



CITY OF LAFAYETTE

DISPLAY CASE 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 and others to exhibit their work at the Lafayette Library and Learning Center (“LLLC”). This Display Case 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 Display Case 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 displays for the LLLC of the highest aesthetic standards reflective of diverse social and cultural perspectives for the public benefit.

Exhibit Space

The display case art exhibit gallery space (“Display Case”) is located in an alcove off of the upper-level entry to the LLLC. Its display dimensions are as follows: Width: 58.5”, Depth 23.5”, and Visible glass height 17.5”.

The display case is accessible to the public during LLLC hours.

Application and Selection Process

Exhibitors interested in displaying work in the display case must submit a complete LLLC Display Case Art Exhibition Application and executed Art Gallery Release to the City.

The Committee will meet to review submitted applications. Scheduling priority will be given to local exhibitors and exhibitors who have not had an exhibit on display at the LLLC 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 work: Work must be compatible in scale, material, form, and content with the display case.
- ♦ Durability of work: 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 work that reflects diversity in style, scale, media, and artistic sources as well as diverse cultural communities and perspectives.
- ♦ Duplication: To assure that the work 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 Display Case will not be used for advertising a commercial enterprise or promoting political candidates. The views in the work 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.

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 work to and from the Display Case on the dates coordinated for the installation and removal of the exhibit with the City. Additionally, the exhibitor will remove any damaged work, or work 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 work 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 exhibit. 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.

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 work displayed in the Display Case 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 work in connection with or arising out of the exhibitor's use of the Display Case, 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 Display Case 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 Display Case that the City determines are necessary as a result of the exhibitor's use of the Display Case. Exhibitors using the Display Case assume liability for any and all damages to the Display Case resulting from said usage, as assessed by the City.

August 2024



CITY OF LAFAYETTE
 LAFAYETTE LIBRARY AND LEARNING CENTER
 DISPLAY CASE ART EXHIBIT APPLICATION

To propose an exhibit for the Display Case at 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:

Jenny Rosen
 City of Lafayette ♦ 3675 Mount Diablo Boulevard, Suite 210 ♦ Lafayette, CA 94549
 Email: jrosen@ci.lafayette.ca.us

Questions: 925.284.1968

Name of Exhibitor(s): _____

Address: _____

City: _____ Zip: _____

Telephone #1: _____

Telephone #2: _____

Email: _____

Subject Matter of the Exhibit: _____

Title of the Exhibit: _____

Please provide the following:

- Exhibition Statement: The exhibition statement should describe the proposed exhibit and explain the concept behind the collection of materials you have proposed for the exhibit. You might consider addressing the inspiration behind the collection, why you chose to include these pieces, and how you see them working together as a cohesive exhibit.
- Artist Bio: Your artist bio should provide an overview of your artistic background. This might include your chosen medium, how you became involved in it, your educational background, and any exhibition experience you may have. The bio can be written in either first or third person, and the length is entirely up to you.
- Complete list of items or works proposed for exhibit
- Images of items or works proposed for exhibit with dimensions of the items (no slides or discs)
- Additional information about the exhibit that would help the Committee in its review of your application
- Signed Art Gallery Release

Signature: _____ Date: _____

CITY OF LAFAYETTE
LAFAYETTE LIBRARY AND LEARNING CENTER

DISPLAY CASE ART GALLERY RELEASE

Name of Exhibitor(s): _____

Address: _____

City: _____ Zip: _____

Telephone: _____

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 Display Case 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 Display Case, City, Committee, and LLLC Organizations will have the same meanings as set forth in the Display Case Art Exhibit Policy.
2. I assume complete responsibility for the transportation of my artwork to and from the Display Case, 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 Display Case, or other LLLC space. I understand that my artwork is being displayed in the Display Case, 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 Display Case, 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 Display Case, or other LLLC space.
6. I will leave the Display Case, 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 Display Case, or other LLLC space, that the City determines are necessary as a result of the display of my artwork in the Display Case, or other LLLC space. I fully assume liability for any and all damages to the Display Case, 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: _____