

 <b>MONCTON</b>	<b>POLICY</b>	<b>Owner Department:</b> Culture and Heritage
<b>Art Acquisition Policy</b>		
<b>Effective Date:</b> March 16, 2009	<b>Last Reviewed Date:</b> December 16, 2020	
<b>Approving Authority:</b> Moncton City Council	<b>Replaces No.:</b> Policy 1409	
<b>1. Preamble</b>		

The City of Moncton's art collection was founded in 1985 to promote the appreciation of art and to document the history of visual arts in Moncton by highlighting works created by local artists. Today, the collection holds more than 700 artworks of various mediums by more than 250 artists.

This document sets guidelines for the review, selection and documentation of artwork donations and purchases for the City's collection; establishes a process for the acquisition and de accessioning of artworks; and promotes the collection's accessibility to citizens.

## 2. Policy Statement

The intent of this Art Acquisition Policy is to ensure the City maintains a high-quality art collection for the benefit and enjoyment of citizens.

## 3. Objective(s)

The objectives of the Art Acquisition Policy are:

- a. To develop an art collection of original artworks that promotes and celebrates the contribution of local visual artists;
- b. To ensure the collection is made accessible to the public through the display of works in municipal buildings and to other organizations when it is beneficial to, or in the best interest of, the community;

## **Art Acquisition Policy**

- c. To foster a program that results in high quality artworks for the City of Moncton's art collection; and
- d. To cultivate audiences for visual arts.
- e. To ensure that the collection is adequately recorded, that loans are duly noted and that the collection is kept well maintained.

## **4. Definitions**

**"Acquisition"** The inclusion of an artwork into the City of Moncton's art collection whether through donation or gift, purchase, bequest, commission, exchange or other means.

**"Donation"** Artwork that is donated to the City of Moncton whether through donation or gift, purchase, bequest, commission, exchange or other means. Can also be referred to as a gift.

**"De-accessioning"** Removal of an artwork from the City of Moncton's art collection through agreed upon procedures including transfer, donation, sale, reproduction or, as a last recourse, destruction of an artwork.

**"Outgoing Loan"** Loaning artworks from the City's art collection to other organizations for the purpose of exhibition, research, photography or other.

**"Incoming loan"** Displaying or exhibiting artworks from an organization or individual in any City of Moncton building.

## **5. Roles and Responsibilities**

### **a. Culture and Heritage Department:**

The City of Moncton's Culture and Heritage department oversees the management of the art collection and is responsible for the administration of this policy. The Cultural Development Officer for Culture is the member of administration responsible for these tasks.

### **b. Moncton Gallery Committee:**

The Moncton Gallery Committee was established in 1990, when the Moncton Gallery was created. The ad hoc committee is composed of local professional visual artists and City of Moncton administration. The committee's main tasks are to select the art that is featured in the gallery. With the adoption of the Art Acquisition Policy, this group also becomes the designated body responsible for reviewing art acquisition and de accessioning proposals, and for making appropriate recommendations to the City's Cultural Board.

**c. Cultural Board**

The City of Moncton's Cultural Board is the committee of Moncton City Council responsible for advising City Council on arts, culture and heritage matters. Recommendations from the Moncton Gallery Committee must be reviewed and ratified by the Cultural Board.

**d. Art for Public Places Committee**

The City of Moncton's Art for Public Places Committee is an ad-hoc committee established to manage the Public Art Master Plan. It is responsible for advising the Cultural Board and Moncton City Council on public art matters and for evaluating public art proposals.

## **6. Acquisition of Artworks**

**a. Acquisition Selection Criteria**

This policy defines selection criteria to ensure a consistent and responsible art acquisition process. However, some degree of flexibility may be required on occasion to accommodate the diversity of proposals.

The following criteria will be considered during the selection process of an artwork:

- i. Excellence: The work recommended for acquisition by donation or purchase should be of high quality.
- ii. Regional provenance: Preference is given to regionally significant artists and subjects. Other high-quality works from artists outside of the region may also be considered.
- iii. Artistic merit: The artwork should reflect the best work of the artist.
- iv. Art mediums: All visual arts mediums will be considered.
- v. Relevance and compatibility: Artworks should reflect the intent and objectives of the City of Moncton's Art Acquisition Policy and should be compatible in material, form, size and content with their surroundings.
- vi. Public Safety: Artworks should not pose any safety hazard to the public.
- vii. Size: Artworks should be of a size that can be accommodated in a potential display location and should be reasonably portable for moving and exhibition purposes.
- viii. Original artworks: Only original artworks will be accepted into the collection, unless exceptional circumstances determine otherwise.
- ix. Condition of work: The artwork considered for selection must be in excellent condition, preferably ready for exhibition.
- x. Budget: Financial implications including the need for on-going maintenance, storage, installation and relocation of a piece will be considered during the acquisition evaluation process.

## **Art Acquisition Policy**

- xi. Diversity of collection: To ensure that the collection contains works from a variety of artists and styles, preference will be given to artworks and styles that have not already been selected in the past.

The City of Moncton may, at its discretion, accept or decline any offers of artwork donations or purchases for the collection.

### **b. Donation of Artworks**

Donations of artworks may be made to the City of Moncton's art collection, following the guidelines below:

- i. The donor is required to review, complete and sign the Art Donation Proposal form (Appendix A) in order for the proposed donation to be reviewed by the Moncton Gallery Committee.
- ii. Artworks offered to the City of Moncton will be reviewed by the Moncton Gallery Committee based on the selection criteria listed in section 6.a of this policy.
- iii. Should an artwork be accepted into the collection, the City of Moncton will prepare all necessary documentation to complete the transaction.
- iv. Should an artwork not be retained for the art collection, the donor will be advised of the decision in writing.
- v. Appraisals are the responsibility of the donor, unless agreed otherwise by both parties.
- vi. If the value of the artwork exceeds \$1,000, an official appraisal by a recognized appraiser is required.
- vii. If the value of the artwork exceeds \$10,000, two official appraisals by two recognized appraisers are required.
- viii. When a gift is accepted into the City of Moncton's art collection, a tax receipt is issued to the donor.

Gifts, donations and bequests of public art shall be considered in a manner similar to all public art proposals. Each gift, donation or bequest shall be reviewed by the Art in Public Places Committee to assess artistic merit, site suitability and context, durability and maintenance requirements, financial implication, public safety and liability. Moncton City Council will make the final decision. Donors must complete and submit the Public Art Donation Proposal form to have project reviewed.

### **c. Purchasing Artworks**

Based on financial resources available, the City of Moncton may purchase artworks in accordance with the acquisition guidelines of this policy. Wherever possible, artworks to be purchased for the collection will be selected from the Moncton Gallery's annual juried exhibition, or another juried selection process.

## 7. De-Accessioning

Any acquisition accepted for the City of Moncton's art collection will be held in trust for citizens of Moncton, and not for the intent of de-accessioning. However, there are circumstances when disposals are necessary, and can strengthen the quality of the collection. Those circumstances are outlined below. The de-accessioning process must be conducted in a responsible manner and for sound and justifiable reasons.

### a. De-accessioning criteria

De-accessioning will be considered for works meeting the following criteria:

- i. Works that endanger public safety.
- ii. Works that require excessive maintenance.
- iii. Works in very poor condition and of insufficient value to warrant extensive restoration.
- iv. Undocumented works.
- v. Works existing in multiple copies.
- vi. Works that turn out to be inauthentic.
- vii. Works not legitimately acquired.
- viii. Accidental loss or theft of an artwork that can be verified.
- ix. Works that are not, or rarely, on display due to lack of a suitable display venue.

### b. De-accessioning methods

The City of Moncton may dispose of works and other items in its collection by selling, exchanging, donating or disposing of them. The City of Moncton will only use the de accessioning proceeds to make improvements to the collection or to purchase works for the collection.

Before considering other methods of disposal, the City of Moncton will endeavour to contact the donor or legal heir of any artwork to be de-accessioned to give them the opportunity to re acquire the artwork as long as it does not violate the original terms and conditions of the donation.

The City of Moncton will select an appropriate method of de accessioning of the artwork, including offering the artwork to a cultural institution or other non-profit organization; selling the artwork through a public sale or auction; or, as a last recourse, destroying the work.

All de-accessions or disposals will be fully documented and the information permanently maintained in the collection records.

### c. De-accessioning procedure

- i. City of Moncton administration will submit a recommendation to de-accession an artwork to the Moncton Gallery Committee for review.
- ii. All recommendations to de-accession an artwork must be accompanied by a condition report and proposed method of de-acquisition.

## **8. Loans**

### **a. Outgoing Loans**

The City of Moncton's art collection has a limited number of original artworks that are available for loan to other organizations when it is beneficial to, or in the best interest of the community, and when personnel resources are available for the coordination of the outgoing loan.

Procedures for art loans from the City of Moncton to other parties are outlined in detail in the Outgoing Loan Agreement (Appendix C).

### **b. Incoming Loans**

The City of Moncton may accept to take artwork(s) on loan from other organizations on a short-term basis for the purpose of exhibition in special circumstances when it is beneficial to, or in the best interest of, the community, and when personnel resources are available for the coordination of the incoming loan.

Procedures for art loans from other parties to the City of Moncton are outlined in detail in the Incoming Loan Agreement (Appendix D).

## **9. Administration and Contact**

**City Hall**  
**655 Main St., Moncton, NB E1C 1E8**  
**Telephone: 506.853.3550**  
**Email: [info.clerk@moncton.ca](mailto:info.clerk@moncton.ca)**

## Appendix A: Art Donation Proposal

City of Moncton Art Collection

655 Main Street, Moncton, NB E1C 1E8 • T. 506-859-2626 • [culture@moncton.ca](mailto:culture@moncton.ca)

### Procedure

1. A donor who wishes to offer artwork as a donation or gift to the City of Moncton is required to complete this form. **One form must be completed per proposed artwork.**
2. The completed form must be returned to [culture@moncton.ca](mailto:culture@moncton.ca); or by mail at City of Moncton Art Collection; 655 Main Street; Moncton, NB E1C 1E8.
3. The following documents **must** accompany the form in order for the selection committee to review the proposed artwork donation/gift:
  - A quality photograph of the artwork (hard copy or electronic)
  - A biography of the artist
  - Proof of ownership of the artwork
4. Proposed gifts or donations are evaluated using established criteria by the Moncton Gallery Committee annually or as necessary, in conjunction with City of Moncton administration. **Not all works presented to the Moncton Gallery Committee are accepted into the City's art collection.**

### Donor Information

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

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

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

### Artwork Description

Artist/Maker: \_\_\_\_\_

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

Date of creation: \_\_\_\_\_

Medium and materials: \_\_\_\_\_

Is the object framed?       yes       no

## **Art Acquisition Policy**

Dimensions (height x width x depth):

*\*Please indicate whether measures are in inches or centimeters.*

Artwork only: \_\_\_\_\_

Artwork with frame: \_\_\_\_\_

Description of artwork's appearance: \_\_\_\_\_  
\_\_\_\_\_

Description of artwork's condition: \_\_\_\_\_

## **Copyright**

Who holds the copyright for the artwork? \_\_\_\_\_

## **Ownership**

Who holds legal title to the artwork? \_\_\_\_\_

Please list any known previous owner(s) of the artwork and their contact information:

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## **Appraisal**

Value of work (based on fair market value): \_\_\_\_\_

Value appraised by: \_\_\_\_\_

## **Maintenance**

Please provide a maintenance plan and associated costs for the artwork if applicable.

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**\*Note:** When reviewing proposed gifts or donations, the Moncton Gallery Committee must take maintenance requirements into consideration. Artworks that require excessive maintenance may not be accepted into the collection.

## Appendix B: Gift Agreement

City of Moncton Art Collection  
655 Main Street, Moncton, NB E1C 1E8 • T. 506-859-2626 • [culture@moncton.ca](mailto:culture@moncton.ca)

This Gift Agreement is entered into by and between the City of Moncton and the following donor:

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

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

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **Gift Agreement Conditions**

#### **Transportation:**

- The donor is responsible for transporting the artwork to the City of Moncton's premises.
- The donor is responsible for all costs and liability relating to the transportation of the artwork to the City of Moncton's premises, unless otherwise agreed in writing by both parties.

**Costs:** All costs associated with completing the donation, including appraisal fees, photography and transportation are the responsibility of the donor unless otherwise agreed by both parties.

**Previous owners:** All known previous owners of the artwork must be disclosed on the form. The artwork must be free of any liens.

**Transfer of ownership:** The owner of the artwork, or donor, described in this Gift Agreement unconditionally gifts and transfers full title, all privileges of ownership in the artwork, and control of the artwork to the City of Moncton with the signing of this agreement.

**Copyright:** Copyright remains with the artist.

#### **Exhibition and reproduction rights:**

Upon acquisition of the work and upon the signing of this agreement, the following permissions are granted to the City of Moncton:

- Permission to photograph, reproduce, televise, or include the image on the City's web site, for non-profit publicity purposes in connection with the City of Moncton.
- Permission to make digital files and photographs for the City's documentation files.
- Permission to display the work in public.

## **Art Acquisition Policy**

**Credit line:** A credit line recognizing the donor will be displayed along with the artwork, unless the donor requests anonymity.

**Interpretation:** In the event of any conflict between this agreement and any other agreement, the terms of this agreement shall prevail. This agreement shall be construed in accordance with the laws of the Province of New Brunswick.

## Terms of Acceptance:

To be complete by Donor. Please check all boxes

- I have the authorization to donate the piece of artwork described on this form to the City of Moncton.
  - I understand that every effort will be made to place the donated item in the requested location, however the City of Moncton reserves the right to move or store the item if required.
  - I understand that upon signing this form, the artwork will become the sole property of the City of Moncton. As such, the City of Moncton reserves the right to display, store or in rare instances de-accession items from its art collection.

## Donor

I have read and agree to the above conditions and certify that I am authorized to agree thereto.

\_\_\_\_\_  
Signature of donor \_\_\_\_\_ Date: \_\_\_\_\_

## **Acceptance of gift**

The City of Moncton accepts with thanks, and acknowledges receipt of, your gift.

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

Print name of City contact

## Appendix C: Outgoing Loan Agreement

City of Moncton Art Collection

655 Main Street, Moncton, NB E1C 1E8 • T. 506-859-2626 • [culture@moncton.ca](mailto:culture@moncton.ca)

Lender agency: **City of Moncton**

City contact: \_\_\_\_\_

Borrower agency: \_\_\_\_\_

Contact person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of insurance company: \_\_\_\_\_

In accordance with the following Outgoing Loan Agreement Conditions, the artwork(s) described below are loaned from the City of Moncton to the borrower agency for the purpose of study, exhibition and research, and for the purpose of providing aesthetic and educational experiences.

Duration of loan (include dates, if applicable): \_\_\_\_\_

## **Art Acquisition Policy**

**Artwork(s) being loaned out:**

Accession number	Description	Location of work while on loan	Insurance value

**Proof of insurance for the artwork(s) must be provided by the borrower agency and attached to this form. See 'Insurance' section in the Loan Agreement Conditions below.**

Special requirements: \_\_\_\_\_  
\_\_\_\_\_

Date:

**City of Moncton (lender agency) – Print name and signature**

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

**Borrower agency – Print name and signature**

## **Loan Agreement Conditions – Outgoing Loan**

**The borrower agency agrees to the following conditions of this loan:**

**Ownership:** Full and exclusive title, ownership and control of the artwork(s) remain with the City of Moncton.

**Borrower agency:** The borrower agency's representative shall meet with City of Moncton administration to review available artwork(s) and serve as the contact for this loan. This person is

## **Art Acquisition Policy**

responsible for the borrowing agency's compliance with all terms and conditions for the term of this loan.

**Site designation:** The City of Moncton is responsible for the designation of display sites, placement and relocations of all artwork(s). Preferably, artwork(s) shall be displayed in publicly accessible spaces, such as galleries, lobbies and reception areas that are supervised and secure.

**Term:** Artwork(s) are loaned for a term agreed upon by the City of Moncton and the borrower agency. The City of Moncton will conduct periodic visits to inspect the condition of the artwork(s).

### **Transportation and handling:**

- The City of Moncton will provide handling, packing, transportation, installation and removal of all loaned artwork(s) to and from the borrower agency's premises, except in special circumstances where costs exceed available resources (i.e. loans for exhibits in other cities, etc.). In those cases, the terms of the loan will be negotiated and determined before the signing of the agreement.
- The City of Moncton will not move furniture or handle other artwork(s) belonging to individuals to install artwork(s). The borrower agency shall ensure spaces are easily accessible for the installation and retrieval of the artwork(s).
- If any artwork(s) subject to this loan agreement need to be relocated due to an office move or renovations, the borrower agency must advise the City of Moncton in writing at least six weeks before the move.

**Integrity of space:** Once an artwork is installed in a specific location, the area surrounding the artwork should be kept free of any other artwork, signage, object, furniture or seating that may intrude upon the artwork.

**Care and protection of work:** Artwork(s) borrowed shall be given special care at all times to ensure against loss, damage, deterioration or theft. The borrower agency agrees to meet any special requirements for installation and handling as noted on this agreement form. Furthermore, the City of Moncton may require an inspection and approval of the installation by a member of its administration as a condition to the loan.

No artwork may be altered, cleaned or repaired without the written permission of the City of Moncton.

### **Artwork(s) must be:**

- maintained in a building equipped to protect objects from fire, smoke or flood damage;
- under 24-hour physical and/or electronic security; and
- protected from extreme temperatures and humidity, excessive light, insects, vermin, and other environmental hazards.

## **Art Acquisition Policy**

Art loaned by the City of Moncton has been examined and is considered to be in sound condition for loan. Only City of Moncton administration and art collection contractors approved by administration are authorized to handle, install and relocate loaned artwork(s).

### **Damage or loss:**

- If loaned artwork(s) are damaged or lost, the borrower agency's representative must notify the City of Moncton immediately, and provide a full written report of the incident, with photographs and a description of the circumstances involved.
- The City of Moncton may also require the completion of a condition report of the artwork(s).
- If a theft occurs, the borrower agency's representative must notify the police, obtain a police report and forward the report to the City of Moncton.

### **Insurance:**

- The borrower agency must provide insurance coverage against physical loss, damage and theft for the artwork(s) listed on this loan agreement. The City of Moncton must be added as an additional insured on the lender agency's insurance policy, with a waiver of subrogation protecting the City of Moncton.
- The City of Moncton reserves the right to adjust the value of any object based on the appraised fair market value and will notify the borrower agency of the adjustment within 30 days of a new appraisal.
- In the case of special circumstances where the borrower agency is assigned the task of handling, packing, transporting and returning the artwork(s), insurance coverage against physical damage or loss must be provided by the borrower agency, **both in transit and on the borrower agency's premises**, until the artwork(s) is returned to the City of Moncton.

**Exhibition rights:** The borrower agency is granted permission to display the work in public for the duration of the loan.

**Copyright:** Copyright remains with the artist.

**Reproduction rights:** All inquiries or requests to reproduce the artwork(s) in any form should be submitted in writing to: City of Moncton Art Collection, 655 Main Street, Moncton, NB, E1C 1E8.

### **Return of loan:**

- The loaned artwork(s) must be returned to the City of Moncton in satisfactory condition by the stated termination date.
- **Prior to the return of the artwork(s), the borrower agency must submit a written record of condition to the City of Moncton.**

### **Extension of loan:**

- Any extension of the loan period must be approved in writing by the City of Moncton. Insurance coverage must be extended accordingly.

## **Art Acquisition Policy**

### **Cancellation of loan:**

- If the borrower agency wishes to terminate the contract before the end of the term, they must advise the City of Moncton in writing, and are required to pay the costs of removing the artwork, if applicable, as assessed by the City of Moncton.
- The City of Moncton reserves the right to recall the artwork(s) from loan on short notice, if necessary.
- Furthermore, the City of Moncton reserves the right to cancel this loan for good cause at any time and retrieve the artwork(s) at any time, and will make every effort to give reasonable advance notice to the borrower agency.

**Interpretation:** In the event of any conflict between this agreement and any other agreement, the terms of this agreement shall prevail. This agreement shall be construed in accordance with the laws of the Province of New Brunswick.

**I have read and agree to the above conditions and certify that I am authorized to agree thereto.**

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

Borrower agency – Print name and signature

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

City of Moncton (lender agency) – Print name and signature

### **Return of artwork(s)**

The artwork(s) described above are hereby returned by the borrower agency to the City of Moncton in satisfactory condition.

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

Borrower agency – Print name and signature

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

City of Moncton (lender agency) – Print name and signature

## Appendix D: Incoming Loan Agreement

City of Moncton Art Collection  
655 Main Street, Moncton, NB E1C 1E8 • T. 506-859-2626 • [culture@moncton.ca](mailto:culture@moncton.ca)

Borrower agency: **City of Moncton**

City contact: \_\_\_\_\_

Lender agency: \_\_\_\_\_

Contact person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

**\*Acceptance of loan: The City of Moncton will conduct a thorough evaluation of the condition, storage, and installation need of the artwork(s) before proposing that the work(s) be accepted as an incoming loan.**

In accordance with the following Incoming Loan Agreement Conditions, the City of Moncton agrees to take the artwork(s) listed below on loan from the lender agency as part of the special exhibition described below.

Description of exhibition: \_\_\_\_\_

Duration of loan (include dates, if applicable): \_\_\_\_\_

**Artwork(s) being loaned to the City of Moncton:**

Accession number	Description	Location of work while on loan	Insurance value (mandatory)

## **Art Acquisition Policy**


**Proof of insurance for the artwork(s) must be provided by the lender agency and attached to this form. See *insurance requirements* on following page.**

Special requirements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

City of Moncton – Print name and signature (borrower agency)

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

Lender agency – Print name and signature

### **Loan Agreement Conditions – Incoming Loan**

**The City of Moncton and the lender agency agree to the following conditions of this loan:**

**Ownership:** Full and exclusive title, ownership and control of the artwork(s) remain with the lender agency.

**Site designation:** Designation of display sites, placement and relocations of all artwork(s) will be made by appropriate City of Moncton administration in consultation with the lender agency. Preferably, artwork(s) will be displayed in publicly accessible spaces, such as galleries, lobbies and reception areas that are supervised and secure.

## **Art Acquisition Policy**

**Integrity of space:** Once an artwork is installed in a specific location, the City of Moncton endeavours to ensure that the area surrounding the artwork be kept free of any artwork, signage, object, furniture or seating that may intrude upon the artwork.

**Term:** Artwork(s) are loaned for a term to which both the lender agency and the City of Moncton agree.

### **Packing, transportation, installation and removal:**

- The City of Moncton is responsible for all costs and liability relating to the transportation of the artworks on loan to and from the site, unless otherwise agreed in writing by both parties.
- The City of Moncton shall provide handling, packing and transportation of all loaned artwork(s), unless otherwise agreed in writing by both parties.
- Installation of artwork(s) shall be the responsibility of the City of Moncton unless otherwise agreed upon by both parties.
- If any artworks that are subject to this loan agreement need to be relocated due to an office move or due to renovations, the City of Moncton will advise the lender agency of the move.
- If the lender agency wishes to terminate the contract before the end of the term, they must advise the City of Moncton in writing and they are required to pay the costs of removing the artwork, if applicable, as assessed by the City of Moncton.

**Insurance:** The City of Moncton will provide insurance coverage against physical loss, damage and theft for the loaned artwork(s).

### **Care and preservation:**

- The City of Moncton agrees to exercise the same care in respect to loaned objects as it will in safekeeping and preserving its own property.
- The City of Moncton will not alter, clean or repair an artwork without the permission of the lender agency, with the exception of dusting when necessary unless otherwise advised in writing by the lender agency.

### **Record of condition:**

- The City of Moncton and the lender agency must agree in writing on the condition of the artwork(s) before the artwork(s) are transported on the City of Moncton's premises, and again before the artwork(s) are returned to the lender agency at the end of the loan.

**Damage or loss:** In the event of damage to the artwork while in the possession of the City of Moncton, the City of Moncton will notify the lender agency immediately.

### **Exhibition and reproduction rights:**

For the duration of the loan, the City of Moncton may:

- display the work in public;
- photograph, reproduce, televise, or include the image on the City's website, for non-profit publicity purposes; and
- make digital files and photographs for the City's documentation files.

## **Art Acquisition Policy**

Loaned artworks may also be photographed by the general public while on display in exhibit buildings unless it is prohibited in writing by the lender agency.

**Credit:** The lender agency will be recognized unless the lender agency requests anonymity.

**Extension of loan:** Any extension or cancellation of the loan period must be approved in writing by both parties. Insurance coverage will be extended accordingly.

**Cancellation of loan:** If the lender agency wishes to terminate the contract before the end of the term, they must advise the City of Moncton in writing and they are required to pay the costs of removing the artwork, if applicable, as assessed by the City of Moncton.

**Interpretation:** In the event of any conflict between this agreement and any other agreement, the terms of this agreement shall prevail. This agreement shall be construed in accordance with the laws of the Province of New Brunswick.

**I have read and agree to the above conditions and certify that I am authorized to agree thereto.**

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

City of Moncton – Print name and signature (borrower agency)

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

Lender agency – Print name and signature

### **Return of artwork(s)**

The artwork(s) described above are hereby returned by the City of Moncton to the lender agency in satisfactory condition.

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

Signature of lender agency (Print name and signature)

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

City of Moncton representative (Print name and signature)