



PolicyName: Art Acquisition

Policy Number: B-2

FunctionalArea(s) Responsible: Academic & Student Affairs; Advancement

Owner(s) of Policy: Academic & Student Affairs; Advancement

Most Recent Board Approval Date: September 2011

Most Recent Review Date: Spring 2023

Most Recent Review/Revision Type: none      minor/non-substantive      substantive/extensive

### Policy Statement

Artwork may be loaned, donated, commissioned, or purchased by the college to be displayed temporarily, on a rotating basis or permanently, at any Finger Lakes Community College campus location in accordance with institutional procedures. Works of art donated or purchased by the college will be accepted, documented, valued and/or appraised for insurance purposes, and maintained in accordance with institutional procedures. Insurance coverage for owned and loaned work will be provided subject to policy conditions, exclusions, and limitations. Art accepted by the college may be de-acquisitioned based on a review process and according to established institutional procedures. An Art on Campus committee with broad campus representation will be formed and charged by the president to review and/or make recommendations for institutional artwork on an ad hoc basis, in accordance with institutional policies and with the president responsible for final review and/or approval.

Any work of art made by a student under the guidance of or with assistance by a faculty member of the department of Visual and Performing Arts will be exempt from the direction of the Art Selection Committee. A student work of art that does not fit within this category should be considered as appropriate to be displayed on a case-by-case basis.

### Reason(s) for Policy

The purpose of this policy is to:

- Ensure that common standards for the acceptance, documentation, and maintenance of artwork are outlined, accepted, and adhered to, by all involved parties and in accordance with FLCC policies for de-ac

Artwork in division within the scope of

All College employ

## Definitions:

None

## Related Documents

- The Americans with Disabilities Act 1990
- Supporting Procedural Forms: Loaned Property Coverage Form (CBO-LP-ATT1) and Loaned Property Agreement (CBO-LP-ATT2)

## Procedures

### Placement Criteria

The placement of work will be done in consultation with the President and/or their designee, the FLCC Foundation Executive Director, and/or Gallery Director who will manage artwork placement in conformance with ADA regulations. Facilities Department staff must be consulted and all fire code and building regulations adhered to when determining the placement of artwork in designated and/or other spaces. Factors to be considered include: the location of the site, environmental conditions, value of the artwork, maintenance requirements, quality, and security of the artwork. When the artwork has been commissioned by FLCC, it should be determined in advance whether the artist can complete the work within the structure of a contractually established timetable, budget, and other considerations. Aesthetics of safety barriers for artwork will be considered. Concerns or complaints about placement of artwork may be addressed by contacting the Chief Advancement Officer in writing, either by email or memorandum. The Advancement Cabinet officer will then share the information with the President and/or their designee, the FLCC Foundation Executive Director and/or Gallery Director, and other concerned parties for mediation.

### Ownership, Relocation, and De-acquisition

The goal of art acquisitions is for the ownership of works of art to be vested in the College with the understanding that the college may relocate, sell, transfer, or maintain ownership. Although the College prefers to own artwork, exceptions in terms of loaned and temporary artwork accepted by the College for exhibition and/or display are allowable. Acquisition of art work that stipulates conditions on ownership or which relate to conditions involving its temporary and/or loaned status must be first approved by the College president and/or their designee, the FLCC Foundation Executive Director or their designee, and/or other designated staff (Gallery Director, etc.) and then must be specified in donation/gift or exhibit/display agreements signed by the artist and approved by College designees in advance. A master list of all artwork owned by the College will be maintained by Archives. Forms related to artwork acquisition, whether temporary or not, must be completed and approved by appropriate parties in advance and property coverage conditions must be met for those art items which will be covered under the College insurance policy.

### Repair, Maintenance and Storage

The FLCC Foundation Executive Director or their designee and other appropriate staff (Gallery Director, etc.) will review and recommend appropriate maintenance or storage of artwork in consultation with Facilities Department staff.

### Temporary Art Displays at the Williams-Insalaco Art Gallery<sup>34</sup>

### **Art on Campus Committee**

For the purpose of the review and selection of art commissions/acquisitions and/or de-acquisitions of College-acquired artwork, a committee shall be appointed by the College President and comprised of between seven and 12 members including art faculty and additional FLCC faculty representatives, staff, administrators, students, the College President's designee and/or FLCC Foundation Executive Director with the goal of broad campus representation. The committee may also be charged with recommendations on art de-acquisition at the request of the president or their designee and/or the FLCC Foundation Executive Director.

The committee may be called together on an ad hoc basis by the President. Its role may include reviewing recommendations for artwork for a designated institutional purpose made by the president and/or their designee.

The committee may be charged by the College President and/or their designee to fully develop recommendations and provide final recommendations to the president for review and/or approval. The College President is responsible for making final decisions on institutional artwork recommended by the committee.

The duties of the committee include:

- Review and select art commissions/acquisitions
- Review recommendations made by the president and/or designees for institutional artwork
- Review and make recommendations related to art de-acquisitions
- Consultation with facilities staff as needed related to the placement, repair, maintenance, and storage of art acquisitions

The Art on Campus Committee, in consultation with the College President and/or their designee, has final approval and acceptance of recommended art acquisitions. The Arts on Campus Committee shall review works of art offered to the campus or commissioned by the College and recommend that the College accept or decline the offer.

The FLCC Foundation Executive Director, in consultation with the Art on Campus Committee and other appropriate staff, shall negotiate and execute appropriate contracts to acquire each approved work of art with the goal of acquiring work that is unrestricted and may be used by the College at its discretion and without limitations.

### **Loan Agreement and Insurance Procedures**

During the process of accepting or commissioning artwork (temporary or permanent), specific forms must be executed with appropriate signatories as designated in the procedures pertaining to loan agreements and property coverage.

The value of the object loaned based on fair market value and/or an appraisal provided by the artist or Lender shall be provided at the time of creation and signing of the loan agreement and property coverage forms to assist with the valuation of the object in the event of loss or damage covered by the College's insurance policy.

The Finger Lakes Community College insurance policy provides property coverage for artists' artwork in the college's custody, based on pre-established valuation of the artwork accepted by the College and subject to the policy's standard exclusions, limitations, and conditions. This coverage will apply while the object is at the FLCC Williams-Insalaco Art Gallery and other display locations but will not apply to any damage occurring during transportation of the object, which is the responsibility of the lender. Lenders are encouraged to digitally document and retain records of objects loaned to the College.

### Property Coverage Procedures:

- The College has general property coverage insurance, which may respond in the event of damage while in the College's possession; however, the need exists to eliminate/minimize the loss to the College.
- The College will exercise reasonable and customary measures to protect the loaner's property while in the College's custody. In the event of damage or loss while on display at the College, the College will reimburse the lender with the amount of insurance proceeds received for such damage or loss based on information provided by the Lender and approved by the College to coincide with the delivery of the property to campus.
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- The 'Agreement' shall be retained for one year after all items have been returned to the Loaner.
- All other conditions outlined in the policy and procedures will be adhered to while securing property coverage under the College's insurance.

#### Forms/Online Processes

- Loaned Artwork/Property Coverage Form (CBO-LP-ATT1)
- Loaned Artwork/Property Agreement (CBO-LP-ATT2)
- FLCC Foundation Gift Agreement

#### Appendix

- A and B (sample forms from above)

FINGER LAKES COMMUNITY COLLEGE

ARTWORK/PROPERTY LOANED TO THE COLLEGE COVERAGE FORM (CBO-LATT1)

\_\_\_\_\_ (print/type, "Loaner") desires to loan artwork and/or personal property to Finger Lakes Community College ("College") and the College desires to accept such loaned property.

The College promises that it will exercise the same care in respect to its use of the loaned property (while in its possession) as it does in the safekeeping of comparable property that it owns.

In consideration for the above promise, the "Loaner" hereby agrees that the College will be held liable for any loss, theft or damage to the property while on loan to the College:

This agreement applies to all loaned property fitting the above general description. If the Loaner feels it necessary to take advantage of damage/loss insurance coverage available to the college for particular pieces of property, the Loaner should pursue execution of a Loaned Property Agreement with the College.

The period of the loan will be as the above parties mutually agree. Either party may terminate the loan arrangement upon written notice to the other party. Unless otherwise agreed in writing, the Loaner assumes resp (s)C /P A (um)1.2 ib5

FINGER LAKES COMMUNITY COLLEGE

ARTWORK AND/OR PROPERTY LOANED TO THE COLLEGE AGREEMENT CBOLPATT2

\_\_\_\_\_ (print/type, "Loaner") desires to loan artwork and/or personal property to Finger Lakes Community College ("College") and the College desires to accept such loaned property. The purpose of the loan is as follows:

\_\_\_\_\_ (e.g. display in Art Gallery)

The College will exercise the same care in respect to its use of the loaned property (while in its possession) as it does in the safekeeping of comparable property that it owns.

The period of the loan will be from \_\_\_\_\_ (date) to \_\_\_\_\_ (date). Either party may terminate or extend the loan arrangement upon written notice to the other party. Unless otherwise agreed in writing, the Loaner assumes cost and responsibility for delivering the loaned property to the College and retrieving possession of all such property at the end of the loan period.

In addition to providing a description of the loaned property (see below), the Loaner will provide the College with a color picture and an appraisal of the fair market value of each item being loaned to the College. This information will be used by the College to secure insurance against damage or loss of the property while in the possession of the College

Description of Artwork Loaned to the College	Appraised Value	Date Loaned	Date Returned	For Sale (Y/N)



