



SAN RAFAEL
LIBRARY AND RECREATION

Falkirk Cultural Center Art Exhibition Guidelines

The Falkirk Cultural Center (Falkirk), a California Victorian, was built in 1888 in the Mission city of San Rafael. An excellent example of the Queen Anne style, it captures the spirit of early California. It has a complex, picturesque roofline of gables and chimneys, variously shaped bays and decorative details that relate playfully to the different levels as was common of the style. A celebration of country living with seventeen rooms, three floors, and a large porch with oversized turned posts, Falkirk's open floor plan was not common in Victorians. The home and the history of its occupants reflect both the emergence of San Rafael as a fashionable suburb of San Francisco and the growth of rail and shipping industries in the west.

Falkirk now operates as an historic site and art gallery with tours available upon request. The house and grounds are available for receptions, weddings, art exhibits, and meetings.

This document outlines the guidelines and requirements for groups and individual artists wishing to utilize the gallery space at Falkirk.

1. Overview

There are three rooms at Falkirk that are used to display artwork, all of which are located on the second floor of the facility. The East Room is approximately 71 square feet, the Tamalpais Room is approximately 123 square feet, and the West Room is approximately 60 square feet. The size of these rooms is approximate as there is a fireplace in each room, multiple windows, and the rooms are irregularly shaped. Falkirk has 20 pedestals of various sizes for exhibition use.

Falkirk hosts approximately five to six art exhibits a year and each exhibit runs between five to eight weeks long. The facility is open to the public Tuesday-Friday from 1:00pm-4:30pm, Saturdays from 10:00am-1:00pm, and during the Downtown San Rafael Second Friday Art Walks. Hours may be modified due to holidays and/or private events. Staff are available during these hours to answer questions, show the facility and grounds, and make the rooms available during art exhibits. Modified hours are posted at the front door and on Facebook.

Additionally, most art exhibits include an opening reception that coincides with one of Downtown's Second Friday Art Walks. More details can be found in Section 4.

2. Application Process

All exhibits hosted at Falkirk undergo an evaluation process before approval.

Organizations/Individuals seeking to partner on an exhibition with Falkirk must complete the steps below to be considered:

1. Application

To initiate the proposal/partnership process, interested persons/organizations must complete the Exhibition Proposal Form located on our website at www.cityofsanrafael.org/falkirk-art-galleries/. Once received, the application will be reviewed by City staff.

2. City Approval /Contract

After the Formal Proposal has been submitted it will be evaluated. If the proposal is denied, you will be notified via email. A follow-up meeting may be scheduled to review any questions and/or concerns. If approved, the proposal will go into the contract phase and the agreement will be finalized based upon the terms and conditions outlined below. If terms cannot be agreed upon by both parties, the proposal will be denied.

3. Eligibility

Falkirk evaluates proposals based on the following criteria:

- **Community Interest**

The exhibition's subject matter is determined to be of specific interest to the San Rafael community.

- **Quality of Work**

The City strives to partner with organizations that offer the opportunity to exhibit artwork of the highest possible caliber.

- **Track Record of Achievement**

Prospective organizations/individuals are asked to demonstrate a history of achievement via promotional materials, letters from previous partners, etc. Prospective organizations/individuals must demonstrate the ability to curate an exhibit of the size and scope required to fill all three gallery rooms at Falkirk.

Approved exhibitions are overseen by City Staff. City staff reserves the right to finalize all installation decisions including final curatorial decisions, exhibit layout, displays, labeling, determining insurance coverage, appropriate security, lighting, staffing during hours of operation, artwork sales, and marketing plans.

4. Responsibilities

Responsibilities of the Organizer include:

1. Designing marketing postcard. Conducting marketing and promotional activities for the exhibit through their own channels. Any publicity efforts or marketing materials must be reviewed by City staff prior to use.
2. All transportation, set up, installation, and take down of Artists' exhibit and display. All set up, installation, and take down of Artists' exhibit and display must be performed during the City of San Rafael regular business hours. The Organizer will also be responsible for providing title card information for each displayed work and will install said cards next to displayed works.
3. Providing the City with a digital excel file with an alphabetized list of selected artists and artworks. The list must include the following: artist's or lender's first and last name, street address, city, state, zip, phone number, email address, website information, social media contact information, artwork title, medium, size, selling price, provenance, and insurance values. Organizer must provide digital pictures (jpeg or png format required) of each selected work to be exhibited that correlate with the excel list of information.
4. To ensure ADA access, all exhibits must be available virtually as well as in person. If the Organizer does not have the ability to provide a virtual exhibit, the digital images provided must be of a high enough quality that the City can use them to create a virtual exhibit on the City's website.
5. Organizing the opening reception, including creating invitations, promoting the event, organizing any entertainment, and providing any food and drink. If alcohol will be sold, the Organizer is also responsible for obtaining a permit from the State Alcoholic Beverage Control Department. The date of the opening reception (generally Friday evenings), along with the specific entertainment, food, and beverage plans, must be approved by City staff.
6. For juried shows, Organizer will retain 100% of entry fees and will be responsible for providing the call-for-entry prospectus and paying for the Exhibition Juror.
7. Providing all awards, if applicable.
8. Artists should inform City Staff if the exhibiting group would like the galleries to be open or closed during private events (wedding, memorials, etc.). There is also the option to have select galleries open.
9. Any requests to extend Falkirk's hours for special events must be completed in writing and must receive approval from the City in advance. Organizers will be required to reimburse the City for any associated costs.

Responsibilities of the City include:

1. Working with the Organizer to determine a mutually agreed upon five to eight-week exhibition period.
2. Printing marketing postcards for City use and distribution, any additional postcards must be printed at the Organizers expense. Promoting the exhibit through the City's print and digital marketing platforms, including the website, social media, and email.
3. Provide staff during Falkirk's open hours, as well as during the Second Friday Art Walks, to ensure that the galleries are open to the public.

4. Working with the Organizer to provide a complimentary Opening reception at the commencement of each exhibit. The City will support with promotion and will provide staff for the event. The City will also provide a water dispenser, cups, napkins, and flowers. The City will retain all donations grossed during the reception. All other coordination and planning of the event are the responsibility of the Organizer.
5. Working with the Organizer and the City's marketing coordinator to ensure that the exhibit is ADA accessible by providing a virtual gallery of digital images and description either on the Organizer's website or the City's website.

5. Terms and Conditions

The organization/individual seeking to host an exhibit with the Falkirk Cultural Center will be required to execute an agreement to and abide by the following terms and conditions:

1. Falkirk reserves the right to approve all installation decisions including final curatorial decisions, exhibit layout, displays, labeling, fine art, insurance, security, lighting, staffing during hours of operation, artwork sales, and marketing plans. City staff reserve the right not to accept the loan of work(s) that arrive in non-display condition (missing hanging wire, unstable, damaged, over size limits, or otherwise not ready for display).
2. All damage to City facilities, including, but not limited to, walls, carpeting, trim, lighting, furniture, that may occur during art installation, exhibition, or removal, will be the responsibility of the Organizer to cover the costs of repairs or replacement related to the exhibit.
3. The Organizer will grant the City the right to use images from the Exhibition for publicity purposes in Exhibition announcements, the City's internal publications (including but not limited to its newsletter), the City's Website, and other media. The Organizer will indemnify and hold the City harmless from any liability arising out of the City's use of such images for publicity purposes.
4. The Organizer will agree and ensure that no glass, other sharp edges, or hazardous materials will be exposed that may cause injury to City of San Rafael staff and the public.
5. The City will agree that no alteration, restoration, or repair to Artists' work will be undertaken without the Organizer's permission.
6. The City will agree that the Organizer/Artists will retain ownership of Artists' work during the duration of the exhibit and display.
7. The Organizer and the Artists whose work is on display understand and agree that their work is provided for display at their own risk of loss, vandalism, theft, damage, and destruction. Artists acknowledge and understand that the Falkirk Cultural Center is open to the public and the City does not employ security personnel or staff to manage or supervise the galleries where the art is on display. Artists further understand that the City's insurance carriers will not cover loss, vandalism, theft, damage, or destruction to his or her work while on display at the Falkirk Cultural Center, and acknowledge that he or she has been advised to purchase insurance coverage to protect against the risk of loss, vandalism, theft, damage, and destruction of his or her work while on display at the Falkirk Cultural Center.
8. The City requires that each artist sign an acknowledgment that he or she understands these conditions and will hold the City of San Rafael and its officers, officials, employees and

volunteers harmless for any loss, vandalism, theft, damage, or destruction that occurs to the artwork, regardless of cause.

9. All sales of Artists' work on display at the Falkirk Cultural Center shall be handled through the City. The City will retain a list of the artists' works and sales prices, along with artist contact information to share with the public and interested buyers. The City will collect and retain gross sales price per piece on display and retain 30% of the gross sales price. The City will remit 70% of the gross sale price per each piece to the Organizer. For exhibits that are conducted virtually only, the City will retain 10% of the gross sales price and remit 90% to the organizer. The Organizer will be responsible for paying the artist's individual commissions from Organizer's percentage of the gross sale price and is responsible for any sales tax collecting and reporting, retaining a business license, if required, and adhering to all State and Federal laws.
10. If the Organizer does not remove materials at designated date and time, or within 24 hours of request to remove work, the City reserves the right to remove the material. If the exhibit materials remain unclaimed for more than thirty days after removal, the City may sell or dispose of them without further obligation to the Organizer.
11. Indemnification. The Organizer will, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by the City, and hold harmless the City, its officers, agents, employees and volunteers, from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, arising out of the Organizer's performance of its obligations or conduct of its operations. The Organizer's obligations will apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the City Indemnitees. However, to the extent that liability is caused by the active negligence or willful misconduct of the City Indemnitees, the Organizer's indemnification obligation shall be reduced in proportion to the City Indemnitees' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the Organizer's work or work product by the City or any of its directors, officers or employees shall not relieve or reduce the Organizer's indemnification obligations. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from the Organizer's performance of or operations under, the Organizer will provide a defense to the City Indemnitees or at the City's option reimburse the City Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.
12. Required insurance. The Organizer shall maintain, for the duration of the exhibit and associated installation and removal, and pay the cost thereof, the following insurance policies:
 - a. General Liability Insurance. The Organizer shall procure and maintain Comprehensive General Liability Insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.
 - b. Property insurance sufficient to cover the artworks in the exhibit.

13. Other insurance requirements. All insurance policies obtained pursuant to this Section shall also meet the following requirements:

- a. The insurance policies shall be specifically endorsed to include the City of San Rafael, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.
- b. The additional insured coverage under the Organizer's insurance policies shall be "primary and non-contributory" with respect to any insurance or coverage maintained by the City.
- c. The insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

The City will not be responsible to determine the adequacy of the property insurance for the artwork. If the insurance is not sufficient to cover a loss, the City will not be liable for any shortfall in coverage.

Copies of all related insurance coverage shall be provided to the City, and complete copies of any insurance policies obtained pursuant to this Agreement shall be provided to the City if requested at any time.