




**Policy Number:** 800.3

**Policy Title:** Display of Student and Public Work

**Subject:** Section 800 – Miscellaneous

**Date Adopted:** February 2, 2010

**Date(s) Revised:** August 30, 2012

**Approved by:**   
\_\_\_\_\_  
Daniel J. Bingham  
Dean/CEO  
Helena College University of Montana

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**POLICY STATEMENT:**

Helena College University of Montana supports the effort of students and community guests as artist scholars and artisans in the displaying of their work. Since such displays can be instrumental strategies for social change, communication of ideas, community dialogue, and personal creativity, the College shall provide appropriate procedures for the review, display, setup, oversight, and other necessary processes to ensure safety and security, appropriateness, and the declared rights to freedom of expression.

Helena College policies shall adhere to and be consistent with relevant federal and state laws, rules, and regulations; with Board of Regents' policies and procedures; and with The University of Montana's policies and procedures.

## PROCEDURES:

### 1. AD HOC ARTWORK REVIEW COMMITTEE

Helena College shall establish an ad hoc committee to review complaints of any nature concerning artwork on public display or proposed to be on display. This committee shall comprise of: two College Leadership Administrators, one each faculty and staff member, and one student. Each committee member shall be appointed by the College Dean\CEO (the CEO/Dean shall not be a member of the committee). Upon the formation of the committee, the committee shall select two other members chosen from a current pool of college employees.

This committee is commissioned to: review official written complaints; determine whether a specified artwork is appropriate and does or does not meet the legal definition of obscenity as described in this policy; and, utilizing the same criteria, evaluate the appropriateness of all art work proposed for permanent or on-loan acquisition prior to acceptance by the College. This committee is not empowered to convene in the absence of a commissioned purpose.

At all times the College, as granted by its governing board, retains the right to determine which materials are displayed, how they are displayed, where they are displayed, and other such descriptors, on college property.

### 2. CONTENT DISPLAYED

#### a. Appropriateness

Helena College shall rely on the United States Supreme Court definition of obscenity. Noted in this policy the Supreme Court defines obscenity using a three-part test. For a work to be obscene, all three parts must be satisfied:

- a) The average person, applying today's community standards, must find that the work as a whole appeals to the prurient interest; (having, inclined to have, or characterized by lascivious or lustful thoughts, desires, etc.)
- b) The work must depict or describe in a patently offensive way particular types of sexual conduct defined by state law;
- c) The work, taken as a whole, must lack "serious literary, artistic, political, or scientific value."
- d) If an artwork on public display is found to meet the above legal definition of obscenity, it will be promptly removed. Only artwork that is determined to be legally obscene will be removed.

#### b. Artwork Display Mitigation

- a) Identified concerns shall be submitted in writing to the office of the Dean/CEO. Written complaints shall include a detailed account of the nature of the objection or complaint and suggestions for resolution as well as contact information for the person making the complaint.
- b) Upon the receipt of a written complaint, the Dean/CEO shall convene the Ad Hoc Artwork Review Committee. Those assembled will nominate and elect a committee chair. The full committee shall review all submitted documents relating to the concern and visit the site of the artwork in question. The committee shall utilize the stated three part Supreme Court definition of obscenity as the basis for rendering a decision.
- c) A simple majority opinion shall decide the case within ten business days from the date of receipt of the complaint.
- d) The committee shall send a letter to the Dean\CEO informing of their decision. The complainant will be notified in writing by the Dean\CEO of the decision which shall be final.

- e) If the artwork is deemed not to be obscene, it will be allowed to remain in place. If the artwork is deemed to be obscene, it shall be removed as soon as possible.
- c. Venue  
The areas of primary concern for this document are those which are specifically set aside for the display of artwork; however, in a more general sense, the entire campus is to be considered public space.
- d. Sponsorship  
All art displays must be sponsored by an entity on campus such as a department, division, program, student and/or staff group.
- e. Scheduling and Length of Time for Display  
Artwork may be exhibited for a minimum of 14 days and a maximum of 45 days. The length of time for the artwork to be displayed shall be stated by the artist in the Agreement and Terms of Display. Helena College reserves the right to lessen the length of time if a scheduling conflict arises.
- f. Internal/External Advertisement and Media Release  
Three weeks prior to the opening of an exhibit, the artist must submit an artist's statement, résumé and two photographs or line drawings to the Marketing and Communications Director for publicity purposes. Helena College will handle any publicity for the exhibit, write press releases, and produce flyers, post an announcement on the college's website and information will be published in the campus newsletter. Announcements and information concerning upcoming exhibits will be sent to the local media and to the appropriate community calendars or gallery listings. A personal postcard or invitation is the responsibility of the individual artist and must receive prior approval by the Marketing and Communications Coordinator before distribution.

### **3. PLACEMENT, DISPLAY RESPONSIBILITY, AND LIABILITY**

- a. Responsibility and Placement  
The exhibitor or exhibiting organization will be responsible for the installation and removal of the display at a time and in a manner specified under the Agreement and Terms of Display (attachment A). The College will provide special hooks/hangers but the exhibitor must provide, adjacent to the art work and printed and placed on the back of the piece, labeling that includes the name of the artist and title of the art work.  
  
Works of art must be located in areas that are accessible and visible to the college and visitors to the campuses. The placement of work should be done in consultation with Facilities Department staff and the Disabilities Director as needed and must take into account the location of the site, environmental conditions, maintenance requirements, quality, security of the art, and other appropriate considerations. The site for the display must comply with all ADA and safety regulations as well as applicable regulatory codes adhered to by the college.  
  
Removal of safety barriers for aesthetic value is not appropriate when considering the placement of the display. Concerns or complaints about acceptance or placement of artwork will be reviewed by the Artwork Review Committee. Before submitting a written concern all informal means of resolving a concern should be explored.  
  
An Agreement and Terms of Display form shall be submitted by the sponsor prior to display. The sponsoring individual\organization is responsible for completing, with appropriate signatures, an inventory form identifying the displayed work and its associated value.
- b. Liability  
The College insurance policy provides coverage for the college's legal liability for artists' personal property in the college's custody, subject to the policy's standard exclusions,

limitations and conditions. This coverage will apply while the object is at the College and designated locations, but will not apply to any damage occurring during transportation of the object, which is the responsibility of the exhibitor. In the event of an insurance claim, the insurance deductible is to be paid by the exhibitor as indicated on the Agreement and terms of Display form.

Exhibitors are strongly encouraged to have their own insurance coverage that will apply to their personal property while it is on display. Exhibitors are encouraged to digitally document and retain records of objects displayed at the College.

No special security will be provided for art work or displayed material by the College.

The College retains the right to deny space to any user whose use or planned use of space does not comply with these conditions.

The exhibitor or the exhibiting organization will be held liable for any damage to college property resulting from mounting or removing a display.

#### **4. COMMERCIALIZATION OF DISPLAYED ITEMS**

The College is not responsible for the sale(s) of any items on display. All work displayed for viewing with the final intent of commercialization shall be designated as such and shall remain on exhibit until the end of the designated viewing period. Any inquires for pricing and purchasing availability will be directed to the exhibitor.

The College will collect 10% of the sale item(s) when the sale is consummated and shall be payable to the College before the artwork is removed from the College. All proceeds shall be directed to the Helena College Foundation for the development of the Arts at the College.

All artwork to be sold shall be negotiated directly between the buyer and the artist. The College will not act as an intermediary to any purchasing transaction.

#### **5. ACQUISITION**

In the College's effort to enhance learning and to create a desirable environment for students, employees and visitors, it will accept donations of display materials to be part of a permanent collection. Accurate records of acquisitions shall be maintained in an inventory by the Department for Fiscal and Plant. These policies do not apply to the display of materials in personal areas such as employee offices.

The Artwork Review Committee shall act as the College's agent in approving or disapproving display materials donated. Acceptance of display material does not constitute endorsement of the material or the artist, nor does it constitute a guarantee that the material will be displayed.

All materials accepted through donation become the sole property of Helena College, and Helena College assumes the right to remove from the collection and/or otherwise dispose of donated materials. Display materials shall not be accepted for consideration by the Artwork Review Committee unless the following criteria are met:

- a) The display material is relevant to and consistent with the purposes and activities of Helena College;
- b) That Helena College can provide an appropriate location for installation and storage (if a display material is eventually de-installed), protection and preservation of the material under conditions that assure its availability for Helena College purposes;
- c) The display material has a demonstrated authenticity, established provenance, and a clear proof of title;
- d) The display material has proven both legal and ethical integrity; if there is a suspicion that the material has been stolen, looted, or otherwise illegally obtained, it will not be accepted;

- e) The display material is ready to display or in a condition in which Helena College has the resources to prepare it for display (i.e., framing, matting, pedestals, etc.) or to restore and maintain it.

**6. DISPLAY MATERIAL ON-LOAN**

The Artwork Review Committee shall act as the College's agent by following the same practices used for acquisition of display materials for the College's permanent collection. It shall establish the conditions and terms of the loan in writing with the lender or the lender's agent, which shall include, among other relevant items, the duration of the loan.

**7. DISPLAYS ASSOCIATED WITH LECTURES, RECEPTIONS, GENERAL VIEWING AND OPEN HOUSES**

Exhibitors or exhibit sponsors may choose to conduct some form of public event in connection with their exhibits. The scheduling of events must follow the college's scheduling process, including custodial services, when applicable. Sponsors of such events are responsible for all arrangements and shall work with the College's Marketing Coordinator, Food Service Supervisor, appropriate Department Chair/Academic Dean or Artwork Review Committee, as appropriate. Sponsors and/or exhibitors are responsible for expenses related to their event(s).

**ATTACHMENT: FORM A**

**AGREEMENT AND TERMS OF DISPLAY**

The display known as \_\_\_\_\_ will be exhibited on or about \_\_\_\_\_ and will be removed no later than \_\_\_\_\_. If the exhibit is not removed beyond 10 days of the agreement/end of the semester the College reserves the right to dispose of any material in whatever way is deems appropriate.

**AGREEMENT**

As the exhibitor or representative of the exhibitor of all art pieces included in the display named above, I agree to abide by the terms of the policy and the terms of this agreement, and I certify that the attached inventory is complete. I assume the liability for artwork listed during travel to and from the exhibit. Helena College shall cover for liability during the time the artwork is being exhibited on College property; however, I agree to cover the deductible should my work be damaged or stolen while on display.

Please initial one:

\_\_\_\_\_ I am the exhibitor of all the objects in the display.

\_\_\_\_\_ I am authorized representative of the exhibitor. The exhibitor is aware of the policy and terms of this agreement. I accept full responsibility for all objects in this display.

\_\_\_\_\_  
Signature of the Exhibitor or Representative

\_\_\_\_\_  
Signature of Fiscal and Plant Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- All work displayed for viewing with the potential intent of commercialization will be designated as such and shall remain on exhibit until the end of the designated viewing period. Any inquires for pricing and purchasing are to be directed to the exhibitor.
- In support of the Arts at the College, 10% of all sale items will be directed to the Helena College Foundation for the development of the Arts. All artwork to be sold shall be negotiated directly between the buyer and the artist. The College will not act as an intermediary to any purchasing transaction.

**EXHIBIT INVENTORY**

\_\_\_\_\_  
Name of Artist/Representative/Organization

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Title of Display  
From \_\_\_\_\_ Until \_\_\_\_\_

Title	Description of Art	Display Intent	Price

\_\_\_\_\_  
Signature of representative that all art work has been returned.

\_\_\_\_\_  
Date