



Success. It's In Our Nature.

**Policy Name:** Art Acquisition

**Policy Number:** B-2

**Functional Area(s) Responsible:** Academic & Student Affairs; Advancement

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

**Most Recent BOT Approval Date:** September 2011

**Most Recent Review Date:** Spring 2023

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

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**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
- Ensure that works of art are covered by college insurance when appropriate
- Create accurate records of ownership, de-acquisition, and art displays for archival and informational purposes
- Create standards for de-acquisition and/or acquisition of commissioned or donated works of art

**Applicability of Policy:**

This policy applies to all artwork owned by, loaned to, displayed, or stored by the college in established gallery spaces and common areas such as, but not limited to, building entryways and halls, meeting rooms, the cafeteria, designated Gallery areas, at Foundation-sponsored events, and in outdoor spaces. Artwork in a juried exhibition is included in the scope of this policy; student artwork displayed in association with a course is not included. Artwork in division or departmental personal office spaces or temporary artwork displayed in classrooms is not within the scope of this policy.

All College employees and students should be familiar with this policy.

**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 34**

Temporary art displays at the Finger Lakes Community College Williams-Insalaco Art Gallery 34 are the responsibility of the Visual and Performing Arts Department and may be scheduled and mounted to meet the academic needs of the art programs. All other temporary artwork or collection displays must be sponsored by an entity on campus such as a department, division, program, and student and/or staff group with prior approval from the appropriate administrative and/or president's office. In advance of an agreement being signed by the Loaner and the Gallery, the Gallery Director and the Loaner should review conditions related to the Gallery environment and reach agreement that the gallery environment is suitable to display the art under consideration. If special requirements are required, it is up to the Gallery Director to decide whether or not those conditions can reasonably be met to the satisfaction of the Loaner.

### **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.
- The college representative taking possession of loaned personal property shall be responsible for securing and completing for institutional approval a 'Property Coverage Form' to be signed by the Loaner and the FLCC representative prior to the start date of the loan.
- The Loaner will provide an estimate of the artwork's market value and/or an art appraisal using the Loan Agreement Form.
- The Property Coverage form shall be easily retrievable by the FLCC representative should questions arise regarding loaned property provided to the college. The form shall be retained for one year after all items have been returned to the Loaner in order to respond to disputes concerning the nature of the loan arrangement.
- All other conditions outlined in the policy and procedures will be adhered to while securing property coverage under the College's insurance.

**Loan Agreement Procedures:**

- Loan agreement procedures as outlined for loaned artwork in the aforementioned policy must be followed and appropriate forms must be completed according to mandated institutional procedure.
- Specific to the Williams-Insalaco Art Gallery 34, protocols require that in advance of an agreement being signed by the Loaner and the Gallery, the Gallery Director and the Loaner should review conditions related to the Gallery environment and reach agreement that the gallery environment is suitable to display the art under consideration. If special requirements are required, it is up to the Gallery Director to decide whether or not those conditions can reasonably be met to the satisfaction of the Loaner.
- The appropriate agreement/contract must be signed by both a college representative (usually the sponsoring entity) and the lender for all artwork that is loaned to the College for temporary display. The sponsoring entity is responsible for creating an inventory of loaned artwork and its associated value and for the return of the work to the lender at the end of the loan period.
- The college representative taking possession of loaned property shall be responsible for completing the Loan Agreement form and forwarding a copy of such to the Vice President of Administration & Finance prior to the start date of the loan.
- The original 'Agreement' shall be stored and easily retrievable should questions arise regarding the terms of the Agreement.
- At the conclusion of the loan period, the department representative has the responsibility to have the Loaner sign the original 'Agreement' a second time, evidencing that all loaned items have been returned to the loaner.

- 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-LP-ATT1)**

\_\_\_\_\_ (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:

General Description of Artwork/Loaned Property

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 responsibility for delivering the loaned property to the College and retrieving possession of all such property at the end of the loan period.

Loaner Organization Name: \_\_\_\_\_

Loaner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

College Representative Name: \_\_\_\_\_

College Representative Signature: \_\_\_\_\_

FINGER LAKES COMMUNITY COLLEGE

ARTWORK AND/OR PROPERTY LOANED TO THE COLLEGE AGREEMENT (CBO-LP-ATT2)

\_\_\_\_\_ (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 in accordance with the provisions of the college's insurance program. If any of the loaned property becomes damaged or is lost while in the possession of the College, the College agrees to be held responsible to the Loaner only to the extent of the reimbursement received in accordance with such insurance coverage.

The College reserves the right, if necessary, to photograph or have the value of the loaned property appraised for insurance purposes. Unless otherwise prohibited by the Loaner in this agreement, the College also reserves the right to use photographs of the loaned property for education, catalogue or publicity purposes.

By this initial \_\_\_\_\_, Loaner hereby rejects the College's right to use photographs of the loaned property for education, catalogue or publicity purposes. If this right is NOT rejected, the Loaner stipulates that credit for the property should be provided with the following title/description:

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Loaner Organization Name (print/type): \_\_\_\_\_

Loaner Representative Name & Title (print/type): \_\_\_\_\_

Loaner Representative Signature: \_\_\_\_\_ Date (prior to loan): \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

College Representative Name (print/type): \_\_\_\_\_

College Representative Signature: \_\_\_\_\_

Loaner Name: \_\_\_\_\_

Loaner Signature: \_\_\_\_\_ Date (return of all items): \_\_\_\_\_

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



