



## Loveland Museum/Gallery

### Loveland Art Studio Tour: Exhibition Policy



**The Mission of the Loveland Museum/Gallery is to serve as a regional cultural center by collecting, preserving, and interpreting Loveland's history, and by presenting exemplary art and history exhibits, programs, and events for the enrichment of visitors of all ages and backgrounds.**

Terms and conditions for artists exhibiting artwork in the Loveland Art Studio Tour Exhibit (Lower level, Foote Gallery) ("Exhibit") are as follows:

1. Artwork must be ready to hang (hanging wire, framed)
2. Size limit: (1) 30" x 32" maximum framed size / sculpture footprint 28" including base.
3. Wall hung artwork may be presented "double-hung" depending on space availability. In addition to the Foote Gallery, exhibit spaces in the museum lobby may be utilized at the discretion of Museum staff.
4. The curatorial staff reserves the sole and exclusive right to make all final selections of artwork and manner of display in the Loveland Museum/Gallery.
5. The Loveland Museum/Gallery reserves the right to remove or refuse any artwork from exhibit.
6. Artwork containing materials hazardous to a museum environment will not be permitted.
7. Artists must possess all ownership, sale, and exhibition rights for the artwork, including, but not limited to, the right to display.
8. Dates will be set by the Loveland Museum/Gallery for the Exhibit inclusive of the beginning and ending dates of the Exhibit.
9. The item described in the *Exhibit Agreement* remains the property of the artist. The Artist agrees that the work will remain on exhibit for the duration of the Exhibit and will not be removed before the Exhibit concludes.
10. Publicity concerning the opening of the Exhibit may be arranged in local and regional newspapers, radio stations, and TV stations.
11. The Loveland Museum/Gallery shall provide the same maintenance and care to the artwork as the Loveland Museum/Gallery would provide for articles owned by the Museum while the artwork is in the custody of the Loveland Museum/Gallery.
12. The Loveland Museum/Gallery is not responsible for loss or damage arising out of or caused by its negligence or by fire, theft, or natural calamity.
13. All work must be picked up within five days after the Exhibit closes. If the artist does

not pick up the artwork after date of withdrawal listed on the *Exhibit Agreement*, the artist shall be liable for storage charges as such charges may be determined by the City staff. Further, the City shall have a lien against the value of the artwork for expenses reasonably necessary to protect the artwork from ordinary decay and deterioration due to natural causes, theft, or vandalism. The Artist agrees that if the artwork is not reclaimed within 120 days after the City has given written notice of termination, the artwork shall become the property of the Loveland Museum/Gallery and may be sold or otherwise disposed of at the sole discretion of the City.

14. The artist hereby grants permission to the Loveland Museum/Gallery to make duplicates, photographs, copies, or other reproductions of the artwork provided that such duplicates, photographs, copies, or reproductions are made for Loveland Museum/Gallery purposes, such as, but not limited to, publicizing displays or inclusion in registration files, archives, or for educational purposes.
15. Artists and visitors must adhere to federal, state and local restrictions regarding COVID safety, mask wearing and distancing.

#### **Artwork Sales and Commission Payments**

16. The Artist agrees that the Loveland Museum/Gallery staff may execute the sale of any artwork. Payment of all sales is the responsibility of the Loveland Museum/Gallery. The Loveland Museum/Gallery will charge a commission of thirty-five percent (35%) on all sales. Sales tax will be collected by the Loveland Museum/Gallery.
17. Checks must be made payable to the "Loveland Museum/Gallery." The Loveland Museum/Gallery's commission and sales tax will be deducted, and the balance will be paid to the artist within thirty (30) days after the close of the Exhibit, by check.
18. In the event of sale of artwork, the artist will be required to provide a social security number (or tax identification number) to the City of Loveland accounting department in order to receive payment.

#### **Intake requirements**

19. The Exhibit Agreement must include titles, dimensions, medium of artwork, the insurance price, and the retail price. Any prior damage should be noted. The Exhibit Agreement must be completed and signed before artwork is accepted for exhibition.
20. The Artist agrees to indemnify, defend, save, and hold harmless the City of Loveland, its officers, employees, volunteers, and agents from all loss, costs, damages, injury, liability, attorneys' fees, judgments, litigation, charges, obligations, expenses, demands, claims, and causes of action of any kind whatsoever arising out of or related to the Artist's exhibition of artwork at the Loveland Museum/Gallery. All reasonable arrangements will be made by the City for proper care of artwork during exhibition.