

The Rochester Public Library 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 Library 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 library
- Purchases of art for the library
- Placement of artwork

### SCOPE

Art is defined as sculpture, wall hangings, tapestries, stained glass, drawings, furniture, photographs, paintings, original prints, and artists' books.

### POLICY

Gifts of artwork to the Library will be reviewed on a case by case basis, beginning with the Library Director and Senior Managers, who will consider:

- artistic merit
- relation to the library mission
- availability of space
- necessary maintenance
- condition of art objects

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

- The Library cannot promise the permanent exhibition of any object but will strive to display donated works in the most suitable locations within the 12 buildings that comprise the Rochester Public Library.
- Gifts must be made without restrictions, except those covered by the Visual Artists Rights Act of 1990. In the case of an item covered under the Act, restrictions or conditions must be submitted in writing and retained with the agreement form.
- The objects given become wholly the property of the Rochester Public Library.
- The art selected should be original works of art or limited editions.
- Art works must conform to all building codes applicable to the 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 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.
- 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

Revision approved by the RPL Board of Trustees, October 2019

**AGREEMENT FOR GIFTS OF ART TO THE ROCHESTER PUBLIC LIBRARY**

The following art object has been donated as a gift to the Rochester Public Library, 115 South Avenue, Rochester, New York 14604 in agreement with the conditions printed on this form:

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

1. The Library cannot promise the temporary or permanent exhibition of any object;
2. Gifts are only accepted without restrictions;
3. The object given becomes wholly the property of the Rochester Public Library;
4. The Library is under no obligation to store or conserve any object;
5. The Library cannot undertake to provide a valuation on any gifts;
6. The Library agrees to comply with Article 14 of the Arts and Cultural Affairs Law and will not display the object in an altered, defaced, mutilated or modified form without the artist's consent.

The donor agrees to the following:

\_\_\_ I hereby transfer all reproduction rights I have to the above described object pursuant to the attached writing, along with the full ownership of the object itself, to Rochester Public Library.

\_\_\_ I have no rights of reproduction to the above described object to the best of my knowledge, or I am unwilling to transfer these rights.

The donor has received no goods or services for the contribution listed in this agreement. Gifts to the Library are deductible from taxable income in accordance with the provisions of the Federal Income Tax Law.

_____	Director, Rochester Public Library
_____	_____
Signature, Director, Rochester Public Library	Date
_____	_____
Donor Signature	Witness Signature
_____	_____
Date	Date
_____	_____
Donor Name	Witness Name
_____	_____
Donor Address	Witness Address
_____	_____
City, State, Zip	City, State, Zip