REPORT TO CITY COUNCIL

DATE: SEPTEMBER 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: AMY BRINK, DIRECTOR OF COMMUNITY SERVICES

SUBJECT: ESTABLISHMENT OF POLICIES AND PROCEDURES FOR

EXHIBITING ARTISTS

The purpose of this report is to create a process for artists to apply to art shows hosted each year by the Cultural Arts Council (CAC). Established in November 2010, the CAC is an integral part of the Cultural Arts Initiative, the City's comprehensive plan for the arts in Agoura Hills. The plan includes components such as offering cultural art activities, organizing art shows, developing cultural arts at special events, hosting literary programs, and more. Specifically, the CAC is committed to creating and offering five art shows each year. Those art shows include a Student Art Show, the Mayor's Art Show, and three solo or multi-artist shows. The CAC is also considering adding an art show to the annual Holiday Boutique, which has several local artisans participate in a two-day event. Art shows are held quarterly in the Art Gallery, or Sunroom area in the Agoura Hills Recreation and Event Center, and usually coincide seasonally with other cultural arts activities being offered.

The CAC needs to formalize the process by which local artists can apply to participate in one of the yearly art shows. Therefore, objectives to participate in art shows were developed, discussed, and reviewed with the CAC. Those objectives included to present a variety of exhibitions by local artists, to help local artists increase their public exposure, to offer a venue for appreciation of cultural arts for our community and visitors, and to generate a commerce opportunity to local artists as well as create self-sustaining funding for the CAC.

To achieve these objectives, the application process needs to be formalized with an effective set of policies and procedures for those interested artists. The policies and procedures will include the CAC Application and Selection Process, the Exhibition Policies, the Display of Artwork, the Sale of Artwork, the Removal of Work from Gallery, and Other Displaying Venues. Specific policies and procedures were developed by the CAC with input from local artists, local agencies who host art shows, and art galleries. The application process will also include a Loan Agreement between the City and the artist who is selected to show. Some of the key points in the proposed set of policies include a balanced and effective process for artists to apply to a show. Another key point worth mentioning is the twenty percent of a sale that will go back to the CAC.

These funds will assist in satisfying the objective of creating self-sustaining funding for the CAC. A give back, or payment to the art gallery for hosting a show, is common practice amongst artists and galleries in the art world. Finally, displaying and removing artwork is specifically addressed, which assists the artists by identifying boundaries.

The Policies and Procedures for Exhibiting Artists being considered have been reviewed by the past Community Services Subcommittee that included Mayor Pro Tem Illece Buckley Weber and Councilmember Deborah Klein Lopez. They have also been reviewed and approved by the City Attorney.

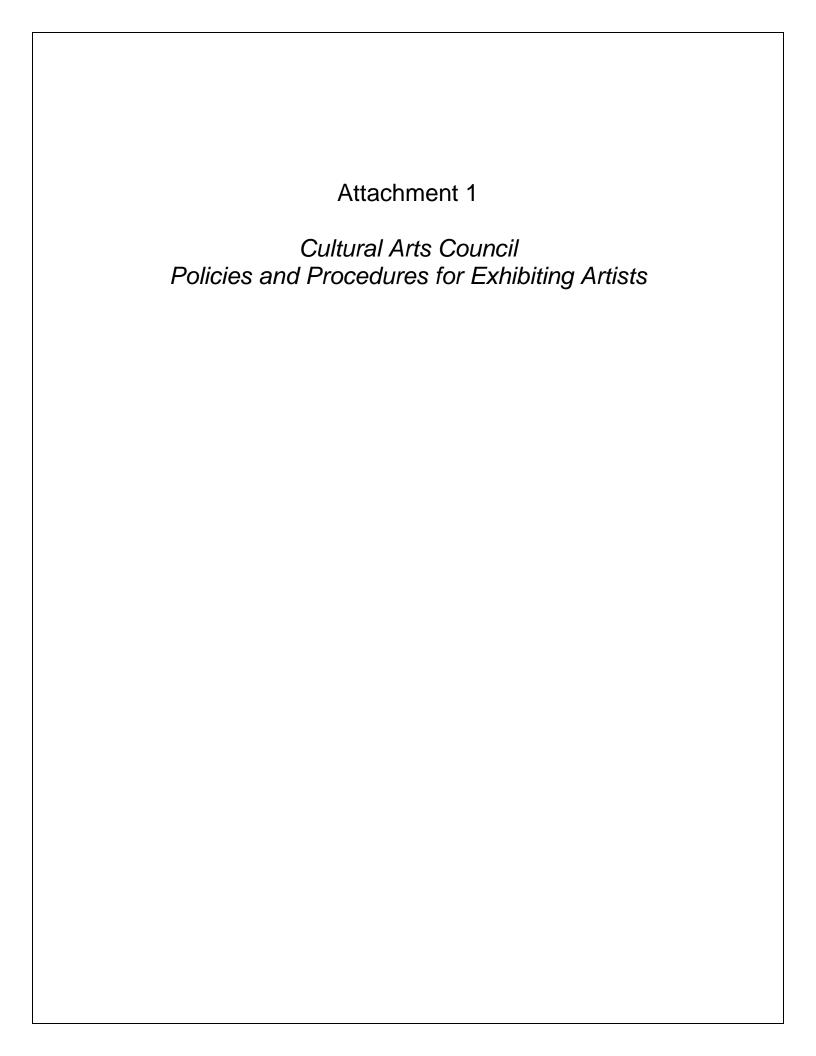
RECOMMENDATION

Staff respectfully recommends the City Council:

- 1. Approve the Policies and Procedures for Exhibiting Artists
- 2. Approve the City of Agoura Hills Art Loan Agreement
- 3. Authorize the City Manager to amend Policies and Procedures for Exhibiting Artists

Attachments: 1. Cultural Arts Council – Policies and Procedures for Exhibiting Artists

2. City of Agoura Hills Art Loan Agreement





Cultural Arts Council Policies and Procedures for Exhibiting Artists

The Agoura Hills Cultural Arts Council (CAC) seeks to satisfy the following objectives in selecting and developing exhibitions:

- ❖ To present a variety of exhibitions by local artists
- ❖ To help local artists (including organizations and amateurs) increase their public exposure
- To offer a venue for appreciation of cultural arts for our community and our visitors
- To generate a commerce opportunity for local artists as well as create selfsustaining funding for the CAC

The views expressed in the works exhibited are those of the Artist's and are not necessarily those of the City of Agoura Hills.

The Cultural Arts Council Policies and Procedures for Exhibiting Artists ("Policy") shall be given to and read by each prospective Artist interested in obtaining Exhibiting Artist status, prior to any review by the Selection Committee. To be accepted into Exhibiting Artist Status, the Policy must be signed and returned to the CAC.

I. CAC APPLICATION AND SELECTION PROCESS

A. Artist Eligibility

- 1. To apply for Exhibiting Artist status with the CAC of Agoura Hills, an Artist must complete the Exhibiting Artist Application Form ("Application"). Thereafter, the Application will be reviewed by the Selection Committee. If the Selection Committee selects the Artist's artwork to be featured, then the Artist will have Exhibiting Artist status.
- 2. In addition to the Application, the Artist may be required to submit four (4) samples of his or her artwork to the Selection Committee.
 - a. Only original artwork will be accepted.
 - b. Samples must be in the form of hard copies of high resolution photos (standard 4"x6") and must be mailed or delivered to the Agoura Hills Recreation and Event Center with the Application.
 - c. Samples must also include information on the artwork medium, size, and selling price (if applicable).
 - d. Samples will not be returned.

B. Selection Process

- 1. The Selection Committee shall include members of the CAC, City staff, and guest members selected by the CAC.
- 2. The Selection Committee shall review each Application and accompanying artwork and select artwork based on the current vision of the CAC.
- 3. The Selection Committee will base its determination on the following criteria:
 - a. The Selection Committee will consider a wide range of artistic expression in deciding on potential exhibitors.
 - b. Artwork will be selected on the basis of artistic merit, creative excellence, intellectual richness, as well as its contribution towards the spirit, goals, and theme of a proposed exhibit.
 - c. The Selection Committee shall consider the nature of any artwork, which may be appropriate for display to adults in some areas of the Event Center but are not suitable for viewing by children in open areas. Artwork that contains displays of drug use, alcohol use, or depictions of human genitalia or sexual intercourse may be considered mature and unsuitable for display in front of children.
 - d. The Selection Committee also reserves the right to reject any exhibit in full, or in part that may be considered controversial or so objectionable under contemporary community standards in the City of Agoura Hills as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with events at the event center.
- 4. All decisions regarding Exhibiting Artist status, as well as specific artwork selection, are at the discretion of the Selection Committee. However, the City of Agoura Hills governs all events and maintains the power to overturn all decisions. Please allow six to eight (6-8) weeks for consideration.
- 5. If an Artist applying for Exhibiting Artist status does not meet the criteria required by the Selection Process, the Artist may again submit an application six (6) months from the date of the first Selection Process.
- 6. The CAC reserves the right to select individual works to be shown with the works of other artists or may provide the opportunity for a one-person show.
- 7. Within two (2) weeks of the date notice is sent by the CAC that a submission was accepted for exhibition, the Artist must contact the CAC to confirm the exhibit dates and must provide a complete inventory list.

II. EXHIBITION POLICIES

A. Artwork Preparation

1. All framed artwork must have strap hangers/D-rings securely mounted to the side rails of the frame. The side attachments must be at least 1 inch below the top of the frame. No other hanging methods will be accepted.

- 2. The CAC reserves the right to reject improperly or poorly framed artwork at its discretion. Work that is fragile in nature or whose framing or display arrangement is of questionable durability may be rejected.
- 3. Problems with framing or wiring that occur during exhibition will result in the artwork being removed from exhibition and the Artist being contacted and asked to either repair the artwork or remove the artwork from the gallery.
- 4. Artist will coordinate hanging time of the artwork with City Staff. CAC members and City staff are responsible for the physical act of hanging the artwork.
- 5. Maximum weight for any artwork is 50 pounds.

B. Gallery Locations and Parameters

- The Agoura Hills Recreation and Event Center contains 3 separate hanging galleries: The Event Center Gallery, the Sunroom Gallery, and the Midway Gallery. The Event Center Gallery has limitations in both piece positioning as well as duration of showcase and its availability yields to the year round events booked at The Event Center.
 - a. Showcases in The Event Center Gallery are subject to different guidelines in regards to the duration of showing.

C. Identification of Artwork

- 1. A record, including a list and description, of all artwork to be exhibited must be submitted at least two (2) weeks prior to hanging.
- 2. All artwork to be exhibited must be documented via a label, which shall be attached to the artwork by the Artist when it is left with the CAC. Artwork not properly identified and documented will not be displayed.
- 3. All artwork to be exhibited must be identified on the back of the piece and will include the following information:
 - a. The Artist's name
 - b. The Artist's contact information including physical address, email address, and valid phone number of Artist
 - c. Medium
 - d. Title of the artwork
 - e. Selling price of this artwork (if applicable)

III. DISPLAY OF ARTWORK

- A. Lengths of exhibits will vary based on the CAC's discretion. Standard parameters will be limited to a maximum of a four (4) week period. Display dates will be established in advance. (*Please note Event Center Gallery expectations section II.B)
- B. No individual may display his or her artwork in the exhibit space more than two (2) times in a calendar year.
- C. The CAC reserves the right to change, reschedule or cancel exhibits when necessary.

- D. Permission to photograph and reproduce any artwork accepted in the exhibition for publicity purposes is considered granted unless otherwise stated in writing.
- E. No artwork will be displayed with a "NOT FOR SALE" (NFS) label, except with the written consent of the CAC.
 - 1. Artworks that are not available for purchase must be clearly designated "NFS" (Not For Sale).
 - 2. Written consent for the artwork to be "NFS" must be on record.

IV. SALE OF ARTWORK

- A. Any artwork on display that may be offered for sale will list prices established by the Artist.
- B. Any negotiation of price must be done directly between a buyer and the Artist.
- C. In the event of a sale, Artist is responsible for the actual sales exchange between the buyer and Artist.
 - 1. There will be a twenty percent (20%) return donation to the CAC placed on all items sold.
 - 2. Artist is responsible for including any sales tax which will be charged to the buyer.
- D. Artworks sold must remain on exhibit throughout the agreed upon display period, or replaced by another piece of comparable size and content by the Artist.
- E. Artwork displayed during the "Student Art Show" Exhibition may not be offered for sale for the duration of the Exhibition.

IV. REMOVAL OF WORK FROM GALLERY

- A. If an Exhibiting Artist does not sell any artwork, the Artist will be asked to remove all artwork from the gallery within ten days of the end date of the exhibition and may have the opportunity to submit an application and go through the Selection Process again in six (6) months after the date on which the exhibition ends.
- B. Removal by a buyer at the end of the exhibition period requires written proof of sales transaction as well as written permission of the Artist.
- C. Artwork left for more than twelve (12) months becomes property of the CAC.

V. LIABILITY

The CAC, the City of Agoura Hills, or any employee of the City of Agoura Hills shall not be responsible for theft or damage to the artwork displayed during the exhibit. The CAC's insurance policy covers only items owned by the City of Agoura Hills. Artists must provide their own insurance coverage. All Artists are required to sign a Loan Agreement, substantially in the same form attached hereto as Exhibit "A", that binds subsequent buyers of the artwork and successors in interest and a Waiver Agreement, substantially in the same form attached hereto as Exhibit "B," that releases the City of Agoura Hills from responsibility for any artwork displayed in the exhibit.

VI. OTHER DISPLAYING VENUES

Exhibiting Artists may be contacted about possible participation in displays at venues negotiated by the CAC. Participation is voluntary and does not affect the status of the

Exhibiting Artist. Artwork displayed at other venues by CAC must conform to all policies presented herein.

VII. UNDERSTANDING

I, the undersigned, have received and read a copy of the Cultural Arts Council of Agoura Hills Art Exhibit Guidelines and Policies and agree to abide by all its rules and regulations. I understand that in offering my artwork to be displayed in the Event Center, that I release the City of Agoura Hills, its officers, officials, employees, and volunteers, from any liability for injury or damages, destruction, loss, or theft of any item or items that may occur during the display period, installation or removal of the artwork.

WAIVER, RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE

		y understand that my participat on") exposes me to the risk of	
injury, death, commu	nicable diseases, illnesses,	, viruses, or property damage. this Exhibition and agree to ass	I hereby
death or damage to oparticipation in the Exh of or a AGREEMENT unders	or loss of personal property hibition from whatever cause, ny other participants in the tand that this document is n	for a arising out of, or in connection including the active or passive ne Exhibition. The parties to this not intended to release any party rm is used in applicable case la	with, my egligence WAIVER from any
my heirs, administrato	ors, executors and assigns,	n the Exhibition, I hereby agree, f that I shall indemnify and hold demands actions or suits arising n.	harmless
I HAVE CAREFULLY TO SUE AND FULLY	READ THIS RELEASE, HO	LD HARMLESS AND AGREEM ENTS. I AM AWARE THAT IT IS	
Artist's Name (print):			
Artist's Signature:		DATE:	
		DATE:	
Signature/ Parent or 0	Guardian (If under age 18)		
DECLARATION			
l,		, declare under p	penalty of
perjury under the laws of further declare that I sh any and all Claims re Exhibition, any and all ri	of the State of California that all indemnify and hold harmle sulting from, incident to, or isks assumed by Minor and m	I am the parent or legal guardian ess the City of Agoura Hills from a arising out of Minor's participate above, and/or the breach of any in and/or in the above Release.	of Minor. I nd against ion in the
By: Signature of Parent/Leç	gal Guardian		
Name: Printed Name of Parent	 t/Legal Guardian		



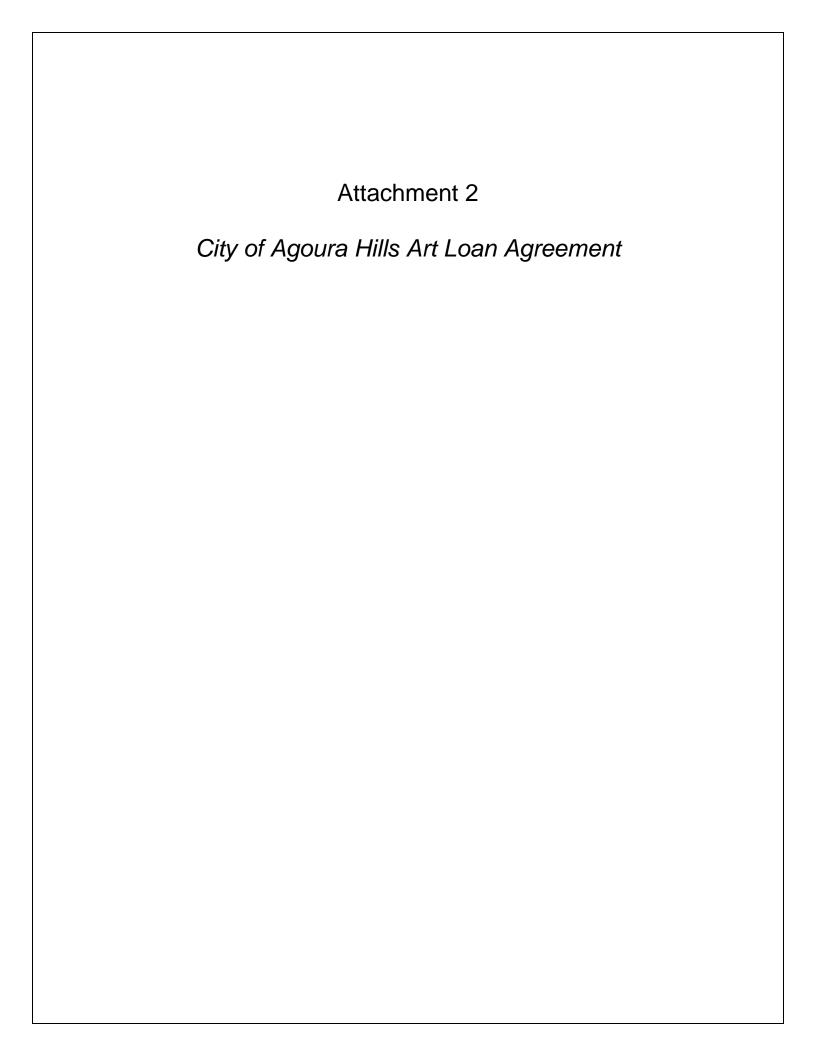
Exhibiting Artist Application Form

Thank you for your interest in exhibiting at the Recreation and Event Center of Agoura Hills. Please complete the following application and return it when you submit your photographs.

Artist Name:	Date:
Address:	
Home phone:	Cell phone:
Email address:	
Website:	
	exhibit. Include any information not readily ails, technique, unique characteristics, etc).
Please indicate the following:	
The ideal number of works you would	like to exhibit?
The size of the works you would like t	o exhibit?
Have you exhibited your artwork else	where previously? If so, list where and when:
Will the artwork you wish to exhibit be	e available for sale?

Please send submission photos and art exhibit application to:

Agoura Hills Recreation and Event Center
Attn: CAC/Kimberly Hollands, Recreation Supervisor
29900 Ladyface Court Agoura Hills, CA 91301
For more information or questions regarding the application, please call the Recreation Supervisor at (818) 597-7361.



CITY OF AGOURA HILLS ART LOAN AGREEMENT

by ar	nd be	ART LOAN AGREEMENT ("Agreement") is entered into as of, tween the City of Agoura Hills, a municipal corporation ("City") and ("Artist"), with reference to the following facts.
		RECITALS
	•	City has established an Exhibiting Artists Policy in cooperation with the Cultural "CAC") which authorizes the temporary display of selected works of art on ity-designated spaces in the Agoura Hills Recreation and Event Center ("Site").
	В.	The CAC has approved a temporary art display, titled "
Artist.	C.	The Artist desires to participate in the Exhibition and loan City artwork created by
agreer		THEREFORE , in consideration for the mutual promises, conditions, and et forth herein, the City and the Artist agrees as follows:
Work athe example the American	as part act loca rt Work s that the tion and	Loan. Artist agrees to lend to City the artwork more particularly described in a Work") and City agrees to borrow the Art Work for the purpose of exhibiting the Art of the Exhibition at the Site. City at all times has the sole discretion to determine ation of the Art Work at the Site or any other location in which to exhibit the Art Work. It is shall remain in the possession of the City for the time specified herein, but Artist the CAC may withdraw the Art Work from the Exhibition at any time in City's sole of that this Agreement may be terminated by the City at any time with or without withdrawn or terminated, the City shall provide notice of said action to Artist.
and er	2. nding or	Loan Term. The term of the loan of the Art Work shall be from,
Artist i of the with th and ev Work,	s responder Art Woble City. Very office regard	Transportation, Delivery, Installation and Removal. Artist certifies that the Artist condition as to withstand ordinary strains of transportation, delivery, and handling ensible for all costs incurred in the transportation, delivery, installation and removal rk. Installation and de-installation of the Art Work at the Site shall be coordinated Artist hereby releases and holds the City, City Council and each member thereof, cer, employee and agent harmless from any liability for damage to or loss of the Artiess of who causes such damage, which results from the transportation, delivery, and removal of the Art Work.
	4.	Care and Preservation.

a. The City will exercise the same care with respect to the Art Work as it does in the safekeeping of comparable property of its own. It is understood, however, that the Art Work shall be displayed in a high-traffic location at the Site. City makes no warranty of any kind as to the fitness of the Site for display of the Art Work, and Artist acknowledges that the Art Work may be subject to exposure to and damage from light, temperature, dust, dirt, humidity, human contact, and the possibility of theft, vandalism and malicious mischief.

- b. In the event of any damage to the Art Work which requires immediate repair or removal of the Art Work in order to prevent injury to persons or property, Artist shall at its own cost either immediately repair or remove the Art Work following receipt of notification from City of the need for such repair. In the event Artist fails to perform the repairs or removal within a reasonable time, or if the damage to the Art Work is such that immediate action is required in order to prevent injury to persons or property, City may take action to remove, repair and/or secure the Art Work and Artist shall reimburse City for all costs and expenses incurred in connection therewith promptly following receipt of a written statement. Notwithstanding, City reserves the right to require removal of the Art Work if the City determines, in its sole discretion, that the Art Work may be a safety hazard. In such case, Artist shall be notified to transport its Art Work from the Site upon its removal by the City.
- c. Artist hereby releases and holds the City, City Council and each member thereof, and every officer, employee and agent harmless from any liability for damage to or loss of the Art Work, regardless of whom or what causes such damage, and City shall not be responsible for the preservation and/or safekeeping of the Art Work, nor shall City have any liability for theft, loss or damage to the Art Work.
- 5. Insurance. Artist shall insure the Art Work for its stated value set forth in Exhibit A under a standard policy of insurance for art objects during the term of this Agreement. Artist shall insure the Art Work under a standard policy of insurance for Art Work against all risks of physical loss or damage which may contain standard exclusions, including exclusions for wear and tear, gradual deterioration, insects, vermin; damage from repair, restoration or retouching processes; hostile or warlike action, insurrection, and rebellion; and nuclear reaction or radioactive contamination. Prior to the delivery of the Art Work, Artist shall supply the City with a certificate of insurance naming the City as an additional insured. In the event such insurance is not adequate to cover losses which arise in connection with this Agreement, Artist shall be responsible for all such losses not covered by insurance and hereby releases City, City Council and each member thereof, and every officer, employee and agent of City from any liability for any and all claims arising out of such loss or damage.
- **6. Indemnification**. Artist hereby warrants that, to its knowledge, the Art Work is durable, structurally sound, properly constructed and securely fastened. Artist hereby agrees to defend, indemnify, protect and hold harmless City, and its officers, agents and employees, from and against: (i) any and all losses, liability, costs or expenses (including attorneys' fees and costs) arising from or in connection with, or caused by the intentional, reckless, negligent or otherwise wrongful act or omission of Artist, its agents, employees, subcontractors or other personnel; (ii) any and all losses, liability, including property damage or death, and costs or expenses (including attorneys' fees and costs) arising out of or related to defects of the Art Work; (iii) any copyright or ownership issues relating to the Art Work; (iv) any other liabilities arising from the Art Work.
- 7. Removal of Art Work. Upon the expiration of the term of this Agreement or if sooner terminated as set forth herein, Artist shall remove the Art Work from the Site. In order to minimize disruption of pedestrian and/or vehicular traffic, Artist shall schedule the removal with the City, at least ten days in advance of the date of termination. Artist is responsible for the costs of transporting the removed Art Work from the Site. If Artist fails to retrieve the Art Work within thirty (30) days after the term of this Agreement, City shall have the right to remove and store the Art Work at a City facility at Artist's cost and expense. If City is required to remove the Art Work from the City facilities for storage at another location, Artist shall reimburse the City for all cost and expenses incurred for the removal and storage of the Art Work. Artist shall reimburse the City promptly following receipt of a written statement. If, after one year, the Art Work has not been

reclaimed, then, and in consideration for its storage, insurance and safeguarding during such period, the Art Work shall be deemed an unrestricted gift to the City. If the legal ownership of the Art Work shall change during the pendency of this loan, whether by reason of death, sale, insolvency, and gift or otherwise, the new owner may, prior to the Art Work's return, be required to establish his or her legal right to receive the Art Work upon proof satisfactory to the City.

- **8. Artist's Credit.** During the term of this Agreement, City shall place a credit near the Art Work which contains the name of the artist(s) and the title(s) of the Art Work as set forth in Exhibit A along with such other information as the City and the CAC deem appropriate.
- **9. Artist's Warranty.** Artist represents and warrants to City that it is the owner of the Art Work and has the proper legal authority to loan the Art Work to City on the terms and conditions set forth in this Agreement. Artist shall hold harmless City, and its officers, agents and employees from any and all losses, liability, costs or expenses (including attorneys' fees and costs) arising from any breach by Artist of such representation and warranty.
- 10. Sale of Artwork. Artist may sell the Art Work during the term of this Agreement; however, Artist shall as part of the sale ensure that this Agreement, and the obligations and rights hereunder, are assigned to the new owner. Under no circumstances shall the sale of the Art Work adversely affect City's rights under this Agreement, including, but not limited to City's right to possess the Art Work under the term hereunder. Upon its sale, payment for the Art Work must be submitted to the City and City will retain 20% of the proceeds as a donation to the CAC and pay the remaining sum to Artist. Additionally, Artist shall provide to City must proof of transfer of ownership and written notice as to whom the Art Work should be released to upon expiration or termination of this Agreement.
- 11. Photography and Reproduction. Artist authorizes City to photograph, telecast, videotape, reproduce and publish the Art Work in any medium for any purpose including but not limited to archival, educational and publicity purposes related to the Exhibition and/or the City. It is understood that during the Exhibition there will be no prohibition against patrons or the media from photographing or videotaping any of the Art Work contained in the Exhibition. This provision shall survive termination of this Agreement.
- 12. Addresses for Notices. Any notices, demand or documents required by this Agreement shall be in writing and may be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth as follows:

To City: Attn: Cultural Event Coordinator

City of Agoura Hills 29900 Ladyface Court

Agoura Hills, California 91301

To Artist: See Exhibit A.

Either party shall have the right to designate a different address by written notice similarly given. Artist shall notify City promptly in writing if there is any change in ownership of the Art Work or if there is a change in the address of Artist. City assumes no responsibility to search for Artist or subsequent owner if it cannot be reached at the address of record provided herein.

- 13. General. This Agreement represents the entire integrated agreement between City and Artist and supersedes all prior negotiations, representations or agreements, either written or oral. Except as otherwise provided herein, this Agreement may be amended only by a written instrument signed by both the City, through its City Manager and Artist. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. In the event either party shall commence any action against the other party relating to this Agreement or for the breach of any obligation contained herein, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, expenses and court costs.
- 14. Successors, Assigns and Transfers of Ownership. The terms of this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors in interest and assigns of the parties hereto. Artist shall not assign or attempt to assign any portion of this Agreement without the prior written approval of City, except as otherwise provided herein.
- 15. Contract Administration. The City Manager, or his designee, shall be the City's designated representative with respect to this Agreement. The City Manager shall have the authority to give approvals or consents required hereunder and to otherwise act on behalf of the City for purposes of this Agreement

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

	CITY OF AGOURA HILLS
	Nother Hamburger City Manager
ATTEST:	Nathan Hamburger, City Manager
Kimberly M. Rodrigues, City Clerk	
APPROVED AS TO FORM:	
Candice Lee, City Attorney	
	ARTIST: [Name]
	, Artist

EXHIBIT A

ARTWORK DESCRIPTION

Exhibition:
Address of Artist:
Business, Home and Cell Phone Number of Artist:
<u>Description of Art Work</u>
Title of Art Work:
Type of Art Work:
Medium of Materials and Support:
Height and Width of Art Work:
Insurance Value (U.S. Currency):
Insurance Value Determined By:
Remarks on the Condition of Artwork: