



POLICY FOR EXHIBITIONS

I. Purpose

Exhibitions function as an integral part of the Office of Cultural Affairs' total program of public service, and are planned to direct the attention of the public to the artwork, services, and aims of not only the individual artist or group, but also the Office of Cultural Affairs (OCA).

II. Plan of exhibits

- A.** OCA and the Bath House Cultural Center (BHCC) shall control the content and arrangement of all exhibits. The Gallery Coordinator reserves the right to reject any part of an exhibition or to change the manner of display if the items to be exhibited are contrary to our community responsibility. Every item used must meet OCA standards of value and quality. All exhibits must be so scaled in size and form that they complement the normal service of the Gallery.
- B.** In line with OCA's role to inform and enlighten, exhibitions may contain opposing views on controversial topics and will represent the best possible balance of all sides of issues. Staff will exercise sensitivity to the diversity of our communities, and exhibitions that are mounted for the public should reflect the various cultures and religious backgrounds.
- C.** OCA and BHCC shall control booklists, posters, signs, brochures, publicity, and all materials relative to any exhibit.

III. Coordination of exhibitions

- A.** The Gallery Coordinator shall coordinate all exhibitions and displays. The Gallery Coordinator must approve dates and location of all exhibitions and displays.
- B.** Final authority regarding the acceptance or rejection of exhibit of non-city-owned materials rests with the Gallery Coordinator and the Cultural Center Director.

IV. Types of exhibitions

- A.** All requests for display space from outside Exhibitors shall be directed to the Gallery Coordinator of the space and/or gallery in which space is desired. These proposals must be submitted in writing, including a list of the contents of the exhibit and a description of the presentation. The Cultural Center Manager will determine specific dates for the acceptance of gallery proposals. Requests will be carefully evaluated.

V. Conditions of exhibition

- A.** The insurance policy carried by the City of Dallas Office of Cultural Affairs does not cover all types of exhibits. Information is available, upon request of the Exhibitor, in regard to the availability of insurance through the Cultural Center Director. If an exhibition, or part of an exhibition, is insured by the City, a record of the monetary value of each item in the exhibit must be furnished as part of an *Exhibit Loan Agreement*, which also outlines the responsibilities of the exhibitor and the City.
- B.** Estimated overall values should be submitted two weeks prior to the opening the exhibit. If the City is responsible for insuring the exhibition, BHCC will provide the Risk Management Division with information required regarding the artworks. If the City is not responsible for insuring the exhibition, a *Liability Release Form* must be executed by an authorized person or persons responsible for the items to be exhibited. BHCC will not be responsible for damages to the Exhibition that are the result of defective or malfunctioning framing, hanging mechanisms/hardware, or display and presentation systems that are provided by the Exhibitor.

- C. It is the responsibility of the Exhibitor to pickup artwork in a timely manner after the closing of an exhibit. BHCC will not be responsible for damaged or lost artwork after the insurance coverage (if existing) has expired. The insurance policy will cover the artwork only during the dates outlined in the Exhibit Loan Agreement Form. BHCC reserves the right, after the termination of an exhibit, to remove from the BHCC all effects of Exhibitor remaining and to store them wherever BHCC sees fit, at the cost, expense and risk of Exhibitor, and BHCC shall not be liable in any way to Exhibitor on account of so removing and storing these effects. For such additional period beyond the term of this Agreement as any effects of Exhibitor may so remain in the Bath House Cultural Center, Cultural Center shall be entitled to charge a reasonable sum per day which shall be determined by the Center Director. **As of January of 2012, the fee for late artwork retrievals is \$3 per business day.** BHCC's business days are Tuesday-Saturday. If all effects of Exhibitor have not been removed by Exhibitor within two months from the scheduled date of retrieval, all the effects remaining will officially be deemed abandoned and the BHCC will have the right to remove the relinquished items from the BHCC and dispose of them through methods that shall include the sale or auctioning of the abandoned property.
- D. Exhibitor agrees to defend, indemnify and hold the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Exhibitor's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Exhibitor, its officers, agents, associates, employees, subcontractors or sub-consultants, in the performance of this Agreement.
- E. The City of Dallas, the Office of Cultural Affairs, or any employees thereof shall in no way act as agent for the sale of items from an outside exhibit.
1. Purchase prices shall not be posted nor shall they be listed in exhibit brochures. The City may, from time to time, make exceptions to these policies in areas especially designated for the sale of artworks, or in the context of special events.
 2. Inquiries from visitors to the exhibit regarding purchase prices shall be referred to the Exhibitor or his/her official agent.
 3. Transactions for the purchase of exhibit items shall be directly between the purchaser and the Exhibitor or his/her official agent. Such transactions shall not be conducted in a city space.
 4. The Bath House Cultural Center Advisory Council requests a voluntary donation (14% of the sale value) from artists who sell artwork during the exhibition.
 5. BHCC's staff members shall be treated as any other citizens with regard to purchase of items from outside exhibits, in accordance with items 2 and 3 above.
 6. In accordance with items 1-5 under Section V-E of this policy, no exhibition material that is sold during its display in the Bath House Gallery may be removed from the exhibit before the end of the exhibition period, unless the Gallery Coordinator approves such removal and rearrangement of the display.
- F. Unless OCA, or BHCC is notified in writing to the contrary, it is understood that the object on loan may be photographed and reproduced in BHCC's publications and for publicity/educational purposes; and photographic materials of it may be made and distributed by the BHCC and OCA for its use.
- G. Exhibitor will not cause or permit any changes, alterations, repairs, painting or staining of any part of the galleries/exhibiting spaces or furnishings or the equipment thereof, nor permit to be done anything that will damage or change the finish or appearance of the BHCC or the furnishings thereof without written consent of the Center Director. Contractor will pay the costs of repairing any damage done to the galleries or any of the fixtures, furniture or furnishings thereof by any act of Exhibitor or any of Exhibitor's representatives or employees. The Center Director shall determine whether any damage has been done, the amount of the damage, and the reasonable cost of repairing it, and whether it is one for which under the terms of this Agreement, Exhibitor is to be held responsible. The Center Director's decision is final.
- H. Exhibitions shall be de-installed and removed in a timely manner by the agreed upon closing date. The site or space used for the exhibit shall be returned to its condition prior to installation of the exhibition. This shall be the responsibility of the exhibitor or owner of the item(s) exhibited. If the City

does not receive notification regarding where an exhibit should be shipped (if a traveling exhibition), or if the exhibit is not claimed and removed within seven (7) days after the closing date, there shall be a charge to the exhibitor or owner of the item(s) exhibited of a reasonable daily storage fee. If items stored are not claimed within two (2) months following the closing date of the exhibition, the City may dispose of the items as it sees fit. Reasonable requests for extensions of exhibit time will be considered.

- I. The City shall exercise the same care with respect to the loaned work as it does in safekeeping of comparable property of its own.

VI. Premises

- A. Upon the terms, covenants, and conditions contained in this Agreement, BHCC has granted to Exhibitor and Exhibitor has accepted from Cultural Center a right for Exhibitor to use and occupy space in that portion (hereinafter called "the Premises") of the Bath House Cultural Center, located in the City of Dallas, Dallas County, Texas described as follows:

Exhibitor shall have reasonable rights of ingress and egress through the halls, passageways, and lobbies subject to the terms and conditions of this Agreement, but Exhibitor shall acquire no other rights in any other part of the BHCC than in the Premises.

Exhibition Name: _____ Exhibition Dates: _____

I have read the foregoing and agree to abide by the regulations of the Policy for Exhibitions

Exhibitor's Name

_____ Signature

_____ Date

Enrique Fernández Cervantes, Visual Arts Coordinator/Curator

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