

EXHIBITION AGREEMENT FOR MEADOWS BRANCH LIBRARY

Application Process

A selection committee will review the applications based on: 1) Creativity; how dynamic the installation will be in addressing the needs of the call, including participatory elements 2) Feasibility; the qualifications of the applicants and ability to carry out the work proposed, 3) Community connection; topics addressed are relevant to local community and include collaboration with local individuals/organizations.

Exhibition Agreements

The exhibitor (whether individual artist, artist's agent, or organization) is required to read and sign a copy of this Exhibition Agreement. An exhibition is not considered confirmed until this signed agreement is returned.

Delivery of Artwork

Exhibitors are responsible for delivery and pick up of all materials and artwork for the exhibit and assume all costs and risks of shipping. Artwork drop-off and installation must be done during library hours only. Library staff have final decision on all aspects of installation. The library is not able to store loaned materials before or after the dates of installation and exhibition. Insurance of loaned materials is scheduled to begin and end on the dates specified in the exhibition agreement. Exhibitors are expected to be prompt in their delivery and retrieval of loaned materials.

Condition Assessment

Upon arrival and during the week of installation as works are unpackaged, Library staff will evaluate the condition of artworks. Any damage to materials will be noted and the exhibitor may be called upon to make repairs or offer other alternatives. As artworks are expected to be delivered installation-ready, wiring or other hanging systems will also be reviewed on 2D work. Any specialized instructions on 2D or 3D (regarding handling and/or installation) should be noted and communicated to library staff prior to delivery. If the exhibit coordinators are not the artists themselves, they will be expected to clearly communicate the hanging system requirements to all artists submitting work for the exhibit.

Curatorial Discretion

The Library reserves the right to refuse to exhibit, or remove from an exhibition any work or group of works that library staff deem unacceptable for any reason and at any time. Cause for removal may include (but is not limited to): a) poor craftsmanship, b) significant departure from proposal or design, c) factual error, d) safety and operational concerns, or e) violation of any City and County of Boulder Policy. Library staff reserve the right to refuse installation of any work that is deemed unsafe or potentially damaging to the gallery space. Exhibitor will be notified and have 48 hours to remedy display.

Installing Work

Library staff require a representative(s) from the applicant team to conduct the installation. If applicant is not able to install on their own, this must be indicated by checking the appropriate box at the end of this agreement to request more involved assistance. The Library will use reasonable care to guard against damage to loaned materials. It is understood that all tangible objects are subject to gradual inherent deterioration for which the Library cannot be held responsible. Exhibitor shall be responsible for damages that occur to the artwork or to the Library during installation. Damage to the gallery may include removing or chipping wall paint, holes in gallery walls, cracks or large scratches in display pedestals or plexiglass bonnets, damage to hanging system wires, hooks, or tracks. Price for repair of damages will be based on fees assessed by contracted painters or other repair people.

Exhibitors are expected to review the below diagram of the display case at Meadows which contains the dimensions of the space. The shelf in the middle of the case is glass and both the front and back of the case are also glass. This means that all displays must be planned to be seen from both the front and back of the case since library patrons will view it from both sides. The glass shelf also must be included in planning- it cannot support 3D artworks of significant weight. Library staff can supply exhibitors with a variety of small easels to support artworks. Installations that require unusual set-ups, including hanging from the ceiling should be noted in the application.

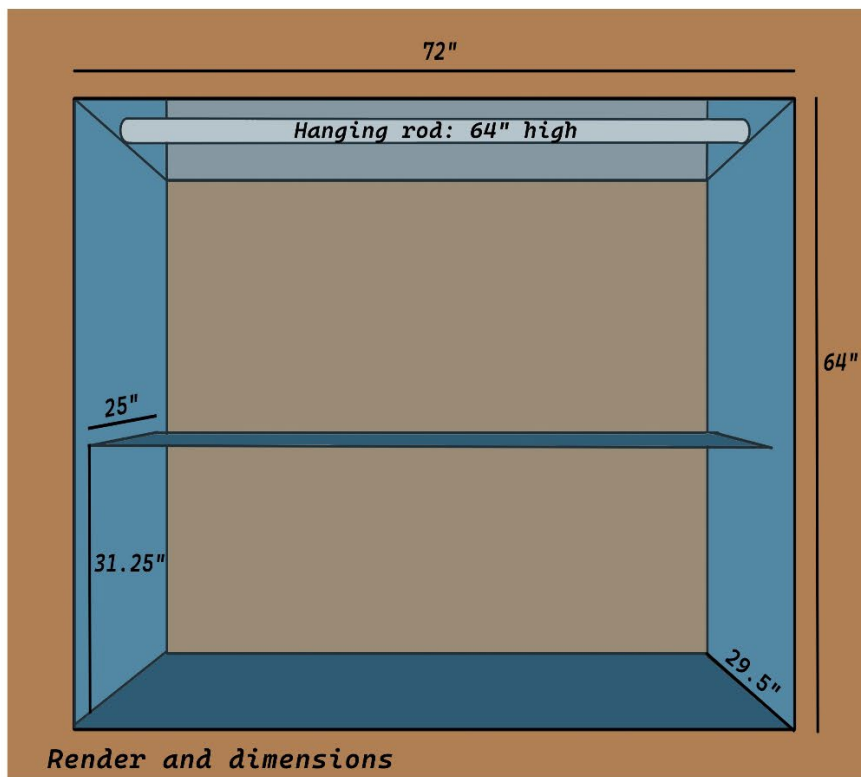


Small wooden easel for framed 2D artwork

Meadows Branch Display Case



Current Exhibition (2022)



Insurance

The exhibition agreement provides for insurance coverage of the Exhibitor's artwork while it is in place during the week of installation, the run of the show and the final day of dismantle.

This is the language of the exhibition agreement with regard to insurance: *The City of Boulder's insurance to cover temporary art exhibits at the Boulder Public Library is currently limited to \$150,000.00, with a \$1,000.00 deductible. Insurance of the artwork shall be the responsibility of the Library only when the Library has care, custody and control of the artwork from the time the artwork is safely delivered to the Library until the artwork is removed from the Library. The Library has the right to ask Exhibitor to provide secure display cases for works that are fragile and/or small. The Library has the right to refuse display of works deemed "tempting theft" or "breakable." The City's insurance contains exclusions and conditions such as for wear and tear, theft, breakage of fragile property, and adverse weather. By entering in to this agreement, Exhibitor acknowledges that final decisions regarding insurance shall be made by the City's insurance carrier. Under no circumstances is the City liable for lost profits or any other incidental or consequential damages. Except for a claim made against the City's insurance, Exhibitor agrees to hold the Library, the City of Boulder, its employees and agents harmless against any claim by Exhibitor for damage to the items in Exhibit A [list of materials loaned]. If Exhibitor elects to maintain separate insurance to cover the artwork, then Exhibitor must supply the Library with proof of insurance and Exhibitor's insurance will be deemed the primary insurance covering the artwork.*

Liability Waiver

If it is determined by the library staff that a particular artwork is in significant jeopardy for breakage and/or theft, that piece may either be removed from the show, or be re-installed in a different manner to minimize the risk. Artworks and installations that pose a risk to the public or the library building will not be allowed under any circumstances.

Labels and other graphics

Panel: Library staff will make the introductory panel for the exhibition at the Meadows Branch. FINAL content (text that includes the title, dates and description + any hi-res images/graphics) must be received at least three weeks prior to installation for staff to complete the design process. The library will pay for printing, or print in-house, as this is typically 11"x17" and put in an acrylic holder.

Labels: Labels are your responsibility. It is advised to print on cardstock (Avery type labels don't stick well, and often fall off, due to a slight texture on the walls). The library has adhesive squares available that work well to stick labels to the walls. Labels should include the artist, medium and title. These are typically 4.25"x2.5" (unless you have a longer description to include also) and a simple font like Arial is recommended (use font weights – regular, bold, italic, etc. as needed).

Maintenance

Depending on the proposal, some elements of an exhibition may require maintenance. Examples include making activities, comment boards etc. Library staff have very limited capacity to do daily checks in the space to restock items. Exhibitors should plan

maintenance into their workflow to ensure items on the ramp stay refreshed and in working order. Items not maintained may be removed.

Photography/ Use of Images

The Library may utilize photographs provided by the Exhibitor or take photographs of the exhibited artwork for use in promoting the exhibit, or for use at any time in the future to promote free cultural programming provided by the City of Boulder.

The Library cannot prevent and is not responsible for preventing members of the public or the media from photographing art displayed in the Library.

Publicity

Exhibitors are asked to submit 2-3 sentences describing the exhibition, along with 2-3 images representative of the exhibition as soon as possible. The library promotes exhibitions in its printed program booklet (print deadline at least four months out), online on social media, the library e-newsletter and on the library website. If exhibitors would like to do additional programming, please contact library staff for any logos and recognition information – gallery programs are funded by the Boulder Library Foundation.

Sales

The library is not a selling agent, nor does it take any commission from sales of exhibited materials. Purchases must be contracted directly between the potential buyer and the Exhibitor or a sales representative contracted by the Exhibitor. If an Exhibitor wishes to sell their works, a price list is supplied throughout the run of the show to allow patrons to contact the artist or agent. Purchased artwork is expected to remain in the gallery through the run of the show with release to patrons following the last publicized day of viewing in the gallery.

Technology

The library is a high-traffic, high-touch exhibition space and has limited staff capacity to assist with managing technology within exhibitions. Any technology elements should be discussed with library staff prior to installation. The library cannot provide items such as monitors, projectors etc. and may not have the ability to assist with re-booting embedded elements. The library does have one wireless directional speaker installed that makes audio components possible – however additional tech such as a laptop/iPad to run the audio files is the responsibility of the exhibitor. Please talk to library staff for more info.

Storage

The library is not able to provide storage before, during, or after an exhibition for artworks or packaging beyond what is being actively displayed in the exhibition. All art and affiliated supplies must be installed and on display in the gallery or removed from the Library as the responsibility of the exhibitor.

Risks

I, the undersigned understand and agree to the following:

1. I acknowledge that there are dangers and risks incurred as a result of participating in activities connected or associated with installing art exhibits; and I knowingly assume all risk for any injuries, death, damage or loss to my person, including but not limited to: falling down, tripping, bumping; back, bone, joint, head, neck, muscle or spinal injuries or strains; cuts, scrapes; choking; allergies; heat stroke, heat exhaustion, sunburn or other injuries; and/or any damage or loss sustained to my personal property.
2. In the event of any emergency, I authorize City of Boulder officials to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care, including ambulance transport. Further, I agree that I will be responsible for payment of any and all medical services rendered.
3. I agree to pay for any intentional damage sustained to City property as a result of my participation in activities. Payment shall be made directly to the City of Boulder within thirty days of receipt of damage invoice.
4. I waive and relinquish all claims I may have as a result of my participation as an art installer against the City of Boulder and its officers, agents, servants and employees. Further I agree to indemnify, defend and hold harmless the city of Boulder against any claims already made and claims that may be made in the future.
5. This Acknowledgement of Risk and Release is valid for a period of 1 year from the date executed below.

De-installation

De-installation should take place during regular library hours. No early removal prior to established date. Unless discussed prior to show and professional installer hired, all exhibitors are expected to complete de-installation and remove all hanging hardware. The library has no secure storage for artwork held temporarily. In addition, the insurance aspect of the exhibition agreement is scheduled to end on the indicated dismantle date.

Agreements:

- I understand the guidelines and risks listed above.
- I will need assistance with installation. (Library staff always bring out installation materials and orient presenters to the gallery hanging system, this box is to determine a need for more hands-on hanging assistance throughout the installation).
- I need the library to create graphics - including intro panel and title signage.

Dates of Exhibition (dates will be determined by exhibitor and Library staff prior to the signing of this agreement. Changes in these dates must be approved by staff):

Drop-off of artwork and installation (1-3 days): _____

Opening date of exhibition: _____

Closing date of exhibition: _____

De-installation (1 day) : _____

Signed _____ Date _____