

# **BILLINGS PUBLIC LIBRARY ART MANAGEMENT POLICIES AND PROCEDURES**

**Approved by the Billings Public Library Board, 11 April 2013**

WHEREAS, the Billings Public Library owns works of art and intends to exhibit works of art on a temporary basis in its public spaces, and

WHEREAS, the Billings Public Library has established a uniform, thoughtful, and practical art policy regarding works of art in its public spaces,

NOW THEREFORE, it resolves to establish Art Management Policies to guide the use and handling of art.

This document sets forth those management policies and procedures regarding art objects received and owned by the Billings Public Library.

## **SECTION 1: ART COMMITTEE**

### 1.1 Composition of the Art Committee

The Billings Public Library Art Committee is a standing committee of the Billings Public Library Board and will make recommendations to the Board in accordance with policy.

The Committee shall consist of the following representatives:

- One member of the Billings Public Library Board,
- One member of the Billings Public Library Foundation Board,
- One member of the staff of the Yellowstone Art Museum,
- At least one representative from the art departments of the colleges in Billings,
- At least one community representative unaffiliated with the Library Boards,
- and the Library Director or his/her designee.

With the exception of the Library Director or designee, who is a permanent member of the Committee, Committee members will serve a three-year term with the potential for a second three-year term. No Committee member will serve more than two consecutive terms without a period off the committee of at least one year. The Committee will meet on an as-needed basis but no less frequently than once annually.

The Billings Public Library Art Committee does not assume any legal or financial function and does not supersede any City of Billings approval processes, including those of the City's own Art Commission.

### 1.2 Mission and duties of the Art Committee

The mission of the Art Committee is to create and facilitate a process through which potential additions or deletions from the Billings Public Library art collection and art exhibition program may be made. The Committee will establish and revise art policy statements, establish and revise management procedures for fine art, and participate substantively in public art commission processes in which the City of Billings may engage that affect the Library's property.

The Committee will review and recommend, by simple majority vote, non-binding action(s) to the Billings Public Library Board on offers to donate, lend, or dispose of art. The Committee is to provide consistent oversight and policy guidance for art-related issues, resolving issues relating to art collection management; review temporary art exhibition programming proposals; and resolve aesthetic disputes that may arise in connection with the Library's art collections or art programs. The Committee will seek to ensure that the aesthetic of the Billings Public Library building completed in 2014 is not compromised.

## **SECTION 2: ART ACQUISITION**

### **2.1 Non-Collecting Institution**

The Billings Public Library is periodically offered gifts of art or opportunities to buy art that a donor or seller believes is appropriate to the library. Two circumstances influence the Library's ability to respond to these offers: 1) the Library does not budget to acquire art, nor does the Library Foundation typically fundraise for the purpose of buying art; this circumstance is expected to continue into the foreseeable future and 2) the Library building opening in 2014 is not designed to maintain the security and environmental controls that high value and/or historic works require if they are to be responsibly maintained. For these reasons, and to maintain focus on the Library's core mission, the Billings Public Library will not actively collect art.

Should this policy be altered in the future, requiring procedures for art acquisition, the Art Committee should make reference to the Art Management Policies for the City of Billings, Art Acquisition section.

### **2.2 Objects Donated for Sale**

Objects may be donated or bequeathed to the Library specifically for resale to benefit a Library project or other purpose. Decisions regarding disposition and sale of such objects will be made by the Art Committee in consultation with the donor or donor's executors and appropriate Library staff. The Library must secure the donor's or executor's written description of intent and authorization to sell.

## **SECTION 3: DISPOSAL OF ART**

### **3.1 Reasons for Disposal**

Objects in the Billings Public Library Art Collection shall be retained if 1) they continue to be relevant to the Library's art-related goals, 2) if the circumstances of acquisition require the Library to hold the work in perpetuity, and 3) if resources for responsible stewardship remain in

place. If one or more of these circumstances ceases to be in force, the Library may dispose of objects from the Art Collection. The following circumstances are examples of what may prompt disposal:

- An object was acquired inappropriately or on the basis of false information (for example, replicas or forgeries).
- An object has been discovered to be, or becomes, potentially hazardous.
- The condition of an object is too poor to justify display.
- The Art Committee has made a well-supported determination that a work is aesthetically inferior or otherwise does not support the mission to contribute to a collection of enduring cultural and aesthetic value.

### 3.2 Disposal Procedures

- In the case of objects whose value is estimated to be in excess of \$10,000, an appraisal will be obtained. For high value objects, a second appraisal may be warranted.
- The City of Billings shall ascertain, with the advice of counsel when necessary, that there are no legally binding or precatory restrictions against disposal. Before disposal, any City of Billings or Billings Public Library identification shall be removed from the object.
- A recommendation to dispose of an art object shall come before the Art Committee in writing. The written recommendation must include, where known, the artist, title, date, medium, dimensions, maintenance requirements, source, copyright status, condition, provenance, value, and justification for deletion from the Library's art collection.
- No gifts shall be disposed of contrary to any conditions or limits imposed by the Internal Revenue Service.
- Disposal of artistic, historic, or cultural objects by advertised public auction, sale, or trade on the public market, when permissible, shall be undertaken according to professionally accepted standards. Information regarding ownership of objects put up for sale shall be made available to the public, bearing the notice, "Sold by the order of the City of Billings, [date]."
- In the case of a work of art by a living artist, special consideration may be given to exchange with the artist. Living artists may hold moral rights under the federal Visual Artists' Rights Act that may limit the choice of disposal methods.
- Prior to disposal, objects of questionable or potentially problematic authenticity (replicas, reproductions, forgeries) must be clearly and permanently marked as such to prevent future misrepresentation. The Art Committee may recommend destruction of such objects; such recommendations must be part of the original recommendation to delete the object from the Library's art collection.
- Under no circumstances are Library staff who are involved in decisions to remove objects from the art collection permitted personally to purchase or acquire any objects removed from the art collection.

- Occasionally, it is necessary to destroy objects, especially when deterioration is too advanced for conservation to be practical. Once destruction is approved in accordance with the above procedure, objects must be destroyed under staff supervision. The process must be documented. Objects that may be classified as hazardous waste, or have elements that may be classified as hazardous waste (for example, electronic or photographic equipment), must be disposed of in compliance with all applicable laws. Appropriate records shall be kept in accordance with accepted registration standards.

## **SECTION 4: CONSERVATION AND CARE**

### **4.1 Guidelines**

- The Billings Public Library will make every effort, consistent with its resources, to protect objects in the art collection from fire, theft, vandalism, natural disaster, pest infestation, light, temperature extremes, relative humidity extremes, dirt, and other threats.
- It is the responsibility of the Library's Assistant Director or successor to make an annual inventory and review the physical condition of all objects in the art collection, working in consultation with appropriate experts as necessary. Works that appear to require the attention of a conservator must be brought to the attention of the Art Committee in writing. Conservation treatments are costly. If the value and importance of the object warrant, incurring the expense for conservation may be a necessary Library expense.
- In the event that an object is discovered to be missing, either through inventory check or other means, an incident report should be completed. If theft is suspected, Library staff must notify appropriate law enforcement authorities. Details of such discoveries must be included in the record for that object.

## **SECTION 5: EXHIBITION AND LOAN OF ART**

### **5.1 Incoming Loans**

The Billings Public Library will solicit or host loans of art to the Library within the scope of its temporary exhibition program. All proposed incoming loans or exhibitions shall be reviewed and approved by the Art Committee. The particulars of any object borrowed by the Billings Public Library must be documented in a loan agreement signed by the authorized representatives of the lender and the Library. All parties must sign loan agreements and contracts prior to arrival on site of any borrowed objects. The term of all loans must be specified in full in all loan forms, contracts, or cover letters, including renewal dates and options when applicable.

### **5.2 Ethical Concerns Relating to Incoming Loans**

- Under no circumstances will the Billings Public Library borrow and/or exhibit material that would be considered illegal or unethical to include in its own art collection.
- The Library will not borrow or exhibit objects with suspect provenances or doubtful evidence of ownership.

- In rare instances, an incoming loan may not be able to be returned to its owner upon conclusion of the loan period. Because of the complexity of issues surrounding the rights of the Library, resolution of any problems caused by unclaimed loans shall be referred to City of Billings legal counsel. See also Montana Code Annotated §§ 22-3-501 to 22-3-523 for unclaimed loan legislation.

### 5.3 Outgoing Loans

The Billings Public Library welcomes requests from educational institutions wishing to borrow objects from the art collection. Loans will be made when all of the following conditions are met:

- Recommendations on all loans must originate with a written request from the borrower to the Art Committee. Loan requests must include the purpose and duration of the loan and state the borrower's agreement to cover all direct costs and comply with the City of Billings loan regulations. An exception would apply if the outgoing loan originates at the request of the Billings Public Library. The Art Committee must approve or deny the request in writing.
- No object shall be approved for loan unless it is judged to be in satisfactory condition for travel and it is fully documented, including photo-documentation.
- The Billings Public Library must determine the current market value of any outgoing object(s) for insurance purposes. Outgoing loans must be insured for their full value by the borrower. The borrower must further provide a certificate of insurance naming the City of Billings as additional insured prior to the departure of the object from City property. An exception would apply if the outgoing loan originates at the request of the Billings Public Library.
- No loans of unspecified duration shall be approved. Requests for renewal must follow the same procedures as approval of the original request; renewal does not follow automatically upon approval of the original request.
- All borrowers must comply with the Library's regulations regarding adequate and professional travel conditions, handling, documentation, photography, and similar matters. The borrower must sign a loan agreement, and no object shall be released until the Library is in receipt of the signed loan agreement.

## **SECTION 6: DOCUMENTATION**

### 6.1 General

Basic documentation on each object in the art collection will be maintained including, but not limited to, the following:

- records relating to the object's identification and legal status, including its provenance (history of ownership);
- records of the various locations where the object has been displayed, its current condition and level of care, and any required conservation;
- records relating to publication of the object;

- records relating to the object's value and insurance coverage.

## 6.2 Copyright and Rights & Reproductions

The Billings Public Library complies with all national and international law protecting copyright. Copyright is complex and all uses contemplated by the Library may *not* be permitted under the fair use exclusion. Use of images of works in the art collection must be examined in advance with care to avoid copyright infringement. Library staff will exercise care in the use of details or other cropped images; such use may not in all cases be permitted in license agreements.

Applicants seeking permission to publish images of works in the art collection must fill out appropriate request forms, supplied by the Library's Assistant Director or successor, and cover all necessary photographic fees. The responsibility for securing necessary permissions rests with the applicant.

## 6.3 Online Image Usage

Art collection images posted on the Library's website will be limited to three categories: 1) works for which the Library owns copyright, 2) works for which the Library holds an explicit license for online usage, or 3) works that are in the public domain.

## **SECTION 7: SUPPORTING REFERENCES AND RELATED LEGISLATION**

American Association of Museums' *Guidelines Concerning Unlawful Appropriation of Objects During the Nazi Era*, 1999, amended 2001

Antiquities Act, 1906 (NB: Other subsequent federal legislation to protect cultural, archaeological, and historic property may apply.)

Convention on Biological Diversity, 1992

Endangered Species Act, 1973 (NB: Other federal legislation to protect wildlife may affect museums that hold and use certain types of objects, including CITES [Convention on International Trade in Endangered Species of Wild Flora and Fauna], the Lacey Act, the Migratory Bird Treaty Act, and others.)

Native American Graves Protection and Repatriation Act (NAGPRA), 1990

UNESCO's Treaty on Cultural Property, 1970, and other UNESCO international conventions and publications regarding cultural property

Visual Artists Rights Act (VARA), 1990

Adopted this 11th day of April, 2013.

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**ART AND EXHIBITIONS AGREEMENT FORM**

**EXHIBITION NAME:** \_\_\_\_\_

**I. ARTIST OBLIGATIONS**

1. The artist is responsible for ensuring that all art is suitably framed with hanging apparatus (screw eyes and wire), or mounted and stabilized for pedestal display. All frames, armatures, and mounting arrangements must be securely constructed. The use of gallery clips to frame artwork is not permitted.

2. Work heavier than 20 lbs. (9 kg.), or that projects more than 3" (7.6 cm) from the wall may not be acceptable. Work that is fragile in nature or whose framing or display arrangement is of questionable durability may also be rejected.

3. Work accepted for display is expected to remain at the library for the duration of the exhibition.

4. The artist is responsible for delivering works to the library. Artwork cannot be received, nor returned, by parcel carrier. Delivery must take place on the set date and time, unless otherwise arranged with the library. Artwork should be delivered well-protected with bubble wrap, cardboard, or other appropriate material.

5. While not required, it is strongly encouraged that solo exhibitors contribute to library programming in conjunction with their exhibition. This may take the form of a lecture, discussion, demonstration, or workshop. Other means of contributing are welcome, but are subject to the approval of the library.

**II. INSTALLATION/DEINSTALLATION**

1. Exhibition Areas

- A. Royal Johnson Community Room
- B. Montana Room display cases
- C. First Five Years wall
- D. Children's Story Tower interior/exterior

2. No labels, signs, artwork or other material may be attached to any walls without both the item and the means of adhesion being approved first by the library. Artists that mar or damage library walls may not be invited to exhibit in the future and could be liable for damages.

3. Any necessary maintenance of artwork that is exhibited in the library will be the responsibility of the artist.

4. The library will install the artwork, unless other arrangements are made with the artist.

A. Children's Department displays will be installed and uninstalled by the artist under direction of library staff. Staff will

determine appropriate means for hanging lightweight, unframed artwork to wooden walls.

### **III. SALES**

1. The library does not charge a commission and will not be involved in the sale of any artwork beyond providing interested buyers with the artist's provided contact information. Artists must deal directly with buyers.

2. Sold works must remain on exhibit throughout the designated period. Artists must notify the library within 48 hours of a sale so that the artwork may be marked as "sold."

### **IV. PUBLICITY**

1. Permission to photograph and reproduce any work accepted in the exhibition for publicity purposes is granted to the library unless otherwise stated in writing. Publicity is handled at the library's discretion.

2. Art shows at the library are public and exhibiting artists understand that photographing or filming of the exhibit by visitors may occur.

3. Artists are encouraged to promote the exhibit through invitations and announcements.

4. Title and copyright of exhibited materials will remain with the artist.

### **V. LIABILITY**

1. The library will make every attempt to preserve, secure, and protect each piece of art; but neither the library nor City of Billings can be held responsible for damage, loss, or theft of the art, nor changes/cancellation of this exhibit due to unforeseen circumstances.

2. The artist agrees to notify the library in detailed writing of any purported damage to the work. The library agrees to notify the artist in detailed writing of any purported damage to the work.

### **VI. REPRESENTATION**

1. If the artist has a prior relationship with a commercial gallery, retailer, or agent it is the artist's responsibility to inform that commercial gallery, retailer, or agent of their intention to exhibit at the Billings Public Library and ensure there is no conflict with respect to this agreement.

2. In no event shall the Billings Public Library be obligated to pay any third party fees, expenses, or commissions to any third parties unless agreed to in writing in advance.

### **VII. INDEMNIFICATION**

The artist shall indemnify and hold the Billings Public Library and its successors, licensees, and assigns harmless against all liability or loss (including reasonable attorneys' fees) which they or any of them may suffer by reason of the breach of any of the terms, representations, and/or warranties of this Agreement.

### **VIII. REPRESENTATIONS and WARRANTIES**

1. The artist represents and warrants to the Billings Public Library that the work included in the exhibition, and any additional advertising or

promotional material prepared by the artist, do not violate the rights of privacy and/or constitute a libel or slander against any person or legal entity, and that the work will not infringe upon the copyright, confidentiality, or any other rights of any person or legal entity or any third party.

2. This agreement shall be governed by and construed in accordance with the laws of the State of Montana. The parties agree and consent that the jurisdiction and venue of all matters relating to this agreement will be vested exclusively in the federal, state, and local courts within the State of Montana. This agreement contains the entire understanding of the parties relating to its subject matter. No change or modification of this agreement will be binding upon either party unless made by a written instrument. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive such provision for the future. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. Should any provision of this agreement be determined to be void, it shall not affect the validity of any other provision of this agreement.

**Exhibition**

Name: \_\_\_\_\_

**Schedule**

Art drop-off date: \_\_\_\_\_

Exhibition date(s): \_\_\_\_\_

Art pickup date: \_\_\_\_\_

**Artist contact information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Inventory Checklist**

#	Title	Medium	Size	Price
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

*(Use additional sheets as necessary to list more works. A photographic inventory can also be performed upon request.)*

By signing below, parties have read, understand, and agree to the provisions in the Agreement.

**Work received by library:**

\_\_\_\_\_  
Library Staff

Date:

\_\_\_\_\_  
Artist

Date:

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**Work returned to artist:**

\_\_\_\_\_  
Library Staff

Date:

\_\_\_\_\_  
Artist

Date:



**DEED OF GIFT**

RECEIVED FROM:

Name:

Address:

Phone:

Email:

The donation described by the **Billings Public Library Archives** is an unrestricted gift (unless specifically stated herein) and subject to conditions outlined by the Library Archives Collection Policy following this deed of gift.

**DESCRIPTION OF GIFT MATERIAL AS FOLLOWS:**

**Creator of materials:**

**Date Range:**

**Size (in linear feet):**

**Collection consists of:** \_\_\_\_\_

\_\_\_\_\_

Use last page for additional space.

Are there materials you would like returned if we do not choose to keep them?  Yes  No

If yes, please list items: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If we choose not to accept some of the materials, may we offer them to other institutions?  Yes  No



## **BILLINGS PUBLIC LIBRARY ARCHIVE COLLECTION POLICY**

### **Mission**

Embrace, empower, and enrich our community through local history preservation and education.

### **Vision**

To provide free access to archive and library materials, stimulate historical thinking, and enhance knowledge of our community's past.

### **General Scope of Collections**

Billings Public Library's Archives (BPL Archives) collects and preserves physical primary and secondary resources related to Billings and Yellowstone County history, including, but not limited to: photographs, prints, albums and scrapbooks, maps, manuscripts, journals, correspondence, pamphlets, brochures, and advertising ephemera.

The Montana Room Library (MT Room Library) consists of published materials related to Montana history, including the library's rare book collection and Billings Gazette microfilm collection.

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### **Access to Montana Room Library Materials**

MT Room Library materials are all non-circulating. Excluding the rare book collection, these materials are available to the public during normal business hours.

Rare and/or deteriorating materials are stored in a secure environment and are available through appointment only. For the sake of preservation, access to these materials is at the discretion of the MT Room Librarian and/or Library Administration.

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### **Access to Archive Materials**

BPL Archives materials are available for examination via appointment only. All appointments are based on staff availability and subject to staff cancellation. Notebooks, laptops, tablets and other recording materials are permitted in reading area, but all backpacks, bags, purses, and other carrying cases are not.

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### **Donations**

Archive collections require time and labor to properly accession and process. As such, the Library Archivist and Library Director maintain complete decision-making authority over donations accepted into the BPL Archives. Selection criteria considers, but is not limited to: how the material relates to or enhances an existing collection, information contained within the material, historical/geographical/cultural relevance, prevention of material duplication, preservation and storage, and security requirements.

Donations are considered outright and unrestricted, for use in the best interests of the Billings Public Library. Accepted gifts are considered extremely important or the best available at the time acquired. No institution or individual, however, can predict the changing attitudes of future generations, nor guarantee permanency beyond the best available preservation procedures.

Upon evaluation, some material may be declared expendable. Additionally, material existing in collections may become expendable by acquisition of better examples. Expendable material include surplus, duplicate, non-relevant, or those with a deteriorated condition or limited use value. Such material will be used in the best interest of the BPL Archives, including but not limited to sale and exchange programs to acquire other needed material, loans to schools and other institutions, and disposal if the condition or value so warrants.

Certain items within the donation may be immediately determined as not adaptable to the BPL Archives' collections. Reasons for such determinations include duplication, lack of space and facilities, or failure to fit BPL Archives' areas of acquisition. Any items so deemed – if any – are listed on a separate sheet attached to Deed of Gift form. The donor is asked to advise the BPL Archives concerning disposition of such items.

Donors are responsible for arranging and paying for any appraisals of donations if one is required for tax deductions. Appraisals must be conducted prior to transfer of ownership. The BPL Archives cannot provide appraisals of donated materials.

**A signed Deed of Gift form legally transferring ownership from the donor to the BPL Archive must accompany all donations. The BPL Archives will consider all materials dropped off at library without a signed Deed of Gift as abandoned and may dispose of them.**

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## Accessioning, Deaccessioning/Weeding Archive Materials

### **Accessioning**

The BPL Archives will create an accession record for all donated and purchased acquisitions. Accessioning is the process of taking legal and physical custody over a record group or other materials, and the accession record is the formal documentation of this process.

### **Deaccessioning**

The BPL Archives reserves the right to periodically reappraise collections and deaccession/weed materials in a manner consistent with archival ethics and standards. Deaccessioning is a legal undertaking and all such actions will be cautious, deliberate, and scrupulous. Materials marked for deaccession will first be offered back to the original donor or his/her agent if so requested on Deed of Gift form. If the donor does not wish to reclaim the material or is unreachable, the BPL Archives may dispose of them.

The Library Director will approve all materials marked for deaccession and disposal. Complete records shall be maintained on all deaccessioned items and their subsequent disposition.

The BPL Archives may deaccession materials if it finds any of the following conditions to be true:

- Materials deemed no longer relevant to BPL Archives mission and purpose.
- Materials have deteriorated beyond their research or educational usefulness.
- The item is a duplicate of objects or records already in collection.
- Materials contain hazardous materials, or are actively decomposing in a manner that directly affects the condition of other items and/or the health and safety of the staff and/or visitors.
- The BPL Archives is no longer able to provide adequate care and storage for materials within the bounds of professional archival standards.
- Legal and ethical standards require removal of materials.

**The BPL Archives is under no obligation to archive or maintain any materials to which there exists no Deed of Gift or accession record.**

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## Cooperative Agreements

The BPL Archives may enter into loan arrangements with other organizations in order to preserve historical materials and/or make them more widely available.

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### **Publication of Archive Materials**

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Deed of Gift form created from template provided by Montana State Historical Society.

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