

UP HEALTH SYSTEM – MARQUETTE ART EXHIBIT POLICY & LOAN AGREEMENT

Community Relations & Marketing Department
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www.mgh.org/visitors/art-exhibit

The goal of UP Health System - Marquette is to encourage health and healing by facilitating an enriched environment of artistic, creative and cultural activity in its facility. To do so, UPHS-M will provide public space for exhibits of art and other items of cultural value.

Exhibits and displays may not promote discrimination against any person or group.

In selecting exhibits and displays the following will be considered:

- Quality of the exhibit
- Interest of the community in the exhibit
- Relevance to UPHS-M programs and services
- Space requirements
- Timeliness or local or regional interest
- Suitability of subject matter and physical presentation in a healthcare setting
- Ability to meet and maintain cleanliness and safety standards.*

*Any surface that cannot be wiped down needs to be covered in glass or displayed in a pedestal

General Guidelines

UP Health System - Marquette Exhibit Guidelines and Application must be reviewed and application submitted with all required information.

Artists will not show work whose copyright does not belong to them.

Displays and exhibits cannot interfere with normal operations and traffic flow of UPHS-M and may not be placed outside of the specified exhibit area(s).

Furnishings, lighting, fixtures, plants, signage, etc. located in the exhibit area cannot be moved without the prior approval of the Facilities Artwork Committee (FAC).

All art must arrive at the gallery ready to be hung on our hanging system. All exceptions must have approval by the FAC. Absolutely NO VELCRO or other adhesives that will damage the walls can be used for hanging artwork. Artists may view system on website <http://www.mgh.org/visitors/art-exhibit>. **If artwork is not properly or safely framed or made ready for hanging the hospital is not responsible if it is damaged before or after hanging.**

Exhibit dates cannot be given or transferred to another person or organization. Exhibits cannot be changed after being installed without the permission of the FAC.

Art work must be dropped off by the date specified by the FAC. All hanging hardware on the artwork itself is installed by the artist. The use of a wire or “D” rings is recommended. The artist is encouraged to consult with the FAC about how the work will be displayed.

The artist is responsible for coordinating with the FAC to drop off and pick up work when the exhibit is complete.

Commercial advertisements, commercial exhibits, partisan political exhibits, fund raising, exhibits that promote a specific religion, sales literature, items soliciting donations or membership or merchandise sales are not permitted.

The exhibit/display at does not mean that UPHS-M is endorsing the event, issue or item being exhibited. UPHS-M will not be legally responsible for any reaction from artwork shown in public areas.

Technical Guidelines

In accordance with hospital safety guidelines, all wall-mounted artwork exhibits will be restricted to framed pieces only.

All wall-mounted artwork and frames must fit within the area parameters of the designated wall spaces and must not interfere with other fixtures on that wall.

- Dimensions of designated wall display areas are:
 - (2nd Floor) Overall artwork dimensions of approximately 90”W x 40”H, or a combination of multiple pieces of artwork that make-up this dimension [Recommend 8 piece total maximum] * 150 lb max for display
 - (3rd floor) Overall artwork dimensions of approximately 60”W x 40”H, or a combination of multiple pieces of artwork that make-up this dimension [Recommend 6 piece total maximum] * 100 lb max for display
 - (4th & 6th Floors) Overall artwork dimensions of approximately 20”W x 40”H, or a combination of multiple pieces of artwork that make-up this dimension [Recommend 2 piece total maximum] * 40 lb max for display
 - (7th Floor) Overall artwork dimensions of approximately 36”W x 40”H, or a combination of multiple pieces of artwork that make-up this dimension [Recommend 4 piece total maximum] * 60 lb max for display

Artist is responsible for installing hanging wire and necessary hanging hardware prior to submission. For liability reasons UPHS-M cannot install the mounting hardware.

UPHS-M will provide anchored hanging fixtures only.

All sculptural artwork exhibits will need to fit within the parameters of the pedestal weight capacity and area of enclosed display case.

- Pedestal A (3rd Floor)
 - Dimensions for sculpture display case are: 18 H x 30 W x 18 D
 - Pedestal weight capacity is 50 lbs.
- Pedestal B (3rd Floor)
 - Dimensions for sculpture display case are: 18 H x 18 W x 18 D
 - Pedestal weight capacity is 30 lbs.

Publicity

Artists will provide FAC with jpegs of images and an artist statement to use in press releases for all media, website and printed materials.

Artists will provide FAC with titles, media and prices as well as mailing address, email and phone number when work is delivered to the facility (or before through e-mail to FAC.)

All signage and labeling information of exhibits must be provided by the exhibitor.

Sales of Items

Items on display are often on sale. You can mark them NFS (Not for Sale), if desired. Price needs to be clearly indicated when artwork is dropped off. All prices must match inventory list.

If an item is sold during the exhibit, it must remain on display throughout the scheduled exhibit. Artist is responsible for arranging sale and can pick up the work after the exhibit is over and taken down.

Loss or Damage of Exhibit Items

The artist or sponsoring organization will submit a complete inventory of the items on exhibit as well as value of each item. Photos of items, a description with measurements and other relevant information can accompany this inventory.

UPHS-M will not be held liable for damage that may occur to work while on display on its premises. It is strongly recommended that artists procure and maintain their own insurance on works and utilize quality frames that may help prevent accidental damage. Reasonable efforts will be made to protect consigned artwork from accidental damage or breakage.

UPHS-M is not responsible for damage that may occur during transfer between Art Center and Artist.

UPHS-M is not responsible for damage that may occur to work that is not properly or safely framed or made ready for hanging.

Cancellation

UPHS-Marquette reserves the right to suspend or cancel any exhibit should conditions warrant such action.

LOAN AGREEMENT

Terms and Conditions Governing Loans

Care, Preservation, and Exhibition

UP Health System - Marquette and its agents and employees (collectively, "UPHS-M") will exercise the same care in respect to loans as it does in the safekeeping of its own collection. UPHS-M assumes the right, unless specifically denied by the Lender, to examine and document the loaned work (Work) by all modern scientific methods. It is understood that UPHS-M will not clean, restore, conserve, or otherwise alter the Work without consent of the Lender unless the immediate safety of the Work is involved. In this case, all efforts will be made to reach the Lender to obtain verbal consent. It is also understood that Works, which in the opinion of UPHS-M are endangered because of infestation, may be fumigated at the discretion of UPHS-M. Any emergency alterations will be thoroughly recorded and immediately forwarded to the Lender.

Insurance

The Lender acknowledges that UPHS-M will not be responsible for insuring the Work against risks of physical loss or damage from any external cause while in transit or on location, and insurance will not be carried on Works while on display, unless the Lender expressly elects to maintain its own insurance while on hospital premises.

If the Lender elects to maintain his/her own insurance, UPHS-M must be supplied with a certificate of insurance naming UPHS-M as additionally insured or Lender may waive subrogation against UPHS-M from any liability in connection with the Work. UPHS-M shall not be responsible for any error or deficiency in information furnished by the Lender, to the Lender's insurers or for lapses in Lender's insurance coverage.

Condition, Packing, and Transportation

The Lender certifies that the Works lent are in such condition as to withstand ordinary strains of packing, transportation, and handling. A written report of the condition of Works lent prior to shipment shall be sent by the Lender to UPHS-M. Otherwise, it will be assumed that Works are received in the same condition as when leaving the Lender's possession. Condition records will be made at UPHS-M on the Works arrival and departure.

Media Arts

The Lender agrees to provide UPHS-M with the highest quality sub-master available. UPHS-M agrees to use this copy solely for the purpose of exhibition or creating exhibition-only copies when deemed necessary by UPHS-M. At the conclusion of the loan period, UPHS-M will destroy all exhibition copies and return to the Lender his/her original sub-master. Please do not send original masters.

Loan Return

Unless UPHS-M is notified in writing to the contrary, loaned Works will be picked up only by Lender upon the close of the exhibit period. If the legal ownership of the Work should change during the loan period, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner will, prior to its return, be required to establish its legal right to receive or redirect the delivery of the Work by proof satisfactory to UPHS-M.

The Lender agrees that he/she will not withdraw the Work during the period of this Loan Agreement and confirms Lender's responsibility to pick up the Work after the close of the exhibition for which this Loan Agreement gives authority. When the Work is picked up, UPHS-M will provide Lender a receipt of pick-up.

If UPHS-M, after making all reasonable efforts to contact Lender for pick-up, shall be unable to reach the Lender following the termination of the loan period, then UPHS-M shall have the absolute right to place the Work in storage, to charge regular storage fees and to have and enforce a lien for such fees and costs for the maximum period provided by Michigan law. If, after two years, the Work shall not have been reclaimed, then, and in consideration for its maintenance and safeguarding during such period, the Work shall be deemed an unrestricted gift to UPHS-M and the Lender hereby authorizes UPHS-M to so proceed in accordance therewith.

Other

This Loan Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with, the laws of the State of Michigan, without respect to the application of such state's conflict of law rules. The parties to the Agreement each agree that venue for any dispute or arbitration shall be in Marquette County, Michigan. This Loan Agreement is intended by the parties as a complete and exclusive statement of the Agreement and understanding of the parties and may not be amended or modified except by a writing signed by the party intended to be bound by such amendment or modification.

Date:

Please complete applicable areas, sign, date, and return all copies to the Facilities Artwork Committee (FAC). A countersigned copy will be returned for your records.

Purpose of loan:

Lender

Name:

E-mail:

Address:

Telephone: Business

Home:

Fax:

Object

Artist:

Title, Date:

Medium/ Support:

Dimensions (H x W x D):

Is the work framed? Yes No

(If more than one object is being loaned, please list object information on the attached sheet.)

Installation

Please list any specific handling or display instructions (enclose piece in Plexiglas case, etc.):

Insurance

To be carried by the Lender

Insurance waived

The Lender has no objection to UPHS-Marquette photographing and/or reproducing, in any media, the above object for catalogue, web site, educational, publicity, marketing, and/or commercial purposes. UPHS-Marquette shall secure separate permission from the copyright holder when necessary.

I have read and agree to the conditions of this Agreement and certify that I have full authority to enter into this Agreement.

Lender signature:

Name:

Date:

UPHS-M approved signature:

Name:

Date:

PLEASE RETURN ALL COPIES FOR COUNTERSIGNATURE

ADDITIONAL LOANED ITEMS DESCRIPTION (ONLY COMPLETE IF LOANING MORE THAN 1 OBJECT AT A TIME)

Object

Artist: _____
Title, Date: _____
Medium/ Support: _____
Dimensions (H x W x D): _____
Is the work framed? Yes No

Object

Artist: _____
Title, Date: _____
Medium/ Support: _____
Dimensions (H x W x D): _____
Is the work framed? Yes No

Object

Artist: _____
Title, Date: _____
Medium/ Support: _____
Dimensions (H x W x D): _____
Is the work framed? Yes No

Object

Artist: _____
Title, Date: _____
Medium/ Support: _____
Dimensions (H x W x D): _____
Is the work framed? Yes No

Object

Artist: _____
Title, Date: _____
Medium/ Support: _____
Dimensions (H x W x D): _____
Is the work framed? Yes No

Object

Artist: _____
Title, Date: _____
Medium/ Support: _____
Dimensions (H x W x D): _____
Is the work framed? Yes No
