

Legislative Council Policy on Loaned Art Exhibits

Introduction

The Legislative Council establishes the following procedures that govern the display of loaned artwork in the State House and on the first and second floors of the Cross Building (legislative areas). These procedures are intended to comply with all applicable provisions for coverage under the Fine Arts Insurance policy for the Maine Legislature. The State House and the Cross Building are public buildings, and although security systems are present in both buildings, security for the purposes of preventing theft or malicious damage to loaned artwork is limited. As such, the Legislative Council makes no representation that loaned artwork that may be on exhibit from time to time is safe from risk of theft or physical damage. Questions about this policy or insurance coverage of loaned artwork should be directed to the Office of the Executive Director, Legislative Council whose mailing address is 115 State House Station, Augusta, ME 04333-0115 or by calling (207) 287-1615.

Insurance coverage

The Maine Legislative Council provides limited insurance coverage for artwork while the artwork is on exhibit in the State House or the legislative floor of the Cross Building under a museum collection and temporary loan policy administered by the State of Maine's Division of Risk Management. The policy provides insurance coverage for named works of art, for their stated wholesale value up to a maximum of fifteen thousand dollars (\$15,000) per individual work while on exhibit and in the legislature's possession, against risks of loss or physical damage, BUT EXCLUDING among other things, wear and tear, gradual deterioration, moths, vermin or loss or damage resulting from a repairing or restoration process. Artwork is not covered during transit, installation or removal of the work unless an individual or firm under contract to the Maine Legislative Council for this purpose conducts the activity.

In order to effect insurance coverage, the artist or the artist's authorized representative must provide the Legislature with a list of the works to be exhibited and the wholesale value of each work. In addition, the artist or the artist's authorized representative must enter into a loaned art agreement with the Legislative Council. Unless the Legislative Council contracts for the installation or removal of the work, the artist whose work is to be exhibited must also sign a general Release from Liability.

Delivery, installation and removal of exhibit

The artist or the artist's authorized representative is responsible for the delivery of the artwork and must oversee the installation of the work at the place of exhibit. Furthermore, the artist or the artist's authorized representative must oversee the removal of the work from its place of exhibit and is responsible for the removal of the work from the State House or the Cross Building.

Scheduling an exhibit

An artist who wishes to exhibit his or her work should contact the head of the legislative office where he or she wishes to exhibit the work, and work with that individual or the individual's designee to select appropriate items to be exhibited, the location(s) of the exhibit and the specific dates of display.

Promotion

The artist or the artist's authorized representative is responsible for providing a list of the works to be exhibited and relevant information about the artist, including how to contact the artist. The artist may not arrange for open houses or commercial marketing of the artwork on exhibit in the building(s). The Legislature may announce the exhibit in appropriate legislative publications.

Effective date

This policy, originally adopted by the Legislative Council at its monthly meeting on January 29, 2002, became effective on that date, was revised effective March 1, 2005, and is further revised effective March 11, 2007.

**Maine Legislative Council
Loaned Art Agreement**

Full Name of Artist (print clearly) _____ Tel: _____
Mailing Address: _____

Named artwork (*check one or both*):

As listed below As noted on attached list, totaling ____pages

Title/medium: _____ Value: \$ _____
Title/medium: _____ Value: \$ _____
Title/medium: _____ Value: \$ _____
Title/medium: _____ Value: \$ _____

Room & floor location at which artwork is to be exhibited: _____

Date artwork will be delivered & placed on exhibit: _____

Date the exhibit is scheduled to end & be removed: _____

Insurance

I understand and agree that the artwork I have loaned to the Maine Legislature or its offices for exhibit is insured against loss or physical damage, except for normal wear and tear, and subject to certain policy exclusions, through a museum collection and temporary loan art insurance policy administered the State of Maine's, Division of Risk Management. Such insurance coverage is for the stated wholesale value, up to a maximum of fifteen thousand dollars (\$15,000) per individual work while it is on exhibit in the State House or the Cross Building. I understand and agree that no insurance or other coverage against loss or physical damage is provided for artwork during transit, installation or removal unless that activity is conducted by an individual or firm under contract to the Legislative Council for that purpose as noted below. I also understand and agree that all insurance coverage terminates upon midnight of the scheduled end date for the exhibit or removal of the artwork from its place of exhibit, whichever is earliest.

Building security is limited; as such, the Legislative Council makes no representation that loaned artwork on exhibit is completely safe from risk of theft or physical damage.

Installation & removal of artwork

I agree that the artwork I have loaned will be installed and, following exhibit, removed by (check one):

the undersigned artist or the artist's authorized representative (release from liability form must be signed) [Name of representative: _____]

an individual or firm under contract to the Legislative Council, and I (or my authorized representative) will oversee the delivery, installation and removal of the artwork.

Artist responsible for delivery & removal of loaned artwork

I agree that I am responsible for making all arrangements necessary for the delivery and removal of the artwork and further agree to remove the artwork from no later that the scheduled end of the exhibit.

Signed: _____ Date: _____
Signature of artist or artist's authorized representative

Additional Loaned Art Listing (continued from Page 2)

Name of Artist: _____ Telephone: _____
Mailing Address: _____

Named artwork (*check one*):

As listed below As noted on attached list, totaling ____ pages

Title/medium: _____	Value: \$ _____
Title/medium: _____	Value: \$ _____
Title/medium: _____	Value: \$ _____
Title/medium: _____	Value: \$ _____
Title/medium: _____	Value: \$ _____
Title/medium: _____	Value: \$ _____
Title/medium: _____	Value: \$ _____
Title/medium: _____	Value: \$ _____
Title/medium: _____	Value: \$ _____
Title/medium: _____	Value: \$ _____

Release from Liability

I, the undersigned, agree to install and, after exhibit, remove the artwork described in the Loaned Art Agreement at my own risk. I agree not to hold the State of Maine, including the Maine Legislature and its offices, responsible for any loss or damage to my artwork or for any injuries that may occur during transit, installation or removal of artwork.

Signed: _____ Date: _____

Witnessed by: _____

[to be completed at the time of installation by the head of the legislative office where the artwork is to be exhibited]

I acknowledge receipt of the artwork described in this Agreement and certify that it was inspected for damage and installed in accordance with the terms stated above.

Signed: _____ Date: _____
Signature of head of legislative office or designee

Printed Name: _____ Title: _____
Legislative Office: _____
Location of Exhibit: _____

[to be completed at the time of removal by the artist (or the artist's authorized representative) and the head of the legislative office where the artwork was exhibited]

Termination of Loaned Art Agreement

The artwork described in this agreement has been removed from exhibit and returned to the artist or the artist's representative on _____ as noted below:
Date

[check one]

The undersigned agree that the artwork is returned with no damage. No claim for loss or damage will be filed.

The undersigned agree that the following artwork was damaged or lost as noted below:

Title: _____ Nature of damage: _____

Signature of Artist (or artist's representative): _____

Signature of Head of legislative office (or designee): _____

Date signed: _____

A signed copy of this Agreement must be filed with the Office of the Executive Director for insurance coverage purposes.