

Toronto Public Library Art Exhibits Space Contract

An Exhibitor's application must be accepted and all details of the Exhibit must be finalized before a Contract will be provided.

Note: \$20.00 + HST (\$22.60) fee due to be paid to the Branch on the first date of exhibiting.

Agreement between the Exhibitor _____
(insert name of exhibitor/representative)

and Toronto Public Library Board, dated _____
(day, month, year)

ART EXHIBIT PERIOD

1. The Exhibitor may use Library space to display an art exhibit according to the *Use of Library Space for Art Exhibits Policy* and the following specifications:

Pape Danforth Branch

Feb 1- Feb 28 2015

VALUATION OF ART EXHIBITS AND INSURANCE COVERAGE

1. All items for display and the value of the exhibit are listed in the completed *Valuation of Art Exhibits Form* that is appended to this contract (Appendix 1).
2. By signing this contract, the Library agrees to the value of the exhibit as stated in the attached *Valuation of Art Exhibits Form* (Appendix 1).
3. The Library reserves the right to request additional or alternative evidence to support the Library's provision of insurance. This includes a request for an expert written appraisal.
4. The Library will provide insurance including theft, fire, smoke, and water damage as described in Appendix 3 for the exhibit items listed in the completed and attached *Valuation of Art Exhibits Form* (Appendix 1). Exhibit items will be insured from the date of set up until the date of removal.
5. Insurance coverage will not exceed \$1,500 for any single item and \$10,000 for the entire exhibit.

6. If at any time the Library considers that displaying all or part of an exhibit exceeds a reasonable level of liability, the Library reserves the right to:
 - i) decline to display the item(s) or the entire exhibit
 - ii) decline to insure the item(s) or the entire exhibit
 - iii) require written evidence that the exhibitor has independent insurance covering the value of the item(s) and/or the entire exhibit
 - iv) retract in writing the Library's insurance liability
 - v) require the prompt removal of any item(s) or the entire exhibit from its premises

GENERAL

1. Visitors may access exhibits throughout regular library open hours, except when the space is required for Library purposes.
2. Exhibitors will provide exhibit prices and contact details to inquirers.
3. Library staff cannot supervise the exhibit or act as guides or interpreters for visitors to the exhibit.
4. The space provided for the exhibit is not designated as an Art Gallery and is not maintained or presented as such. The space is provided "as is".
5. The Exhibitor is responsible for:
 - (i) Providing written evidence acceptable to the Library giving the value of the exhibit for insurance purposes, if required,
 - (ii) Transporting the exhibit to and from the Library,
 - (iii) Setting up and dismantling the exhibit as agreed with the Library staff,
 - (iv) Making sure the exhibit is installed safely and that it does not present any health or safety hazards to others using the premises,
 - (v) Any damages to the Library's premises or property that may result from providing the space for the exhibit,
 - (vi) Promoting the Exhibit to the public, including signage, advertising and media attendance.
6. Exhibitors' names may be used in Toronto Public Library publicity, e.g., *What's On* to promote the Library's Art Exhibits.
7. Any in-Library promotion of the exhibit must be approved in advance by the Library. Promotion may not imply Library sponsorship or that the Exhibit represents any views or opinions of the Toronto Public Library Board or its employees.
8. Exhibitors must not, under any circumstances, tape, tack or otherwise stick anything to the walls or surfaces in any Library premises (e.g. labels or publicity).
9. The items listed in Appendix 1 will remain in place throughout the period agreed with the Library. If the Exhibitor wishes to remove or replace any item, he/she must notify Library staff indicating which pieces have been removed.
10. Items sold during the period of the exhibit may not be removed until the end of the exhibit period unless approved by Library staff.

11. The Library does not claim commission on any works sold, and does not charge for art exhibits.
12. The Library will make every effort to provide the exhibit space as agreed. However, the Library does reserve the right to:
 - (i) cancel an Exhibit,
 - (ii) change the manner in which an Exhibit is displayed, and
 - (iii) require any item(s) to be removed from the Exhibit;
13. Library staff will make every reasonable attempt to contact the Exhibitor if the exhibit is not removed from the Library following the exhibit period. Art may be removed to allow for another scheduled exhibit. If the items are not collected, the Library may dispose of the uncollected items and may charge the exhibitor for the disposal costs.
14. The *Use of Library Space for Art Exhibits Policy*, *Valuation of Art Exhibits Form* and *Insurance Coverage* are part of this Agreement and are attached.

The Exhibitor releases, waives and forever discharges the Library, the Toronto Public Library Board, the City of Toronto and all their respective employees, officials, agents, representatives, successors and assigns from any and all claims, demands, damages, costs, expenses and actions in respect of any death, injury, loss or damage to the Exhibitor or the Exhibitor's property arising from the use of the Library premises or any supplied equipment under this Agreement, other than liability for the artwork as specifically covered by Library insurance under this Agreement.

I have read and understood this contract and the *Use of Library Space for Art Exhibits Policy*. For myself, or on behalf of the group I represent, I hereby agree to abide by the requirements set out in this contract in respect to my use of Library space for art exhibits which is the subject of this contract.

Signature

Date

Name of Exhibitor or the exhibiting group's representative

Representative's Position

Address of Exhibitor or the exhibiting group's representative

FOR LIBRARY USE ONLY	
\$20.00 + HST (\$22.60) fee due to be paid to the Branch on the first date of exhibiting.	
Check <input checked="" type="checkbox"/> Paid \$22.60 <input type="checkbox"/>	
<hr/> Marion Scott Name of Library representative accepting art exhibit, including estimated value of exhibit, supporting evidence and Art Exhibit fee.	<hr/> Service Specialist Position
<hr/> Pape Danforth Branch Branch	<hr/> 416 393 7728 mscott@torontopubliclibrary.ca Telephone/ Email
<hr/> M Scott Signature	<hr/> Date (MM/DD/YYYY)

The personal information on this form is collected under the authority of the Public Libraries Act and the Municipal Freedom of Information and Protection of Privacy Act. This information will only be used for the proper administration of the Library and the provision of library services and programs by Toronto Public Library. Questions related to the collection of this personal information should be directed to The City Librarian's Office, Toronto Public Library, 789 Yonge Street, Toronto, ON, M4W 2G8. Telephone: 416-393-7032.

Appendices:

- Appendix 1: Valuation of Art Exhibits Form
- Appendix 2: *Use of Library Space for Art Exhibits Policy*
- Appendix 3: Insurance Coverage
- Appendix 4: Portable ladder
- Appendix 5: Step ladder

APPENDIX 1: VALUATION OF ART EXHIBITS FORM

For insurance purposes, the exhibitor must provide a list of all exhibit items' estimated value by completing this form. If any single item exceeds \$500 and \$1500 for the whole exhibit then you must also provide written evidence of the exhibit's value by submitting one or more of the following:

- exhibit catalogue featuring priced and comparable works from a previous exhibit
- evidence of the sale price obtained for comparable works by the exhibitor
- independent professional appraisal of the item(s)

If any art is removed or added during the exhibit period, indicate on this form.

Note:

The Library may ask for additional information or an independent appraisal depending on the exhibit items. The maximum insurance available is \$1500 for a single item and not exceeding \$10,000 for the whole exhibit.

Exhibit Item(s)	Estimated Value (\$ CDN) Not to exceed \$500/item without a written appraisal
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
11. _____	\$ _____
12. _____	\$ _____
13. _____	\$ _____
14. _____	\$ _____
15. _____	\$ _____

Total number of Exhibit Items: Total Estimated Value (\$ CDN) Not to exceed \$1500 without a written appraisal