Library Displays

Purpose

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, values, goals, and objectives.

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" in addition to the Patrick Heath Public Library Collection Development Policy.

Scope

Through temporary displays, library staff make patrons aware of programs, services, and resources, and highlight cultural and educational topics.

Subject to availability, the library also provides space for community organizations and individuals to display educational, cultural, and informational exhibitions.

Displays may:
- highlight library materials and services;
- provide cultural and educational information, while supporting cultural and artistic activities;
- serve community needs and interests;
- entertain and enlighten;
- present perspectives on historical and current issues;
- nourish intellectual, aesthetic and creative growth;
- reach non-traditional library patrons.

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.

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;
• Non-commercial aspect;
• Interest of viewers and the public

Guidelines for Display

**Display Content:** All displays must be appropriate for a public institution and meet existing state and federal laws on obscenity, libel, defamation of character and invasion of privacy. Displays should not promote illegal activities or infringe on the rights of others, including copyright and trademark laws.

**Liability:** Display creators/contributors are responsible for the installation, security, and removal of their displays and should take appropriate measures to ensure the safety of library patrons and staff. The library assumes no responsibility for the content or condition of displays and disclaims any liability for damage or loss of materials. The library will not be responsible for returning or storing materials.

**Display Areas:** Displays must conform to the space restrictions of the areas provided. In the gallery, displays can either attach to hanging rods (Walker System) or the cable system. It is highly recommended that the individual/group make an appointment to learn how to use the systems provided. Non-damaging adhesive must be used to affix signage to walls, e.g., blue painters’ tape. 3M Command Strips are prohibited.

**Approval:** Responsibility for the selection of exhibits generated by the public rests with the Boerne Public 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.

**Non-Commercial Aspect:** The library does not allow solicitation or selling of items in the library. Works may be sold by the artist outside of the library.

**Time Limits:** Individual exhibitors or groups are limited to a single one-month exhibit annually. The library’s need for exhibit space takes precedence over the public’s request to use such areas. 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.

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.
Applying for Display Space

Individuals/groups must complete and sign a Use of Display Space Agreement (attachment 1) and a waiver form (attachment 2) that releases the library from any responsibility for loss or damage to works on display, or injury to individuals hanging/displaying the works.

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 or his/her designee. Reservations for display may be made up to one year in advance.

To ensure that the display space is always filled, the sponsor of the display agrees to confirm in writing that the space will be used 60 days prior to the confirmed display date. Failure to do so will result in forfeiture of space. Only a library representative can transfer an exhibit reservation to another group/individual.

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 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.

Request for Reconsideration

The library welcomes expressions of opinions from patrons concerning library exhibits and displays. Questions or concerns should first be addressed to 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). 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)

Last review or revision: March 14, 2024
Initially adopted: July 8, 2010
Reviewed by legal counsel, May 2023
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, the sponsor of the display agrees to confirm in writing that the space will be used 60 days prior to the confirmed display date. Failure to do so will result in forfeiture of space.

I have read, understand, and agree to abide by the policy on Library Displays. 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.
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.