

1. Policy Statement

The Fort Erie Public Library Board (FEPLB) endeavors to provide free space to individuals or organizations who wish to display artwork at the Centennial Branch.

Fort Erie Public Library (the Library) recognizes its role as a source of information and inspiration to the community. This policy establishes the conditions and context within which the Library supports local community artists and groups.

2. Definitions

Artwork refers to temporary art displays/exhibits including framed paintings, photographs and drawings.

3. Applications

No exhibit will be reviewed until a completed Artwork Exhibit Application is submitted.

Artwork Exhibit Applications must include:

- A list of the artwork to be exhibited, including dimensions
- Photos of the original artwork proposed for the exhibit
- A description of the exhibit for the benefit of the public

Application Notes:

- Applications are processed on a first come first served basis with priority given to local and first-time artists/exhibitors.
- Special exhibits involving artists of note who reside outside the Fort Erie area will be considered on an individual basis.
- No Artist or group is guaranteed the same booking time each year.
- At the discretion of the Library, an exception may be made to permit a local organization to sponsor a unique event, especially in connection with a community celebration.
- The Library reserves the right to accept or refuse an artwork exhibit or to cancel any at its discretion.



POLICY & PROCEDURE MANUAL			Number	03-xxx	
FOLICT & PROCEDURE MANUAL		Page 2 of 5			
Section	LIBRARY OPERATIONS				
Title	Artwork Exhibits				
Effective Date	May 21, 2024	Revision Date			
Approved by	Resolution #24-044				

4. Artwork Exhibit Space

- The Board Room at Fort Erie Public Library, Centennial Branch is the space referred to in this policy. This room has three walls with approximately 60 linear feet of wall space.
- Exhibits are unsupervised and are accessible to the public throughout library open hours, except when the space is required for other purposes
- The Library will not provide security for an exhibit.
- The Board Room where artwork is displayed is used for other programs, events and meetings.
- The Library shall not be liable for loss or damage to artwork due to or resulting from normal wear and tear, a pre-existing flaw or condition or wilful misconduct or negligence of a member of the public.

5. Exhibit Conditions

- 1. Artwork will <u>not</u> be covered under the Library's insurance policy for damage or theft while it is on display.
- 2. The condition of the artwork will be verified immediately following the hanging process and immediately preceding the takedown by the Library and the Artist(s).
- 3. While the Library does not censor content, any artwork that is deemed; at the discretion of the Library: to be in violation of copyright law or the Library's requirement that the artwork display is appropriate for a public family orientated space will not be permitted to be shown at the Library. The Library will be cognizant of current community standards when considering submissions.
- 4. The Library reserves the right to refuse space for inappropriate exhibits of artwork.
- 5. Work that is fragile or whose display arrangement is of questionable durability will be rejected.
- 6. Artwork that has been accepted for exhibition must stay in the Library for the entire duration of the exhibit.

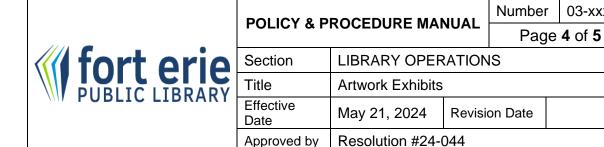


POLICY & PROCEDURE MANUAL			Number	(03-xxx
POLICY & PROCEDURE MANUAL		Page 3 of 5			
Section	LIBRARY OPERATIONS				
Title	Artwork Exhibits				
Effective Date	May 21, 2024	Revision Date			
Approved by	Resolution #24-044				

- 7. If there is any disagreement over any aspect of the presentation the Library reserves the right to make the final decision.
- 8. The allotted space shall be made available to each artist/exhibitor for approximately one month, with the possibility of extension, subject to availability. Extensions may be granted at the discretion of the Library
- The Library reserves the right to change the conditions in this Artwork
 Exhibit Policy and Artwork Exhibit Agreement including responsibilities,
 procedures and other requirements of whatever kind which are subject to
 change without prior notice.

6. Installation and Dismantling of Exhibits

- The artist/exhibitor will be responsible for framing and preparing the artwork for the exhibit and will be available to install and remove the exhibit on the scheduled dates.
- Artist(s) are responsible for hanging their work, with the assistance of the Library, during agreed scheduled times.
- The Board Room is equipped with an art hanging track. Artists must use the Library's hanging system to display their artwork. Nails cannot be used under any circumstances.
- The opening and closing inventory of the hanging system components will be taken; Artist(s)/Exhibitors will be responsible for replacement cost of any missing components at the time of closing inventory.
- Artwork must be prepared and ready to hang upon arrival, as there is no storage space available at the Library.
- The installation and removal of displays is the sole responsibility of the artist/exhibitor. Outside of special circumstances staff will not be available to assist. If assistance is required, the Library is not responsible for any loss or damages.
- Artist(s)/Exhibitors are responsible for arranging the collection of all artwork included in the exhibit immediately following the closing of the exhibit. Arrangements are to be made with the Library.
- If the Library must dismantle an exhibit because it has not been removed as scheduled, the artist/exhibitor agrees that the Library is not responsible for any loss or damages.



The Library will not house or store the artwork of any artist if not collected. The Library will dispose of abandoned display materials after reasonable effort has been made to contact the artist/exhibitor.

03-xxx

7. Publicity and Promotion

- The Library may assist with the promotion of the exhibit as part of the Library's regular marketing program, including information on the Library's website, social media and internal publication "What's On".
- Unless otherwise stated in writing, the artist/exhibitor grants permission to the Library to photograph and reproduce any artwork accepted for display for publicity purposes.
- Artists/exhibitors will not be able to host an opening reception.

8. Exhibit Fees & Sale of Exhibited Works

- There will be no fees charged to artist(s)/exhibitors for the use of the Board Room, this policy is subject to change.
- The Library will <u>not</u> transact any sales of artwork during an exhibition.
- Exhibited artwork may be offered for sale by the Artist. Library patrons/visitors interested in purchasing artwork must contact the Artist directly. The Artist is responsible for dealing directly with the buyer and submission of any federal or provincial taxes issuing from the sale of their work.
- The Library and its staff are not responsible for enquiries regarding the sale of artwork, except for providing the Artists contact information.
- Artwork sold must remain on display throughout the designated exhibit period.

9. Liability

- The provisions of this policy are subject to review by FEPLB at any time.
- The FEPLB assumes no responsibility at any time for artwork while on library premises or while being set up, taken down or on display including but not limited to loss, damage, theft of or otherwise diminished.
- In the event that any part of the Artwork Exhibit Agreement on the part of the Artist(s) or the Library is prevented by an Act of God, physical disability, the acts or regulations of duly constituted public authorities,



POLICY & PROCEDURE MANUAL			Number	03-xxx	
			Page 5 of 5		
Section	LIBRARY OPERATIONS				
Title	Artwork Exhibits				
Effective Date	May 21, 2024	Revision Date			
Approved by	Resolution #24-044				

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 to the Artwork Exhibit Agreement.

- The Artwork Exhibit Agreement is governed by the laws of the Province of Ontario and Canada. Any dispute arising out of or related to the Artwork Exhibit Agreement will be subject to the exclusive jurisdiction of the Ontario Courts
- When signing the Artwork Exhibit Agreement, the Artist(s)/Exhibitor must agree to indemnify and save harmless the Library for injury, death, property damage or any other loss sustained by them or a third party as a result of the Artist's negligence while their artwork is being set up, taken down or on display.

Other Related Documents:

- Artwork Exhibit Agreement
- Artwork Exhibit Application
- Artwork Exhibit Information Page