



CITY OF LAFAYETTE

ART EXHIBIT POLICY

FOR THE LAFAYETTE LIBRARY AND LEARNING CENTER

Introduction

The City of Lafayette ("City") and its Public Art Committee ("Committee") extend an invitation to artists to exhibit their work at the Lafayette Library and Learning Center ("LLLC"). This Art Exhibit Policy is intended to provide guidelines for potential exhibitors and the Committee, and describe the exhibit space, selection process, exhibition procedures, and liability requirements.

For the purposes of this Policy, "exhibitor(s)" means an artist or artists, and "local exhibitor(s)" means exhibitors from the greater Bay Area - Alameda, Contra Costa, San Francisco, Santa Clara, Solano, Sonoma, Marin, San Mateo, and Napa Counties.

Mission Statement

The Mission of the Art Exhibit Policy for the LLLC is to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, visitors and employees. The Committee is committed to acquiring works of art for the LLLC of the highest aesthetic standards reflective of diverse social and cultural perspectives for the public benefit.

Exhibit Space

The public art exhibit space at the LLLC is located in the Community Hall Gallery ("Gallery"). The space consists of approximately 100 square feet of wall hanging space (the "Designated Space"). Requests to display three-dimensional works of art, or artwork in locations in the LLLC other than the Designated Space may also be considered at the Committee's discretion.

The Gallery is open to the public when there are public events occurring in the Community Hall. Additionally, the Gallery may be open at other times for public or private use by reservation through the Lafayette Library and Learning Center Foundation ("Foundation").

Application and Selection Process

Exhibitors interested in displaying artwork in the Gallery must submit a complete LLLC Gallery Exhibition Application and executed Art Gallery Release to the City. Applications may be submitted to the City at any time throughout the year.

The Committee will meet periodically to review submitted applications. Applications will be processed on a first come/first served basis, with scheduling priority given to local exhibitors and exhibitors who have not had an exhibit on display at the Gallery within the past two years. Criteria to be used when considering applications will include, but not be limited to the following:

- ♦ Adherence to this Policy's Mission Statement.
- ♦ Context of artwork: Works of art must be compatible in scale, material, form, and content with the Gallery.
- ♦ Durability of artwork: Consideration will be given to the structural and surface soundness and to inherent resistance to theft, vandalism, and weathering.
- ♦ Public safety and accessibility: Each work will be evaluated to ensure that it does not present a hazard to public safety and complies with all applicable building codes and accessibility requirements.
- ♦ Diversity: The Committee is committed to acquiring art works that reflect diversity in style, scale, media, and artistic sources as well as diverse cultural communities and perspectives.
- ♦ Duplication: To assure that the artwork will not be duplicated, the artist will be asked to warrant that the work is original.

In deciding the suitability of any work, the Committee is particularly mindful that the LLLC is used by all segments of the community and all age groups. Exhibits may not include obscene or pornographic materials. The Gallery will not be used for advertising a commercial enterprise or promoting political candidates. The views in the artwork exhibited are those of the artists and not those of the City, Committee, Contra Costa County Library, Foundation, Friends of the Lafayette Library, or the Lafayette Historical Society (the "LLLC Organizations"). The City Manager reserves final approval over any recommendation of the Committee.

Exhibition Procedures: Installation and Removal

The City will notify applicants after the Committee has considered their applications. Those exhibitors that are selected will coordinate the installation and removal of the exhibit with the City at the City's direction. The Committee may combine more than one exhibitor into one exhibit in its discretion.

All artwork must be suitably framed, and equipped with hanging apparatus (screw eyes and wire) that will enable the artwork to be installed on the Gallery's picture rail hanging system. Work that is fragile in nature or whose framing or display arrangement is of questionable durability may be rejected. Absolutely no nails, hooks, and/or mounting tape will be allowed to install any exhibit at the Gallery.

Exhibitors are requested to include a brief artist biography and artist statement that may be displayed by the City in connection with the exhibit. The exhibitor must provide a display card or label for each piece of art in the exhibit indicating the name of the work, artist's name and medium.

The exhibitor is responsible for the installation, maintenance and removal of the exhibit as scheduled with the City. The exhibitor assumes total responsibility for the transportation of all artwork to and from the Gallery on the dates coordinated for the installation and removal of the exhibit with the City. Additionally, the exhibitor will remove any damaged artwork, or artwork that the City otherwise directs the exhibitor to remove prior the termination of the exhibit within three days of the City's written notification to the exhibitor to remove such material. The City will not be responsible for storing any artwork exhibited at the LLLC at any time or for any reason. The City may dispose of any exhibit material that the exhibitor has not retrieved from the City within 10 days of the City's written notification to exhibitor to remove such material.

Exhibitors are encouraged to promote their artwork. The City may announce the exhibit on its website and/or through other means to inform the community. One or more LLLC Organizations may also promote the exhibit. The City will be permitted to photograph any work accepted in the exhibition, and to reproduce those photographs in any medium for publicity or other City purposes. The City may also authorize any third party to photograph any work accepted in the exhibition, and to reproduce those photographs in any medium for non-commercial purposes. All materials prepared by exhibitor to promote the exhibit must be approved by the City.

Works of art may be offered for sale, with prices established by the artist. At least two weeks prior to installation, the exhibitor will submit a completed inventory listing all works that are to be shown, together with the selling price (or, indicating "NFS", if not for sale). The listing must include the artist's name, telephone number and instructions for contacting the artist to arrange for the purchase of any artwork.

Prices will not be displayed on individual works, but will be available as part of the exhibit information available to the public. Neither the City nor LLLC Organizations will serve as sales agent for any exhibitor, but will provide interested persons with contact information upon request. The exhibitor is responsible for conducting the sale of any work directly with the purchaser. Works sold must remain on exhibit throughout the designated exhibit period, and the exhibitor will remain responsible and liable for removal of all such sold works at the termination of the exhibit.

Liability

The exhibitor must submit a completed Art Gallery Release at the time he/she submits an application that unconditionally releases the City, Committee, and LLLC Organizations from any liability in connection with or arising out of the exhibit. All artwork displayed in the Gallery will be displayed at the exhibitor's own risk; the City, Committee, and LLLC Organizations do not accept responsibility for, and will not be liable for any damage, destruction, loss or theft to any artwork in connection with or arising out of the exhibitor's use of the Gallery, regardless of the cause of such damage, destruction, loss or theft as more fully described in the Art Gallery Release. The exhibitor will defend, indemnify, and hold harmless the City, Committee, and LLLC Organizations from any and all losses, claims, or liability in connection with or arising out of the exhibitor's use of the Gallery.

The Gallery will be left in the same condition as it existed when the exhibit was installed, as determined by the City in its reasonable discretion, and exhibitor will be responsible for making any repairs to the Gallery that the City determines are necessary as a result of the exhibitor's use of the Gallery. Exhibitors using the Gallery assume liability for any and all damages to the Gallery resulting from said usage, as assessed by the City.



CITY OF LAFAYETTE
 LAFAYETTE LIBRARY AND LEARNING CENTER
 EXHIBIT APPLICATION

To propose an exhibit for the LLLC, please complete the following information and provide your signature at the bottom of the form. The completed form and other information should be submitted to:

Juliet Hansen
 City of Lafayette ♦ 3675 Mount Diablo Boulevard, Suite 210 ♦ Lafayette, CA 94549
 Email: jhansen@ci.lafayette.ca.us

Questions: 925.284.1968

Name of Exhibitor(s): _____

Address: _____

City: _____ Zip: _____

Telephone #1: _____

Telephone #2: _____

Email: _____

Title or Subject Matter of the Exhibit: _____

Number of Works: _____ Media: _____

Period of time preferred for the exhibit: _____

Please provide the following:

- Complete list of artworks proposed for exhibit (use the other side of this form)
- Photographs of artworks proposed for exhibit (submit hard copies or disc, no slides)
- Additional information about the exhibit that would help the Committee in its review of your application
- Signed Art Gallery Release

Signature: _____ Date: _____

ARTWORKS PROPOSED FOR EXHIBIT

Artwork #1

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Artwork #2

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Artwork #3

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Artwork #4

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Artwork #5

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Artwork #6

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Artwork #7

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Artwork #8

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Artwork #9

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Artwork #10

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Artwork #11

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Artwork #12

Title or Description: _____

Media: _____

Dimensions (with frame): _____

Please attach photographs – no original artworks – for each of the artworks proposed for exhibit.
Attach additional pages as necessary.

CITY OF LAFAYETTE
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ART GALLERY RELEASE

Name of Exhibitor(s): _____

Address: _____

City: _____ Zip: _____

Telephone #1: _____

Telephone #2: _____

Email: _____

Exhibit Installation Date: _____ Exhibit Removal Date: _____

By signing below, each undersigned party, agrees as follows:

1. I have received and read the City of Lafayette Art Exhibit Policy for the Lafayette Library and Learning Center for the LLLC, and agree to abide by all its rules and regulations. For the purposes of the Release, the terms Gallery, City, Committee, and LLLC Organizations will have the same meanings as set forth in the Art Exhibit Policy.
2. I assume complete responsibility for the transportation of my artwork to and from the Gallery, or other LLLC space, on the dates coordinated for the installation and removal of my exhibit by the City, and will timely install and remove my exhibit as directed by the City.
3. I unconditionally release the City, Committee, and LLLC Organizations from any and all liability in connection with or arising out of the display of my artwork in the Gallery, or other LLLC space. I understand that my artwork is being displayed in the Gallery, or other LLLC space, my own risk, and I will not hold the City, Committee, or LLLC Organizations liable for any damage, destruction, loss or theft to my artwork in connection with or arising out of the display of my artwork in the Gallery, or other LLLC space, regardless of the cause of such damage, destruction, loss or theft.
4. I warrant and agree that I have obtained any and all releases, licenses and approvals from the subject(s) of my artwork. I grant to City, and to City's officers, employees, agents, authorized contractors and assigns (including but not limited to the Committee and LLLC Organizations), an unlimited, non-exclusive and irrevocable license to do the following with respect to my artwork, whether in whole or in part, in all media (including electronic and digital) throughout the universe: (1) City may use and display the artwork; (2) City may make and distribute, and authorize the making, display and distribution of, photographs and other 2-dimensional reproductions of the artwork; and (3) City may use such reproductions for any non-commercial purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, gifts, and catalogues or similar publications. I further authorize City to sublicense or assign its rights set forth in this section provided that any third party use of the artwork or reproduction of the artwork is non-commercial in nature.
5. I will defend, indemnify, and hold harmless the City, Committee, and LLLC Organizations from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, in any manner in connection with or arising out of the display of my artwork in the Gallery, or other LLLC space.
6. I will leave the Gallery, or other LLLC space, in the same condition as it existed when the exhibit was installed, as determined by the City in its reasonable discretion, and I will be responsible for making any repairs to the Gallery, or other LLLC space, that the City determines are necessary as a result of the display of my artwork in the Gallery, or other LLLC space. I fully assume liability for any and all damages to the Gallery, or other LLLC space, resulting from my exhibit, and will reimburse the City for any such damage in the amount determined by the City.

Signature of Exhibitor: _____ Date: _____

Signature of Exhibitor: _____ Date: _____

Signature of Exhibitor: _____ Date: _____