The Rochester Public Library ("RPL") identifies Stewardship and Curation as one of its strategic priorities, and curation of a variety of diverse collections is an important part of that strategy. The RPL places high importance on curating collections of materials created locally, including but not limited to books, documents, audio files, and artwork. This policy addresses gifts of art only.

**PURPOSE**

The purpose of this statement is to provide the policy and procedures for handling:

- Gifts of art offered to the RPL
- Placement of artwork

**SCOPE**

Works of art include sculpture, wall hangings, tapestries, stained glass, drawings, furniture, photographs, paintings, original and limited-edition prints, and artists’ books ("Artwork").

**POLICY**

Gifts of Artwork to the RPL will be reviewed on a case by case basis, beginning with the Library Director and Senior Managers, who will consider the following acquisition criteria:

- artistic merit
- relation to the library mission
- whether Artwork is original or a limited edition
- whether the Artwork was created locally
- availability of appropriate space for temporary and/or permanent display
- need for lighting, protection, framing or structures for display of the Artwork
- necessary regular maintenance or conservation
- condition of Artwork and need for repairs or restoration
- restrictions imposed on the donation and whether restrictions are acceptable considering costs, available staff time, available library space, impact of library operations and any other costs or impacts
- compliance with applicable local, state or federal, laws, codes, rules or regulations.

Acceptance of gifts of art by the RPL is subject to the following conditions:

- The RPL will not promise the permanent exhibition of any Artwork, but will strive to display donated works in the most suitable locations within the 12 buildings that comprise the Rochester Public Library.
- Gifts must generally be made without restrictions unless the Library Director determines that the restrictions are not detrimental to the RPL as defined in more detail in the acquisition criteria above.
- All donated Artwork shall become the sole property of the Rochester Public Library.
All gifts will be acknowledged with a formal receipt. However, no monetary value shall be assigned to any gift, nor such information included in any receipt.

PROCEDURE

- The Library Director’s Office will manage communication with artists and donors, and may request to view the item being offered.

- Appraisals of value will be the sole responsibility of the donor.

- If the gift is accepted, a letter of thanks will be sent to the artist or donor from the Library Director’s Office and if a gift is declined, a letter with a brief explanation based on the above acquisition criteria, will be sent to the artist or donor.

- The placement and installation of the Artwork will be at the direction of the Library Director’s Office and the Facilities Manager.

- The Library Director’s Office will be responsible for labeling the collection and maintaining an inventory of the Artwork, including name, title, medium, location, donor, date received or acquisition, and value, if applicable.

Approved by Rochester Public Library Board of Trustees October 1997
Revised August 2019
AGREEMENT FOR GIFTS OF ART TO THE ROCHESTER PUBLIC LIBRARY

The following work of art (“Artwork”) has been donated as a gift to the Rochester Public Library (“RPL”), 115 South Avenue, Rochester, New York 14604 in, by the below named donor (“Donor”) in agreement with the following conditions:

The Artwork is (brief description of the Artwork).

Acceptance of gifts of Artwork by the RPL is subject to the following conditions and RPL and the Donor agree to such conditions:

1. The RPL does not promise the temporary or permanent exhibition of the Artwork or any specific location for the display of the Artwork;
2. Gifts of Artwork are only accepted without restrictions, unless the Library Director determines that the conditions are acceptable;
3. The donated Artwork shall become the sole property of the Rochester Public Library;
4. The RPL is under no obligation to store or conserve the Artwork;
5. The RPL shall not undertake to provide a valuation on the Artwork;
6. The RPL agrees to comply with Article 14 of the Arts and Cultural Affairs Law and will not display the Artwork in an altered, defaced, mutilated or modified form without the artist’s consent, however the RPL does not commit to perform any specific maintenance, protection or conservation of the Artwork.

The Donor agrees to the following:

___ I hereby transfer all reproduction rights I have to the above described Artwork along with the full ownership of the physical Artwork, to the Rochester Public Library.

(or)

___ I have no rights of reproduction to the above described Artwork to the best of my knowledge, or I am unwilling to transfer these rights, however, I hereby transfer the full ownership of the physical Artwork to the Rochester Public Library.

The Donor and the RPL confirm that Donor has received no goods or services for the contribution listed in this agreement. Gifts to the RPL may be deductible from taxable income in accordance with the provisions of the Federal Income Tax Law, however the RPL makes no representations or assurances whatsoever about the ability of the Donor to deduct the value of the donated Artwork.

________________________________________
Director, Rochester Public Library

________________________________________
Donor Name

________________________________________
Signature of Donor

________________________________________
Address

________________________________________
City, State, Zip

________________________________________
Witness Name

________________________________________
Signature of Witness

________________________________________
Address

________________________________________
City, State, Zip