

Draft

Montana State Library

Display Policy

Policy Statement: The Montana State Library (MSL) is committed to providing access to intellectual, cultural and educational resources. This policy makes library exhibit space available, subject to review and approval of the State Librarian or designated staff, to display arts and artifacts exhibits. Exhibits may provide exposure to the arts and sciences, history, state government or other relevant topics of community and/or library interest. The space may not be used for exhibits that promote a specific religious concept, espouse partisan politics or demean groups or individuals. Exhibitions do not imply endorsement by the library. MSL reserves the right to decline to exhibit parts of or all of any exhibit.

This policy governs temporary displays only. Temporary displays are defined as those on exhibit for less than one year. Long term displays of artwork on exhibit for more than one year are subject to review and approval by the Capitol complex advisory council and the Legislature as established in Montana Code Annotated 2-17-8.

Procedures:

- Selection and scheduling exhibits may be arranged by contacting the library.
- Requests to exhibit in MSL must be made in writing to the State Librarian and shall include the name and address of the Artist/Exhibitor, title of the exhibit, number of pieces to be shown, medium used or artifact format, whether or not the items may be sold and prices, and special circumstances related to the show.
- MSL may provide additional publicity for exhibitions; all publicity developed by the artist or sponsoring organization must be approved by the State Librarian or designated staff.
- Areas available for public display include the MSL Reading Room and the hallway between the administrative offices and the Talking Book Library.
- Complaints about displays should be made in writing to the State Librarian.
- Additional terms as stated in the Art Display and Exhibition Agreement apply.

MONTANA STATE LIBRARY
STATE OF MONTANA

Montana State Library
PO Box 201800
Helena, MT 59620-1800

Art Display and Exhibition Agreement

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between _____, the Artist/Exhibitor, and the Montana State Library (MSL) is for the display and exhibition of art or artifacts by the Artist/Exhibitor in accord with the provisions of the Montana State Library Display Policy and the conditions listed below.

1. The Artist/Exhibitor hereby undertakes to transfer and deliver to MSL on or before _____, the following described works for exhibition:
2. MSL hereby undertakes to accept the works in accord with the terms of this agreement.
3. It is agreed that identification of works to be exhibited shall not be deemed to have been made until both MSL and the Artist/Exhibitor have agreed that the works in question are to be exhibited at MSL.
4. MSL shall not be required to pay Artist/Exhibitor at any time.
5. Artist/Exhibitor shall be responsible for all costs and arrangements for transportation of the works to and from MSL.
6. Artist/Exhibitor shall protect, defend, and save the Montana State Library, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage, in whole or in part, arises out of services performed or omissions of services or in any way results from the negligent acts or omissions of the artist/exhibitor, its agents, agents, or subcontractors.

Artist/Exhibitor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the setup, use, display, and exhibition of art, artifacts, or other property as set forth in this agreement including coverage for the negligent acts or omissions of the artist/exhibitor, its agents, its employees, representatives, assigns, or subcontractors.

The artists/exhibitor's insurance coverage shall be primary insurance as respect to the Montana State Library, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the state, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The artist/exhibitor shall purchase and

maintain liability insurance on an occurrence form with combined single limits for bodily injury, personal injury, and property damage to the value of the artwork per occurrence and to cover such claims as may be caused by any act, omission, or negligence of the artist/exhibitor or its officers, agents, representatives, assigns or subcontractors. The Montana State Library, its officers, officials, employees, and volunteers are to be covered as additional insured's; for artist's/exhibitor's negligent acts or omissions or that of its agents, assigns, contractors, or volunteers performed by or on behalf of the artist/exhibitor, including the artists/exhibitors general supervision; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Property: The artist/exhibitor shall keep its art, artifacts, and other property and all other improvements on the premises insured throughout the term of the agreement against the following hazards:

- Loss or damage by fire and such other risks in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. This may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies.
- Artist's/Exhibitor's fine art objects shall be insured to market value unless the artist/exhibitor is willing to accept a lesser amount in the event of a loss in which case the object(s) may be insured to their actual cash value or stated value.

Insurance is to be placed with an insurer with a Best's rating of no less than A-. All certificates and endorsements are to be received by the state prior to the provision of a service or purchase of a product. The state reserves the right to require complete copies of insurance policies at all times.

7. MSL is a public place, open to the public on weekdays throughout the year, left open and unlocked at times without anyone monitoring. If special meetings or showings are held at MSL, whether related to the exhibit or not, the facility may be left open and unlocked for some period of time at night before the building is locked by Capitol security personnel. Under no circumstances does MSL or the State of Montana undertake to provide security for the works in the exhibit except such security as is regularly provided in and about the MSL.
8. The Artist/Exhibitor warrants that the works are now, and at the time of exhibition shall be, free from any security interest or other lien or encumbrance or any outstanding title or claim of title that might cause them to be the subject of legal proceedings during the exhibition period.
9. MSL shall have final authority to determine how and where the works shall be displayed.
10. Any press events, lectures, or opening ceremonies to be conducted at, or within, MSL shall be coordinated between the parties hereto with MSL having final authority to determine where and when such events shall be held.
11. Artist/Exhibitor shall provide full background information on the artist and the works at least one week before the exhibit opens. Information must include a list of all works included in the exhibit with a stated value.
12. Artist/Exhibitor agrees to hold MSL and all of its personnel, as well as the State of Montana and its personnel, harmless from loss, damage or claim of any nature, including but not limited to a claim of bodily injury or property damage, arising from any error, omission or negligence by Artist/Exhibitor in connection with the preparation of the works or use of MSL as a gallery.
13. Works may not be marked for sale. If asked, MSL staff will refer inquiries to the artist. Sales of the works are the sole responsibility of the Artist/Exhibitor.

14. Artist/Exhibitor shall have the exhibit installed by _____, 20___. MSL may cancel the exhibit if installation is not made on time. Artist/Exhibitor shall have the exhibit taken down and removed from MSL by _____, 20___. Should it be necessary to place any items from the exhibit in storage until the Artist/Exhibitor can arrange shipping, the Artist/Exhibitor shall be responsible for making any such arrangements and for the cost of storage.
15. Artist/Exhibitor shall provide signage for each work including title of the piece, medium used, and artist name as applicable.
16. Digital images of works may be made by MSL and used for publicity. MSL may publicize the exhibit as it wishes. Artist/ Exhibitor shall provide copies to MSL of any publicity the exhibit receives.

Executed in duplicate, one copy of which was delivered to Artist/ Exhibitor and one retained by MSL, the day and year first above written.

Artist/Exhibitor

Montana State Library

(print name)

(print name)

Street Address

City, State and Zip

Phone Number