



THE FOUNTAIN
GALLERY OF ART

TOM FAWKES

BORN: 1941, Rochester, New York

ACADEMIC PREPARATION:

Cranbrook Academy of Art, M.F.A. painting 1965
Rochester Institute of Technology, B.F.A. design 1963

EXPERIENCE:

Museum Art School, Portland, Oregon 1972 to present
University of Oregon, assistant professor of painting,
drawing and graphics 1968-72
University of Wisconsin-Milwaukee, Instructor of
painting and drawing 1965-68

ONE-MAN SHOWS:

Fountain Gallery, Portland, Oregon	1976
Linda Farris Gallery, Seattle, Washington	1975
Fountain Gallery, Portland, Oregon	1974
Lane Community College, Eugene, Oregon	1972
Eastern Washington State College	1972
Contemporary Crafts Gallery, Portland, Oregon	1971
Seattle Pacific College, Washington	1971
Kaleidoscope Gallery, Cannon Beach, Oregon	1970
Museum of Art, University of Oregon, Eugene	1969
Mommel Galleries, Milwaukee, Wisconsin	1967
Wisconsin State University, Oshkosh	1967
Brynwood Country Club, Milwaukee, Wisconsin	1966

GROUP EXHIBITIONS:

Mountain High, Timberline Lodge, Oregon	1977
Artists of Oregon, Portland Art Museum	1976



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GROUP EXHIBITIONS: continued

"In Touch", Lucy Lippard Exhibition, Portland Center for the Visual Arts	1976
Paperworks 1975, Portland, Oregon	1975
"Containers", Contemporary Crafts Gallery, Portland, Oregon	1974
Northwest Annual Artists Exhibition, Seattle, Washington	1975, 1976
Artists of Oregon, Portland Art Museum	1975
Views from the Northwest, California State University at Fresno	1975
Oregon Artists Under 35, Portland Art Museum	1974
Bodycraft, Portland Art Museum	1973
Grand Galleria Show, Seattle, Washington	1973
Invitational Drawing Show, Oregon State University, Corvallis	1973
Bumbershoot Festival, Seattle Center, Washington	1975
Paperwork '72, Portland Art Museum	1972
Crockery Shed Gallery, Bellevue, Washington	1972
Invitational painting show, Morningside College, Sioux City, Iowa	1972
American Crafts Council Northwest Exhibit, Seattle, Washington	1972
Michigan Artist-Craftsmen, Detroit Institute of Art	1971
Oregon College of Education, Annual Invitational Exhibition	1971, 1972
Object Makers '71, University of Utah, Salt Lake City	1971
Maude Kerns Art Center, Eugene, Oregon	
Oregon Artists '70, Portland Art Museum	1970
Wisconsin State University-Oshkosh, invitational drawing show	1970
Wisconsin Painters and Sculptors, Milwaukee	1968
Broadway Gallery, Milwaukee	1967
Bradley Gallery, Milwaukee	1967
Wisconsin Salon of Art, Madison	1967
The Society of Four Arts, Palm Beach, Florida	1966, 1967
South Dakota State University Invitational, Brookings	1966
Burpee Art Center, Rockford, Illinois	1966
Schuman Gallery, Rochester, New York	1965
Potsdam National Printmakers Show, New York	1964
Springfield College National Printmakers Show, Massachusetts	1964



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GROUP EXHIBITIONS:

National Graphic Arts-Drawing Exhibition, Wichita, Kansas	1964, 1965
Northwest Printmakers, Seattle, Washington	1964
Everson Museum of Art, Syracuse, New York	1962

AWARDS:

N.E.A. Fellowship Grant \$7,500.00, 1977
\$500.00 Jury Award, Artists of Oregon, Portland
Art Museum 1975
Cash award, Oregon College of Education, Monmouth 1971
Faculty Research Grant, University of Oregon, Eugene,
Summer 1970

JUL 5 REC'D

JUL 3 1979

AGREEMENT BETWEEN THE CITY OF PORTLAND
AND THE ARTIST

THIS AGREEMENT is dated the 11th day of June, 1979, and is between the CITY OF PORTLAND acting by and through the Metropolitan Arts Commission (City), and Thomas Fawkes, (Artist), 3137 N. W. Thurman, Portland, Oregon 97210, 243-2397.

RECITALS:

1. Multnomah County and the City of Portland have by agreement established the Metropolitan Arts Commission in order to promote the arts within the City of Portland and Multnomah County. The Commission has recommended to the County and the City that the services under this agreement will aid in promoting the arts.
2. City desires to engage the Artist for the original creation of a work(s) of art.
3. Artist has assured the City that he/she has available to him the time, materials and facilities necessary to create the proposed work.
4. Both the City and the Artist wish the integrity and clarity of the Artist's ideas and statements in the Work to be maintained.

NOW, THEREFORE, the parties agree as follows:

1. Description of Work. Artist shall create and present to the City for acceptance 1 acrylic polymer painting on canvas, approximately 72" X 72" in size.
2. Delivery of Work. Artist shall complete the Work and present it to the City (or install for the City) at a place convenient to the City on or before the 1st day of September, 1979.
3. Payment schedule and amount. Artist shall be reimbursed in the amount of \$2,100 upon installation of the painting.
4. Rights of Artist. Artist's rights under this contract are for the period commencing with its date and continuing through a sale of the work by the City or the death of the Artist, whichever comes first.

5. Guarantee. This agreement is personal to the Artist and Artist hereby covenants that the Work shall be his original creation.
6. Installation and Use. The Work(s) shall be appropriately installed by the Artist at a site selected by the City in consultation with the Artist and frequented and open to the general public.

The Metropolitan Arts Commission has the responsibility of determining sites for works created in the program and, in so doing, may seek the advice of the Artist(s) and the community.

If a Work(s) is designed for a specific site by the Artist and placed in that site with the approval of the Commission, the Artist will be notified if the Work is relocated. If a Work is not designed for a specific site, the Artist will be advised of the initial location of the Work.

At the completion of the Work(s) created under this contract, the Artist is required to submit to the Metropolitan Arts Commission, an evaluation form which specifically describes the Work(s) completed and 2 slides of the completed Work(s). This 2 part evaluation form shall be submitted concurrently with the final invoice.

7. Non-destruction/Alteration/Maintenance. The City agrees that it will not intentionally destroy, damage, alter, modify or change the Work in any way whatsoever. If any alteration of any kind occurs to the Work whether such change is intentional or accidental and whether done by the City or others, then the Work will no longer be represented to be the Work of the Artist without his/her written consent. The City agrees that it will not knowingly permit the Work to be destroyed, damaged, or modified and will use reasonable effort to assure that it is properly maintained.
8. Repairs. All repairs and restorations which are made during the lifetime of the Artist shall have his/her prior approval. To the extent practical, he/she will be given the opportunity to accomplish said repairs and restorations at a reasonable fee.
9. Disposition. The City agrees that if it desires to sell the Work, the City shall first obtain a bona fide written offer to buy from a third party at a price and on such terms as the City is willing to accept, and shall give the Artist the first right to purchase the Work at the same price and terms.
10. Waiver. The Artist agrees to notify the City Auditor of changes in his/her address by a letter referencing this contract. If the Artist has not notified the City Auditor of his/her current address and the City is unable to locate the Artist after reasonable effort, the Artist's rights hereunder shall be deemed to have been waived.
11. Records. The City agrees to maintain on permanent file a record of this agreement and of the location, condition and disposition of the Work(s).

TERMINATION:

This contract may be cancelled by either party upon giving thirty (30) days written notice for any willful failure or refusal on the part of either party to perform faithfully the contract according to its terms.

In such event all finished or unfinished documents, data, studies, drawings, maps, models, photographs, reports or other items, materials, or documents prepared by the Contractor under this contract shall at the option of the City become its property and the Contractor shall be entitled to receive reimbursement for costs incurred in performance of all work satisfactorily completed hereunder.

ASSIGNABILITY:

The Contractor shall not assign any interest in this contract and shall not transfer any interest in this contract without prior written consent of the City.

LEGAL PROVISIONS:

1. The Contractor shall make payment promptly as due to persons supplying services for the prosecution of the work provided under this contract.
2. The Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of labor furnished.
3. The term "Approved by the City" means the written approval of the Commissioner in Charge.
4. In performance of this agreement, the Contractor agrees not to make any expenditures unless such expenditures are provided for in the budget (Exhibit "A").
5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

CITY OF PORTLAND

BY _____
Mayor

BY _____
Commissioner of Public Affairs

BY _____

Approved as to form:

_____ Title

City Attorney

ORDINANCE No. 147926

An Ordinance authorizing an agreement with Thomas Fawkes at a cost of \$2,100 to provide one acrylic painting on canvas; with Carl Morris at a cost of \$5,000 to provide one acrylic painting; with Louis Bunce at a cost of \$4,500 to provide one oil on canvas painting, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That the City of Portland and Multnomah County have established the Metropolitan Arts Commission in order to promote and encourage public programs to further the development and public awareness of, and interest in, the performing and visual arts.
2. That Thomas Fawkes is an individual providing quality paintings and he has the experience and expertise to provide for the City one acrylic polymer painting on canvas, approximately 72" X 72" in size, and Exhibit "A" is an appropriate form of agreement for said purpose;
3. That Carl Morris is an individual providing quality paintings and he has the experience and expertise to provide for the City one painting of acrylic on linen, approximately 72" X 72" in size, and Exhibit "B" is an appropriate form of agreement for said purpose;
4. That Louis Bunce is an individual providing quality paintings and he has the experience and expertise to provide for the City one painting, oil on canvas, approximately 68" X 96" in size, and Exhibit "C" is an appropriate form of agreement for said purpose.

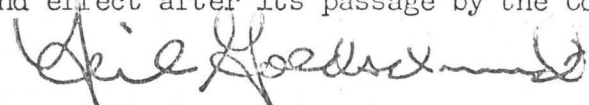
NOW, THEREFORE, The Council directs:

- a. The Mayor and Commissioner of Public Affairs to execute on behalf of the City a contract similar in form to Exhibit "A" with Thomas Fawkes, 3137 N. W. Thurman, Portland, Oregon 97210, Attention: Thomas Fawkes; with Carl Morris, 919 N.W. Skyline Blvd., Portland, Oregon 97229, Attention: Carl Morris; with Louis Bunce, 1800 S. E. Harold Street, Portland, Oregon 97202, Attention: Louis Bunce.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Thomas Fawkes in an amount not to exceed \$2,100, Exhibit "B" for Carl Morris in an amount not to exceed \$5,000; Exhibit "C" for Louis Bunce in an amount not to exceed \$4,500; all to be charged to Metropolitan Arts Commission (37500020) Miscellaneous Services (260).

Section 2. The Council declares that an emergency exists because a delay in proceeding with the contracts may unnecessarily deprive the citizens of Multnomah County and the City of Portland of the services being provided; therefore, this Ordinance shall be in force and effect after its passage by the Council.

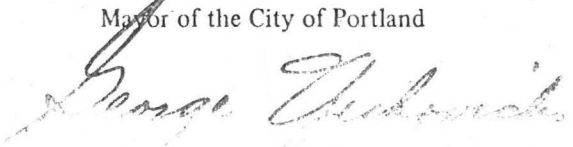
Passed by the Council, JUN 20 1979

Commissioner Schwab
June 12, 1979
Gladys Bricker
37500020:260



Mayor of the City of Portland

Attest:



Auditor of the City of Portland