

# THE BLUE MOUNTAINS PUBLIC LIBRARY ARTS & CULTURE COUNCIL

**Conditions for the February 2026 Exhibition of Work** 

**VERSION: November 2025** 

## 1. The Gallery at L.E. Shore

The Gallery at L.E. Shore is an exhibition space and integral component of the L.E. Shore Library branch (Blue Mountains Public Library [BMPL]). The Gallery is governed by the Arts & Culture Council (ACC), who organize and host monthly art exhibitions and cultural events. The ACC's assistant is the administrator for The Gallery and the primary point of contact for Artists and the public.

## 2. The Gallery's Mandate

The Gallery strives to provide accessible arts and cultural experiences to the community, offering programs that are free or affordably priced. We also aim to give local artists meaningful opportunities to showcase their work to the public. As a not-for-profit organization, our primary focus is not on the sale of artwork, though sales are supported. Artists are encouraged to consider this when setting their revenue expectations.

#### 3. The Gallery as a Multi-Use Space

- The Gallery resides in the award-winning L.E. Shore Memorial Branch of the Blue Mountains
   Public Library. Almost daily BMPL programming and community activities occur in The Gallery,
   impacting casual access to the space, and will not be interrupted by an exhibition. Due to the
   Gallery's limited availability of casual drop-ins, patrons are encouraged to call before visiting to
   ensure the space is available.
- Items on display must be on or close to the walls of The Gallery so as not to inhibit use of the space, although they may be rearranged for the opening reception.

## 4. Photography in The Gallery

BMPL allows the public to take photographs in The Gallery space, including photographs that may capture artwork on display. BMPL is not responsible for how such images are utilized or distributed.

# 5. Third Party Benefits

No third party is to benefit from our publicly funded gallery without CEO approval.

## 6. Artist Screening & Selection for Exhibition

The BMPL has appointed the ACC to provide guidance for arts programming in The Gallery. This Council has the sole responsibility to screen candidates for exhibition.

#### 7. Right of Refusal

The ACC and BMPL reserve the right to refuse any exhibition or individual piece.

## 8. Length of an Exhibit

The customary length of an installation is approximately four (4) weeks but may be extended or reduced to the discretion of the ACC.



#### 9. Exhibit Intake & Pick Up Schedule

- The Artist is responsible for transportation of their work to and from The Gallery on the date(s) designated for delivery/pickup. BMPL is not responsible for damage occurring during transport
- The Artist must adhere to the intake and pick up schedule as there is no storage space available for artwork.
- Any orphaned work left in The Gallery for 15 days past the designated pick-up date (without alternate arrangements made) will be donated or disposed of by BMPL.

#### 10. Requirements for Work

- All Gallery showing pieces must be hangable and dry before the art intake. Due to the limited time
  between the exhibit intake, hanging and reception, pieces that are not hangable or still wet cannot be
  included in the exhibit.
- All pieces must be original works of art created by the Artist.
- Artwork will be assessed for any damage and cleanliness during the art intake.

## 11. Removal of Work During an Exhibit

Work must remain in the building for the duration of the exhibit, <u>including</u> sold work. Exceptions may be made at the discretion of the Gallery administrator and ACC. In these cases, the Artist may replace the removed piece with an alternate piece, pending approval by the Gallery administrator and ACC.

#### 12. Exhibit Installation

The ACC is responsible for designing and installing each exhibit on the day following art intake. While the Artist is welcome to offer input, final decisions regarding exhibition design rest with the ACC.

#### 13. Online Exhibit

The Artist agrees to the inclusion of their art in their exhibit's virtual tour or sample (on BMPL's website) and acknowledges the website will include potentially reproducible files of their art.

#### 14. Promotion

The Artist allows images of their work to be used for social media, flyers, event cards, print publications, BMPL's website and external digital promotion. The Artist acknowledges that any digital promotion will include potentially reproducible files of their art.

#### 15. Sale of Work

- Artists are encouraged to showcase primarily new works that have not been previously exhibited or offered for sale in The Gallery.
- BMPL will transact all sales of work during an exhibition, including HST, and provide the Artist 75% pretax payment by cheque following the close of the show. Payment will be arranged through the Town of the Blue Mountains. Please note that, due to TBM's financial schedule, payment may take approximately 4 to 8 weeks to be received. BMPL is not responsible for delays resulting from postal disruptions or technical issues related to invoicing software.
- BMPL is required to collect HST on art sales. Artists may request a statement of HST paid on their behalf.
- A 25% commission on sold work will be retained by The Gallery. These fees are retained to offset the expenses of our not-for-profit gallery.
- BMPL will maintain an accurate inventory of sold work and will provide the Artist with an end of
  exhibit sales report. The Artist is responsible for verifying the accuracy of the sales report. Any
  discrepancies must be reported to BMPL in writing within one week of receiving the report.



BMPL will arrange for buyers to pick up their purchases at the end of the exhibit.

#### 16. Insurance, Damages & Theft

BMPL has security measures in place but cannot be held liable for damage or loss of artwork while on site, except in the event of a total building loss, which is only covered between January 28 (day before intake) and March 5 (pick-up).

As the exhibition space is public and unsupervised, artists are strongly encouraged to carry their own insurance for the full exhibition period.

## 17. Artist Representations and Warranties

The Artist represents and warrants that:

- They are the sole creator and owner of the work they contribute to their exhibit.
- The work is original and does not infringe upon any copyright, trademark, or other intellectual property rights of any third party.

#### 18. Indemnification

The Artist shall indemnify and hold BMPL/The Gallery harmless from all claims, liabilities, damages, and expenses (including legal fees) arising out of or in connection with any breach of the Artist's representations and warranties.

## 19. Change to Conditions & Contract

BMPL reserves the right to change the 2026 Conditions of February Exhibition and 2026 Salon Show Submission Form & Contract with 48-hour notice.

