

## **Community Display**

The purpose of this policy is to provide fair and consistent standards for the use of display areas in the library, thus ensuring appropriate use of these spaces in a manner that is consistent with the library's mission, goals, and objectives. Through displays, the library makes patrons aware of its programs, services, and resources. In its role as an educational force in the community the library also welcomes the opportunity to display paintings, photographs, crafts, sculpture, and other items in the library where space permits. Library areas may also be used for educational and informational exhibitions sponsored by non-profit entities\*. The library also encourages collaboration with local groups to enrich and engage our community through art and educational exhibits.

Space is not available for commercial purposes. The exception is the foyer where for-profit businesses can display brochure-sized materials.

The following areas in the building are available for community displays/information:

1. One open panel in the 1<sup>st</sup> floor foyer with additional space below for brochures/pamphlets
2. 1<sup>st</sup> floor gallery, which includes two upright display cases
3. Other window and wall spaces as available, with emphasis on displays highlighting youth accomplishments in the first floor Youth Services Department, and historical displays on the second floor.
4. Community Room

## **Goals of Displays**

- To broaden horizons by presenting a wide range of art or collections;
- To support community cultural and artistic activities;
- To nourish intellectual, aesthetic and creative growth;
- To encourage individuals who may be contributing to the increase of knowledge or extension of the arts;
- To reach non-traditional library patrons.

The library subscribes to the principles adopted by the American Library Association (ALA) in its "Library Bill of Rights" and "User-Initiated Exhibits, Displays and Bulletin Boards, An Interpretation of the Library Bill of Rights".

## **Criteria for Selection**

All displays, whether generated by library representatives or the public, will be considered in terms of the standards listed below. Not all exhibits will meet all standards. Responsibility for the selection of exhibits generated by the public rests with the Library Advisory Board after recommendation from the Library Display Committee, which is appointed by the Library Advisory Board and comprising members of library support groups, staff and interested persons.

The following will be considered when selecting or approving exhibits:

- Subject, technique and style are suitable for intended audience;
- Art expression and merit;
- Appropriateness to special events, anniversaries, holidays, etc.;
- Historical or regional relevance;
- Relation to other events or exhibits in the community;
- Ease of installation;
- Representation of an influential movement, genre, trend or national culture;
- Significance of the contributor;
- Interest of viewers and the public

### **Applying for Display Space**

The Use of Display Space Agreement must include photos and descriptions of the material to be displayed and be submitted at least six (6) months in advance of anticipated exhibition to the Library Director. Reservations for display may be made up to one year in advance. Individual exhibitors or groups are limited to a single one-month exhibit annually.

To ensure that the display space is always filled, sponsor of display agrees to confirm in writing that the space will be used within 60 days of commitment to display. Failure to do so will result in forfeiture of space.

Requests for posting of literature for the foyer space are made to the Library Director or designee. The Library Director has the sole authority to limit the length of time that such literature will be displayed. Literature accepted for posting will be dated. Literature will be removed promptly on the agreed upon date. Literature should be no larger than 11" x 17." Any loose literature, such as pamphlets and/or brochures, should be free for the taking. Due to the high volume of requests made for space in the foyer area, content in that space is routinely refreshed.

## **Guidelines for Display**

- All displays must meet existing state and federal laws on obscenity, libel, defamation of character or invasion of privacy.
- Each individual/group is responsible for hanging or displaying his/her own material in the designated areas. Exhibit removal is also the responsibility of the individual/group. Library staff is not available for assistance.
- In the gallery, displays can either attach to hanging rods (Walker System) or the cable system if there is a desire for more security for items.
- It is highly recommended that the individual/group make an appointment to learn how to use the systems provided.
- The library will not be responsible for protecting materials from damage or theft. Individuals/groups must sign a display space agreement and a waiver form that releases the library from any responsibility for loss or damage to works on display, or injury to individuals hanging/displaying the works. The library will not be responsible for returning or storing materials.
- Displays must conform to the space restrictions of the areas provided.
- Non-damaging adhesive must be used to affix signage to walls, e.g., blue painters' tape. 3M Command Strips are prohibited.
- The library does not allow solicitation or selling of items in the library. No price tags may be affixed to the works exhibited or pricing lists displayed or distributed in the library.
- Works may be sold by the artist outside of the library.
- Individuals/groups who fail to remove materials on or before the specified date will not be allowed to use the library space in the future.
- Only a library representative can transfer an exhibit reservation to another group/individual.
- The library's need for exhibit space takes precedence over the public's request to use such areas.
- Granting of permission to display materials or artwork does not imply the library's endorsement of content, the sponsoring organization, or its views. The library will not accept responsibility for the accuracy of statements made in displayed materials.

## **Acquisition or Gifts of Works**

The library does not actively acquire works of art for permanent display within the library or on the grounds but will accept gifts of personal property such as art objects, portraits, antiques, and other personal property, especially if the item relates to the history of the library and the larger community and is in conformity with the general decor and purpose of the Patrick Heath Public Library. All gifts must be accepted in writing by the Library Advisory Board.

## Request for Reconsideration

The library welcomes expressions of opinions from patrons concerning library exhibits and displays. Questions or concerns should first be addressed with a library staff member. Patrons who do wish to continue their request for reconsideration regarding the appropriateness of display materials, may submit a "Request for Reconsideration" form (attachment 3. to this policy). Requests for review of library displays and exhibits will be considered in the same manner as requests for reconsideration of materials and programming, as outlined in the Request for Reconsideration Policy.

Attachments to policy:

- 1) Use of Display Space Agreement (Form)
- 2) City of Boerne Release and Indemnity Agreement (Form)
- 3) Request for Reconsideration (Form)

\* Texas Business Organizations Code § 2.002. PURPOSES OF NONPROFIT ENTITY. The purpose or purposes of a domestic nonprofit entity may include one or more of the following purposes:

- (1) serving charitable, benevolent, religious, eleemosynary, patriotic, civic, missionary, educational, scientific, social, fraternal, athletic, aesthetic, agricultural, and horticultural purposes;
- (2) operating or managing a professional, commercial, or trade association or labor union;
- (3) providing animal husbandry; or
- (4) operating on a nonprofit cooperative basis for the benefit of its members.

Acts 2003, 78th Leg., ch. 182, § 1, eff. Jan. 1, 2006.

Last review or revision: October 13, 2022

Initially adopted: July 8, 2010

Reviewed by legal counsel, November 2021

**Patrick Heath Public Library**  
**USE OF DISPLAY SPACE AGREEMENT**

SPONSOR OF DISPLAY \_\_\_\_\_

CONTACT PERSON (Person Making Agreement)

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

DESCRIPTION OF DISPLAY (Include photos if possible)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DURATION OF DISPLAY \_\_\_\_\_

SET-UP DATE & TIME \_\_\_\_\_

REMOVAL DATE & TIME \_\_\_\_\_

To ensure that the display space is always filled, sponsor of display agrees to confirm in writing that the space will be used within 60 days of commitment to display. Failure to do so will result in forfeiture of space.

I have read, understand, and agree to abide by the policy on Community Display. I have voluntarily requested to display my wares with the full knowledge and understanding that they will be displayed in public areas without benefit of special security. I release the Patrick Heath Public Library or any associates thereof from all claims, damages, actions, or causes of action as the result of any damage to or theft of the items I have placed upon display within the Library. I understand that I am also required to sign a City of Boerne Release and Indemnity Agreement.

Signature \_\_\_\_\_  
(Contact Person)

Date \_\_\_\_\_

**CITY OF BOERNE**

**RELEASE AND INDEMNITY AGREEMENT AND RESCUE, MEDICAL ASSISTANCE, TRANSPORT CONTRACT**

In exchange for being allowed to enter real property owned by the City of Boerne and/or participate in City sponsored activities on City property, I am freely signing this RELEASE AND INDEMNITY AGREEMENT AND RESCUE, MEDICAL ASSISTANCE, TRANSPORT CONTRACT.

I understand that entering the real property of the City and/or participating in City sponsored activities may be hazardous to my personal health and safety (and that of my minor children), and that for the privilege of being allowed to enter City property and/or being allowed to participate in activities on City property, I am accepting all risks associated with being on the property and/or participating in City sponsored activities on behalf of myself (and my minor children).

I understand and accept that my voluntary entry onto and/or participation in activities on City of Boerne property exposes me to a heightened risk of bodily injury, property loss, damage or death and that those risks are possibly beyond the ordinary risks associated with such potentially hazardous terrain and/or activities.

**KNOWING THIS, I HEREBY RELEASE, DISCHARGE, INDEMNIFY, AND AGREE TO HOLD HARMLESS THE CITY OF BOERNE, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS AND JUDGMENTS WHICH I MAY HAVE, OR WHICH MY HEIRS, EXECUTORS, ADMINISTRATORS, OR ASSIGNS MAY HAVE OR CLAIM TO HAVE AGAINST THE CITY OF BOERNE, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, OR ASSIGNS, FOR ANY AND ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION OF WHATEVER NATURE OR CHARACTER, KNOWN OR UNKNOWN, WHICH MAY BE ASSERTED BY ANY PERSON, FIRM, OR CORPORATION, WHOSOEVER CLAIMING BY, THROUGH OR UNDER ME FOR PERSONAL INJURIES, DEATH, AND/OR PROPERTY DAMAGE CAUSED BY OR ARISING OUT OF, MY ENTRY ON TO THE PROPERTY AND/OR PARTICIPATION IN CITY SPONSORED ACTIVITIES.**

I agree that if I (or my minor children) require rescue and/or emergency medical assistance and/or transport, I WILL PAY THE COSTS OF SUCH RESCUE AND/OR ASSISTANCE AND/OR TRANSPORT and I, or my heirs, will reimburse the City of Boerne and/or others for the costs incurred in performing any rescue and/or assistance and/or transport on my behalf within thirty (30) days of receipt of written demand.

I am 18 years of age or over, or I am accompanied by a parent or guardian who is authorized to sign this release on my behalf. I have carefully read this RELEASE AND INDEMNITY AGREEMENT AND RESCUE, MEDICAL ASSISTANCE, TRANSPORT CONTRACT or had it read to me in a language that I fully understand and I understand all of its terms. I am signing voluntarily and with full knowledge of its legal consequences and of the personal risks to me and/or my minor children. I have not relied on any information from the City of Boerne, its officers, employees, agents, volunteers or assigns in deciding to make this release and agreement.

**SIGNED ON (Date):** \_\_\_\_\_

**Participant (Printed):** \_\_\_\_\_

**Participant (Signed):** \_\_\_\_\_

Form reviewed by legal counsel: April 13, 2021.

PATRICK HEATH PUBLIC LIBRARY  
REQUEST FOR RECONSIDERATION\*

REQUEST FOR RECONSIDERATION INITIATED BY:

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

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

Phone number: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MATERIAL:

Title: \_\_\_\_\_

Author/Producer: \_\_\_\_\_

PROGRAM:

Title: \_\_\_\_\_

EXHIBIT/DISPLAY:

Title/Theme: \_\_\_\_\_

1. Are you initiating this request for reconsideration on behalf of any group? If so, which group?
2. Explain why you object to this material/program/exhibit. Please cite specific pages and/or passages. Are your objections moral, political, religious, personal, or aesthetic?
3. What brought this material/program/exhibit to your attention?



4. Did you read/view the entire material/exhibit/program? (If not, which parts were read/viewed?)
  
5. What do you believe is the theme? Is there anything good about the material/program/exhibit?
  
6. For what age group would you recommend this material/program/exhibit?
  
7. What action are you requesting that the library consider?
  
8. What material/program/exhibit of equal quality would you recommend that would convey as valuable a picture and perspective of our civilization?
  
9. List any resources that can provide additional information related to your request.

*\* Entire form must be completed to be considered.*