

THOROLD PUBLIC LIBRARY BOARD

Policy Manual

Policy No: 23-002

Date: November 15, 2023

Motion: 23-11-04

Year of Next Review: 2027

Art Exhibitions Policy

Thorold Public Library recognizes its role as a place of inspiration to the community. Exhibition space is available for local craft and art displays from Artists at all stages of their careers. Special consideration is given to local Artists and artisans, but non-local exhibitions of significant interest (as determined by the Chief Librarian and/or designate) are also shown.

This policy outlines the roles and responsibilities of Library Staff, and establishes the conditions within which the Thorold Public Library supports display space for local community Artists and groups.

The policy forms part of a contract with the Artist (collector).

1. Exhibition

The Artist (Collector) _____ (hereinafter referred to as the Artist) will provide the Thorold Public Library (hereinafter referred to as the Library) with work to be exhibited by the Library.

The Contact Information of the Artist (Collector):

Name:
Address:
Phone:
Email:

Artists must adhere to the following content guidelines both when submitting and throughout the duration of the exhibit. Submissions found in violation of these guidelines

may be dismantled or declined. Submitted and accepted pieces may not include the following:

- a. Political imagery and messaging
- b. Depictions of graphic content not suitable for all ages
- c. Art existing in contravention of federal or provincial laws and regulations, or municipal by-laws
- d. Advertisements or solicitation for recruitments or fundraising

All submissions must fit within a series of display considerations to be accepted, such as:

- a. Available display space
- b. Alignment with provided art themes
- c. Size, weight, and dimensions
- d. Compatibility with the Library's hanging system

2. Venue

The work will be exhibited in the Library or behind the Service Desk or in the Display Window or a combination of the above during the Library's hours of operation.

3. List of Work

1. 60 days prior to opening, in consultation with the Chief Librarian and/or designate, the Artist will provide a List of Works to be included in the exhibition.
2. Use a separate page to list the work and include the following information for each piece: title, date, medium, dimensions, credit line and value.
3. Any exceptional physical considerations regarding care, handling and/or conservation as well as public safety and security must also be identified. All works still in progress must be itemized. This list forms a part of this contract.

4. Responsibilities of Library Staff

1. To educate the public in the field of art in ways that engage the community.
2. To initiate, receive and review applications from Artists, artisans, and to book exhibitions and performances in the exhibition and display areas of the library on an ongoing basis
3. To make recommendations, from time to time, for permanent acquisitions of artwork for the library's permanent collection
4. To initiate and maintain an effective and ongoing working relationship with local and area art groups
5. To create and review a long-range plan to maximize use of the Library display space
6. Funds raised through Art Exhibition may be used to support further library activities, with the authorization of the Library Board

7. To inform the Artist of any loss, damage or deterioration to art work. Any notice shall be deemed sufficient if mailed to the Artist at the included address.

5. Delivery, Installation and Return of Work

1. The Artist is responsible for delivery of the work to the Library and for paying the related transportation costs. Condition will be recorded as a physical state
2. All works will be finished and suitable for display (including matting, framing, etc., if applicable) unless other arrangements have been made and agreed with the Library. Works in progress will be exhibited only by prior agreement
3. Work must be prepared and ready to hang upon arrival, as there is no storage space available
4. Exhibitions will be on display for a stated period of time as specified in the art exhibition policy and contract, and at the discretion of the Library
5. Artists must use the Library's hanging system to display their work. Nails cannot be used under any circumstances. Work must be prepared and ready to hang upon arrival, as there is no storage space available
6. For health and safety reasons, any use of a ladder required to hang the installation must be done by the Public Services Librarian or a Library Board employee. When a ladder is not required, the Artist(s) are responsible for hanging their work, with the assistance of Library staff, during the agreed scheduled times
7. Exhibitors will be responsible for replacement costs of any missing components at the time of closing inventory
8. Condition of the work will be verified immediately following the hanging process and immediately preceding the takedown by the Chief Librarian and/or Public Services Librarian and the Artist
9. The Library will work with the Artist (Collector). In the event of any disagreement over aspects of presentation, the Librarian reserves the right to make the final decision
10. The Library is not responsible for additional installation costs
11. The Artist (Collector) is responsible for arranging the collection of all work with Library Staff included in the exhibition immediately following the closing of the exhibition. The Artist (Collector) will make collection arrangements with the Chief Librarian and or designate. Any orphaned art left at the Thorold Public Library for 45 days past the display end date will be donated or destroyed by Thorold Public Library.

6. Insurance and Security

1. The Library is not responsible for the insurance and security of the works on site. The Library is a public community space. As such, it cannot guarantee the security of the artwork.
2. The Artist (Collector) will be responsible for the insurance, safety and security of the work.
3. If the Artist does have insurance, they are to provide proof of insurance.

7. Publicity

1. The Library will assist with publicity of the exhibition. (See 3. List of Work). Publicity may include but is not limited to: an 'art opening' program, a post on the library's website and social media posts for the length of the art exhibit.
2. The Library reserves the right to document the work and its presentation for publicity, educative, interpretive and archival purposes in accordance with our mission, and will not use, publish, or distribute any subsequent representations of the Artist's (Collector's) work without the Artist's (Collector's) specific permission.

9. Finances

1. Artists or groups showing the area behind the Service Desk or Display Window or inside the Library proper or a combination of the above, are charged a commission.
2. A commission of twenty percent (20%) is payable to the Thorold Public Library from any work sold during an exhibition. If a work is sold, a 20% commission is due to the Library within 2 weeks of the item sold date.
3. Not-for-sale works intended for inclusion in the exhibition must be noted on the application form. The Library reserves the right to limit the number (or percentage of the whole) of not-for-sale works.
4. Fees and commission may be waived at the sole discretion of the Chief Librarian.
5. The Artist is responsible for paying the Library their commission. At the time of payment to the Library, the Artist will provide the Library with a list of titles of artwork sold and the commission from each
6. The Artist is responsible for submission of any federal or provincial taxes issued from the sale of their work.
7. All sales of work from the exhibition are the sole responsibility of the Artist or designated agent and must be negotiated directly between the Artist/agent and the interested buyer. The Library will provide access to a price list to the visiting public and contact information of the Artist (Collector). So that the Library may maintain an accurate price list, the Artist will provide the Library with an itemized price list for the work and will keep the library apprised of sales in a timely

manner. The Artist and/or their clients will be responsible for their own delivery arrangements after the period of exhibition.

8. The Library will provide access to a price list to the visiting public and contact information of the Artist, but will have no other part in the sale of work.

10. Terms and Conditions

1. A group or individual is limited to one exhibition per year, for a period of up to 3 (three months) unless otherwise permitted by the Chief Librarian and/or designate
2. While we do not censor content, any work that is deemed, at the discretion of the Chief Librarian and/or designate, to be in violation of copyright law will not be permitted to be shown at the Library. Should a member of the public call into question the suitability or content of a piece of work or exhibit, it will be reviewed by the Chief Librarian, and ultimately the Library Board.
3. Work that has been accepted for exhibition must stay in the Library for the entire duration of the exhibit; however, exceptions may be made to allow work to be removed for out-of-town purchasers. The Artist will be permitted to fill the vacant space with another piece, if desired, with the approval of the Chief Librarian and/or designate.
4. The Artist(s) agrees that the Library has the right to photograph the Artist(s) and their work for publication, promotion, and documentation.

11. Attachments

The following information, provided by the Artist (Collector), is attached to and forms part of this contract:

1. List of Work
2. Brief Artist's biography
3. Confirmed itemized list of insurance values (if insured by Artist (Collector))

12. Disclaimer, Release and Indemnification:

(a) I understand it is my responsibility to obtain adequate insurance coverage for the full replacement value of my artwork and that Thorold Public Library, Thorold Public Library Board, Thorold Public Library Staff, Corporation of the City of Thorold and their staff are not responsible in any way for any deductible amount required by my insurer should I sustain a loss while my artwork is on display at the Library.

(b) I agree that I shall have no claim against the Library, Thorold Public Library Board and their staff, Corporation of the City of Thorold and their Staff, for loss or damage to my artwork while it is being set up and taken down.

(c) I agree that Thorold Public Library, Thorold Public Library Board, Thorold Public Library Staff, Corporation of the City of Thorold and their staff will not be liable for loss

or damage to my artwork due to or resulting from normal wear and tear, a pre-existing flaw or condition, or willful misconduct or negligence by me.

(d) To verify its condition at time of delivery, I agree that I will deliver the object(s) to the Library and be responsible for both hanging and dismantling. Any art that requires higher than a 3-step ladder will be hung by Thorold Public Library Board employees.

(e) I hereby agree to indemnify and save harmless Thorold Public Library, Thorold Public Library Board, Thorold Public Library Staff, Corporation of the City of Thorold and their staff for injury, death, property damage or any other loss sustained by them or a third party as a result of my negligence while my artwork is being set up, taken down or on display.

(f) In the event that any part of this agreement on the part of the Artist (Collector) or the Library will be prevented by an Act of God, physical disability, the acts or regulations of duly constituted public authorities, strike, civil tumult, war, epidemic, interruption or delay of transportation service or other cause beyond their control, each will be relieved of their obligations hereunder during the period such prevention exists. It is understood and agreed that there will be no claim for damages by either party of this agreement.

I hereby acknowledge that I have read and fully understand the terms and conditions of this agreement:

Length of Loan: from _____ to _____

Printed Name of Artist/Collector: _____

Signature of Artist/Collector: _____

Date: _____

Signature of Chief Librarian and/or Designate: _____

Date: _____

Related Documents:

Fundraising Policy