



521 E. Lawther Dr. Dallas, TX 75218
City of Dallas Office of Arts and Culture

POLICY FOR TEMPORARY EXHIBITIONS

I. Purpose

- a. Exhibitions function as an integral part of the Office of Arts and Culture's 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 Arts and Culture (OAC).

II. Plan of Exhibitions

- a. OAC and the Bath House Cultural Center (The Center) shall control the content and arrangement of all their exhibitions. 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 OAC 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 OAC'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. The Center shall control booklists, posters, signs, brochures, publicity, and all materials related to any exhibition.

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 exhibition of non-city-owned materials rests with the Gallery Coordinator and the Cultural Center Manager.
- c. Duties of the exhibiting artist or organization (Exhibitor) will include exhibition coordination, assistance with art installation, assistance with deliveries and retrieval of artwork, assistance with the production of exhibition publicity, and other duties as needed.

IV. Types of Exhibitions

- a. All requests for display space from outside Exhibitors shall be directed to the Gallery Coordinator. These proposals must be submitted in writing, including a list of the contents of the exhibit and a description of the presentation. The Gallery Coordinator will determine specific dates for the acceptance of gallery proposals. All requests will be carefully evaluated.

V. Conditions of Exhibitions

- a. The insurance policy carried by the City of Dallas (City) provides insurance on most works of art, but it does not cover all types of exhibitions. In some cases, the City may refuse to insure certain pieces of art. The Center's staff will conduct an inspection of all the works of art prior to their installation to determine if they pose any risks or safety hazards that could adversely impact City operations. The Center's staff will also inspect and supervise the installation of works of art and will ensure that the methods for installing the artwork will not pose any risk or safety hazards. The Artists have the option to purchase their own insurance separately if the City does not insure their artwork. While on exhibition, the artwork will be given all reasonable care. The Gallery will not be liable to the Exhibitor for damages that result from flaws inherent in the Artwork. The insurance coverage, if provided, will not be in effect during shipping of artwork.
- b. Estimated overall values should be submitted in advance to the Gallery Coordinator. If an exhibition, or part of an exhibition, is being insured by the City, an insurance report with the monetary value of each item in the exhibition and information regarding the art works must be furnished to the Office of Risk Management. If the City is not responsible for insuring the exhibition, a Liability Release Form will be executed by an authorized person or persons responsible for the items to be exhibited. The Center will not be responsible for damages to the Exhibition that are the result of defective or malfunctioning framing, hanging hardware, or display and presentation systems that are provided by the Exhibitor.
- c. Exhibitor will arrange to deliver the Exhibition in person or via shipper to the Center. The Center will be responsible for providing personnel to assist with the receipt of the Exhibition. Exhibitor will be responsible for incoming shipping costs. Exhibitor will make a good faith effort to facilitate the arrival of the exhibition on the designated delivery dates.
- d. The Center will coordinate with Exhibitor and/or representative of the designated fine art carrier to transport the exhibition back to Exhibitor. Exhibitor may pick up the Exhibition in person. Exhibitor will be responsible for outgoing shipping costs. If a shipper is used to transport the artwork, the Center will retain bill of lading receipts for a period of three weeks from the date of shipment.
- e. The Center will be responsible for reasonable supervision and care of Exhibition from the time of its arrival to the Center until its outgoing shipping.
- f. Exhibitions shall be de-installed and removed in a timely manner by the agreed upon closing date. The site or space used for the exhibition 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. The Center 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 Exhibition Loan Agreement Form. If the Center does not receive notification regarding where an exhibition should be shipped (if the artwork was shipped), or if the artwork is not claimed and removed within seven days after the closing date, the Center reserves the right to remove from the Center all effects of Exhibitor remaining and to store them wherever the Center sees fit, at the cost, expense and risk of Exhibitor, and the Center 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 at the Center, the Center shall be entitled to charge a reasonable sum per day which shall be determined by the Center Manager. 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 Center will have the right to remove the relinquished items from the center and dispose of them as it sees fit. Reasonable requests for extensions of exhibit time will be considered.

- g.** 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.
- h.** The City of Dallas, the Office of Arts and Culture, 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 exhibition 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 exhibited 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 Center'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.
 - 5. No exhibition material that is sold during its display at the Center 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.
- i.** Unless the Center is notified in writing to the contrary, it is understood that the object on loan may be photographed and reproduced in the Center's publications and for publicity/educational purposes; and photographic materials of it may be made and distributed by the Center and OAC for its use.

- j. 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 Center or the furnishings thereof without written consent of the Center Manager. Exhibitor 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 Manager 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.
- k. 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. 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 Center than in the Premises.

