and rights of BNYDC in any of the BNY Trademarks.
- c. The Artist agrees and acknowledges that, except as expressly provided for in paragraphs 7-8 herein regarding the Designation, this Agreement does not constitute a license pursuant to which the Artist has the right or license to use any of the BNY Trademarks. The Artist further agrees and acknowledges that BNYDC claims all trademark, trade name and trade dress rights in the BNY Trademarks, and that Artist hereby acquires no right, title, interest or claim of ownership in or to such use, except otherwise expressly provided herein.

7. Artist Designation. In order to receive the non-exclusive use of the designation “Brooklyn Navy Yard Artist” (the “Designation”), the Artist agrees to submit to BNYDC copies and/or documentation of Work produced at the midway and conclusion of the Program and at any time at the discretion of BNYDC.
8. Use of the Designation. Artist agrees and acknowledges that:
 - a. The Artist may only use the Designation on or in connection with the Work.
 - b. Artist will use the Designation in connection with the Program pursuant to the highest professional standards so as not to bring BNYDC or BLDG 77 into disrepute, disgrace, disrespect disregard, shame, or dishonor.
9. Term. The term of this Agreement shall commence on [_____, ____] and expire on [_____, ____], unless extended to a later date or terminated at an earlier date pursuant to the terms of this Agreement (the “Contract Term”). The Program will take place between the following dates: [_____, ____] to [_____, ____] (the “Program Term”).
10. Right To Use The Work.
 - a. The Artist agrees that:
 - i. The Artist hereby grants BNYDC the right to publicly display the Work for the duration of the Program Term. The Artist shall assume the obligation for the implementation, installation and deinstallation of the Work at the Project Site. Prior to the implementation and installation of the Work, Artist will submit to BNYDC for BNYDC’s approval a design and installation plan, as set forth in more detail in the Schedule attached as Exhibit B. BNYDC must approve the design and installation plan prior to implementation and installation of the Work. If BNYDC determines that the Work becomes inconsistent with the approved design and installation plan, BNYDC shall have the right to require Artist to return to the Project Site to reinstall the Work at the Artist’s own expense.
 - ii. During the Contract Term, BNYDC shall have a non-transferable, non-exclusive, irrevocable worldwide royalty-free license to copy, use, and/or discuss the Work in promotional materials including on the BNYDC website and in social media posts, and in printed promotional material such as press releases. After the Contract Term, BNYDC shall have the right to showcase copies of the Work as an example of past work in any BNYDC exhibitions, public programs, communications, promotional materials and/or reporting, as BNYDC may deem advisable, in whole, in part or in modified form, in all formats without permission

or additional compensation to the Artist. BNYDC must receive permission from the Artist for any commercial use of the Work.

- iii. The Parties acknowledge that once the Work is deinstalled at the end of the Program Term, the Artist may elect to reinstall, reuse, or expand upon the original Work in another location. Artist agrees that if they seek to use graphics, language, promotional materials, images, videos, or other documentation created by BNYDC, Artist must seek BNYDC's prior written consent for such usage. Requests must include exact language, images, and any other media that Artist is requesting permission to use.
 - iv. BNYDC reserves the right to require that the Artist sign a waiver of his or her moral rights under the Visual Artists Rights Act, 17 U.S.C. § 106A ("VARA") in the form annexed hereto as Exhibit C. Such waiver shall solely be applicable to (x) damage to or destruction of the Work that occurs during or otherwise arises from any deinstallation or removal of the Work following the unlikely event of a determination that the Work is not removable without such impact thereon or thereto (such determination constituting a breach of Artist's obligations pursuant to paragraph 5.b. above), and/or (y) damage to or destruction of the Work that occurs during or otherwise arises from any deinstallation, removal, transport, or storage of the Work undertaken by BNYDC or its agents pursuant to paragraph 5.c. above (such undertakings by BNYDC only to occur following a breach of Artist's obligations pursuant to paragraph 5.a. above); all of Artist's rights under VARA remain otherwise expressly reserved.
- b. BNYDC agrees and acknowledges that any use by it of the Work or any copies thereof in any promotional material pursuant to Section 10(b) will contain the following Attribution content: (1) Title of the Work, (2) the Designation, and (3) Artist's full name or preferred artistic moniker and year of creation. Any use by Artist of the Work or copies thereof shall contain the same Attribution content as well as note the location of the Work as [_____].

11. Damage to the Work.

- a. Notwithstanding the foregoing paragraph 10.a.(iv), the Artist acknowledges that the Project Site is a public space, that BNYDC will not be providing security for the Work, and that one or more portions or components of the Work will be installed in an outdoor environment and thus will be subject to gradual, inherent deterioration as well as to the normal wear and tear applicable to spaces of that nature. Artist acknowledges that none of the foregoing shall be considered or alleged to be gross negligence on the part of BNYDC or any of its agents. Artist further expressly acknowledges and agrees that BNYDC shall have no liability for any loss or damage occurring to the Work arising

from any cause whatsoever. Artist further agrees that it shall have no claim against BNYDC for any damages resulting from loss or damage to the Work from any cause whatsoever.

- b. If any deterioration or damage occurs to the Work during the Program Term that is above and beyond normal wear and tear (“Excessive Damage”), Artist will meet with BNYDC to discuss the damage. If any portion of the Excessive Damage is deemed related to poor materials selected or installation techniques employed by the Artist, the Artist will cover the cost of the repairs to that portion at their own expense. If the Excessive Damage occurs due to circumstances outside the control of the Artist, which includes but is not limited to damage caused by severe weather that is unusual to Brooklyn (including Hurricane winds), or graffiti or damage caused by vandalism, BNYDC may in its discretion work with the Artist on allocating additional funds to make any necessary updates and repairs to the damaged portion of the Work. Artist understands that BNYDC, in its sole discretion, shall determine if it will invest additional funds for any repairs, and the Artist acknowledges that BNYDC may elect to have the Work deinstalled by Artist before the end of the Program Term due to the Excessive Damage.

12. Rules and Regulations. The Artist shall comply with all Requirements and the Rules and Regulations attached hereto as Exhibit D. All rules applicable to Consultants set forth therein are applicable to Artist. “Requirement(s)” shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all Governmental Authorities now existing or hereafter created, and of any and all of their departments and bureaus, and of any applicable fire rating bureau, or other body exercising similar functions, (a) affecting the Brooklyn Navy Yard or any portion thereof or any street, avenue or sidewalk comprising a part thereof or in front thereof or any vault under the same, or (b) requiring removal of any encroachment, or (c) affecting the maintenance, use or occupation of the Brooklyn Navy Yard or any portion thereof.

13. Indemnification. Artist will indemnify, defend and hold harmless BNYDC and its affiliates and their officers, directors, shareholders, employees and agents, and all of their successors and assigns (collectively, the “Indemnified Parties”) from and against any losses, actions, claims, damages, liabilities or expenses of any kind, including without limitation attorneys’ fees and costs (collectively, “Claims”), which may be asserted against any of the Indemnified Parties (i) for personal injury or property damage caused by or attributable to the acts or omissions of the Artist, and (ii) arising from or relating to the Artist’s creation of the Work, BYNDC’s or Artist’s use of the Designation, or any occurrence with respect to the Artist’s business, products, activity, action or omission related to the Work. Artist shall give BNYDC and BYNDC shall give the Artist prompt written notice of any claim or suit, which may be subject to the indemnification obligations hereunder. The foregoing indemnity and obligation to defend and hold harmless shall survive the termination of this Agreement and apply to any Claim incurred by BNYDC for

or in connection with the Artist's creation of the Work, BNYDC's or the Artist's use of the Work.

14. Insurance.

- a. At all times during the Contract Term, or for such other time periods as BNYDC may require, Artist, at its sole cost and expense, shall procure and maintain insurance coverage as set forth on Exhibit F, and Artist shall deliver to BNYDC certificates of insurance evidencing the coverages indicated therein prior to the Effective Date.
- b. If the Artist utilizes the services of any subcontractor for the Work, Artist shall require each subcontractor to purchase and maintain, or be covered by, at no cost or expense to BNYDC, the same types and amounts of insurance and meet all of the same requirements as required of the Artist as set forth in this paragraph 14 and Exhibit F. Artist hereby covenants and warrants that its subcontractors shall purchase, maintain and forward to BNYDC, the certificates of insurance required by this paragraph in the amounts and for the periods required by this paragraph prior to the commencement of their work.
- c. Artist acknowledges and agrees that BNYDC does not and is not obligated to maintain any insurance against loss or damage to the Work. Artist shall be responsible for obtaining any fine arts insurance or other insurance covering loss or damage to the Work.

15. Termination. BNYDC may terminate this Agreement immediately upon any material breach of Artist's obligations under this Agreement, which include, but is not limited to any use by the Artist of the Designation that does not fully comply with the terms and conditions of this Agreement.

16. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, Artist shall permanently stop using the Designation. Any further use of the Designation by the Artist shall be subject to infringement claims and litigation that may be brought by BNYDC.

17. Entire Agreement. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous understandings relating to it. This Agreement may not be modified or amended except by an instrument in writing signed by each of the Parties. This Agreement is applicable worldwide. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties concerning the subject matter hereof are contained and merged herein.

18. Waiver. No provision or breach of this Agreement may be waived unless done expressly and in writing and signed by the waiving party. The failure at any time of a party to enforce any provision of this Agreement or to require performance by the other party shall in no way be

construed as a waiver of any provision of this Agreement or as affecting the right of either party to enforce any provision of this Agreement in the future.

19. Severability. In the event that any part of this Agreement is found by a Court to be unenforceable in whole or in part, it shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect, unless the unenforceability of such part would defeat the purpose of this Agreement or represent a substantial failure of consideration, in which case the court so declaring shall be asked to reform this Agreement to maintain its effect and do equity between the Parties.
20. Governing Jurisdiction. Each party hereby agrees that any proceeding relating to this Agreement shall be brought solely in the state or federal courts located in New York County, New York. Each party hereby consents to personal jurisdiction in any action brought in any such state or federal court, and waives any objection to venue in such state or federal court and any claim that such state or federal court is an inconvenient forum.
21. No Agency. Nothing in this Agreement shall be deemed to create any employment, agency, joint venture, franchise or partnership between BNYDC and the Artist and neither party shall so hold itself out. The Artist has no right to bind BNYDC in any manner.
22. Successors and Assigns. Artist may not transfer, assign or sublicense this Agreement or its rights or obligations hereunder without the prior written consent of the BNYDC in its sole discretion. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assignees.
23. Notices. All notices under this Agreement will be in writing and will be given by hand delivery, first class U.S. mail, or email at the following addresses:

If to BNYDC:

Brooklyn Navy Yard Development Corporation
Building 77
141 Flushing Avenue, Suite 801
Brooklyn, New York 11205
Attn: General Counsel

If to the Artist:

[_____]
[_____]
[_____]

Or such other address as either Party shall designate by notice in accordance with this paragraph.

Notices shall be deemed given five (5) days after mailing except that notice of change of address shall be effective only from the date of its receipt.

24. Subject Headings. The subject headings of the paragraphs of this Agreement are included solely for purposes of convenience, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.
25. Construction. Artist has been given the opportunity to be represented in the negotiation of this Agreement by counsel of its choice. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party who had initial or primary responsibility for drafting this Agreement.
26. Counterparts. For the convenience of the parties, any number of counterparts of this Agreement may be executed, and each counterpart may be delivered by electronic means. All such counterparts so executed shall, when taken together, be deemed to constitute one agreement binding on the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

BROOKLYN NAVY YARD
DEVELOPMENT CORPORATION

[_____]
ARTIST

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

ARTIST PROPOSAL AND DESCRIPTION OF WORK

[to be inserted]

EXHIBIT B

SCHEDULE

[to be inserted]

EXHIBIT C

WAIVER OF RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, _____, have created the following art work:

(specifically identify the work)

The above-described work may be considered to be a “work of visual art” subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am the author of the work(s) described herein, and am authorized to waive the rights conferred by §§106A(a)(2) and (3), in accordance with the waiver provision of 17 U.S.C. §106A(e).

As author of the above-described work, I hereby permanently waive any rights that I may have with respect to the above-described work pursuant to 17 U.S.C. §106A(a)(2) and (3) in the circumstances set forth in paragraph 10.a.(iv) of the Artist Agreement (as such agreement is being entered into between myself and Brooklyn Navy Yard Development Corporation, and into which agreement this exhibit is incorporated), *i.e.*, in the event that the deinstallation and/or removal of the Work from the Project Site under such circumstances subjects the Work to any distortion, mutilation, modification or destruction. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1).

_____	_____
Artist	Date

EXHIBIT D

BNYDC RULES AND REGULATIONS

All entrants to the Brooklyn Navy Yard (BNY) must abide by the BNYDC Rules and Regulations (the “Rules”) set forth below and such further Rules and Regulations that BNYDC shall from time to time adopt. Notice of such additional Rules or Regulations shall be given in such manner as BNYDC elects. BNYDC reserves the right to exclude violators of the Rules from use of BNY and/or BNYDC buildings or equipment for the safety of all BNY users. Vehicles violating the following Rules and Regulations may be issued violations or towed at owner’s expense. Where BNYDC’s consent is required, such consent may be granted or withheld in their sole and unfettered discretion.

1. Identification and Access

- a. Consultant must carry a current identification card issued by Brooklyn Navy Yard Development Corporation Security (BNYDC Security). Identification cards must be presented to BNYDC Security officers upon entrance to the BNY and upon request by BNYDC Security or other employees of BNYDC. Upon termination of contract all identification cards must be surrendered to BNYDC Security.
- b. Temporary users of the Brooklyn Navy Yard including contractors, consultants and temporary employees must present evidence of their contractual relationship with the Consultant that includes a termination date to receive a temporary identification card. Temporary identification cards must be surrendered to BNYDC Security on or before such termination date.
- c. All entrants to the Brooklyn Navy Yard must stop at the BNYDC Security gates and present identification and may be subject to search by BNYDC Security. Consultant must register the names of any guests with BNYDC Security prior to entry. Consultant shall be responsible for all people it registers and shall be liable to BNYDC for all acts of such people. No person under the age of 16 will be admitted to the BNY unless accompanied by an adult.

2. Traffic and Driving

- a. The speed limit within the Brooklyn Navy Yard is 25 miles per hour. Stop signs shall be obeyed, and the use of directional signals is required.
- b. All driving regulations that apply on City streets apply within the BNY.
- c. All vehicles admitted to the BNY must have unexpired vehicle registration and inspection stickers.
- d. Consequences for violation of the traffic and driving policies are as follows:

1st Infraction - Warning

2nd Infraction - Warning

3rd Infraction - Driving Privilege suspended for two weeks – I.D card de-activation for vehicles. (Note: ID card will not be confiscated for driving infractions, and may continue to be used for pedestrian and bicycle access.)

- e. Violations over two years old will be removed from BNYDC records.

3. Parking

- a. If the Consultant wishes to park in the BNY, they must register their vehicles with BNYDC Security. BNYDC will distribute parking stickers for registered vehicles which must be

displayed and visible through the vehicle's windshield. Parking stickers are not transferable to other vehicles and must be surrendered upon termination of lease, sublease or employment.

- b. Visitors who wish to park in the BNY must request a temporary parking pass which must be displayed on the dashboard visible through the windshield when the vehicle is parked.
- c. Parking at the BNY is only permitted on days that the vehicle owner or operator is working in or near the BNY. Longer-term parking, including overnight or weekends when the driver is not working in or near the BNY, vacations, holidays and long-term truck or fleet parking is not permitted except by arrangement with the BNYDC leasing department.
- d. Consultant shall not park nor shall Consultant allow the parking of delivery vehicles in such a manner that interferes with the use of any driveways, travel lanes, loading areas, pedestrian walks/crosswalks or building entrances.
- e. Consequences for violation of the parking policies are as follows:

Vehicles may be towed without warning if parked within an emergency access area.

For other parking infractions:

1st Infraction – Warning, by phone and/or email

2nd Infraction – Warning, by phone and/or email

3rd Infraction – Tow or boot + Fee

Fees will be processed as follows:

- \$100.00 for regular passenger vehicle towing or boot (immobilization device)
- \$300.00 for truck/heavy duty towing
- \$25.00/day storage fee beginning 48 hours after towing

- f. Violations over two years old will be removed from BNYDC records

4. Use of Premises, Building, and the Brooklyn Navy Yard

- a. No sidewalk, entrance, driveway, passage, court, elevator, vestibule, stairway, corridor or hall shall be obstructed or encumbered by Consultant or used for any purpose other than for ingress or egress from the Premises, and for delivery of merchandise or equipment in a prompt and efficient manner, using elevators and passageways designated for such delivery by Landlord.
- b. Consultant shall not use the water and wash closets and plumbing fixtures in common areas, if any, for any purpose other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other substance shall be deposited therein. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Consultant.
- c. No carpet, rug or other article shall be hung or shaken out of any window of the building; and Consultant shall not sweep or throw, or permit to be swept or thrown substances from the Premises, any dirt or other substance into any of the corridors of halls, elevators, or out of the doors or windows or stairways of the building, and Consultant shall not use, keep, or permit to be used or kept, any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to BNYDC or other occupants of the buildings by reason of noise, odors, and or vibrations, or interfere in any way,

with other tenants or those having business therein. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.

- d. No projections of any sort shall be attached to the outside walls of the building without the prior written consent of BNYDC.
- e. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by the Consultant on any part of the outside of the Premises or the Building, or on the inside of the Premises if the same is visible from the outside of the Premises, without the prior written consent of BNYDC, except that the name of the Consultant may appear on the entrance door of the Premises. In the event of the violation of the foregoing by the Consultant, BNYDC may remove same without any liability, and may charge the expense incurred by such removal to the Consultant.
- f. Consultant must, upon the termination of his or her contract, give BNYDC all keys to the Premises, including but not limited to offices, toilet rooms. In the event of the loss of any keys, Consultant shall pay to BNYDC the cost thereof.
- g. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the Premises only on available freight elevators, if any, and through the service entrances and corridors, if any. BNYDC reserves the right to inspect all freight to be brought into the building, and to exclude from the building all freight which violates any of these Rules and Regulations of the lease, of which these Rules and Regulations are a part. Repair of damage to elevators or building caused by Consultant or its employees shall be invoiced to the Consultant as Additional Rent. Passengers not transporting freight shall not use freight elevators.
- h. Consultant must request BNYDC's consent by written application to BNYDC no fewer than forty-five days in advance of events in the Premises for which 75 persons or more are invited or expected to attend. All approved events are subject to the Consultant's obligation to obtain all permits or certificates required by the Requirements. If Consultant intends to serve or sell liquor at an event in the Premises Consultant must abide by the Requirements. The use of indoor and outdoor common areas, including for the serving and consumption of alcohol is only permitted with written permission of BNYDC.
- i. Consultant shall not bring, or permit to be brought or kept, in or on the Premises, any flammable, combustible, explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in, or emanate from, the Premises, without written permission from BNYDC. Consultant shall be liable for and shall be in compliance with all local, state, and federal law regarding the storage, use, disposal and any spill or discharge of hazardous materials including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601, et seq.
- j. Consultant shall not use the Premises in a manner which disturbs or interferes with other tenants in the beneficial use of their premises.
- k. All dogs brought into the BNY must be on a leash at all times. Consultant is responsible for cleaning up any related waste, including in planted areas.
- l. Open flames and barbecues are prohibited in the Brooklyn Navy Yard.
- m. The Brooklyn Navy Yard is an industrial park and, as such, no living quarters are permitted therein.

- n. Without BNYDC's consent, Consultant shall not use any area within BNY outside the Premises for the sale or display of any merchandise, for solicitations or demonstrations or for any other business, occupation, undertaking or activity.
- o. Consultant shall keep all entrance doors and windows in the Premises locked when the Premises is unoccupied.

5. Cleaning and Solid Waste

- a. Consultant shall maintain all portions of the Premises, including the windows and any passageways adjoining the same, in a clean and orderly condition free of trash, ashes, dirt, debris, and obstructions.
- b. Consultant shall not place any personal property, trash, or abandoned property in any part of the Building or the BNY outside the Premises without the written consent of BNYDC.
- c. In order to ensure the clean, orderly and efficient operation of the Building and to reduce carting costs, Consultant is encouraged to participate in BNYDC's comprehensive waste and recycling management program. Under such program, Consultant will contract with the waste carting service designated by BNYDC for the Building directly. Such waste carting service agreement must be terminable at will upon 30 days' notice to Consultant by BNYDC that the waste carting service was designated by BNYDC. Consultant shall pay directly to such designated waste carting service the cost of removal of any of the Consultant's waste from the Building. Bills for the same shall be rendered by the designated hauler to the Consultant, and shall be due and payable thereunder. If such bills become overdue, such overdue amounts shall be deemed to be, and be paid to BNYDC as Additional Rent. If Consultant chooses not to participate in BNYDC's program, Consultant may contract for waste removal independently.
- d. Consultant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations, of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Consultant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law.
- e. Consultant shall pay all costs, expenses, fines, penalties or damages that may be imposed on BNYDC or Consultant by reason of Consultant's failure to comply with the provisions of this Rule 4, and, at Consultant's sole cost and expense, shall indemnify, defend and hold BNYDC harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to BNYDC.
- f. Consultant shall place all wooden pallets in the area designated by BNYDC.

EXHIBIT E

PAYMENTS

[to be inserted]

EXHIBIT F

INSURANCE REQUIREMENTS

[For purposes of this Exhibit, “Contractor” shall mean Artist.]

The following is minimum acceptable insurance coverage requirements the Services:

I. Insurance Requirements:

- A. Commercial General Liability Policy issued on an Occurrence form with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Coverage shall include endorsements for: Products/Completed Operations; Underground Hazards where applicable; Contractual Liability for tort liability assumed under contract, Personal Injury; Waiver of Subrogation; Policy Aggregate shall apply on per project basis; Mobile Equipment if such equipment not subject to any motor vehicle statutory law.

Additional Insured endorsement as per Insurance Services Organization (a/k/a ISO) form CG 20 10 07 04 Additional Insured Scheduled Organization and form CG 20 37 07 04 Additional Insured – Completed Operations. Such endorsement shall include BNYDC and any other designated party as Additional Insured, as required by written contract to which this Exhibit is attached and part of.

There shall be no coverage restrictions or coverage exclusions on the General Liability Policy pertaining to, but not limited to: gravity related injuries, unsafe workplace, injuries sustained by employee of Contractor or sub-contractor, Third Party over type actions, construction operations, and construction activity.

The insurance procured by the Contractor shall be primary and non-contributory to any other insurance that may be in effect.

- B. Statutory Workers Compensation Policy and Employer’s Liability Policy of \$1,000,000 for work operations in State where project work is performed, including any applicable other states coverage endorsement.
- C. Automobile Liability Insurance Policy for Bodily Injury and Property Damage in the amount of \$1,000,000 per occurrence covering all owned, non-owned, hired, borrowed vehicles subject to statutory motor vehicle law.¹

¹ This required coverage applies to vehicles owned by Contractor. It does not apply to personally owned or leased automobiles used for commuting or transportation to and from the Brooklyn Navy Yard by employees, agents and invitees of Contractor.

- D. The following are to be included as additional insured(s) for coverage required in sections A and C. Each additional listed below shall be issued a separate Certificate of Insurance.

Certificate Holder

Brooklyn Navy Yard Development Corporation
Building 77
141 Flushing Avenue, Suite 801
Brooklyn, New York 11205

And as Additional Insureds:
Brooklyn Navy Yard Development Corporation
City of New York

Certificate Holder

City of New York
c/o City of New York Department of Small Business Services
One Liberty Plaza, 165 Broadway
New York, NY 10006

And as Additional Insureds:
City of New York
Brooklyn Navy Yard Development Corporation

- E. A Certificate of insurance using the ACCORD 25 form is to be provided to the Additional Insured and the Certificate must specifically include a copy of the stipulated additional insured endorsement as required in Section A. Certificate Holder must be notified of any cancellation, non-renewal or material modification of existing policy. Notice is to be received 30 days prior to any change in status. In addition to ACCORD 25 form, a completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 form) shall be provided.
- II. If the Contractor utilizes the services of subcontractor for work performed, the same provisions of this Insurance Requirement Exhibit shall be required of those parties. It is the sole responsibility of the Contractor to maintain compliance of such.
- III. Insurance coverage shall be maintained with responsible insurance companies licensed and admitted to do business in the State of New York and such companies shall have an A.M. Best Rating of A-VII. If a Non-Admitted Insurance Company is used, an AM Best rating of A- shall apply.

IV. Any self-insured insurance retentions and, or any deductibles utilized on any of the above required insurance coverage is the sole responsibility of the Contractor, and Contractor agrees to satisfy those retention and or deductible obligations directly with their insurance company.

V. The policies required hereunder shall contain the following provisions:

“A. Notices from the insurer (the “Insurer”) to BNYDC (“BNYDC”) and the City of New York (the “City”), in connection with this policy, shall be addressed to the General Counsel, BNYDC, at Building 77, 141 Flushing Avenue, Suite 801, Brooklyn, New York 11205 (with a copy to BNYDC’s Deputy General Counsel at the same address);

B. The Insurer shall accept notice of accident from BNYDC or the City, within 120 days after receipt by an official of such Additional Insured (as identified above) of notice of such accident as valid and timely notice under this policy;

C. The Insurer shall accept notice of claim from the City within 120 days after such claim has been filed with the Comptroller of the City and notice of claim from BNYDC, within 120 days after receipt by such party as valid and timely notice under this policy;

The Insurer understands and agrees that notice of accident or claim to such Insurer by any one of the following entities shall be deemed notice by all under the policy:

Contractor; or

BNYDC; or

The City; or

Any other Additional Insured.

E. This policy shall not be canceled, terminated or modified by the Insurer or Contractor unless 30 days prior written notice is sent by registered mail to BNYDC or the City, nor shall this policy be canceled, terminated or modified by the Contractor without prior written consent of BNYDC;

F. The presence of engineers, inspectors or other employees or agents of Contractor, BNYDC or the City at the site of the Services performed by Contractor shall not invalidate this policy of insurance;

G. Violation of any of the terms of any other policy issued by the Insurer to Contractor or a subcontractor of Contractor shall not invalidate this policy; and

H. Insurance, if any, carried by BNYDC, the City or the Additional Insureds will not be called upon to contribute to a loss that would otherwise be paid by the Insurer.”