

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Museums and Cultural Affairs

**AGENDA DATE:** October 14, 2008

**CONTACT PERSON/PHONE:** Michael Tomor, 532-1707

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

A Resolution that the City Council approves the Collection, Care & Management Policy of the City of El Paso Museum of Art.

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The El Paso Museum of Art Collection Care and Management Policy needs to be approved by the City Council in order to be recognized as an official document for accreditation. The EPMA is seeking out reaccreditation in 2009.

**PRIOR COUNCIL ACTION**

Has the Council previously considered this item or a closely related one?

No

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

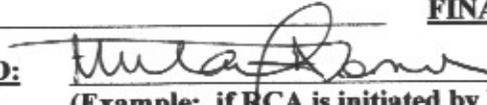
**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

Approved by EPMA Advisory Board on September 4, 2008.

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:**  \_\_\_\_\_  
(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**THAT** the City Council approves the Collection, Care & Management Policy of the City of El Paso Museum of Art attached as Exhibit "A".

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

\_\_\_\_\_  
Michael Tomor, Director  
El Paso Museum of Art



## COLLECTIONS CARE & MANAGEMENT POLICY

Effective 9/08, recommended by the City of El Paso Museum of Art and approved by the El Paso City Council.

Previously approved versions of policies contained herein shall be obsolete.

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## I. Introduction

The purpose of this policy is to provide guidelines for the acquisition, exhibition, preservation and management of El Paso Museum of Art ("Museum") collections. The El Paso Museum of Art is committed to the stewardship of the Museum collection entrusted to its care. The collections policy will identify the duties and responsibilities of the Museum staff and the governing authority in accordance with the mission of the Museum which states:

***The purpose of the El Paso Museum of Art is to collect, interpret, preserve, and exhibit works of art that maintain and support the strengths of the Museum's permanent collections of American art, European art and Mexican art.***

## II. History

By the 1950s the City of El Paso was building a small art collection containing a number of works by artists of the southwest, particularly the Santa Fe and Taos Schools: Fremont Ellis, Charles Russell and Julius Rolshoven, when a generous gift of important work changed its history forever. In 1960 fifty-nine works of art from the Renaissance and Baroque periods were given to the City of El Paso by Samuel H. Kress, the five-and-dime store magnate and philanthropist. In the years that followed more gifts of art trickled into the collection and the EPMA acquired its first works by artists such as Tom Lea, Peter Hurd and Manuel Acosta. In 1963, the scope of the collection expanded to include Colonial Mexican art when Dorrance and Olga Roderick donated four important paintings by Francisco Martinez, Lorenzo Ramirez, and Antonio de Torres. The Roderick family eventually acquired more than 300 Mexican retablos, paintings and sculptures which they gave to the Museum in 1969.

While the Museum's collections of European and Mexican art were primarily established by large gifts from a few patrons, the Museum's collection of American art grew gradually through individual donations and careful purchases. In the late 1960s, under the directorship of Leonard Sipiora, the EPMA adopted its first formal collection policy. Throughout the 1970s and 1980s, the EPMA began to build a survey of American art from the early 19<sup>th</sup> century through the first half of the twentieth century. During this period the EPMA acquired significant works by artists such as Frederic Remington, William Merritt Chase and George Inness. Throughout the sixties, seventies and eighties EPMA also was gifted a large amount of decorative arts such as furniture, textiles, and ceramics, many of which are copies of well-known period-style pieces. These decorative art objects have not been exhibited since moving to the new Museum building in 1998 and are under consideration for deaccession.

By the 1980s the size of the Museum's collection had far exceeded the available space and the need for a new facility was evident. In 1998 the new building was opened to the public under the guidance of Becky Duval Reese, who had been serving as the Museum's Director since 1991. During her directorship Duval Reese purposefully concentrated collecting efforts on artists from Texas, El Paso and the surrounding region. EPMA also specifically began to collect Chicano art at this time adding important works by artists such as Gronk, Carmen Lomas-Garza, Cesar Martinez, Celia Alvarez Munoz, Luis Jimenez and Gaspar Enriquez. The collection is further supplemented by

early El Paso artists such as Tom Lea, Audley Dean Nichols, Jose Cisneros, William Kolliker, Gene Kloss, Eugene and Fern Thurston, Urbici Soler and Leon Trouset. The early El Paso art collection is a particularly important collection to many of EPMA's supporters.

Throughout the 1990s the Museum also expanded its collection of photography of the American Southwest with a particular emphasis on Texas and the Border region. The collection includes portfolios by Manuel Carrillo, Peter Goin, Willie Varela and John Ward, as well as individual prints by photographers who have lived and worked in El Paso such as Max Aguilera-Hellweg, Bruce Berman and James Drake. A generous grant from the Judith Rothschild Foundation supported the acquisition of a dozen photographs by Texas Modernist Carlotta Corpron and two of her most gifted students, Ida Lansky and Barbara Maples.

In addition the above collecting activities EPMA has also been able to acquire over a dozen prints by Mexican artists from the last half of the twentieth century. Individual prints by recognized masters such as Jose Clemente Orozco, Jean Charlot, Rufino Tamayo, and Manuel Felguerez have been added as well as work by more contemporary artists such as Jose Luis Cuevas, Teodulo Romulo, Nunik Sauret and Vincente Rojo.

The strength of the collection of art by Texas artists distinguishes EPMA from all other museums. In 1993, works by Texas artists made up two percent of the collection. By 2005, this portion of the collection had grown to nearly eighteen percent and sixty percent of the recent acquisitions were by Texas artists. In 2008, the 165 artists from Texas represented in the permanent collection make up nearly twenty percent of the collection and it has become clear that they form a large part of EPMA's institutional identity.

### III. Authority

The El Paso Museum of Art was established as a department within the City of El Paso by the City Council in 1960. Today EPMA is a division of the City of El Paso's Museums and Cultural Affairs department and receives annual funding from the City for facility operations and to provide staff salaries. This governing role does not allow the City to approve or disapprove of collection accessions. The purchase of artworks is exempt from the City of El Paso's Purchasing Guidelines. However, because the City does oversee the Museum's budget any expenditure over \$5,000.00 must be approved by the Chief Financial Officer of the City. The EPMA accession policy requires approval of each accession by the Advisory Board (citizens of El Paso appointed by City Council representatives). Pursuant to Title 5 of the City Charter, the responsibility for day-to-day management of the Museum is vested in the Director by the administrative authority of the City Manager discussed in that title. Certain functions as listed within this policy are assigned to the Advisory Board.

#### IV. Scope of Collections

The mission of the El Paso Museum of Art defines the scope of its collections. The mission statement focuses collecting efforts by limiting accessions to Mexican, European and American art. EPMA does not collect all other areas of art; Asian, African, or Art of the Pacific Cultures. American, European and Mexican decorative arts, generally, are not actively collected, although EPMA has numerous pieces of furniture, ceramic dishware and textiles from earlier in its history.

The collections of EPMA serve the Museum's mission by being the main emphasis of educational programs developed for students from the El Paso/Juarez communities. The Museum's collections are also the basis of docent training and various lecture series that the Museum hosts each year. Docent tours that focus on the permanent collection are scheduled regularly with the public as needed. Art historians from throughout the world research the collection and contribute to the associated scholarship, further enhancing the Museum as an educational resource. After careful consideration EPMA periodically loans work from the collection to exhibitions in various parts of the world thereby allowing others to learn about the important place the visual arts hold in El Paso.

The collection of European art begins with the 12<sup>th</sup> century Master of the School of Lucca painting of *Madonna and Child* and ends with a recent donation of the portfolio entitled *Bestiarios y Nahuales* consisting of twenty prints by American, European and Mexican artists. The European collection also includes an Old Master print collection including works by artists such as Albrecht Durer, Hendrik Goltzius, Stefano de la Bella, Adrien van Ostade, Salvator Rosa, Jacob van Ruisdael and Francisco Goya. While EPMA's European art collection from the 12<sup>th</sup> through the 18<sup>th</sup> centuries is strong, with the exception of works on paper very little from the 19<sup>th</sup> or early 20<sup>th</sup> centuries is included, and the second half of the 20<sup>th</sup> century is lacking in many areas such as Expressionism, Cubism, Dada and Surrealism. The 20<sup>th</sup> century European collection includes five lithographs by Georges Roualt from the 1920s *Misere* series and over 800 lithograph and photo-lithograph posters by Pablo Picasso bequeathed by the Estate of Phyllis Bounds. The post-1945 European collection consists of two still life paintings by Raoul de Longpre, individual paintings by Francoise Gilot and Beatrice Riese, and prints by Marisol Escobar, Salvador Dali, Joan Miro, Paul Cezanne and Otto Piene.

EPMA's collection of American art begins with Gilbert Stuart's c. 1800 *Portrait of George Washington*. In addition to the Stuart portrait EPMA has several other important examples of Colonial portraiture, two portraits by Thomas Sully, and individual portraits by Rembrandt Peale, Jacob Eichholtz and Charles Loring Elliot. Artwork from the Hudson River School should be added to the collection because EPMA only has one painting by Albert Bierstadt in need of conservation work. American Tonalist painting is represented by works by Jerome Thompson and William Morris Hunt. The strength of EPMA's 19th century collection is in its collection of American Impressionists including Childe Hassam, George Inness, William Merritt Chase, Willard Leroy Metcalf, John Twachtman and Edmund C. Tarbell. EPMA's American Impressionist paintings collection could be greatly enhanced with the addition of works by artists such as Mary

Cassatt, Thomas Eakins, Winslow Homer and John Singer Sargent. American Regionalism or Scene painting of the early 20<sup>th</sup> century is represented in print by works by Grant Wood, Thomas Hart Benton, and Adolph Dehn.

The Santa Fe and Taos schools are well represented in the EPMA collection with important works by Irving Couse, Gustave Bauman, Joseph Henry Sharp, Sheldon Parsons, Julius Rolshoven, Fremont Ellis, Emil Bistram, Gerald Cassidy and Randall Davey, but could be enhanced with works by artists such as: Andrew Dasburg, Georgia O'Keefe, E. Martin Hennings, Nicolai Fechin and Victor Higgins. EPMA's collection of art of the American West includes important works by Frederic Remington and Charles Russell.

Examples of American Modernism are somewhat limited to works on paper with the exception of individual paintings by Max Weber, Milton Avery, John Sloan, John Marin, Mary Doyle and over twenty paintings by the Provincetown artist Karl Knaths. EPMA's collection could certainly be enhanced through the acquisition of works by Charles Demuth, Marsden Hartley, and Arthur Dove

In 1975 the EPMA was the recipient of over 900 WWI and WWII posters from the El Paso Public Library. These works, while not of great monetary value, are important historically and include posters by artists such as Ben Shahn and Norman Rockwell.

The American 20<sup>th</sup> century collection does not include any major works of the Abstract Expressionists, Pop artists or the Minimalists except for 23 canvases by Karl Knaths, three lithographs by Robert Rauschenberg, and three etchings by Donald Judd. By far the broadest area of the American holdings is the print collection, which spans two centuries and includes many movements and artists not represented by other media. Recent acquisitions have focused on prints by nationally recognized American artists such as Mel Chin, Sam Francis, Robert Indiana, Donald Judd, Glenn Ligon, Robert Longo, Robert Rauschenberg and Wayne Thiebaud.

The 684 piece Mexican Art collection of the EPMA begins in 1660 with an oil painting of *The Flagellation of Christ* by an anonymous Mexican artist. Pre-Columbian, Mexican art is not included in the collection at this time. The largest portion of the Mexican art collection is the *Retablos* collection which includes works from the 17<sup>th</sup> century to the 20<sup>th</sup> Centuries the majority of which are by anonymous artists. In 2007 EPMA was given 71 retablos by Frank and Sarah McKnight enlarging that collection to over 550 works. In terms of important works by artists of the Mexican Renaissance EPMA's collection could be greatly enhanced with additional works by Frida Kahlo, Diego Rivera, Jose Clemente Orozco and David Alfaro Siqueiros. A print by Jose Guadalupe Posada and by the artists of the *Taller Grafica Popular* would also give additional depth to the collection. Because EPMA is merely one-half mile from the US/Mexican border and Ciudad Juarez the collection of Mexican art should reflect the importance of Mexican fine art to the El Paso and Juarez communities. EMPA recently added Fermin Gutierrez to the collection.

EPMA's philosophy of collecting is to continually strengthen and broaden its collections of American, European and Mexican art, while at the same time responding to the changing demographics of the communities it serves. Just as the Museum endeavors to balance its exhibitions between historical and contemporary so too does it endeavor to balance its collecting. A listing of artists which should be included in the collections will be created and managed by the curator. This list should be reviewed and updated annually.

V. Acquisitions - To acquire shall include acquisitions completed through purchase, gift, bequest, or exchange. All potential acquisitions must be evaluated first by Museum staff in light of objectives and purposes of the Museum as outlined in the Mission Statement and Scope of Collections.

A. Evaluation - All potential acquisitions must also be evaluated in terms of:

1. documentation as to origin, previous ownership, and use;
2. needs in the collection in terms of condition and duplication;
  - a) whether the work fills a gap in the collection;
  - b) whether the work possess potential for research and scholarship;
  - c) whether the work is desired for exhibition purposes;
  - d) whether the work's condition is such that it can be preserved and maintained properly by the Museum; and
  - e) whether the Museum has adequate facilities for storing the work;
3. possible violation of legal or ethical standards regarding possession and use.

B. All acquisitions shall have permanency in the collections as long as they retain their physical integrity, their identity, and their authenticity, and as long as they remain useful within the objectives and purposes of the Museum.

C. Objects collected by the Museum should be accompanied by a valid legal title. Furthermore, the Museum will consider only those objects for acquisition when it has been determined with reasonable certainty by the Museum's curatorial and administrative staff together with their technical associates, that the material under consideration has not been stolen or derived from illicit trade, the destruction of sites, or in violation of national export laws.

D. The Museum will not acquire an ancient work of art unless research proves that the object was either outside the country where it most likely was discovered

before 1970, or was legally exported from its probable country of discovery after 1970. That is the year that UNESCO ratified a landmark convention prohibiting the trafficking of illicit antiquities, and it is widely accepted that objects that appear on the market without documentation leading back that far are more likely to have been stolen or illegally dug up and smuggled out of their country of origin.

E. "Country of origin" shall mean both "country of ultimate origin" when the object has been recently transported across several international boundaries, and also "country of intermediate origin," when applied to an object formerly transported and then deposited in an archaeological or historical context, i.e. the provenance of the object.

F. Adequate accession records shall be obtained and maintained in a central location, documenting the provenance and circumstances of the origin of each object acquired by the Museum and the history of the object in the Museum's collections.

G. Acquisitions through purchase, gift, bequest, or exchange shall be made so that title to all objects acquired for the collections shall be obtained free and clear, without restrictions as to use or future disposition. An instrument of conveyance must be signed by the donor. Offers of gifts are considered by the Director upon the recommendation of the appropriate Curator(s). It is the policy of the Museum not to make appraisals of donated or bequeathed works of art.

VI. Accessions – An accession is an acquisition that a museum formally adds to its collection, to be held in the public trust and administered according to the collections management policy.

A. Accessions Committee - The purpose of the Accessions Committee is to review and accept or reject works of art offered through purchase, gift, bequest, or exchange for the collection of the Museum. The committee will be comprised of:

1. Director of the Museum, and,
2. four representatives from the City's Art Museum Advisory Board as selected by the Board on an annual basis.

B. Acceptance Process and Criteria

1. The Committee will meet as called by the Director, but at least once each quarter.
2. Works of art will be presented to the Committee after evaluation and recommendation by the Museum Director and/or appropriate Curator(s).
3. Acceptance of works shall be in accordance with the Acquisition Policy and Mission Statement of the Museum.

4. Works shall be accepted by the affirmative votes of at least three members of the Committee.

VII. Deaccession - To deaccession is to remove permanently from the collections any given object or objects. Additionally, deaccessioning shall be defined as the formal adjustment of records to reflect the removal of a work of art from the Museum's permanent collection. Disposition shall be defined as the manner in which ownership of an object is transferred from the Museum to another entity by sale, transfer, or exchange.

A. Criteria for Deaccessioning - Objects in the collections shall be retained permanently in the Museum as long as they continue to serve the objectives and purposes of the Museum and if the objects can be maintained, preserved, and used. Deaccessioning of objects may, in some cases, be considered when these conditions can no longer be met or in the interest of improving the collections in furthering the objectives, purposes, and scope of the Museum's activities. Works that are lost, stolen, or destroyed have not been and shall not be deaccessioned. The record on these works is maintained with appropriate comment as to the disposition of the object.

B. Method - Objects in the collections shall be deaccessioned only upon the recommendation of appropriate Museum staff, the Director, the Museum's Accessions Committee, and the Museum's Advisory Board.

C. Restrictions - Before objects in the collections are disposed of, reasonable effort shall be made to ascertain that the Museum has clear title to and is free to dispose of the objects. If restrictions exist as to the use or disposition of the object under question, the Museum shall observe these conditions strictly unless deviation from the restrictions is authorized by a court of competent jurisdiction. Reasonable effort will be made to comply with all conditions set forth in prefatory restrictions on acquisitions. When necessary the Museum shall seek the advice of its legal counsel in actions involving restrictions.

D. Manner of Disposition - The manner chosen for disposition of objects shall represent the best interest of the Museum, the public it serves, the public trust it represents in maintaining and preserving the collections, the scholarly community it represents, and the object. Primary consideration will be given to placing removed objects, through gift, exchange, or sale within another tax-exempt public institution wherein they may serve a valid purpose in research, exhibition, education, or public service. If objects are offered for sale elsewhere, consideration will be given for sale at advertised public auction or the public marketplace in a manner that will best protect the objective, purpose, activities, and legal status of the Museum. Objects will not be deaccessioned directly or indirectly or in any manner that would personally benefit Museum employees, officers or members of the Museum Advisory Board, or of the City Council. Ethical considerations prohibit the acquisition of deaccessioned objects by the Museum staff, officers and members of the Advisory Board, and City Council.

E. Procedure - A written appraisal is required by a qualified, disinterested third party for each proposed deaccession with an estimated value exceeding Ten Thousand and No/100 Dollars (\$10,000.00). A written report of the reasons for the proposed deaccession will be prepared by the appropriate Curator and submitted by the Director to the Museum's Accessions Committee, the Museum's Advisory Board, and the City Council. The report will contain a recommendation for the method of disposal and a statement of what is intended for any funds realized from the sale of the work. All proceeds realized from sales of objects removed from the collections shall be allocated solely for the acquisition of additional works of art for the collections. If the work proposed for deaccession has been given or bequeathed to the Museum, a reasonable attempt will be made to contact the donor(s) or heir(s) to advise them as a courtesy of the deaccession. The written report shall include information on attempts made to contact donors, testators, or their heirs.

H. Prioritized List - A list of works which are recommended for deaccessioning will be created and managed by the Curator. This list will be reviewed and updated at least once every five years.

VIII. Outgoing Loans - The Museum, in keeping with its educational mission, loans objects from its permanent collection on a short-term and long-term (annually renewable) basis. Outgoing loans are made to museums, libraries, galleries, and other institutions engaged in non-profit, educational, cultural, or scholarly purposes. The mission and activities of the borrowing organization must be consistent with those of this Museum. In general, loans to institutions not listed above, including private corporations, public spaces, residences, etc. will not be considered. Exceptions to this policy must be reviewed by staff and by the Accessions Committee and are subject to the borrower's ability to meet the security, environmental, installation, and handling requirements set by the Museum.

A. Requests - Loans must be requested by an official representative of the borrowing agency and be addressed to the Director of the Museum. The request must include the name of the institution and the exhibition, the location, the dates of exhibition and any other conditions of the loan. Loan requests for domestic venues must be received at least six months in advance of the exhibition opening date. All supplementary materials for any domestic request (facility reports, hygromograph readings, etc.) must be received no later than four months in advance of the exhibition opening date in order for the request to be considered. For loan requests to foreign venues the schedule expands to nine and seven months respectively in advance of the exhibition opening date. After a loan has been approved by the El Paso Museum of Art, it is required that any additional venues requested for an exhibition tour be submitted for review at least three months in advance of the opening date of the exhibition.

B. Facilities Report - Borrowers must provide a standard AAM Facilities Report for evaluation. The Museum does not lend objects to facilities that lack adequate

security, environmental controls, storage facilities, safety procedures, staff training, etc.

C. Staff Review - In reviewing loan requests, the protection of objects and the integrity of the permanent collection are of foremost consideration. Loan requests must be evaluated in light of their scholarly value and importance to the museum community. Curatorial and registration staff review objects requested for conservation and preservation concerns, any legal restrictions, general object stability, ability to withstand travel or handling, etc. The Museum does not lend objects that are actively unstable or unable to withstand the rigors of travel and exhibition.

D. Presentation to Advisory Board - Loans meeting the previous requirements are presented to the Accessions Committee and the Advisory Board for recommendation. The Museum's Registrar informs the borrower in writing as to the approval/rejection of its loan request, noting any conservation requirements, installation restrictions, or other conditions. Renewal of any long-term loan shall be subject to recommendation by the Advisory Board following each five-year period of the loan's effectiveness, with the Director having final approval pursuant to any contractual authority delegated to him by City Manager.

E. Financial Responsibilities - Borrowers are responsible for all fees and costs involved with the loan including, but not limited to, any conservation treatment, appraisals, framing, copyright clearances, photography, packing, crating, courier costs, transportation, insurance, loan fee, etc. Exceptions to this policy must be approved by City Council.

F. Loan Fees - Objects on long-term loan are subject to an annual loan fee determined by Museum staff and reviewed annually by the Accessions Committee. This is a one-time set fee designed to offset costs involved in the processing, preparing, and handling of the loan request. Objects on long-term loan should be inspected by the Registrar each year for condition review and insurance review. The loan fee helps to defray these costs as well. Requests for loan renewal should be made in writing to the Director and/or Registrar, who will maintain the requisite paperwork.

G. Documentation - must be completed, signed and returned to the Museum prior to object shipment. Documentation for all outgoing loans must include: the Museum loan agreement and/or Borrower loan agreement approved by city attorney, Museum outgoing receipt with condition report, and a certificate of insurance from the borrowing institution naming the City of El Paso as additional insured (if applicable).

H. Insurance - The collections of the Museum are required to be insured in transit and off-site while in the custody of borrowing institutions. If the borrowing institution is unable to provide insurance coverage, the Museum will insure and invoice the borrower for all applicable premium costs.

I. Credit Line - All loan objects must be displayed with the object's accession number, a label crediting the El Paso Museum of Art, name of donor and/or purchase fund.

J. Photography - Museum objects on loan MAY NOT be photographed by the public or borrower for educational, promotional, publication, or other use unless written approval is given to the borrower by the Museum staff. Only general, overall gallery installation photographs are permitted. All photographs, slides, transparencies, etc. must be purchased from the Museum.

K. Return/Retrieval of Loans - The Registrar, in consultation with Museum staff, can recall any object on loan if terms of the loan contract have been violated. Loan recall must be reported to the Accessions Committee.

L. Loan Administration - All loans will be administered by the Registrar's office. The Registrar will be responsible for the creation and maintenance of all loan-related files and for insuring compliance with all loan terms and restrictions. All conservation, packing, shipping, and other procedures will be scheduled by the Registrar's office. Requests for loan renewal or extension should be made in writing to the Director and/or Registrar and will be reviewed and processed by Museum staff.

M. Courier Policy – If deemed necessary by the Director and EPMA curatorial staff, the borrower will assume all travel related expenses (transportation, lodging, per diem) for a designated Museum courier(s) to accompany the loan. Some objects may require more than one courier.

1. Determination – The decision to assign a courier(s) to travel with a particular work(s) will be made by the Director, Curator and Registrar. The Museum will require that a courier(s) accompany works from the permanent collection that:

- a) have special handling or installation requirements,
- b) are of fragile nature,
- c) are of extreme value, or that,
- d) will travel in routes that may prove dangerous due to natural or human hazards.

2. Selection - If a courier(s) is deemed necessary, the Director or a member of the curatorial staff familiar who is with the object(s) will be selected to accompany the loan.

3. Qualifications – The courier(s) must be experienced in art handling techniques, must be able to make accurate and complete condition

reports, and must be familiar with shippers, brokers, customs, surface transportation, and airport and airline procedures.

4. Requirements – The designated courier(s) must stay with the shipment at all times, must supervise the shipment's loading and unloading, must know how the shipment is packed as well as any special handling requirements, must be familiar with all applicable custom clearance procedures, and must communicate with EPMA regarding any delays and the status of the shipment

IX. Incoming Loans – The Museum will accept works for consideration for exhibition, research, acquisition, or purchase. Objects accepted for loan must meet the same criteria as objects accepted into the Museum's permanent collection. The purpose for incoming loans is to enhance the collection or exhibition, not to provide free storage to private or institutional lenders.

A. Time Period - All loans to the Museum must be made for a specific time period. Short-term loans (less than one year) may be approved by the Museum Director. Long-term loans (those to remain on an annual renewable basis) must be reviewed, presented to, and recommended by the Accessions Committee and Advisory Board and approved by the Museum Director.

B. Care and Maintenance - The Museum will give the same professional care to incoming loan objects that it gives to objects in its permanent collection. Objects will not be unframed, removed from mats, mounts, or bases, cleaned, repaired, or otherwise altered in any way without prior written permission from the lender. Any specific restrictions or conditions to the loan of an object are to be reviewed by Museum staff with final approval granted by the Director.

C. Insurance - Incoming loan objects will be insured under the Museum's fine arts insurance policy. If the lender wishes to maintain its own insurance, the Museum must receive a certificate of insurance listing the El Paso Museum of Art as additional insured prior to shipment of the lent object.

D. Documentation – All paperwork must be complete, signed, and returned to the Museum before shipment of any incoming loan. Documentation includes: the Museum loan agreement and/or Lender loan agreement approved by city attorney, Museum incoming receipt with condition report, and a certificate of insurance (if applicable).

E. Photography - Loans to the Museum will not be photographed by the staff or public for publication, sale, educational, publicity, or other use, unless written permission is granted by the lender. Overall installation shots are taken by the Museum for every exhibition; these are for exhibition records only, not for publication or sale.

F. Return/Retrieval of Loans - Unless the Museum is notified in writing to the contrary, all incoming loans will be returned to the original lender at his/her original address. Any deviations from this policy may result in charges billed to the lender.

G. Loan Administration - All loans will be administered by the Registrar's office. The Registrar will be responsible for the creation and maintenance of all loan-related files and for insuring compliance with all loan terms and restrictions. All conservation, packing, shipping and other procedures will be scheduled through the Registrar's office.

X. Collections care – the staff of the El Paso Museum of Art (EPMA) is committed to and responsible for the care of the permanent collections on behalf of the City of El Paso and the public. The inevitable physical deterioration of all objects may be mitigated by careful handling, and by storage in a clean and stable environment.

#### A. Movement of artwork

1. Staff responsibility – All artwork which is part of the permanent collections or on loan to the El Paso Museum of Art should always be moved under the supervision of a member of the curatorial department (Curator, Assistant Curator, Preparator and Registrar). All movement of artwork should be reported immediately to the Registrar or Curator. Changes to temporary and permanent locations of objects will be recorded by the Registrar.

2. Special situations – Any artwork installed in the galleries or located in storage areas may be moved in the event of damage (or potential damage) to the object which could be further aggravated by remaining in its current location. A member of the curatorial staff must be consulted, and should be present if at all possible, when moving damaged works. Damage must be reported immediately to the Registrar or Curator and a damage report must be completed.

3. Training – All staff members with permission to assist the curatorial staff with art handling must be trained in the appropriate handling methods. Informal training will be provided on a case-by-case basis as needed by members of the Curatorial staff. A mandatory formal training session for all EPMA employees will be held annually at the beginning of each fiscal year, and on an as needed basis for new employees. Printed guidelines will be made available to all staff members.

4. Packing and shipping – The Registrar is responsible for making the shipping arrangements for works in the permanent collections and works on loan to the Museum. Packing and shipping will be executed in accordance with professional standards, in a consistent manner, to provide the maximum protection for objects.

#### B. Preventative conservation

1. Environmental conditions – EPMA is committed to the maintenance of a stable and appropriate environment, both on exhibition and in storage, for all works in the permanent collections including works on loan to the Museum. Guidelines for the use of Museum spaces will be provided to all staff members. These standards will also apply when works are stored or loaned outside of the building located at One Arts Festival Plaza.

a) To insure appropriate levels, temperature and humidity will be constantly monitored via computer by building operations staff during operating hours. The Preparator and curatorial staff will monitor and record the conditions in the galleries and storage areas via hygro-thermograph on a weekly basis. Temperature in all galleries should be set to 70 degrees Fahrenheit (+/- 10 degrees). Relative humidity should be set to 50% (+/- 10%). In the event of a drastic change in temperature (more than +/- 10 degrees) or humidity (+/- 10%) curatorial staff must be alerted.

b) The Preparator and curatorial staff are responsible for insuring that light levels are appropriate for all works. Correct requirements for the amount and type of light are crucial for different types of artwork. No outside commercial lighting shall be allowed without the approval of the curatorial department.

c) Smoking shall not be permitted in the building.

d) Food and drink will be limited to designated spaces within the Museum. No food or drinks are allowed in the second floor galleries (i.e. Tom Lea Gallery, Samuel H. Kress Gallery, Dorrance and Olga Roderick Gallery, Richard and Frances Mithoff Gallery, Peter and Margaret de Wetter Gallery and Contemporary Gallery). Food and drinks are allowed in the Gateway Gallery, the Patricia and Jonathan Rogers Grand Lobby, and the second floor lobby area, but not necessarily the C2 Gallery, provided that the surfaces of framed artworks on view are protected by glazing.

e) The use of open flames shall be limited to designated spaces within the Museum. No open flames are allowed in any gallery spaces except for the Gateway Gallery and both lobby areas. Only flames related to the heating of food will be allowed.

f) The use of live and dried plants shall be limited to designated spaces within the Museum. Live and dried plants are not allowed in any gallery spaces except for the Gateway Gallery and lobby areas. Live and dried plants which have not come pre-treated from a florist are not allowed in the Museum.

g) Live animals shall not be permitted in the Museum other than living-assistance animals.

h) No balloons will be allowed in the public spaces or galleries of the Museum.

2. Archival materials - EPMA is committed to the consistent use of proper archival support materials and storage equipment for all works whenever feasible. Procedures used shall be reversible and materials will be non-reactive and stable. Through research and training, curatorial staff will stay informed of current materials and practices.

3. Condition reporting – The condition of all works will be monitored by curatorial staff and condition reports will be completed for all works in the permanent collections or on loan to the Museum:

a) whenever a change occurs to an object's condition;

b) whenever an object leaves the Museum;

c) whenever an object arrives at the Museum;

d) when an object enters the collections.

The Registrar is responsible for the completion of condition reports in a timely manner. Condition reports will be permanently stored in the object file along with proper photographic documentation.

4. Conservation treatment – EPMA curatorial staff will stay informed of current practices in conservation treatment. The Curator is responsible for the maintenance of an up-to-date and prioritized listing of works which are in need of conservation treatment. This list shall be reviewed on a monthly basis. When necessary, treatment should be performed by professional conservators who are certified by a professional association. Final approval of treatment and conservator is by the Director upon recommendation of the Curator. When repair work is completed by living artists, an artist release form must be completed. No changes to the structure, make-up or concept of the artwork will be allowed.

5. Cleaning – Surface cleaning of the artwork and exhibition components will be the responsibility of the curatorial staff. General cleaning and sweeping of the galleries and storage spaces will be completed by Museum staff members who have received training from the curatorial department. Cleaning of all other spaces may be undertaken by contract janitorial services under strict adherence to curatorial guidelines regarding artwork installed in those spaces.

XI. Risk management – EPMA assumes the responsibility to identify and minimize potential risks in order to ensure the preservation of the collections, as well as the safety of visitors and staff members. A periodic review of risks should be conducted by the appropriate staff members, including operations staff and curatorial staff, in conjunction with the fire and police departments. These risks may be related to infrastructure, systems, natural disasters, human error, or security. A monthly checklist should be prepared and utilized in order to aid in the review process.

A. Insurance – The Museum assumes the responsibility to provide fine art insurance agency coverage for the permanent collections including all works on loan to the Museum.

1. Staff responsibility – In conjunction with the curatorial staff of EPMA, a designated member of the Insurance and Benefits department of the City of El Paso will be responsible for the negotiation and purchase of insurance coverage from an approved fine art insurance carrier. The Registrar shall keep records of the objects in the collections and their locations and act as the contact for the Museum's insurance agent. Updates regarding loans, accessions, and exhibitions will be provided by the Registrar to the designated insurance agent on or around the first Monday of each month.

2. Permanent collections - The coverage for permanent collections will be based on a value not less than the value of the top 500 works, and will aim for coverage for a maximum probable loss. Loss or damage of an object from the permanent collections must be reported immediately to the Registrar or a member of the curatorial staff.

3. Loans - Coverage for incoming loans will be for fair market value on a "wall to wall" basis. Current fair market values for outgoing and incoming loans shall be recorded. Loss or damage of an object must be reported immediately to the Registrar or a member of the curatorial staff, and in the case of an incoming loan, also to the lender.

B. Emergency preparedness and disaster planning – Museum staff will determine which hazards and/or natural disasters are most likely to affect the collections, and develop a disaster plan with the assistance of dplan.org. This plan will outline procedures to be implemented during and after an emergency.

1. Schedule - The disaster plan (dplan) will be completed by the end of fiscal year 2007-08 (August 31, 2008). It will be reviewed and updated on an annual basis at the start of each fiscal year in September.

2. Staff responsibility - Annual review and revision of the dplan will be the responsibility of the Registrar and Curator. A committee of staff and volunteers will be formed as needed.

3. Training - All staff should become familiar with the dplan. Disaster response training will be offered on an annual basis in conjunction with Collections Care training.

C. Integrated pest management – EPMA will devote the staff time and resources necessary to prevent pests from reaching the collections.

1. Overall guidelines:

a) Food residues, pest carcasses, and mold will be removed so as not to attract pests.

b) Suitable environmental conditions will be maintained to discourage pests.

c) All objects entering the Museum will be inspected for signs of infestation.

d) Pest activity will be monitored by visual inspection and sticky pest traps.

e) Areas where pests may potentially enter the building will be controlled.

f) Chemical pesticides may be used but will be discouraged in areas where collections and staff members are present. This treatment will take place in common areas once a month.

g) If an infestation occurs, material will be isolated, treated and cleaned.

2. Staff responsibility – inspection and maintenance of all public spaces will be the responsibility of the building operations staff. Inspection of gallery spaces, art storage, and works of art will be the responsibility of the Registrar and the curatorial staff. Treatment of objects will be supervised by the Registrar and curatorial staff.

D. Security program – It is the responsibility of all EPMA staff to keep the collections safe from vandalism and theft, and to identify potential security risks.

1. Staff responsibility -

a) The curatorial staff is responsible for the direct, hands-on care of the collections. Rules regarding access to the collections are determined by the Registrar and are included in the access section of the Collections Care and Management Policy. Artwork shall not be removed from the building unless under the supervision of a member of the curatorial staff.

b) The operations staff is responsible for the maintenance of the Museum's fire protection and security systems, as well as the maintenance of the facility at One Arts Festival Plaza. The Museum Operations Supervisor is responsible for the overall security program. The operations staff is responsible for the general supervision of the security booth and loading dock.

c) The Visitor Service Representatives (VSRs) are the front line of collections security and visitor safety. VSRs are responsible to make sure that visitors do not touch the artwork, or endanger the artwork or themselves. All damage or potential risks should be reported immediately to the Registrar or a member of the curatorial staff.

2. Training – General security information is provided to all employees on an annual basis along with collections care training. Specialized training is provided to operations staff and VSRs at the beginning of their term of employment with the Museum.

3. Physical defense and alarms – The Museum is outfitted with magnetic contact sensors, break glass sensors, passive infrared motion detectors, closed circuit TV, and water detection devices. The security system is monitored by the operations staff on a daily basis, the system is tested annually by the contract provider.

4. Fire detection and suppression – The Museum is equipped with fixed-temperature heat and photo-electric smoke detectors throughout the building. The fire suppression equipment consists of a pre-action dry pipe system in the main galleries and in art storage; and a wet pipe system in the Gateway Gallery, public reception areas, the lobby, and the fabrication shop. The fire detection and suppression systems are tested annually by the contractor and certified by the fire department.

5. Permanent workers – The City of El Paso has a thorough screening process which includes background checks and for all incoming permanent and contract employees, and for volunteers.

6. Non-permanent workers

a) Contract employees - Repeat contract employees such as janitorial staff and pest control workers should be trained and supervised by operations staff and VSRs when in areas where artwork is present (i.e. galleries and art storage areas).

b) Vendors - One time vendors to the El Paso Museum of Art (i.e. caterers, musicians, equipment maintenance, etc...) should be supervised by a member of the appropriate Museum staff at all times when in areas where artwork is present.

c) Volunteers – Volunteers should be supervised by a member of the appropriate Museum staff at all times when in areas where artwork is present.

XII. Access to and use of the collections – EPMA will provide public access to its collections and the associated records, while ensuring the safety and security of the collections. Access and use of the collections cannot compromise collections care or security.

A. Access to galleries- EPMA allows open access to galleries and other public spaces during regular visitor hours. EPMA staff reserves the right to deny access to anyone behaving in a disorderly manner or whose actions threaten the safety of the collections while on exhibition. Special permission is required for the instances listed below.

1. Museum events – The use of second floor gallery spaces for receptions and special events is limited to Museum sponsored events only and shall be held in accordance with the rules set within the Risk Management section of this policy.

2. Rentals - All other public spaces, including the lobby, C2 Gallery, and Gateway Gallery, are available for rental to departments of the City of El Paso, outside organizations, and members of the general public in

accordance with the rules set within the Risk Management section of this policy.

3. Commercial usage – The use of Museum spaces for commercial purposes should be controlled and monitored closely by curatorial staff. Requests for commercial use should include a written request and the appropriate completed form (i.e. Photography/Video Request or Access to Collections and/or Registration Materials), and may be subject to fees as determined by the curatorial staff.

4. Installation periods - For the safety and security of artwork not yet installed, access to gallery spaces during the installation period between exhibitions is limited to members of the curatorial staff and building operations staff. Staff members or guests who wish to enter the gallery may do so under the supervision of a member of the curatorial staff.

B. Access to storage areas and the registration office - EPMA does not allow open, unsupervised access to storage areas or the registration office, however under specific circumstances access will be allowed. Permission to access collections in storage areas shall follow the course of action as described in this section, as well as all rules of collections care as described in this policy or by the curatorial staff.

1. Staff responsibility – It is the responsibility of the Registrar and the curatorial staff to ensure that access to art storage or the registration office is monitored and controlled. Outside contractors, building and equipment inspectors, and researchers must be supervised at all times when in art storage areas or the registration office.

2. Requests for access - Appointments to view collections or registration files for the purposes of research and other educational uses must be made with the Registrar at least one week in advance. An application for access to collections and/or registration files must be completed by the researcher and approved by a member of the curatorial staff. Requests made by serious students, scholars, researchers, and donors will be considered. Researchers may be required to submit a description of the project and a resume.

3. Tours - Groups requesting access to art storage should be scheduled through the Registrar or another member of the curatorial department at least two weeks in advance. In order to safeguard the collections tour group sizes will be limited, and groups will be supervised by at least one member of the curatorial staff in addition to a second member of the professional staff.

C. Collection records – Access to sensitive documents such as donor records may be restricted. Determination of what constitutes sensitive data shall be determined

by the Registrar or a member of the curatorial staff. Original records must not leave the premises. All requested photocopies of registration materials must be made by a member of the professional staff and will be provided for research purposes only. A fee of 10 cents per copy may be billed to the researcher. A copy of all publications or research papers should be provided to EPMA.

D. Artwork in staff offices – As of September 2008, no artwork from the permanent collection will be installed in EPMA staff offices, with the exception of public spaces such as the Director’s office, the main hallway of administration, the conference room, and behind the reception desk. Staff members are permitted to bring in their own office décor, provided that original works of art are checked in by the Registrar.

E. Artwork is available for installation on the 10<sup>th</sup> Floor of City Hall and is limited to works of low risk to damage and atmospheric conditions (light, temperature and humidity). Selections available will be limited to non-original works of art, i.e. lithographs, serigraphs and other types of prints. There will be a limit of two works of art per office. The El Paso Museum of Art Registrar, Curator and Director must make approval for display at City Hall. Work will be installed at City Hall for intervals of two years. No changes will be made before this loan period expires. Exceptions may be made when an office changes occupancy. EPMA reserves the right to remove works at any time if needed for exhibition, loan or other Museum use; or if the safety or condition of the artwork is in question. No objects will be moved, cleaned, or repaired unless the Registrar or a member of the curatorial staff is notified and present. The Director of EPMA and the Director of the Museums and Cultural Affairs Department must approve exceptions to any of the above guidelines.

XIII. Intellectual Property – EPMA complies with U.S. Copyright Law in its photographic services and practices. Under the provision of fair use, the Museum may use the image of a copyrighted object, or the object itself, for scholarship, teaching, and exhibition.

A. Non-exclusive copyright transfer for collections – The Museum will use due diligence in determining the copyright status of objects brought into the collections through gift, transfer, purchase, exchange or long-term loan. The Museum will request the transfer of non-exclusive copyright for all objects which enter the collection, through the use of the Deed of Gift or the Non-Exclusive Copyright Agreement.

B. Image requests – Images of individual works in the collection must be formally requested to the Registrar. All images will be provided by the Registrar, and fees will be assessed based on a fee schedule approved by the City Council.

C. Publication requests - Images of the collections intended for publication must be requested to and approved by the Registrar. A Reproduction Agreement must be completed and signed by both the applicant and the Museum. The Registrar will ensure that reproductions of collections objects are done in compliance with

intellectual property right restrictions. Fees for reproduction rights will be assessed based on a fee schedule approved by the City Council.

D. Employees - The Museum will own the copyright to all material (i.e. educational programs, Museum publications, label copy, etc...) produced by its staff members as part of their job responsibilities as employees of the Museum.

XIV. Photography - The Museum observes a "no flash photography" policy for the galleries and exhibitions areas. Photography for personal use is allowed in the Museum's permanent collection galleries; Tom Lea Gallery, Kress Galleries, Roderick Gallery, and Mithoff Gallery. The primary objective for this policy is to properly care for the Museum's collections, to protect copyright interests, and to ensure visitor safety.

A. Flash photography is not allowed in the galleries in order to preserve the art from undue exposure to ultraviolet (UV) light. UV light which is emitted by flashbulbs has a cumulative effect, which will damage pigments in paintings, works on paper, and other media.

B. Photography is restricted in the temporary galleries of the Museum in order to protect the copyrights of lenders and artists who may not wish their art to be photographed. It is the Museum's public duty to respect this copyright protection. Individual artists are permitted to photograph their own works when on view.

C. Visitor and object safety must also be taken into account. Often when pictures are taken the photographer may inadvertently bump, back into, blind, or trip other visitors or damage works of art. Caution should be used when taking photographs.

D. Flash photography of the building exterior, the Arts Festival Plaza, first floor public spaces, and the auditorium of the Museum is allowed.

E. Museum staff may take general photographs of tours, visitors and other events in the galleries and other public spaces. Due diligence should be used to ensure that appropriate standards of security and collections care are met, and that all applicable policies are followed.

F. Requests may be made in writing to the Registrar for photographs of specific objects in the Museum's permanent collection. These requests will follow the procedure and fee schedule in place for rights and reproduction.

G. Additional requests for photography in the galleries shall be made in writing to the Registrar's office and include a description of the project, the type and amount of equipment to be used, and the intended use of the images. All requests for such permission will be reviewed by the Registrar, Curator, and Director.

1. If approved, applicants will be provided a Photography/Video permit form that must be signed and returned before any photography session. Except for approved publicity purposes all other approved photography sessions must be scheduled during non-public Museum hours.

2. No tripods or flash equipment may be used without special permission of the Registrar.
3. Photography must be limited to the permanent collection of the Museum. No photographs may be taken of material on loan to the Museum.
4. Applicants who have received permission to photograph in the galleries must be accompanied by a member of the curatorial staff who will notify the security booth before any scheduled session and transfer the appropriate information.
5. Applications for commercial reproduction and/or commercial broadcast will be reviewed on a case-by-case basis by the Registrar, Curator, and the Director. Appropriate fees may be charged.

H. Press - Members of the press will be accommodated for photography, videotaping, and/or broadcasting to ensure that appropriate standards of security and collections care are met.

1. All members of the press must be accompanied by a member of the staff when photographing or filming in the galleries. This staff member is responsible for informing the press of the following guidelines.
  - a) Every effort should be made to schedule press shoots during non-public Museum hours.
  - b) Press badges or other identifying badges must be worn when photographing or filming in the galleries.
  - c) No tripods, flash equipment, or additional lighting may be used without prior authorization of the Museum.
  - d) Requests for on-site broadcasts are to be reviewed by Museum staff who will consider appropriate locations, staff involvement, and infrastructure requirements.
  - e) The Registrar's office must be notified of any press photography in the Museum.
  - f) The security booth must be notified of any press photography in the Museum. They will in turn notify the appropriate security staff in advance about the date, time, and areas to be photographed.

XV. Appraisal – An appraisal is a judgment of what something is worth. Appraisals often are necessary to establish value for insurance purposes, an object going out on loan, a damaged object, a potential purchase, or to advise a donor about the tax deductibility of a donation.

A. The El Paso Museum of Art is prohibited from and will not make, arrange, or pay for appraisals of tax-deductible donations. Internal appraisals will not be shared with donors. Appraisals of gifts are the responsibility of the donor.

B. El Paso Museum of Art staff may not make appraisals (written or verbal) for any outside party, even those who are not donating to the Museum. When requested staff may refer donors and other interested parties to the International Society of Appraisers (<http://www.isa-appraisers.org/>) or the American Society of Appraisers (<http://www.appraisers.org/>). Information on authenticity and quality may be offered to members of the public, other museums, and the business sector. Such objects may not be left in the care of the Museum.

C. Internal appraisals are necessary for day-to-day management and proper stewardship of the collections. Internal valuation may be undertaken by the appropriate Curator when the value of an object is in question; when two or more appraisals of the same object vary widely; or, to determine the value of an object for loan purposes.

D. A percentage of the collection should be reevaluated and reappraised once every 10 years. A designated qualified appraiser should be an accredited member of one of the major appraisal associations. A written contract between the Museum and appraiser should govern the scope of service.

XVI. Inventory - The El Paso Museum of Art is responsible for knowledge of the collections whereabouts and condition. A full inventory will take place every five years. Documentation reconciliation and location updates will be the responsibility of the Registrar and the curatorial staff.

XVII. Policy Review – The Collections Care and Management Policy will be continuously monitored by the Registrar and curatorial staff, and updated as necessary when it is no longer appropriate or when professional standards change. The Curator and Registrar will determine when the policy should be reviewed and revised. Otherwise, standing review by committee will be scheduled to take place once every three years. Policy revisions should be recommended by the El Paso Museum of Art Advisory Board and approved by the El Paso City Council.

## Resources

- American Association of Museums. 1999. *A Museum Guide to Copyright and Trademark*. American Association of Museums, Washington, D.C.
- American Association of Museum Registrars Committee. 1998. *Standard Facility Report*. American Association of Museums/Registrars Committee, Washington D.C.
- Buck, Rebecca A. and Jean Allman Gilmore (editors). 1998. *The New Museum Registration Methods*. American Association of Museums, Washington D.C.
- Malaro, Marie. 1998. *A Legal Primer on Managing Museum Collections*. Smithsonian Institution Press, Washington D.C.
- Simmons, John E. 2006. *Things Great and Small: Collections Management Policies*. American Association of Museums, Washington D.C.

## **Appendix A – Registration Forms**

1. Accessions Acceptance – Purchase
2. Accessions Acceptance – Gift
3. Deed of Gift
4. Accessions Worksheet
5. Deaccessions Worksheet
6. Outgoing Loan Form
7. Outgoing Receipt
8. Incoming Loan Form
9. Incoming Receipt
10. Condition Report
11. Artist Repair Agreement
12. Access to Collections-Files
13. Nonexclusive Copyright Transfer Agreement
14. Reproduction Permission Agreement
15. Photo-Video Permit

# EL PASO MUSEUM OF ART

ONE ARTS FESTIVAL PLAZA

EL PASO, TX 79901-1135

(915) 532-1707

## ACCESSIONS ACCEPTANCE

DONOR/SOURCE:

DATE:

Purchase from -

DESCRIPTION

VALUE

ACCEPTED BY THE ACCESSIONS COMMITTEE:

\_\_\_\_\_ DATE

\_\_\_\_\_ DATE

\_\_\_\_\_ DATE

\_\_\_\_\_ DATE

\_\_\_\_\_ DATE

# EL PASO MUSEUM OF ART

ONE ARTS FESTIVAL PLAZA  
EL PASO, TX 79901-1135  
(915) 532-1707

## ACCESSIONS ACCEPTANCE

DONOR/SOURCE:

DATE:

Gift from -

DESCRIPTION

VALUE

ACCEPTED BY THE ACCESSIONS COMMITTEE:

\_\_\_\_\_ DATE  
\_\_\_\_\_ DATE  
\_\_\_\_\_ DATE  
\_\_\_\_\_ DATE  
\_\_\_\_\_ DATE

# EL PASO MUSEUM OF ART - CITY OF EL PASO

ONE ARTS FESTIVAL PLAZA  
EL PASO, TX 79901  
(915) 532-1707 FAX (915) 532-1010

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## DEED OF GIFT

Donor Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

DESCRIPTION	VALUE	NO.
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I (we), being the sole legal owner(s) of the Property described above, irrevocably give, transfer and assign to the El Paso Museum of Art, Department of Museums and Cultural Affairs, City of El Paso, for its use and benefit by way of gift, all rights, title, and interests (including all copyright, trademark and related interests), without restriction as to use or disposition, the property described above. I (we) affirm that to best of my (our) knowledge, I (we) have good, complete right, title, and interests (including transferred copyright, trademark, and related interests) to give.

I (we) wish my (our) name(s) as donor(s) in connection with this gift to appear as follows in Museum records, publications, and other descriptions: \_\_\_\_\_

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Date

The EL Paso Museum of Art hereby acknowledges receipt of the above Deed of Gift.

\_\_\_\_\_  
El Paso Museum of Art Director

\_\_\_\_\_  
Date

Sign, date, and return designated copy to: El Paso Museum of Art, One Arts Festival Plaza, El Paso, Texas, 79901. Attn: Registrar.

# ACCESSION WORKSHEET

Accession number \_\_\_\_\_ Incoming loan number: \_\_\_\_\_

Method of acquisition: Purchase      Gift      Bequest      Other (specify): \_\_\_\_\_

Donor/ Vendor name: \_\_\_\_\_

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

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Insurance Value \$ \_\_\_\_\_ Sale price      Appraisal      Other: \_\_\_\_\_

Credit Line: \_\_\_\_\_

Artist/maker: \_\_\_\_\_

Nationality: \_\_\_\_\_ Dates: \_\_\_\_\_

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

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

Dimensions of work: h \_\_\_\_\_ w \_\_\_\_\_ d \_\_\_\_\_ inches

Framed \_\_\_\_\_ Unframed \_\_\_\_\_ Matted \_\_\_\_\_ Unmatted \_\_\_\_\_ Dimensions of mat/frame:

Description (condition, inscriptions, subject, etc.)

**Accession Checklist**

- |  |   |
|--|---|
| <p>_____ Object received and receipt sent</p> <p>_____ Accession Committee approved</p> <p>_____ City Hall approved</p> <p>_____ Director's thank you sent</p> <p>_____ Deed of Gift mailed/returned</p> <p>_____ Entered in accessions log and number assigned</p> <p>_____ Attach number to object</p> <p>_____ Photograph object</p> <p>_____ Create computer record</p> <p>_____ Final location entered in computer: _____</p> | <p>_____ Create donor card</p> <p>_____ Create object card</p> <p>_____ Create artist card</p> <p>_____ Create subject card</p> <p>_____ Create medium card</p> <p>_____ Create accession file</p> <p>_____ Create donor file</p> <p>_____ Create artist file</p> |
|--|---|



DEACCESSION WORKSHEET CON'T

Method of Disposal: \_\_\_\_\_ sale  
(record date) \_\_\_\_\_ transfer  
\_\_\_\_\_ destruction  
\_\_\_\_\_ other:

Final disposition of object:

Monies received: \$

Notes:

Records documentation: \_\_\_\_\_ number removed from object  
(record date) \_\_\_\_\_ accession ledger  
\_\_\_\_\_ chronological accession card  
\_\_\_\_\_ artist/maker card  
\_\_\_\_\_ donor card  
\_\_\_\_\_ medium/material card  
\_\_\_\_\_ subject card  
\_\_\_\_\_ donor file  
\_\_\_\_\_ accession file  
\_\_\_\_\_ computer file  
\_\_\_\_\_ deaccession file created

# EL PASO MUSEUM OF ART - CITY OF EL PASO

ONE ARTS FESTIVAL PLAZA  
EL PASO, TX 79901  
(915) 532-1707 FAX (915) 532-1010

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## OUTGOING LOAN AGREEMENT

Borrower \_\_\_\_\_ Loan Period \_\_\_\_\_  
Address \_\_\_\_\_ Loan Purpose \_\_\_\_\_  
\_\_\_\_\_ Location \_\_\_\_\_  
Credit Line \_\_\_\_\_  
\_\_\_\_\_

NO.	DESCRIPTION	VALUE
-----	-------------	-------

The Borrower accepts the conditions as outlined on the front and back of this agreement.

Borrower \_\_\_\_\_ For EPMA \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

Sign, date and return designated copy to: El Paso Museum of Art, One Arts Festival Plaza, El Paso, Texas 79901, Attn: Registrar

## CONDITIONS GOVERNING THE LOAN OF OBJECTS

1. The Borrower agrees to borrow the objects described on the face of this loan agreement from the El Paso Museum of Art for the purpose indicated on the face of this agreement.
2. It is understood that the objects borrowed from the Museum shall remain in the condition in which they were received. They shall not be cleaned, repaired, retouched or altered in any way whatever without written permission of the Museum, except in an emergency situation when the safety of the work makes such action imperative; nor may framing, matting, mounting or glazing be changed without written permission; nor may objects be examined by scientific methods without written permission. Objects must be maintained in a building protected from fire, smoke or flood damage, under 24-hour security and protected from extreme temperatures and humidity; excessive light; and from insects, vermin, or dirt or other environmental hazards. Objects must be handled only by experienced personnel. The Borrower agrees to meet any special requirements for installation and handling as noted or referenced on the face of this agreement.
3. Damages, whether in transit or on the borrower's premises and regardless of who may be responsible, shall be reported to the Museum immediately, followed by a written report and including photographs, if necessary. If damage occurs in transit, the Borrower will also notify the carrier and will save all packing materials for inspection.
4. The Museum will specify the method of packing and will provide any special instructions for unpacking and repacking. Objects shall be returned packed in the same or similar materials by experienced personnel. Objects will arrive and be returned in the manner of shipment mutually agreed upon by the Borrower and the Museum.
5. Objects shall be insured during the period of the loan for the value stated on the face of this agreement under an all risk wall-to-wall policy subject to the following generally accepted standard exclusions against damage or loss resulting from insects or vermin, wear and tear, gradual deterioration, or inherent vice; repairing, restoration, or retouching processes; hostile or warlike action, insurrection or rebellion; and/or nuclear reaction, nuclear radiation or radioactive contamination. If the Borrower is insuring the objects, the Borrower must provide the Museum with either a certificate of insurance or a copy of the policy made out in favor of the City of El Paso prior to shipment of the objects. The Museum Registrar must be notified in writing 20 days prior to any cancellation or meaningful change in the Borrower's policy. Any lapses in coverage, any failure to secure insurance and/or inaction by the Museum regarding notice will not release the Borrower from liability for loss or damage. Insurance value may be reviewed periodically and the Museum reserves the right to increase coverage if reasonably justified. In the event of loss or damage, the borrower's maximum liability will be limited to the insurance value then in effect. If insurance is waived, the borrower agrees to indemnify the Museum for any and all loss or damage to the objects occurring during the course of the loan, except for loss or damage resulting from wear and tear, gradual deterioration, inherent vice, war and nuclear risk.
6. Each object shall be labeled and credited to the Museum in the exact format provided on the face of this agreement, both for display labels and publication credits. The Borrower may photograph the objects only for record and publicity purposes and for reproduction in an exhibition catalogue for uses related to the stated purposes of the loan. Photography for commercial purposes is prohibited.
7. Unless otherwise noted on the face of this agreement, all costs of packing, transportation, couriers, insurance and other loan-related expenses will be borne by the Borrower. The estimated costs must be agreed upon by both parties.
8. The Museum reserves the right to recall the objects from loan or cancel the loan for good cause at any time, and will make every effort to give reasonable notice thereof. Objects lent must be returned to the Museum by the return date. An extension of the loan period must be approved in writing by the Museum Director or his designate and covered by written parallel extension of the insurance coverage.
9. In the event of any conflict between this agreement and any forms of the Borrower, the terms of this agreement shall be controlling. For loans to borrowers within the United States, this agreement shall be construed in accordance with the law of the State of Texas.

# EL PASO MUSEUM OF ART - CITY OF EL PASO

ONE ARTS FESTIVAL PLAZA  
EL PASO, TX 79901  
(915) 532-1707 FAX (915) 532-1010

Page 1 of 1

## OUTGOING RECEIPT

### DELIVERED TO:

Name \_\_\_\_\_ Date Delivered \_\_\_\_\_

Address \_\_\_\_\_ Delivered Via \_\_\_\_\_

Phone \_\_\_\_\_ Insured By \_\_\_\_\_

The object(s) listed below are delivered by the El Paso Museum of Art for the purpose of: \_\_\_\_\_

---

DESCRIPTION	VALUE
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Receipt of the objects described above, all in good condition, is hereby acknowledged.

Received By: \_\_\_\_\_ Date \_\_\_\_\_

Sign, date and return original to: El Paso Museum of Art, One Arts Festival Plaza, El Paso, Texas 79901. Attn: Registrar

# EL PASO MUSEUM OF ART - CITY OF EL PASO

ONE ARTS FESTIVAL PLAZA  
EL PASO, TX 79901  
(915) 532-1707 FAX (915) 532-1010

Page 1 of 1

## INCOMING LOAN AGREEMENT

Lender Name \_\_\_\_\_ Loan Period \_\_\_\_\_  
Address \_\_\_\_\_ Loan Purpose \_\_\_\_\_  
\_\_\_\_\_ Insured by \_\_\_\_\_  
Telephone \_\_\_\_\_

Exhibition Title \_\_\_\_\_  
Exhibition Dates \_\_\_\_\_  
Credit Line \_\_\_\_\_

DESCRIPTION	VALUE
-------------	-------

The Lender accepts the conditions as outlined on the front and back of this agreement.

Lender \_\_\_\_\_ For EPMA

Date \_\_\_\_\_ Date

Sign, date and return indicated copy to: El Paso Museum of Art, One Arts Festival Plaza, El Paso, Texas 79901. Attn: Registrar

## CONDITIONS GOVERNING LOANS

1. The Lender agrees to lend the objects described on the face of this loan agreement to the El Paso Museum of Art for the exhibition indicated on the face of this agreement at the El Paso Museum of Art and any other specified venues.
2. The Lender may not withdraw the objects during the term of this agreement without good reason satisfactory to the Museum. The Museum retains the right to determine when, if, and for how long objects borrowed will be exhibited. The Museum retains the right to cancel the loan upon reasonable notice to the Lender.
3. Under the terms of this agreement, the Museum will exercise every reasonable care in the safekeeping of the loan while in its possession. Evidence of damage to the object at the time of receipt or while in the Museum's custody will be reported immediately to the Lender. No objects will be cleaned, repaired or transported in damaged condition, except with the express permission of the Lender, confirmed in writing.
4. Unless arrangements to extend the loan have been made by the Museum accepting the loan, objects lent to it shall remain in the Museum's possession for the time specified on the face of this agreement, plus a reasonable time required for receiving or returning the work to the Lender. Unless the Museum is notified in writing to the contrary, loans will be returned only to the Lender of record or to a location mutually agreed upon in writing by the Museum and the Lender of record or a duly authorized agent or representative at the address listed on the face of this agreement. It is the responsibility of the Lender or the Lender's agent to notify the Museum promptly in writing if there is any change in ownership of the objects (whether through inter vivos transfer or death) or if there is a change in the identity or address of the Lender. If legal ownership of an object should change during the period of the loan, the new owner will be required to establish legal right to receive the object by proof satisfactory to the Museum. The Museum assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address of record.
5. If the Museums' efforts to return the loan are unsuccessful then the object will be maintained at the Lender's risk and expense for a maximum of three years. If after three years the object has not been claimed, then and in consideration for maintenance and safe-guarding, the Lender shall be deemed to have made the object an unrestricted gift to the Museum.
6. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing, transportation and handling. The Lender will assure that said objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. Objects will be returned via the same method of shipment they were sent unless otherwise authorized by the Lender. When the objects are returned, the Museum will send the Lender a receipt form. If this form is not signed and returned within thirty days after mailing, the Museum will not be responsible for any damage or loss.
7. Unless the Museum is notified in writing to the contrary, it is understood that the loan may be photographed and reproduced in the Museum's publications and for publicity and educational purposes. Unless otherwise instructed in writing, the Museum will give credit to the Lender as specified on the face of this agreement in any publications.
8. Unless the Lender expressly elects to maintain his/her own insurance coverage, the City of El Paso will insure objects lent to it for the value stated on the face of this agreement under a fine arts policy against damage or loss in transit and while in its possession. Objects will be insured at the appraised value or, in the absence of an appraised value, then at the fair market value at the time of loss. If the Lender fails to indicate an amount, the Museum, with the implied concurrence of the Lender, will set a value for purposes of insurance for the period of the loan. Said value is not to be considered an appraisal. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from the Museum in the event of loss or damage. In the case of long-term loans, it is the responsibility of the Lender to notify the Museum of current insurance valuations. If the Lender elects to maintain his/her own insurance coverage, prior to shipping the Lender shall provide the Museum with a certificate of insurance naming the City of El Paso as an additional insured or waiving right of subrogation. If the Lender fails to provide said certificate, this failure will constitute a waiver of insurance by the Lender. If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless the Museum and any participating museums from any liability whatsoever in connection with the objects and this agreement. The Museum shall not be responsible for any error or deficiency in information furnished by the Lender to the insurer or for any lapses in such coverage.

# EL PASO MUSEUM OF ART - CITY OF EL PASO

ONE ARTS FESTIVAL PLAZA  
EL PASO, TX 79901  
(915) 532-1707 FAX (915) 532-1010

PAGE 1 OF 1

## INCOMING RECEIPT

RECEIVED FROM:

Name \_\_\_\_\_ Date Received \_\_\_\_\_  
Address \_\_\_\_\_ Received Via \_\_\_\_\_  
\_\_\_\_\_ Inclusive Dates \_\_\_\_\_  
Phone \_\_\_\_\_ Insured By \_\_\_\_\_

The objects listed below have been received by the El Paso Museum of Art for \_\_\_\_\_

NO.	DESCRIPTION	VALUE
-----	-------------	-------

RECEIVED FROM \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Registrar

DATE \_\_\_\_\_

DATE \_\_\_\_\_

SIGN, DATE AND RETURN INDICATED COPY TO: EL PASO MUSEUM OF ART, ONE ARTS FESTIVAL PLAZA, EL PASO, TEXAS 79901. ATTN: REGISTRAR

# EL PASO MUSEUM OF ART - CITY OF EL PASO

ONE ARTS FESTIVAL PLAZA  
EL PASO, TX 79901  
(915) 532-1707 FAX (915) 532-1010

## CONDITION REPORT

accession number \_\_\_\_\_ loan number \_\_\_\_\_ exhibition \_\_\_\_\_

artist \_\_\_\_\_ title (date) \_\_\_\_\_

medium \_\_\_\_\_ dimensions (h x w x d) \_\_\_\_\_

signature \_\_\_\_\_ location \_\_\_\_\_

framed dimensions \_\_\_\_\_ frame type \_\_\_\_\_ glaze type \_\_\_\_\_

general overall condition: \_\_\_\_\_ excellent \_\_\_\_\_ good \_\_\_\_\_ fair \_\_\_\_\_ poor \_\_\_\_\_ very poor

surface \_\_\_\_\_ support \_\_\_\_\_ backing \_\_\_\_\_ frame \_\_\_\_\_ glaze \_\_\_\_\_ mat \_\_\_\_\_

Outgoing examination by \_\_\_\_\_ date \_\_\_\_\_

Incoming examination by \_\_\_\_\_ date \_\_\_\_\_

Outgoing examination by \_\_\_\_\_ date \_\_\_\_\_

Incoming examination by \_\_\_\_\_ date \_\_\_\_\_

**Artwork Repair Agreement**

Artist Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Description of artwork(s) to be repaired: \_\_\_\_\_

\_\_\_\_\_

Description of repair work to be completed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If work is to be completed off-site, please indicate location: \_\_\_\_\_

Timeline for work to be completed: \_\_\_\_\_

Expense budget: \_\_\_\_\_ (please attach separately) \_\_\_\_\_

Not to exceed amount: \_\_\_\_\_

**Conditions Governing Conservation and Repair Work**

1. While in the process of repairing the work, the artist will not change or re-interpret the artwork(s) from what appears in the photograph dated \_\_\_\_ (attached). There should not be significant changes in the structure, make-up or concept of the artwork(s).
2. It is the responsibility of the artist to accurately record the time spent and direct expenses involved in the repair of the artwork(s). Receipts for repair costs and materials will be required from the artist by the City in order for the City to reimburse artist. Payment will be made upon approval by the City of El Paso (the "City").
3. Works of art in the collection of the El Paso Museum of Art will be covered under the fine arts insurance policy. The artist will be held responsible to repair or make reparations for any damage to the artwork while in the care of artist or those s/he has designated to restore or repair the work, and during the transportation of the artwork. If the repairs are to be completed off-site, transportation must be handled by the artist. The fully required work must be delivered to EPMA at a time and date agreed by both parties.
4. Repair work will be subject to approval by an authorized representative of the El Paso Museum of Art.

I, \_\_\_\_\_, hereby waive, release and discharge any and all claims or rights to claims for damages for death, personal injury or property damage which I may have, or accrue to me, as a result of my participation in the repair of the artwork known as \_\_\_\_\_.

This release is intended to discharge the City of El Paso (the "City"), Museums and Cultural Affairs Department (MCAD), City officials (and their respective agents and employees), from and against any and all liability for injury or loss arising out of or connected in any way with my participation in the repair of said artwork, even though that liability may arise out of negligence or carelessness on the part of the City or its agents or employees.

CITY OF EL PASO: \_\_\_\_\_  
Joyce A. Wilson  
City Manager

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

Contractor: \_\_\_\_\_

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

APPROVED AS TO CONTENT: \_\_\_\_\_  
Michael Tomor, Art Museum Director

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

APPROVED AS TO FORM: \_\_\_\_\_

\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

Sign, date and return indicated copy to: Office of the Registrar, El Paso Museum of Art, One Arts Festival Plaza, El Paso, Texas 79901.



**El Paso Museum of Art**

ONE ARTS FESTIVAL PLAZA  
EL PASO, TX 79901  
(915) 532-1707 FAX (915) 532-1010

**Request for Access to Collections and/or Registration Materials**

**Applicant** \_\_\_\_\_  
**Affiliation** \_\_\_\_\_ **Title** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone** \_\_\_\_\_

**Describe the collections or registration materials you would wish to see:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date(s) you wish to obtain access:** \_\_\_\_\_

**Describe your project:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Professional references or instructor /project supervisor:**

\_\_\_\_\_  
\_\_\_\_\_

**Other forms needed:** \_\_\_\_\_ **Photography/Video Request**  
\_\_\_\_\_ **Reproduction Agreement**  
\_\_\_\_\_ **Other:** \_\_\_\_\_

**Date received** \_\_\_\_\_ **Date approved** \_\_\_\_\_

**By** \_\_\_\_\_ **Title** \_\_\_\_\_



**El Paso Museum of Art**

**ONE ARTS FESTIVAL PLAZA**

**EL PASO, TX 79901**

**(915) 532-1707 FAX (915) 532-1010**

**COPYRIGHT AGREEMENT  
NONEXCLUSIVE LICENSE**

I, \_\_\_\_\_, the undersigned, being the owner of the copyright in and to the following original work(s) of art:

in consideration of the acquisition of said work(s) by the El Paso Museum of Art, do hereby authorize the El Paso Museum of Art, and other parties duly authorized by the Museum, to use the above mentioned work(s) for all standard museum purposes including, but not limited to, displaying the work(s), lending the work(s), reproducing the work(s) by methods involving photographic, electronic and mechanical means, and displaying, distributing, selling and transmitting such reproductions or images to the general public. Reproductions and transmissions may be released through media such as but not limited to catalogs, books, brochures, web-site, postcards, posters, invitations, magazines, newspapers, journals, films, television, slides, negatives and prints. All reproductions shall bear a copyright notice as prescribed by the Copyright Law of the United States to read as follows (please complete the blank):

© \_\_\_\_\_  
(as you wish the work(s) to be credited for publication purposes)

The effective date of this nonexclusive license shall coincide with the date of ownership of the work(s) of art itself (themselves) is acquired by the El Paso Museum of Art. This nonexclusive license, which does not transfer ownership of the copyright to the El Paso Museum of Art, shall survive all assignments of copyright.

The undersigned affirms that he/she owns the rights and interest to be granted by this document.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Artist or Copyright holder



# El Paso Museum of Art

ONE ARTS FESTIVAL PLAZA  
EL PASO, TX 79901  
(915) 532-1707 FAX (915) 532-1010

## Reproduction Permission Agreement

**Applicant** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone** \_\_\_\_\_

Permission is requested to reproduce the work of art listed below in the following:  
\_\_\_\_ Publication      \_\_\_\_ Film/Video      \_\_\_\_ Website      \_\_\_\_ Other  
\_\_\_\_ Promotional Material      \_\_\_\_ Research/Study      \_\_\_\_ Museum/Exhibition Related

If for publication, please fill out the following section:

**Title** \_\_\_\_\_  
**Author/Editor** \_\_\_\_\_  
**Publisher** \_\_\_\_\_  
**Pub Date** \_\_\_\_\_  
**Edition size** \_\_\_\_\_  
**Language** \_\_\_\_\_

### Object Information

**Artist** \_\_\_\_\_  
**Title/date** \_\_\_\_\_  
**Medium/size** \_\_\_\_\_  
**Accession no.** \_\_\_\_\_  
**Credit line** \_\_\_\_\_

I hereby agree that I have read the "Conditions for Reproduction" listed on the reverse and agree to abide by these conditions. I agree to pay all fees as assessed by the El Paso Museum of Art.

**Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

Permission is hereby granted to reproduce the work of art mentioned above.

**Approved by** \_\_\_\_\_ **Date** \_\_\_\_\_

Please sign, date and return both copies to the attention of the Registrar. A countersigned copy will be returned to you for your files.

## Conditions for Reproduction

1. Permission is granted only for one usage in one publication, one edition, and in one language. Subsequent revised new editions will require new application and will be subject to additional fees. Photographic material may not be used without the written permission of the El Paso Museum of Art, hereafter referred to as EPMA. Under no circumstances may color transparencies be duplicated.
2. In the case of works by living artists and/or works subject to the 1976 Copyright Act; to which EPMA does not hold copyright, written permission must be secured by the applicant from the artist, their agent or the copyright owner. The publisher agrees for indemnify and hold EPMA harmless from any claims of infringement on behalf of the artist or any other person instituted as a result of the reproduction of this work in question.
3. EPMA assumes no responsibility for royalties or fees claimed by the artist or other third parties.
4. Full credit line, as specified by EPMA, must appear either directly under the reproduction, on the page facing, on the reverse, or in the list of credits at the end of the film or telecast. Caption copy must include the artist's name, title of the work, date, medium, size, and complete credit line exactly as it appears on the face of the agreement. In the case of film, video and other electronic presentations, if not stated on the adjacent frame, the complete credit line must appear at the beginning or the end of the production. In addition, the complete credit line must appear in any accompanying material.
5. Each work of art must be reproduced in its entirety and the reproduction may not be bled off the page or cropped in any way. A specific detail must be approved in advance by EPMA. The reproduction must be full-time black and white or full color and may not be reproduced on colored stock. Nothing may be superimposed on the reproduction (i.e. lettering, tone or another image).
6. In order to ensure faithful reproduction, proofs must be submitted and approved in writing by EPMA before reproduction.
7. Special permission must be obtained if the reproduction is to appear on a dust jacket, record cover, calendar, brochure, or the like. In such cases a layout must be submitted for approval and additional fees may be assessed.
8. In consideration for permission to reproduce works of art belonging to EPMA, two copies of the publication in which the reproduction appears are requested by EPMA at no cost. Any printed material published in conjunction with film, video (VHS or DVD) and other electronic presentations is also requested.
9. In addition to the rental fee, a charge equal to the replacement cost will be made for any color transparencies not returned within three weeks of the due date, or returned in damaged condition.
10. Payment in US dollars can be made through, a check drawn on a US bank, and international postal money order, VISA, Mastercard, or Discover.



**El Paso Museum of Art**

ONE ARTS FESTIVAL PLAZA  
EL PASO, TX 79901  
(915) 532-1707 FAX (915) 532-1010

**PHOTOGRAPHY / VIDEO PERMISSION REQUEST**

Applicant Name:

Address:

Telephone Number:

Subject/Gallery to be photographed/filmed:

Date of Project:

The applicant requests permission to (description of project - specify number of people, as well as type and amount of equipment):

The photographs are to be used as follows:

The applicant agrees that permission is subject to the conditions listed on the reverse of this agreement.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

Permission is hereby granted.

\_\_\_\_\_  
Museum Representative

\_\_\_\_\_  
Date

## CONDITIONS FOR PHOTOGRAPHY / VIDEO

1. This permit is not a release for the sale, publication or other commercial use of the photography/video. All requests for such use must be approved in writing by the El Paso Museum of Art, hereafter referred to as EPMA.
2. No reproductions of the collections are permitted without prior permission from the EPMA. In the case of loaned works of art, no reproductions are permitted without prior permission from the lender.
3. No physical contact with the works of art is allowed. The works of art may not be touched with hands, body, photo equipment or other instruments.
4. No objects or props other than photographic equipment may be brought into the gallery, unless authorized in writing by EPMA.
5. Gallery light or "available light" must be used. No additional photographic lamps or flash may be used without a written description approved by EPMA.
6. No tripods may be used unless authorized in writing by EPMA.
7. Requests must be submitted at least TWO WEEKS before desired date of photography or video. Galleries may be used only on MONDAYS.

For EPMA use only.

The following terms are approved by EPMA:

Photographer:

Gallery:

Artist/Exhibition:

Equipment:

Tripod \_\_\_\_\_ Yes \_\_\_\_\_ No  
Flash \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_  
Museum Representative

\_\_\_\_\_  
Date