



State of Rhode Island

**Department of State | State Library**

**Gregg M. Amore, Secretary of State**

**PLEASE THOROUGHLY READ THE FOLLOWING GALLERY EXHIBITION AGREEMENT  
AND INDICATE YOUR AGREEMENT BY SIGNING WHERE APPROPRIATE  
AND INITIALING THE BOTTOM OF EACH PAGE.**

**Please complete and sign two (2) copies.** Retain one copy for your records and return the other to the Rhode Island Department of State, State Library 82 Smith Street, Room 208, Providence, RI 02903.

**GALLERY EXHIBITION AGREEMENT**

The Lower Level Gallery was developed by the RI Department of State (“DOS”) to provide an exhibition space for area artists, and to bring new and diverse audiences into the RI State House (State House). On a rotating basis, the Lower Level Gallery hosts multidisciplinary exhibits in partnership with community artists, curators, and local art and cultural organizations.

This Gallery Exhibition Agreement (the “Agreement”) is entered into by and between the artwork lender or their designee (the “Lender”) and the Rhode Island Department of State (the “Borrower” or “DOS”) for the visual art exhibition of certain artworks or objects at the State House Lower Level Gallery (the “LLG”) taking place from [DATE] to [DATE] (the exhibition will hereinafter be referred to as the “Exhibition”).

Whereas the Lender has created and/or owns and/or has legal possession with the authority to display the artwork(s) or object(s) (the “Objects”) listed in the Artwork Submission Form attached hereto as Appendix 1 and desires to exhibit the same; and whereas the Borrower desires to exhibit the Objects in the Exhibition; the parties agree as follows:

**A. GENERAL INFORMATION**

**1. Borrower/DOS Contact Name:**

**Title:**

**Telephone:**

**Email:**

**2. Lender Name/Organization:**

**Address:**

**Telephone:**

**Email:**

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**3. Exhibition Title:**

**Exhibition Opening Date:**

**Exhibition Closing Date:**

**4. Object(s) to be exhibited by the Lender** shall be itemized in the Artwork Submission Form attached as Appendix 1 hereto.

**5. Dates of Delivery & Pickup of Objects:**

**Date Borrower Shall Receive Object(s):**

**Date Lender Shall Pick-up Object(s):**

**B. CONDITIONS GOVERNING AGREEMENT**

**1. SUITABILITY AND NATURE OF EXHIBITED WORK**

- a. The LLG is committed to the protection of artistic freedom in the creation and exhibition of art and the LLG respects freedom of expression in visual art. The LLG does not, however, function as a traditional gallery or museum, as it is situated within a government building through which a broad range of people of all ages, ethnicities, opinions, and backgrounds, some of whom are there to conduct business with the State, pass. This is not a private gallery, where the exhibition of any work would not be questioned. We therefore ask that Lenders exercise a great deal of discretion in the choice of works they seek to display, including the presentation of works that contain nudity, or which touch on racial, ethnic, political, or religious issues. In order to assure suitability, potential Lenders are required to furnish
- b. Borrower with images of works and text proposed for exhibition eight weeks in advance of an exhibition opening. Borrower reserves the right to prohibit the exhibition of artworks deemed, in its sole discretion, to be inappropriate, at any time. For example, works depicting subjects of contemporary political controversy or a sensationalistic or gruesome nature are not allowed. The Borrower also reserves the right to remove or relocate artwork at its sole discretion. Display of artwork in the LLG does not create a public forum.
- c. Three-dimensional works may be installed in the gallery only with prior agreement by Borrower. Pedestals and vitrines will be provided by the Lender.
- d. DOS reserves the rights to determine the length of time an exhibition is displayed.

**2. DELIVERY & PICK-UP OF OBJECTS ACCEPTED FOR DISPLAY**

- a. Lender certifies that it is the owner and/or has legal possession with authority to display the Objects. If the legal ownership or arrangement regarding legal possession of the Objects changes while held by Borrower, the new owner or person(s) with right to possession will be required to establish his/her/their legal right to the Objects in a manner satisfactory to Borrower

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at the time of the change and upon pick up. It is incumbent upon the Lender to notify Borrower of any changes to his/her/their contact information.

- b. Lender certifies that the Objects lent are in good condition and will withstand ordinary strains of packing and transportation.
- c. The Borrower will prepare arrival and departure condition records of the Objects at the beginning and end of the loan by completing the Artwork Submission Form attached hereto as Appendix 1 and attaching one or more photos of the Object taken both at the beginning and end of the loan.
- d. Costs of transportation and packing shall be borne by Lender. To properly record and install all accepted pieces, all Objects must be hand-delivered to Borrower on the date specified in *Section A(6)* of this Agreement. Objects shall not be delivered in advance of this specified date.
- e. All Objects must be securely framed and/or ready to hang or display at the time of delivery.
- f. The Lender is responsible for creating, producing and providing all exhibit signage, labels and/or catalogs. These materials must meet the display conditions as exhibit materials.
- g. Borrower agrees to provide installation materials to hang or otherwise display the Objects; the installation of the Objects, however, is the responsibility of Lender. Borrower may assist with the installation of the Objects if available or at the request of the Lender.
- h. All Objects must be individually marked with the Lender's name, address, phone number, email address, the name of piece, and its dimensions (H" x W" x D"). The form for completing this data is attached hereto as Appendix 1. Any delivered Objects that do not conform to approval previously given, or that are deemed unsuitable for display, or that are not the actual pieces that were accepted, may, at the Borrower's discretion, not be installed and must be picked up by Lender promptly after notice from the Borrower.
- i. Upon delivery of the Objects, Lender must remove all crates and packing materials and return with them for de-installation. Borrower will not store packing materials and/or crates.
- j. Lender hereby agrees to remove from the LLG its Objects by the date specified in *Section A(5)* of this Agreement, or on an earlier date as may be determined by Borrower, as provided herein (the date determined by Borrower as the pickup date shall hereinafter be referred to as the "Termination Date"). Borrower shall not be responsible for any loss of or damage to the Objects incurred after the Termination Date, or for insuring the Objects left beyond such date. The Borrower shall not be responsible for unclaimed work.
- k. Lender shall arrange for de-installation and pick up of the objects at the State House. Lender shall bear any costs and provide the labor required to de-install and remove the objects from the LLG and the materials needed to pack and remove all Objects.
- l. Lender shall complete and sign the pick-up certification included in Appendix 1 at the time of removal of the Objects from the LLG.

### **3. CARE AND EXHIBITION**

- a. Borrower will exercise the same care for Objects in its possession as it does in the safekeeping of comparable property of its own.

### **4. BORROWER POSSESSION OF LOANS**

- a. Objects shall remain in the possession of Borrower from the date of receipt specified in *Section A(6)* of this Agreement until the Termination Date and shall not be removed by the Lender or by any agent of the Lender prior to the Termination Date. Borrower reserves the right to withdraw the Objects from the Exhibition for any or no reason, at its sole discretion.

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## **5. INSURANCE**

- a. Unless otherwise agreed to in writing, the Borrower will insure the Objects from the date Borrower receives the Objects for installation as specified in *Section A(6)* of this Agreement through the Termination Date. The Objects will be covered under the State of Rhode Island's Fine Arts umbrella policy. Coverage limits are available upon request.
- b. The Borrower shall not be responsible for loss of or damage to the Objects during delivery and installation, or for insuring Objects during transportation to and from the LLG (this is not "wall to wall" coverage) or left at the LLG beyond the Termination Date.
- c. If insurance is waived by the Lender, the Lender shall do so in writing via delivery of a waiver to the Borrower, which waiver shall constitute the agreement of the Lender to release and hold harmless the Borrower from any and all liability for damages to or loss of the Objects during the loan.
- d. The State of Rhode Island and/or its insurer reserve the right to substantiate the value of the Objects prior to settling any claim with the Lender. The amount payable by the insurance company in accordance with this Agreement is the sole recovery available to the Lender from the Borrower in the event of any loss or damage.
- e. To qualify for coverage, an inventory of the Objects to be exhibited must be provided in advance of the Exhibition's opening, in the form provided as Appendix 1. Information on the name of the Objects, the name of the Lender, the name of the artist (if different from the Lender), the dimensions of the work, the physical condition of the work, the material (oil, watercolor, etc.), and the Objects' estimated value should be provided by the Lender. Other than an official appraisal, the estimated value of any work is speculative only and may not be sufficient to establish value for purposes of approving a claim. An official appraisal may be requested by the State's insurance carrier to establish actual replacement value in the event an insurance claim must be filed.

## **6. REPRODUCTION AND CREDIT**

- a. Unless otherwise agreed upon in writing, the Lender agrees that the Borrower may photograph and reproduce images of the Objects for the purpose of Exhibition-related educational or publicity purposes and condition documentation. The Lender agrees that images produced may be used for both printed and electronic purposes associated with the Exhibition.
- b. Lender shall provide the exact form of the Lender and/or artist's name and credit to appear for catalog, exhibition labels, and education/publicity as provided in Appendix 1.
- c. All images reproduced, whether for an Exhibition catalog or educational or publicity purposes, shall show proper acknowledgement in accordance with the credit line information provided by Lender in Appendix 1.

## **7. FACILITIES**

- a. The LLG is a large, high-traffic area in the main corridor of the lower level of the State House. There are three lit areas of wall space established for the display of artwork, and a fourth wall available that does not have any additional lighting or hanging infrastructure. A plan depicting the gallery layout is attached hereto as Appendix 2. Within the three lit areas, a click-rail gallery hanging system has been installed and walls have been painted white for the display of artwork. The areas are lit by low-voltage adjustable track lighting.

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- b. Lender understands that the State House **is a state office building and not a museum**. It is open to the public during regular business hours, usually between 8:30 a.m. and 4:30 p.m. on weekdays. It is closed on weekends and official State holidays. The exception to these hours is on legislative session days. The legislative session runs January through June on Tuesdays, Wednesdays, and Thursdays. The building's closing time is dependent on when session and committee work end for the day. The building is locked during non-business hours.
- c. Lender understands that the State House does not have air-conditioning systems. While conditions are not generally inhospitable for art, the environment is not museum-quality, and humidity and temperature can fluctuate, particularly in summer months.
- d. Lender understands that the Objects will be displayed in areas with the following security precautions: automatic fire detection and suppression systems, 24/7 monitored surveillance cameras, and Capitol Police at the entrances to the State House. Capitol Police are responsible for the entire building and are not stationed in the LLG, but they will provide for the security of the Objects as part of their responsibility for the building.
- e. Except under special circumstances determined by DOS and agreed upon in writing, there will be no barriers separating the public from the art on display.

#### **8. SALE OF EXHIBITED WORK**

- a. The LLG is not a commercial gallery, and it should not be used for commercial purposes. This does not mean that work on display cannot be made available for sale. It simply means that the sale of work should be subordinated to the display of work.
- b. Sales should not take place on site at the LLG, and any work purchased during the run of an exhibition must continue to be displayed until the termination date. If a work on display has been sold, to indicate that the work is no longer available for sale, the Exhibitor may mark the display label and the sales information sheet with a small dot or other symbol.
- c. The Borrower will not participate in the sale of any item on display in the LLG, nor will it seek any commission or payment for any sale that occurs.

#### **9. DISPLAY CONDITIONS**

- a. Only conservation quality exhibiting materials and techniques may be used by the Lender to display borrowed items, signs and exhibit catalogs. No pins, tacks, adhesive tapes, staples, or glue of any kind may touch the gallery walls without prior agreement from DOS.

#### **10. TERMINATION**

- a. Unless otherwise agreed to in writing, this Agreement shall terminate on the Termination Date.

#### **11. MISCELLANEOUS**

- a. All modifications, deletions or additions to this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire agreement between the parties hereto.

#### **12. GOVERNING LAW**

- a. This agreement shall be governed by and in accordance with the laws of the State of Rhode Island.

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**IN WITNESS WHEREOF**, the parties agree to the terms and conditions as of the latter of the two dates stated below.

**LENDER:**

Signature:

Name (print):

Company Name (if any):

Title:

Date:

**BORROWER:**

Signature:

Name (print):

Title:

Date:

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**APPENDIX 1**

**Artwork Submission Form**

**Complete one form for each object.**

Name of Artist (Print): Email: Home phone:
Cell phone:
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">           Artist's Signature         </div> <div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">           Date         </div> </div>

**Lender Name:** \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

**Artist Name (if different from Lender):** \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

**Artwork/Object Submission:**

Title of Artwork/Object:

Size (dimensions—height x width x depth):

Medium (oil, watercolor, etc.):

Year:

Appraised or Estimated Value for Insurance purposes:

Artwork/Object Condition:   \_\_\_ Excellent   \_\_\_ Very Good   \_\_\_ Good   \_\_\_ Fair



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Comments on condition or special handling instructions:

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Please state if reproduction quality images are available for this Artwork/Object and, if so, how they may be obtained:

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Please provide the exact form of the Artist name or credit to appear for catalog, exhibition labels, and publicity:

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The attached photographs of the Artwork/Object(s) were taken by the following individuals on the following dates:

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**BORROWER CERTIFICATION:**

I hereby certify that Lender dropped off the above Artwork/Object on \_\_\_\_\_, 20\_\_\_\_ in good condition.

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Borrower/DOS Date

**LENDER CERTIFICATION:**

I hereby certify that I picked up the above Artwork/Object on \_\_\_\_\_, 20\_\_\_\_ in good condition.

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Lender Date



## APPENDIX 2

### Gallery Dimensions

The Lower Level Gallery is comprised of three hallways (Eastside Hallway, Northside Hallway, and Westside Hallway) of a complete rectangle in the middle of the State House. All measurements go from left to right when facing that wall.

#### Eastside Hallway: Interior Wall – Click-rail System and Gallery Lighting

- First Wall: 46"
  - No click-rail system here
- Alcove: 72"
  - Recessed 16" on left and 12" on right
- Long Wall: 445"
- Alcove: 72"
  - Recessed 12" on left and 16" on right
- End Wall: 46"
  - No click-rail system here

#### Northside Hallway: Interior Wall – Click-rail System and Gallery Lighting

- First Wall: 46"
  - No click-rail system
- Alcove: 107"
  - Recessed 12" on left and 16" on right
- Long Wall: 374"
- Alcove: 107"
  - Recessed 16" on left and 12" on right
- End Wall: 46"
  - No click-rail system

#### Westside Hallway: Interior Wall – Click-rail System and Gallery Lighting

- First Wall: 47"
  - No click-rail system
- Alcove: 71"
  - Contains Shoeshine Bench
  - Recessed 12" on left and 16" on right
- Long Wall: 445"
- Alcove: 71"
  - Recessed 18" on left and 12" on right
- Last Wall: 47"



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