

## **Display Policy: Bulletin Boards, Display Cases and Wall-Mounted Exhibits**

JPAB Policy # 305

Approved: 10/2001

Last Revised: 1/2023

Five-year Review Schedule: 1/2028

To create welcoming spaces that serve the needs of a diverse community, the Santa Cruz Public Libraries (hereinafter the “Library”) may make available for Library use or community use certain designated spaces for conveying information or publicizing events pursuant to the conditions provided in this Display Policy. As provided further below, bulletin boards and display cases shall be open for public use pursuant to the guidelines in this Display Policy, and wall-mounted exhibits shall be reserved for Library use only.

Members of the public understand that the Library accepts no liability for the contents of any display and/or exhibit displayed by the public.

The following rules govern the type and manner in which materials may be displayed.

### **Bulletin Boards**

The Library Bulletin Boards shall be open for public use pursuant to the guidelines listed below. Content in any postings by the public on the bulletin boards does not necessarily represent the values, agenda, and policies of the Library, its staff, or the Library Joint Powers Authority Board. Library assumes no responsibility for the preservation, protection, or security against theft or damage to any displayed material.

- All materials must be submitted to the branch service desk for posting. Library staff reserves the right to deny materials if the posting does not comply with this Display Policy, or if the content violates local, state, or federal laws, including but not limited to, any laws on obscenity, libel, defamation of character or invasion of privacy. The Library shall endeavor to post bulletin board materials on a first-come, first-served basis.
- Branch managers will determine the maximum size of materials on bulletin boards within their location. The Library does not guarantee space to post materials. Staff reserves the right to deny submissions if staff deems that there is no available space at that time on the bulletin board.

- All materials must have a posted and removal date on them. No materials should be posted longer than 15 calendar days. Library staff are not obligated, but they reserve the right to remove materials after the removal date has passed, dates have been falsified, or no removal date exists on the material.

### **Display Cases**

The Library Display Cases at the Downtown Branch, Felton Branch, Live Oak Branch, and Boulder Creek Branch shall be open for public use pursuant to the guidelines listed below. Content expressed in or on display cases does not necessarily represent that of the Library, its staff, or the Library Joint Powers Authority Board. Library assumes no responsibility for the preservation, protection, or security against theft or damage to any displayed material. Participants assume all responsibility for their display, including the provision of any desired insurance coverage. The Library shall not be responsible for or insure any displays at the Library.

- Display Cases shall not be used for commercial purposes, including but not limited to advertising for any goods or services. No work of art, craft, or artifact displayed may be priced for sale.
- Groups or individuals shall make a request to reserve space by completing the Library's Display Case Reservation Form, which shall include the proposed content of the display and a signed waiver of liability, release, assumption of risk and indemnity agreement. Approval shall be based on compliance with this Display Policy and shall be subject to available space.
- Generally, only one display per year per individual/organization may be booked at any one Library branch.
- Displays are retained monthly or as decided by the Library Branch Manager or their designee.
- The Library shall endeavor to schedule displays on a first-come, first-served basis.
- Each display must contain a sign indicating the name of the sponsoring group or individual. This sign shall be provided to the Library Branch Manager for review or their designee, by the sponsoring group or individual, at its sole cost, in advance of posting the display. The sponsor may also post a sign listing its address and phone number so that interested members may contact the sponsor directly. The sign may not exceed 5.5 x 8.5 inches. The location of the sign will be determined by the branch manager.
- Any participating individual or sponsor understands that in displaying contents in the

cases, they are voluntarily agreeing to accept and assume any and all risks, known or unknown, including injury or property damage. By displaying contents in the cases, the participating individual or sponsor agrees not to assert any claim, institute any suit or other legal process against the Library, its officers, officials, employees, agents or volunteers for any property damage resulting from or in any way related to the display cases. If the sponsoring group or individual is concerned about insuring a display, that group or individual shall be responsible for obtaining and maintaining their own insurance.

- The group or individual must follow all rules regarding installation and de-installation established by the Library branch at which the display is exhibited. Such rules may be changed from time to time by the applicable Library branch.
- Failure to adhere to the Library's Display Policy may result in removal of the current display as well as restrictions from further use of the Display Cases.
- Branch Managers, the Assistant Director of Libraries, or the Director of Libraries reserve the right to remove any display at any time if a display does not reflect any of the information stated in the Display Case Reservation Form or if the display does not comply with this Display Policy.
- The Library reserves the right to remove displays after the display period has ended as designated in the Display Case Reservation Form. The Library also reserves the right to discard or donate any displays not retrieved within 14 calendar days after the end of the agreed upon display period.

### **Wall-Mounted and Rotating Art Exhibits**

The Library wall-mounted and rotating art exhibits shall be reserved for Library use only and shall not be open for public use.

The Library may solicit artwork to display on wall-mounted spaces or for rotating art exhibits. Interested artists should contact the Branch Manager at any Library branch to obtain information on how to submit their work on the Library's website. All submitted artwork shall be reviewed and selected by the Library's Art Committee. The artwork shall be evaluated by the Library's Art Committee based on the following criteria and standards:

- The artistic quality and originality of the artwork.
- The suitability of the artwork to the aesthetics of the applicable Library branch and exhibition space.
- The size or dimensions of the artwork.
- Budget considerations of the Library.

- The artwork does not contain images of an offensive nature, including but not limited to, elements of graphic depiction of violence or sexually explicit imagery or nudity.
- The artwork shall comply with any existing State and Federal laws on obscenity, libel, defamation of character or invasion of privacy.

The Library reserves the right to form partnerships with Santa Cruz County arts organizations to schedule, select, coordinate, and manage art exhibits.

All artists selected to display artwork shall be responsible for hanging or installing their artwork in compliance with this policy, as well as in compliance with any instructions from the Library's Art Committee or any Branch Manager.

No work displayed may be priced for sale.

The Library assumes no responsibility for the preservation, protection, or security against theft or damage to any artwork. Participating artists or individuals displaying artwork at a Library branch assume all responsibility for their display, including the provision of any desired insurance coverage. The Library shall not be responsible for or insure any artwork displayed at the Library. Any artist or individual submitting artwork to be displayed at a Library branch shall provide a signed waiver of liability, release, assumption of risk and indemnity agreement in a form provided by the Library.