



COLLECTIONS MANAGEMENT POLICIES
Living and Non-Living Collections
Board Approved: November 28, 2017

Executive Summary:

Denver Botanic Gardens (the Gardens) is a living museum recognized as one of the top botanical gardens in the United States, stewarding both living and non-living collections to educate and engage local, national, and international communities. Through multiple locations, Denver Botanic Gardens demonstrates an array of landscape designs and horticultural practices; facilitates and empowers connections to the natural world; and documents the world's flora as well as humanity's responses to it. Locations include a 24-acre garden in the heart of Denver (York Street), Chatfield Farms, a 750-acre wildlife and native plant refuge in Littleton, CO, and Mount Goliath, a high-altitude trail and interpreted alpine garden on the Mount Evans Scenic Byway near Idaho Springs, CO. In addition, the Gardens delivers programs and manages outreach activities at a variety of locations in the Denver metro area.

As articulated in the Interpretive Engagement Framework, Denver Botanic Gardens strives to deepen audience connections to the natural world through collections, programs, and expertise and to foster appreciation of and responsibility for life on Earth, preserving and restoring biodiversity. Through its work, Denver Botanic Gardens works to create audience communities who are actively:

- Appreciating
- Participating
- Understanding
- Transforming
- Stewarding

At the heart of this effort are diverse collections, each with individual purposes and needs. Collections are described separately to address particular requirements and to assist the stakeholders of each collection, and the institution, with making informed and scientific decisions pertaining to the management, maintenance and development of the Gardens collections.

The five major collections identified are:

1. Living Collections
2. Herbaria (Natural History Collections)
3. Library
4. Art
5. Education Collections

Mission Statement:

Each of these collections exists to support Denver Botanic Gardens' mission "to connect people with plants, especially plants from the Rocky Mountain region and similar regions around the world, providing delight and enlightenment to everyone."

Vision:

In addition to mission, four board-approved Core Values provide guidance for day to day operations of Denver Botanic Gardens. These values also guide the acquisition and care of collections and are:

- Diversity
- Relevance
- Sustainability
- Transformation

Purpose of the Collections Management Policy:

The purpose of this comprehensive policy document is to guide and direct the development of the five major collections at the Gardens. Since each of these collections possess unique characteristics, each will be treated separately. Categories identified in each policy for the individual collections vary slightly in relation to the nature of the collection, but the following categories or considerations are addressed where relevant:

- Scope of Collections
- Authority
- Acquisitions / Accessioning
- Deaccessioning / Disposal
- Exchanges / Loans / Exhibitions
- Objects Found in Collection
- Objects Left in Custody
- Abandoned Property / Unclaimed Loans
- Care and Maintenance
- Access
- Insurance and Risk Management
- Documentation / Collections Records
- Inventories
- Appraisals
- Laws
- Cultural Property
- Rights and Reproduction
- Review / Revision
- Glossary

Other items characteristic to each of these individual collections will be addressed in their respective policies.

Ethics Regarding Collections:

Denver Botanic Gardens acknowledges that it holds collections in public trust to serve as a resource for a wide community and to preserve this inheritance for posterity. To this end, the Gardens and those who govern it (board, staff, volunteers), adhere to the American Alliance of Museums' Code of Ethics for Museums (2000). As articulated there, "the distinctive character of museum ethics derives from the ownership, care and use of objects, specimens, and living collections representing the world's natural and cultural common wealth. This stewardship of collections entails the highest public trust and carries with it the presumption of rightful ownership, permanence, care, documentation, accessibility and responsible disposal." Denver Botanic Gardens' institutional code of ethics is included in its Employee Guidelines (2017 or as amended), to which Board of Trustees members also adhere. Additional ethics considerations can be found within individual collections narratives.

This policy will be reviewed by Gardens staff as required to maintain an effective collection policy, but at minimum every five years. Changes must be approved by relevant board committees and subsequently by the Board of Trustees. Staff can make changes to better articulate intended meaning.

LIVING COLLECTIONS MANAGEMENT POLICY

Board Approved: November 28, 2017

**Previously Updated and Approved:
November, 2013
November, 2008**

Collections Management Policy Living Collections

Approved: Gardens & Collections Committee, November 7, 2017

Scope of Collections

The purpose of this Collections Management Policy is to ensure that the Living Collections are well managed, now and into the future. The Living Collections (including the seed herbarium) at Denver Botanic Gardens are principally composed of plant species, subspecies, varieties and formae (and their later derivatives and cultivars) that support Denver Botanic Gardens' mission of *connecting people with plants, especially plants from the Rocky Mountain Region and similar regions around the world*. Collections showcase the use of right plants in the right place, educating the public about horticulture in the semi-arid, steppe climate of the Rocky Mountain and Plains regions. The diverse collections ranging from alpine to tropical plants fulfill the mission through education and conservation messages, and by "providing delight and enlightenment to everyone". Viable seeds and propagules of plant species, subspecies, varieties and formae (and their later derivatives and cultivars) are stored for trials and future propagation.

Authority

The living collections fall under the purview of the Gardens and Conservation Committee, consisting of appointed Board members, the Gardens' CEO, and Director of Horticulture. The overall implementation and evaluation of the living collections policy (and related plan) is overseen by the Director of Horticulture, Associate Director of Horticulture/Plant Records and the Curators of specific collections.

Ethics Regarding Collections Stewardship and Management

Activities related to the development, management, and use of the living collections must comply with all relevant local, state, federal, and international laws. A few such laws are listed as examples under the section Laws below. Individuals acquiring plant material are responsible for researching current access laws and quarantines governing the collection, movement, and distribution of plants within and outside the US and acquiring pertinent permits. Acquired taxa will fall under the ownership of Denver Botanic Gardens, held in public trust for the benefit of present and future generations. All acquired taxa are evaluated for their potential invasiveness. In the event invasive or potentially invasive plants are retained for their scientific value, they will be appropriately labelled and additional management procedures are put into place for containment purposes. No such plants will be distributed for horticultural use, but may be distributed to researchers investigating invasion biology.

Under the International Plant Exchange Network (IPEN), plants acquired through *Index Seminum* are transferred solely to Denver Botanic Gardens and not to the individual making the request. Under no circumstances are they to be distributed to employees, volunteers or board members without consent from the collections origin institutions and the Director of Horticulture. Employees, volunteers and Trustees are not allowed to keep or store personal plant material at the Gardens. This would create a conflict of interest in staff time, space and resources. Plant material, preserved specimens, or any portion of the collections are to be used solely for education, research, or horticulture display and are not for personal use.

Acquisition

In compliance with the Convention on Biological Diversity, plants may be acquired for permanent or temporary display through exchange, loan, purchase from private or commercial sources, responsible collection from the wild, gifts or *Index Seminum*. Any illegally collected or obtained plants will not knowingly be accepted.

Plants obtained for horticultural research and evaluation, or restoration work, will be acquired according to the standards set by the evaluator/researcher as long as they meet the purpose of the evaluation/research and abide by the invasive plant policy (Appendices A, B & C). These plants will be accessioned even though they may be for temporary use.

Accessioning

All plants acquired for permanent collection, conservation or research/evaluation shall be accessioned. Plants or collections on short-term loan to DBG (less than 6 months) and plants acquired for plant sales will not be accessioned. Annuals will be accessioned when they are planted in the gardens and will be deaccessioned upon their removal at the end of the growing season.

All plants will be accessioned upon delivery, even if the final location is not determined and the plant will temporarily reside in the greenhouse or nursery. When moved and planted, the Horticulture staff will immediately inform Plant Records.

Deaccessioning

Denver Botanic Gardens' horticulture staff members may recommend that a plant be de-accessioned. The supervisor and Director of Horticulture should approve the individual plant deaccession. The plants removed should be immediately recorded on the "Change of Plant Status" form that is then submitted to Plant Records. Potential major deaccessions that would include large specimens, numbers of plants, or entire collections will be submitted by the Director of Horticulture to the Gardens & Conservation Committee for recommendation to Board of Trustees.

Disposal

Plants that have been de-accessioned and divisions of accessioned plant material may be held on premises for use in Denver Botanic Gardens' annual plant sale. Funds acquired through sale will be used for the betterment of the collections. At regular intervals, surplus plants will be assessed by Propagator and Director of Horticulture and excess may be dispersed to staff and volunteers or other appropriate parties. However, plant material received by employees, volunteers or other appropriate parties is for personal use only and is not for resale. Plants acquired through *Index Seminum* or special agreement will not be dispersed without the consent of the Director of Horticulture.

Documentation

When a taxon is brought into Denver Botanic Gardens, accurate information will be provided for records, including full plant name and cultivar (scientific), source of plant (nursery or wild collected data), date of receipt, location and date of planting in the Garden. Accession records of horticultural specimens and plants propagated at DBG to be used in restoration will be entered and stored in a centralized database system. Living, permanent collections are surveyed and added into a centralized mapping system. Entered data will be backed up nightly by the computer network and stored at onsite and offsite locations. The recorded information is continuously updated with details such as plant characteristics, blooming nature, ecology, evaluation notes, collection, propagation and herbarium information (as applicable). Records of plants used in non-horticultural research are the responsibility of the Director of Research and Conservation.

Labeling is an important component of record keeping and the educational aspect of the Gardens. All permanent plants, once correctly identified, will have an aluminum accession tag. At least one instance of each taxa of the permanent collection on display will have a display label, where practical. The accession tag will contain the accession number and scientific name (including cultivar name if available). Display labels will contain the botanical name, common name if applicable, cultivar name if applicable, and family name.

Inventories

Inventory of the Gardens' permanent collections is an ongoing task of horticulture and plant records staff and should focus on the continued fulfillment of the purpose of the collection, accuracy of nomenclature, recommendations for de-accessioning, growing existing collections, or acquisition of new collections.

Access

Collecting plant material from displays and living collections including seeds, cuttings, scion wood or seedlings by staff, educators, nurseries, and researchers must be approved in advance with the execution of the Material Transfer Agreement: Living Collections Access and Distribution Form (Appendix D). Collection of plant material from living collections for any reason is to be approved by the Director of Horticulture, and carried out only under the direction of appropriate staff member.

Exchanges, Loans and Exhibitions

Living plants, including seeds, obtained via exchanges with other gardens and institutions must meet the purpose of the collection and shall be accepted with the approval of the Director of Horticulture. Loans and temporary exhibits of plants shall meet the requirements of this policy and will be accepted or granted by the Director of Horticulture.

Distribution to Plant Select®

Seeds, cuttings and/or tissue culture propagules from our collections will be distributed to Plant Select members for the purpose of research and evaluation for future introduction. The Seed Distribution Policy is described in Appendix E. All recipients of germplasm material will sign the License Agreement for Research, Cultivar Development & Evaluation (Appendix F).

Laws

A few policies and regulations that staff embarking on plant exploration and wild collection should familiarize themselves with include:

- USDA Animal and Plant Health Service (APHIS) permits such as PPQ Form 587 (permit to import plant or plant products) and others as relevant to the work being conducted.
- Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) – Provisions under the CITES provide a legal framework regulating the trade of endangered plant and animal species that are commercially exploited (<https://www.cites.org/eng/disc/what.php>).
- Convention of Biological Diversity (CBD) - The objectives of this Convention, to be pursued in accordance with its relevant provisions, are the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of the benefits arising out of the utilization of genetic resources, including by appropriate access to genetic resources and by appropriate transfer of relevant technologies, taking into account all rights over those resources and to technologies, and by appropriate funding (<https://www.cbd.int/>).
- The Nagoya Protocol on Access and Benefit Sharing of the CBD - The Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity is an international agreement which aims at sharing the benefits arising from the utilization of genetic resources in a fair and equitable way, including by appropriate access to genetic resources and by appropriate transfer of relevant technologies, taking into account all rights over those resources and to technologies, and by appropriate funding, thereby contributing to the conservation of biological diversity and the sustainable use of its components (<https://www.cbd.int/abs/>).

In addition to these international rules and regulations, staff need to also familiarize themselves with the importation and exportation laws of the countries involved and proper permits acquired before embarking on plant exploration. For local collecting, permits from local land owners (such as BLM, USDA Forest Service,

etc.) should be acquired and rules pertaining to the land adhered to. Collecting should be done only of those species that are listed on the permit.

Gifts

Plants and/or collections will be accepted as gifts only if they meet the purpose of the collection and are in compliance with the Convention on Biological Diversity. Donated plants should have provenance and a properly identified name including cultivar name if appropriate. Any illegally collected or obtained plants will not knowingly be accepted. The donor may place no restrictions on gifts of plant material. An in-kind donation form will be given to the donor, and a copy will be submitted to the Development Department. Denver Botanic Gardens encourages gifts of plants to be accompanied by sufficient endowment to provide long-term maintenance. As much as possible, donated plants will be used in displays, however, Denver Botanic Gardens has the right to sell or de-accession any gifts. Under IRS regulations Denver Botanic Gardens will not make monetary appraisal of gifts.

Care and Maintenance

The living collections are cared for on a daily basis by following sound horticultural plant care practices as prescribed in the Horticulture Procedures Manual.

Risk Management

Due to the nature of living collections, exposure to weather-related damage to plants are unavoidable. But, wherever possible (such as brushing off snow from tree limbs during early fall snow storm, etc.), horticultural best management practices will be followed. Refer to Denver Botanic Gardens Disaster Plan (September, 2007) for information regarding emergency instructions. Off-site backups of electronic collections databases will be maintained to ensure data is preserved in the event on-site information is destroyed or lost.

Invasive Plant Policy

Denver Botanic Gardens is dedicated to the prevention of introduction of new invasive species as well as the understanding and management of existing plant pests. As a result, Denver Botanic Gardens will do the following relative to the introduction of new species:

1. All laws on importation and quarantine of plant materials across political boundaries and rules pertaining to the Colorado Noxious Weed Act (35-5.5-101 through 119, CRS 2003) will be followed.
2. No plants listed by the Colorado Department of Agriculture (CDA) Plant Industry Division as invasive weeds will be planted unless for educational purpose and clearly marked as such and with CDA approval. Plants to be used in the collection will follow Denver Botanic Gardens Known Weed Action Plan (Appendix A).
3. All new plant introductions that are not widely available or tested in the trade will be screened and evaluated for their invasive potential prior to being accepted into the collection or as part of any Denver Botanic Gardens sponsored program. Adaptations to climate change will be monitored on a regular basis to evaluate invasive potential.
4. Plant material identified as an invasive species that are to be destroyed will be properly disposed of and will not be sold at the annual plant sale or dispersed to the public.
5. Denver Botanic Gardens is a signatory of the Voluntary Codes of Conduct (VCC aka St. Louis Declaration Codes of Conduct) for Botanic Gardens and Arboreta (see Appendix C). As such, we adhere to the highest industry standard to prevent new plant invasions and assist in the effort to control existing plant invasions.

This policy will be reviewed by Gardens staff as required to maintain an effective collection policy, but at minimum every five years. Substantive changes must be approved by relevant board committees and subsequently by the Board of Trustees. Staff can make changes to better articulate intended meaning.

APPENDIX

- A. Denver Botanic Gardens Known Weed Action Plan
- B. Noxious Weed Information Form
- C. St. Louis Code of Conduct
- D. Material Transfer Agreement: Living Collections Access and Distribution Form
- E. Plant Select Seed distribution for research and trialing policy
- F. Plant Select License Agreement for Research, Cultivar Development & Evaluation

APPENDIX A

Denver Botanic Gardens Known Weed Action Plan

Purpose: In 2005, the Gardens endorsed the St. Louis Declaration on Invasive Species voluntary codes of conduct for Botanic Gardens and Arboreta. As part of this, the Gardens agreed to consider removing invasive species from plant collections. If a decision is made to retain an invasive plant, the Gardens must ensure its control and provide strong interpretation to the public explaining the risk and its function in the garden.

Criteria for Species Selection: All species that appear on either the Colorado Noxious Weed List or Watch List or the Federal Noxious Weed List will be required to have an assessment using the Weed Action Plan. All species lists will be reviewed and updated annually.

Plan Management: A Weed Advisory Panel will be responsible for the annual review and maintenance of the species lists and enforcement of the Weed Action Plan, including any required safety management plans. The Panel is also responsible for approving interpretation and coordinating the production and placement of signs. The Weed Advisory Panel will include at least one member of the Horticulture Department and at least one member of the Research Department.

Interpretation: If a species on the weed list is kept on display at the Gardens, it must have interpretation. This interpretation must include the risks this species poses as a weed (including the origin, mechanisms of harm, and need for prevention and control), the significance of the species (i.e., the reason for keeping it on display), and non-invasive alternative species, if available.

Decision Tree:

1. Does the horticulturist responsible for the species want to remove the species from display?
 - a. Yes.....Species is removed
 - b. No.....Go to 2

2. Is there a risk the species could spread outside Gardens' property? (It is the responsibility of the horticulturist responsible for the species to provide sufficient evidence that based on current knowledge we do not expect this species to spread)
 - a. Yes.....Go to 3
 - b. No.....Go to 4

3. Has a Management Plan to safely maintain the species without spread been approved by the Weed Advisory Panel?
 - a. Yes.....Go to 4.
 - b. No.....Responsible Horticulturist proposes Management Plan or species is removed.

4. Does the horticulturist responsible for the species want to create interpretation for the species?
 - a. Yes.....Interpretation form must be completed and turned into the Weed Advisory Panel for review. Go to 5.
 - b. No.....Species is removed

5. Does the Weed Advisory Panel agree with the justification for interpretation provided on the form?
 - a. Yes.....Species can remain on display and interpretation will be provided following the guidelines in the Interpretation section.
 - b. No.....Go to 6.

6. Does the horticulturist responsible for the species want to contest the Weed Advisory Panel decision?
 - a. Yes.....Got to 7.
 - b. No.....Species is removed

7. Do the Directors of Horticulture and Research agree with the Weed Advisory Panel decision to remove the species?
 - a. Yes.....Species is removed
 - b. No.....Species may remain on display with interpretation, a management plan (optional) and documentation for the reasons for keeping it on display.

APPENDIX B

Noxious Weed Information Form

Species Name	_____	Requester	_____
	_____	Department	_____
Variety or cultivar	_____	Title	_____
	_____	Date	_____

Please fill out the known information about this species to the best of your knowledge.

Is this species listed as Noxious Weed in Colorado? If yes, what is its classification?

Is this species on the internal Denver Botanic Gardens watch list?

Is the plant currently on display in the garden? If not, are there plans to put it on display?

Where is the plant on display currently (or where is it planned to be on display)?

Do you wish to keep the species on display even though it is a noxious weed? *The requestor is responsible for providing information for interpretation if the species is kept on display

What are the dispersal mechanisms for this species?

Is there risk the species could spread outside of Garden's property via reproductive or vegetative propagules?
(please provide any available evidence for our knowledge of its inability to spread)

Does a management plan exist to prevent spreading of this species outside of Garden's property?

Can this species be purchased for personal use?

What is the horticultural, agricultural, scientific, and/or educational value of keeping this species on display?

APPENDIX C

Voluntary Codes of Conduct for Botanic Gardens and Arboreta

St. Louis Declaration Codes of Conduct <http://www.centerforplantconservation.org/invasives/>; adopted by Denver Botanic Gardens 2005

- Conduct an institution-wide review examining all departments and activities that provide opportunities to stem the proliferation of invasive species and inform visitors. For example, review or write a collections policy that addresses this issue; examine such activities as seed sales, plant sales, bookstore offerings, wreath-making workshops, etc.
- Avoid introducing invasive plants by establishing an invasive plant assessment procedure. Predictive risk assessments are desirable, and should also include responsible monitoring on the garden site or through partnerships with other institutions. Institutions should be aware of both direct and indirect effects of plant introduction, such as biological interference in gene flow, disruption of pollinator relationships.
- Consider removing invasive species from plant collections. If a decision is made to retain an invasive plant, ensure its control and provide strong interpretation to the public explaining the risk and its function in the garden.
- Seek to control harmful invasive species in natural areas managed by the garden and assist others in controlling them on their property, when possible.
- Promote non-invasive alternative plants or, when possible, help develop non-invasive alternatives through plant selection or breeding.
- If your institution participates in seed or plant distribution, including through Index Seminum, do not distribute known invasive plants except for bona-fide research purposes, and consider the consequences of distribution outside your biogeographic region. Consider a statement of caution attached to species that appear to be potentially invasive but have not been fully evaluated.
- Increase public awareness about invasive plants. Inform why they are a problem, including the origin, mechanisms of harm, and need for prevention and control. Work with the local nursery and seed industries to assist the public in environmentally safe gardening and sales. Horticulture education programs, such as those at universities, should also be included in education and outreach efforts. Encourage the public to evaluate what they do in their own practices and gardens.
- Participate in developing, implementing, or supporting national, regional, or local early warning systems for immediate reporting and control. Participate also in the creation of regional lists of concern.
- Botanical gardens should try to become informed about invasiveness of their species in other biogeographic regions, and this information should be compiled and shared in a manner accessible to all.
- Become partners with other organizations in the management of harmful invasive species.
- Follow all laws on importation, exportation, quarantine and distribution of plant materials across political boundaries, including foreign countries. Be sensitive to conventions and treaties that deal with this issue, and encourage affiliated organizations (plant societies, garden clubs, etc.) to do the same.

APPENDIX D

**Material Transfer Agreement
Living Collections Access and Distribution Form**

User Information (To be filled out by or on behalf of primary user)

Today's Date: _____	Proposed Date of Collection: _____	
Name: _____	Telephone #: _____	
Position: _____	Email Address: _____	
Organization: _____		
Mailing or shipping address: _____		

_____	_____	_____
City	State/Country	Zip
FedEx Account # (if applicable) _____		

Collection use:

Project Description (please attach an addendum if needed)

Please note any additional requirements/requests for collection or shipping:

Use/Project Type (check one or more box)

- Breeding/Hybridization
- Conservation Research
- Horticultural Display
- Horticultural Research
- Molecular Research
- Propagation
- Research (other) _____
- Teaching
- Other _____

Is there an intent to commercialize? No Yes (if yes, this will serve as a conditional agreement, with a new agreement drawn up for commercial use)

Plant Records Staff Use Only

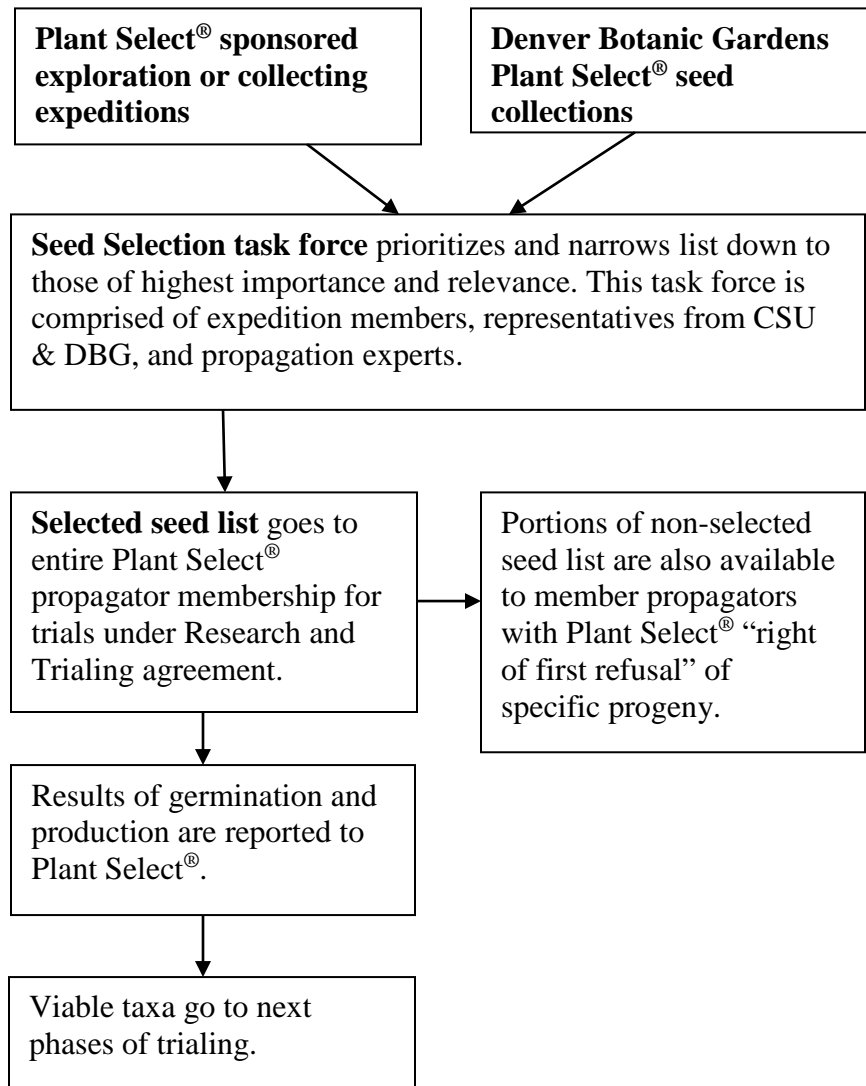
Source Number:	Shipment Number(s):
Date entered:	Staff Contact:

APPENDIX E

Proposed April 4, 2011

Re: Seed distribution for research & trialing

Proposed policy: A sub-committee of Plant Select® will review each seed list and narrow it down to a “selected” list containing a “reasonable” number of taxa for member propagators to test. Other seeds collected that do not make the “selected” list will also be available to propagator members with no obligation to report results. If, however, something superior develops from these seeds, Plant Select® will have the “right of first refusal.” If Plant Select® is not interested in pursuing for the program, then those plants may be sold by the grower with no further obligation to Plant Select®.





License Agreement for Research, Cultivar Development & Evaluation

This License Agreement is made between Plant Select[®], a Colorado non-profit corporation, and

Contact Person _____
Organization _____
Address _____
City, State, Zip Code _____
Telephone _____
FAX _____
E-mail _____

hereinafter called "Licensee."

1. Licensee is____ a member in good standing with Plant Select[®], or____ a research or educational facility (the membership requirement will be waived for a research or educational facility). [Check as applicable.]

2. Plant Select[®] grants Licensee the non-exclusive, non-divisible, non-transferable and non-assignable license (A) to Plant Select[®] plants and/or propagules listed in Exhibit I (including cuttings, seeds, spores, grafts, budding, tissue cultures, etc.), herein called the "Licensed Plants," solely and only for garden use, as a basic research subject, for field/greenhouse testing, or for product evaluation and (B) to intellectual property rights of Plant Select[®], including trademarks, copyrights and patents, related to the Licensed Plants to the extent necessary for Licensee to conduct its activities pursuant to the license granted under the preceding (A). Licensee agrees that the Licensed Plants shall be used only for the purposes described in the preceding (A). With respect to the intellectual property rights of Plant Select[®],

Licensee acknowledges Plant Select[®] proprietary rights and agrees not to do, or to suffer to be done, any act or thing which would impair the rights of Plant Select[®]. It is understood that Licensee, including any parent or subsidiary of Licensee, shall not acquire, nor shall claim, any title or right adverse to the proprietary rights of Plant Select[®] by reason of the license granted to the Licensee hereunder.

Additionally, Licensee agrees that all selections conducted upon the licensed plants are and shall be the sole property of Plant Select[®].

Licensee shall have no right to sublicense or otherwise use or transfer any rights of Licensee to any Licensed Plant unless specific arrangements are made in writing with Plant Select®.

3. Licensee agrees that all results from any manipulation of Licensed Plants listed in Exhibit I, including mutagenic, tissue culture, molecular or cellular techniques, conducted during the terms of this Agreement must be reported to Plant Select® in writing and shall be owned exclusively without question by Plant Select®. All results from such manipulations shall be maintained by the Licensee until instructions for handling are received from Plant Select®.

4. Licensee agrees that all selections conducted upon the Licensed Plants are and shall be the sole property of Plant Select®.

5. Licensee agrees no seeds, or plant parts of the Licensed Plants, will be distributed to a third party without the prior written authorization of Plant Select®.

6. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior agreement, written or oral, between Plant Select® and Licensee with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be made except in writing signed by both parties.

7. Unless sooner terminated by one party upon giving 90 days prior written notice to the other party, the term of this Agreement is for five (5) years following the effective date of the Agreement and shall be effective as to each plant and/or propagule licensed to Licensee under this Agreement. This Agreement may be renewed for an additional period upon written agreement by Plant Select® and Licensee. Licensee will destroy or return plant(s) and propagules licensed under this Agreement when this Agreement terminates.

8. Any unused or unwanted plants and propagules are to be either returned to Plant Select® or to be destroyed.

9. This Agreement has been entered into in the State of Colorado and shall be governed by and construed in accordance with the laws of the State of Colorado.

10. Any notice required or permitted to be given by either party to the other is given in accordance with this Agreement if it is in writing and mailed to either Plant Select® or Licensee by certified mail addressed to the intended recipient at its address contained in this Agreement or to such other address as the recipient may furnish to the other party for purposes of receiving notices under this Agreement.

11. This Agreement may not be assigned by Licensee without the prior written consent of Plant Select®, which may withhold its consent for any or no reason. This Agreement shall be binding upon the respective parties, their successors and permitted assigns.

ATTACHMENTS: Exhibit I: List of plants and/or propagules requested attached.

IN SIGNING OF THIS AGREEMENT, the parties have hereunto executed this agreement effective on this day for the attached plants and/or propagules.

AGREED

LICENSEE

PLANT SELECT®

Organization: _____

By: _____

By: _____

(signature)

Ross Shrigley, Executive Director

c/o Colorado State University

1173 Campus Delivery

Fort Collins, CO 80523-1173

e-mail: director@plantselect.org



HERBARIA (NATURAL HISTORY) COLLECTIONS MANAGEMENT POLICY

Board Approved: November 28, 2017

Previously Updated and Approved:
November, 2013
November, 2008

Collections Management Policy Herbaria

Approved: Gardens & Conservation Committee 2013

Statement of Authority

Board-level authority sits with the Gardens and Conservation Committee, consisting of appointed Board members, CEO, Director of Research and Conservation, and Director of Horticulture.

1. Purpose of Acquisitions

Gardens' herbaria discover and document biodiversity and distribution in Colorado, Southern Rocky Mountain region, and comparable ecosystems around the world for vascular plants and macrofungi. Specimens are primarily acquired through collecting efforts by Gardens' staff who conduct botanical inventories, voucher seed collections, and document rare plants as part of their conservation research.

The Gardens' herbaria provide botanical and mycological resources and knowledge to users by collecting, organizing, preserving, and sharing specimens and specimen information for current and future use, while supporting the mission of Denver Botanic Gardens *to connect people with plants*. The Gardens' herbaria acquire specimens to:

- 1.1 Serve as a research center, both internally and externally, for horticulture, botany, mycology, conservation, botanical illustration, and related subjects
- 1.2 Encourage and support public interest in natural history collections, the natural world, and science
- 1.3 Promote the exchange of information with similar institutional libraries.

2. Acquisitions Principles

- 2.1 Specimens must be legally collected, high quality and properly documented. Substandard specimens may be accepted at the discretion of the Head Curator if the specimen is deemed significant given the criteria below. Legally collected specimens must be accompanied by copies of official permits. Specimens collected from private lands should include written permission from landowner, if possible.
- 2.2 Illegally collected material may be accepted if deposited and documented by a local government, state, or federal agency.
- 2.3 Gifts and exchanges of specimens from other herbaria and from citizen collectors are accepted. All gifts and exchanges must abide by the principles and guidelines outlined here. Paperwork associated with gifts and exchanges are kept for perpetuity.
- 2.4 Kathryn Kalmbach Herbarium (KHD) maintains active exchanges with regional herbaria, which adds a number of specimens every year.

- 2.5 All specimens and associated data in the herbaria except those on loan from other institutions are property of the herbaria.

3 Guidelines for Accepting Specimens

- 3.1 Emphasis is placed on acquiring vascular plants, macrofungi, and myxomycetes from Colorado and Southern Rocky Mountain Region. Macrofungi are designated as fungi with sporocarps larger than 1 cm.
- 3.2 Well-collected specimens from other regions of the world are accepted if they are representatives of ecosystems similar to those in the Rocky Mountains, for example, steppe or alpine ecosystems.
- 3.3 Geographic duplication is acceptable and often encouraged to document natural variation.
- 3.4 Specimens are assessed based on the relevance of the subject matter to the collection, strength or deficiency in geographic or temporal distribution and taxa, staff recommendations, and vouchers associated with research at the Gardens even if outside of Colorado and Southern Rocky Mountain Region.

4. Accessioning and Documentation of Acquisitions

Definition of Terms

Accessioning – The formal process of adding a specimen to the collection register, catalogue, or database.

Legacy – Data or specimens not previously added to the database.

- 4.1 If the acquisition is donated by an individual collector, the donor will then sign a Certificate of Donation (Appendix A).
- 4.2 Sam Mitchel Herbarium of Fungi (DBG) accessions are recorded in a bound accession book.
- 4.2 KHD accessions are recorded in SEINet.
- 4.3 New specimens are entered directly or uploaded in batches (depending on the collector) to either the SEINet portal (<http://swbiodiversity.org>) for plant specimens or the Mycoportal (<http://mycoportal.org>) for fungi specimens. Annotations are maintained on the portals. Each dataset is backed up locally once a month from the portal. Ancillary items that accompany fungal specimens are digitized and available to the public on the Mycoportal.
- 4.4 All legacy specimens for the fungal collection are databased. A number of legacy plant specimens are not databased. These collections are added to the portal when resources are available.
- 4.5 Documentation on all exchange, donation, and gift transactions are recorded and retained in binders.

- 4.6 Physical inventorying of the objects within the herbaria are a continuous and ongoing process.

5. Deaccessioning

Denver Botanic Gardens is a cultural institution blending art, science, and horticulture to achieve its mission to *connect people with plants*. For the benefit of its audience and the community, the Gardens is committed to sustaining and improving its collections according to best practices. The purpose of deaccessioning is to strengthen and preserve the collection and specimens themselves.

Definition of Terms

Deaccession / Deaccessioning – The formal process of removal of a specimen from the collection register, catalogue, or database.

Disposal – The physical removal of the object from the organization via sale, exchange, or other transfer of the object.

- 5.1 The Head Curator assesses specimens recommended for deaccessioning; specimens are reviewed for deaccessioning on an ongoing basis.
- 5.2 Criteria for withdrawal may include: specimen is deteriorated, lost, inadequately dried (fungal), deemed no longer useful as a voucher, lacks adequate documentation, does not support the scope of the mission, or no longer part of the collection because it has been permanently transferred to another herbarium.
- 5.3 Specimens given to the herbaria become property of the herbarium. Future deaccessioning and disposal is under the authority of the Head Curator.
- 5.4 Deaccessioned material may not be purchased by a Denver Botanic Gardens staff member, volunteer, or Board member.

6. Proceeds

- 6.1 The Gardens will place all net proceeds (proceeds less out-of-pocket expenses) from the sale of deaccessioned specimens into herbaria collections care. Funds will be utilized for direct care of these collections, which includes: conservation of collections, the improvement of conditions or storage facilities, or acquisitions.
- 6.2 No staff member, volunteer, Board Member, or their affiliations shall benefit from the disposal of a specimen.

7. Disposal

- 7.1 If a specimen is approved for deaccessioning, the word ‘canceled’ is placed over the accession number. Accession numbers are not reused.

- 7.2 Written documentation and/or photos of deaccessioned specimens are retained, especially in regards to fungal specimens.
- 7.3 Deaccessioned specimens may be used for exchange with other institutions. Specimens of no value are destroyed.

8. Access and Use

- 8.1 The herbaria are open to the public during herbarium operating hours for visits and questions.
- 8.2 Visits to the herbaria for the purpose of examining specimens are by appointment only.
- 8.3 Qualified researchers and students may use the herbaria freely after an initial tour and review of annotation procedures. Permission will be given by the Head Curator, KHD Curatorial Assistant, or DBG Curator.
- 8.4 Others may use the herbarium under the supervision of the Head Curator, KHD Curatorial Assistant, or DBG Curator.
- 8.5 Drop-in during normal herbarium hours to use or examine specimens is permitted if herbaria staff are present.
- 8.6 No fees are charged for access to the collection.
- 8.7 Specific locality information on threatened, endangered or otherwise sensitive plant species may be withheld, depending upon the discretion of the Head Curator and Director of Research and Conservation.
- 8.8 Personal specimens or image collections are not allowed to be stored in the herbarium.

9. Loans

A. Incoming Loans

Loans are requested from other herbaria to aid ongoing research by Gardens staff, adjunct researchers, and affiliated students. Requests for loans must be approved by the Head Curator or Director of Research and Conservation before any official request is made.

- 9.1A All documentation regarding incoming loans are held on file for perpetuity including paperwork documenting the return of specimens.
- 9.2A All specimens will be frozen in the -20° C freezer for at least three days before they are stored in working herbarium cabinets.
- 9.3A Specimens are stored in pest-free herbarium cabinets with intact, well-sealed gaskets.
- 9.4A Returning specimens to the home institution is paid for by the Gardens.

B. Outgoing Loans

- 9.1B Loans constitute a temporary, transfer of specimens to authorized institutions for scientific investigation (Appendix B, C). Authorized institutions are those registered with the Index Herbariorum.

- 9.2B Loans are not made to individuals except in rare cases and are at the discretion of the Head Curator.
- 9.3B Institutions must ensure adequate storage facilities for the specimens including pest-free herbarium cabinets with intact, well-sealed gaskets.
- 9.4B Only written requests for loans are accepted and must be made to and approved by the Head Curator.
- 9.5B Unless otherwise noted, loans are for one year. Extension of a loan requires a written request to the Head Curator and written approval by the Head Curator.
- 9.6B Requests for destructive sampling must be approved by the Head Curator or DBG Curator prior to sampling. Investigators must agree in writing to the destructive sampling policy.
- 9.7B Specimens should be returned with annotations.
- 9.8B Transfer of loans between institutions is not allowed.
- 9.9B No fees are charged for loans.
- 9.10B Loans must be returned promptly when requested, even if before expiration of initial loan agreement.
- 9.11B Loans of specimens or specimen documentation data to individuals for the purpose of financial gains will not be made.
- 9.12B Documentation on all loan transactions are recorded and retained in binders.

10. Exchanges

Exchanging duplicate non-accessioned specimens is standard practice among herbaria. The practice helps to safeguard the specimen and associated metadata in case of a disaster at one of the herbaria.

- 10.1 Decisions to initiate or curtail exchange agreements are at the discretion of the Head Curator.
- 10.2 Documentation on all exchange transactions are recorded and retained in binders (Appendix B).

11. Care & Maintenance

The Gardens is dedicated to appropriate collections stewardship according to current national standards and best practices, particularly as outlined by the American Alliance of Museums. Considerations include environmental conditions; handling and maintenance procedures; storage, exhibition, packing, transport, and use; pest management; and digitization.

A. Preservation

- 11.1A The Gardens' collections are cared for and maintained in conditions intended to preserve and extend their physical integrity. To this end, the Gardens has established minimum standards of care, including environmental restrictions and housing within appropriate archival quality storage materials.

- 11.2A Environmental conditions including humidity, light, and temperature are monitored and recorded in collections areas using environmental monitoring data loggers.
- 11.3A In conjunction with the other collection departments within the Denver Botanic Gardens (Herbaria, Library, and Horticulture) and the Operations Department, integrated pest management practices are utilized to monitor and mitigate collections pest issues and concerns.
- 11.4A The Gardens will maintain the highest possible standards of handling to preserve collections.
- 11.5A Activities involving the use of the collections carry risk to the objects' longevity and condition. The Gardens seeks to manage and mitigate this risk while balancing the need for reasonable access.
- 11.6A Based on the uniqueness, significance, monetary value, and condition of an item, objects may be selected to be conserved by a professional conservator.
- 11.7A All objects in the Gardens' collection will be covered by insurance.

12. Security


- 12.1 No one is permitted to use the herbaria in the absence of herbaria staff.
- 12.2 Research and Conservation staff reserve the right to inspect all bags, including purses, backpacks and packages, to ensure no herbaria materials are removed.

13. Risk Management

- 13.1 Refer to Denver Botanic Gardens Disaster Plan (September, 2007) for information including emergency instructions.
- 13.2 Off-site backups of electronic collections databases will be maintained to ensure data is preserved in the event on-site information is destroyed or lost.

This policy will be reviewed by Gardens staff as required to maintain an effective collection policy, but at minimum every five years. Substantive changes must be approved by relevant board committees and subsequently by the Board of Trustees. Staff can make changes to better articulate intended meaning.

Appendix A

	<p>Denver Botanic Gardens' Herbaria 1005 York Street Denver, CO 80206 (720) 865-3589</p>	<p>CERTIFICATE OF DONATION</p>	
<p>Donor's Name(s):</p>			
<p>Address:</p>		<p>Phone: () -</p>	
<p>City:</p>		<p>State:</p>	<p>Zip:</p>
<p>Email:</p>			

I/We convey to the Denver Botanic Gardens Herbarium the following item(s):

Description: *(use reverse side if necessary)*

as an unrestricted gift, and transfer legal title for the item(s) to the Gardens. I/We further agree that these items may be cleaned, conserved, exhibited and used in research as the Gardens sees fit. I/We understand that all donations are subject to review by the Herbarium's accession committee. I/We agree that any materials in this gift that are NOT accessioned into the Herbarium's collections may be used by the Gardens as it sees fit. I/We understand and agree that the materials conveyed shall be displayed at the discretion of the Gardens staff and will not necessarily be on public view. I/We understand that although my/our name will remain in the Gardens' permanent records as donor of these materials it will not necessarily be with these items if they are exhibited.

- By checking this box, I/we declare that any item(s) NOT accessioned into the Herbarium's collection shall be returned to the donor. *Note: if checked, notice will be given by EMAIL ONLY. It is not the responsibility of Herbarium staff to ensure receipt of this notice. Items not accessioned must be retrieved within two (2) weeks of notification. Items will NOT be returned to the donor via mail. After two weeks, all items will be declared abandoned and will become the property of the Gardens.*

PLEASE NOTE: According to IRS regulations, establishing a dollar value on donated items is the exclusive responsibility of the donor. Donor did not receive any goods or services in return for this donation.

Donor Signature(s): _____ Date: _____

Herbarium Representative: _____ Date: _____

Appendix B



Denver Botanic Gardens' Herbaria
1005 York Street
Denver, CO 80206, U.S.A.
720-865-3589

Permission for Shipment
Melissa Islam, Head Curator

Signature _____

Date: _____

SHIPPING NOTICE

We are sending to you, by library rate, the plants indicated below. Upon arrival of the shipment kindly Verify its contents and acknowledge receipt by signing and returning the duplicate sheet to us.

This material has been sent:

- _____ As a gift
- _____ On loan. Our loan # _____, due _____.
- _____ In return of borrowed material.
- _____ In exchange.
- _____ For examination at our request.

Loans are made for the period of one year with the option of renewal upon request. Each sheet upon return should bear an annotation label of good quality that includes species name, date, and institution.

Signed _____
Date _____



Denver Botanic Gardens Herbaria
Destructive Sampling of Herbaria Specimens
Policy Statement and Authorization Form

Gardens Herbaria are cared for and maintained in conditions intended to preserve and extend their physical integrity. The Gardens seeks to manage and mitigate this risk while balancing the need for reasonable access. Destructive sampling will be approved on a case-by-case basis by the Head Curator or Director of Research and Conservation. No material may be removed from specimens without prior consent of the Head Curator or Direction of Research and Conservation.

Destructive sampling is allowed only for supporting scientific research. Samples taken from herbarium specimens are not available for commercial gain, for example bioprospecting endeavors, screening for genes of agricultural interest, or any other potential commercial application. The researcher must have made a diligent and good faith effort to obtain appropriate material for extraction from other sources (field collections, horticultural sources, other herbaria, etc.). The researcher must have experience with laboratory techniques and characteristics of their group to insure a reasonable probability of success with the material.

As a condition of release of any material, each applicant agrees to abide by the conditions stated below.

1. Leaf material, pollen, spores, fungal tissue, flowers, fruits, etc. may be removed from specimens only when adequate material is available. Care must be taken not to damage the scientific value of the specimen.
 - a. If material is available in packets, this material should be used first.
 - b. Only the minimum amount of material needed may be taken.
2. Material may not be removed from type collections, historical specimens, or from taxa represented in the herbaria by less than three collections, except in rare instances, then only by herbaria staff.
3. Each specimen must be annotated indicating the material removed, the nature of the study, the researcher's name and institutional affiliation, the date and identification of the specimen accepted by the researcher.
4. Material may not be removed from a specimen for a second time if the nature of the study is the same. Exceptions may be made when there is additional leaf material or fungal tissue for DNA studies associated with the specimen.
5. To pass either material provided by the Gardens or extracted DNA to third parties approval must be obtained in advance. This action will require a new material transfer agreement with the third party approved by the Head Curator.



6. Acknowledge the Denver Botanic Gardens or using the appropriate herbarium acronym (KHD or DBG) and each individual collector of the material provided in each publication in which data is used. An electronic copy of the publication should be sent to the Head Curator or Director of Research and Conservation.
7. Register DNA sequences with GenBank/EMBL accession numbers. If no publication results from the study, accession numbers must be reported to the Head Curator.
8. Acknowledge the material is provided by the Gardens without any warranty of any kind whatsoever.
9. Denver Botanic Gardens reserves the right to request, at no cost to Denver Botanic Gardens, full access to DNA or sequence material or images originally obtained from Gardens specimens.

The Gardens reserves the right to refuse to provide samples from collections in its care for any reason, at its sole discretion.

I certify that I have read and understood the above restrictions and agree that I will conform to all of the regulations of Denver Botanic Gardens.

Accepted: _____
[Printed Name of Institution]

Research Investigator: _____
[Printed Name]

[Signature]

[Date]

[Taxa to be sampled]

Please return signed form to:

Denver Botanic Gardens' Herbaria
1005 York Street
Denver, CO 80206



LIBRARY COLLECTIONS MANAGEMENT POLICY

Board Approval: November 28, 2017

Previously Updated and Approved:
November, 2013
November, 2008

Collection Management Policy

Helen Fowler Library

Approved: Art Committee, May 23, 2016

Statement of Authority

Board-level authority sits with the Art Committee, consisting of appointed Board members; the Gardens' CEO; the Director of Exhibitions, Art & Interpretation; and as warranted, the Director of Education.

Collections Defined

- A. General Collection includes materials readily accessible to members, staff, and other visitors including circulating materials such as books and DVDs, fiction, adult and children's materials and non-circulating materials such as reference books and periodicals.
- B. Archives includes non-circulating materials that are unique, have special preservation concerns, and historical value no matter their format including materials about the Gardens such as records, marketing materials, correspondence, photographs, blueprints, etc.
- C. Special Collections includes other non-circulating materials including but not limited to books in the Herbarium collection, books written by Gardens' staff, and books written about the Gardens.
- D. Rare Books are books having an enhanced value as a result of significance, scarcity, age, condition, physical or aesthetic properties, and that fit within the collections collecting criteria, and within acquisitions subject guidelines.

Acquisitions

1. Purpose of Acquisitions

As the largest horticultural library serving the Rocky Mountain region and as a member of the Council on Botanical and Horticultural Libraries, The Helen Fowler Library strives to provide plant science resources and accurate information to users by collecting, organizing, preserving, and sharing subject-specific materials for current and future use, while supporting the mission of Denver Botanic Gardens to connect people with plants. The Helen Fowler Library acquires objects in order to:

- 1.1 Serve as a research center, both internally and externally, for horticulture, botany, plant conservation, botanical illustration, and related subjects
- 1.2 Encourage and support public interest in the natural world
- 1.3 Facilitate access to rare collections
- 1.4 Promote the exchange of information with similar institutional libraries.

2. Acquisitions Principles

- 2.1 The Gardens will not acquire objects unless they are legally available for acquisition. If the Gardens is in doubt, it will not proceed with the acquisition. Transferors and/or DBG should complete a written record to demonstrate that due diligence has been exercised in respect of title and provenance for rare books and special collections materials.
- 2.2 The Gardens will not accept, whether as gift, bequest, or purchase, any rare book or special collections material without confirmation of the donor, executor or seller that s/he owns the object, and is able to transfer it free from encumbrances. The Gardens will not acquire any object where it has reasonable cause to believe that the current holder is not legitimately entitled to retain the object or that the object was stolen, illegally exported, or illegally imported.
- 2.3 The Gardens will not buy books or other objects from any person or entity barred from transacting with DBG by applicable law, nor from its staff, Trustees, or business entities in which these individuals or their spouses/partners hold any beneficial interest.
- 2.4 The Gardens will not buy or accept gifts, bequests, or exchanges of rare books or other collection materials that bear restrictions on their display or use, unless, in the opinion of the CEO and Art Committee, the proposed restrictions are not deemed onerous or inappropriate and the Gardens' best interest is served by accepting them. The Gardens reserves the right to decline any donation, gift or bequest to the Library. Reasons for declining include, but are not limited to: the item(s) not meeting the goals for the collection; the expense of transporting, installing, storing or conserving the item(s); or the Gardens inability to store, protect, and preserve the item(s) to professional standards.
- 2.5 The Gardens will not provide an appraisal for a donated object. Items with an estimated value over \$5,000 must have a current appraisal upon presentation to the Gardens for acquisition consideration. All appraisal fees are the sole responsibility of the donors. Donations are tax deductible according to guidelines established by the U.S. Internal Revenue Service
- 2.6 The Library will not maintain gift collections as separate physical entities, except under extraordinary circumstances determined at the time of acceptance of gift. The Library will not accept gifts that bear restrictions on their display, publication, or other uses.
- 2.7 All donations of books and other printed matter for the general collection will be used at the discretion of the Head Librarian and may be incorporated into the Library collections, offered to other libraries, sold, or discarded.

3. Acquisitions General Criteria

- 3.1 Items which do not require Art Committee approval, including circulating books, periodicals, reference materials, special collections materials, archival collections, etc., are evaluated for acquisition by the Head Librarian based on the physical condition, relevance of the subject matter, strength or deficiency in subject area, accuracy, authority of author and contributors, reputation of publisher, permanence of the material, price, language (English-language preferred), reviews, staff recommendations, and relevance to Gardens initiatives.
- 3.2 Duplicate copies of monographs are generally not to be purchased given space limitations; however, exceptions are made for heavily used items or books in the reference collections.

- 3.3 Out of print materials are difficult to acquire, but upon request, appropriate effort will be made to collect suggested out-of-print items.
- 3.4 The Gardens must provide for the storage, protection, and preservation of acquired objects under conditions that ensure their availability for the Gardens' purposes and in keeping with accepted professional standards.

4. Acquisitions Subject Guidelines

Denver Botanic Gardens is a cultural institution blending art, science, and horticulture to achieve its mission to *connect people with plants*. For the benefit of its audience and the community, the Gardens is committed to sustaining and improving its collections according to best practices. The following criteria are used to acquire holdings for all collections.

- 4.1 Literature related to primary research activities of Garden staff such as plant conservation, world floras, environmental horticulture, invasive species modeling, plant biology, restoration ecology, soil ecology, mycology, and molecular genetics.
- 4.2 Reference materials regarding horticulture, botanical and plant science including dictionaries, encyclopedias, directories, thesauri, atlases, and other compendiums of information.
- 4.3 Books and other materials examining floras, with an emphasis on Rocky Mountain and international floras.
- 4.4 Books and other materials related to plant conservation, native habitats, garden development and maintenance, ornamental and landscape design, plant exploration plant culture, art in the landscape, and botanical illustration.
- 4.5 Rare and unique pre-1900 imprints and select later limited editions that address horticulture, botany, and plant science as well as other subjects covered in the library's collection.
- 4.6 Historical materials related to Denver Botanic Gardens and horticulture/botany in the Rocky Mountain region.
- 4.7 Books and other materials written by Gardens' staff, published by the Gardens, having some artefactual value to the Gardens, or written specifically about the Gardens.

5. Acquisitions Process

The Library will notify the Garden's Development office for all gifts of value. Donors will fill out and sign the Gardens' In-Kind Donation form which will be kept on file with the Development office.

A. General Collection

- 5.1A The process for accepting and acquiring is outlined in the Library's operating procedures. Typically book requests are directed to the Head Librarian for consideration, which are then evaluated relative to the Library's governing subject guidelines and other holdings.
- 5.2A Donations of books and other printed matter for the general collection will be used at the discretion of the Head Librarian and may be incorporated into the collections, offered to other libraries sold, or discarded.

B. Archives

- 5.3B Historical records, photographs, objects, pamphlets, etc. documenting the history of the Gardens shall be collected at the discretion of the Head Librarian.
- 5.4B Collections are considered in-kind donations and may not be purchased.
- 5.5B No more than two copies of Gardens' collateral, such as event brochures, maps, and other advertisements, shall be collected.
- 5.6B The Head Librarian will consider processing, space requirements, and conservation/preservation and related monetary support as well as subject collection guidelines when evaluating the acceptance of an archival donation.
- 5.7B Materials are generally kept in perpetuity as a record of the history of the Gardens.

C. Special Collections

- 5.8C The Head Librarian shall acquire and accession any books and other works published by the Gardens, written by Gardens' staff, or where the subject matter is substantially about the Gardens.
- 5.9C At least one copy of published materials will be cataloged and added to the Special Collections and stored appropriately.
- 5.10C Additional copies of special collection materials may also be acquired, cataloged, and added to the general and reference collections as deemed necessary by the Head Librarian.
- 5.11C Special collections materials are treated as archival collections in that they reflect the history of the Gardens and may require special preservation methods. Materials are generally kept in perpetuity as a record of the history of the Gardens.
- 5.12C Previously accessioned materials located in other library collections that fit the selection criteria for Special Collections, may be removed from their old location and added to the Special Collections.

D. Rare Books

- 5.13D The Director of Exhibitions and CEO recommend new acquisitions to the Art Committee for the Collection. Neither can unilaterally accept gifts for the Gardens. In recommending a new acquisition, the Director of Exhibitions must include information provided via the Head Librarian about processing, space requirements, conservation, preservation, and related monetary support.
- 5.14D The Art Committee, which consists of selected members from the Board of Trustees, the Gardens' CEO, the Director of Exhibitions and others as warranted meets to review proposed acquisitions as needed and formal approval or declination is made. Outcomes of the meeting are documented.

6. Content Management and Recordkeeping

The Library makes every effort to maintain collection records following current professional library standards.

- 6.1 As is deemed appropriate and as technology and budget funding allow, collection records will be made accessible to library visitors.

- 6.2 Library staff uses content management programs to catalog and circulate books, perform inventories of collections, track patron data, and generate statistical reports.
- 6.3 The Library follows current accepted practices and procedures for cataloging all collections.

7. Access and Use

The Library maintains regular hours for public access to general collections. The collections shall be accessible for research and study, dependent on procedural restrictions. These restrictions include but are not limited to: the need to safeguard the items, limitations of study space and facilities, availability of appropriate collections staff, unprocessed collections, etc. Access to collections or collection records can be denied if such access may create a substantial risk of harm, theft, or destruction of said objects or of the area or place where the objects are stored.

A. General Collection

- 7.1A Gardens staff, members in good standing, and long-term volunteers may check out up to 10 items at a time from the Library's general collection.
- 7.2A All library patrons are individually responsible for material on loan. The borrower – staff, volunteer, or Gardens member – will be responsible for the entire replacement costs of damaged or lost materials.
- 7.4A An item is considered lost if it has not been returned by a member or long-term volunteer one year from the original check out date or two years for current Gardens staff.
- 7.5A Members and other Library users with outstanding fees will not be allowed to borrow books from the Library until all charges have been paid.
- 7.6A Periodicals are utilized in the Library and do not circulate. Occasional exceptions for Denver Botanic Gardens staff are made by the Head Librarian.
- 7.7A The library makes general collection materials available to other libraries through the interlibrary loan.

B. Archives

- 7.8B Collections access is granted by advance appointment with the Head Librarian.
- 7.9B Collections are to be retrieved by library staff or collections curators.
- 7.10B Storage areas are not accessible to the public without prior approval by the Head Librarian.
- 7.11B Due to the extreme fragility and value of the objects and in keeping with professional standards, the Library does not typically loan archival materials for off-site or out-of-library exhibition and display. However, under unusual circumstances and at the discretion of the Head Librarian and the Director of Exhibitions, the Library may consider exceptions to lend objects to another museum or like institution for exhibition.

C. Special Collections

- 7.12C Collections access is granted by advance appointment with the Head Librarian.
- 7.13C Collections are to be retrieved by library staff or collections curators.
- 7.14C Storage areas are not accessible to the public without prior approval by the Head Librarian.

D. Rare Books

- 7.15D Collections access is granted by advance appointment with the Head Librarian.
- 7.16D Collections are to be retrieved by library staff or collections curators.
- 7.17D Storage areas are not accessible to the public without prior approval by the Head Librarian.
- 7.18D Due to the extreme fragility and value of the objects and in keeping with professional standards, the Library does not typically loan rare books for off-site or out-of-library exhibition and display. However, under unusual circumstances and at the discretion of the Head Librarian and the Director of Exhibitions, the Library may consider exceptions to lend objects to another museum or like institution for exhibition.
- 7.19D All potential borrowers must submit an American Alliance of Museums (AAM) Standard Facilities Report or the equivalent to ensure that environmental and security conditions fall within the parameters recommended by museum standards for collections care and display.
- 7.20D Consideration is based on the following criteria: the need for the object, the purpose and length of the exhibition, the condition and value of the object, risk to the object posed by travel and exhibition, the method of display, the facilities, security, and environmental conditions of the site (including within the Gardens), and the anticipated need of the item for the Library's own research or exhibition purposes.
- 7.21D Offsite display for any site or purpose requires assessing the condition and preparing items for exhibition. This may include conservation treatment, matting, framing and the manufacture of special boxes or display cradles; packing and crating; and insurance arrangements for borrowed item while in transit and at the proposed site.

8. Deaccession & Disposal

Deaccession is the formal process of removing an object from the collection register, catalogue, or database. The purpose of deaccession is to strengthen and preserve the collection and objects themselves.

- 8.1 Appropriate methods of disposal are determined by the Head Librarian and appropriate Gardens' staff.
- 8.2 The Library's preferred method of disposal is donation to libraries at other botanic gardens, arboreta, educational institutions, and museums. Other common methods of disposal are:
 - Sale* – The object may be sold in the Library's ongoing used book sale. All proceeds from book sales are used to further the mission of the Library.
 - Exchange* – The object may be exchanged with another repository or educational organization.
 - Discarding* – If an object has deteriorated or been damaged beyond repair, poses a health or safety hazard, or holds neither intrinsic nor monetary value, it may be deliberately destroyed or discarded.
- 8.3 No staff member, volunteer, Board Member, or their affiliations shall materially benefit from the disposal of an object.
- 8.4 Materials removed from the collection will be processed and marked to show they have been withdrawn from the collection.
- 8.5 All records of deaccessioned materials will be updated to reflect current levels of accuracy.

- 8.6 If the object was a gift or bequest, donors or their heirs will be notified, when possible, of the Gardens' intention to deaccession the object. Unless contractually or legally obligated, such notification is a courtesy and does not constitute a request for permission to dispose of the object nor shall a donor necessarily be given preferential treatment in reacquiring the object.

A. General Collection

- 8.7A Criteria for withdrawal are evaluated by the Head Librarian and may include later editions that make a given work out-of-date and technically inappropriate; copies in poor condition; multiple copies exist in the collection and their use does not warrant the need for extra copies of the same work; and items with subject matter unrelated to the research, collection, and mission of the Library and Gardens.
- 8.8A The Head Librarian will periodically assess general collections to determine deaccession needs.
- 8.9A Each item removed from the collection will clearly be marked "Withdrawn" before disposal.

B. Archives

- 8.10B Criteria for withdrawal are evaluated by the Head Librarian and may include items with subject matter unrelated to the research, collection, and mission of the Library and Gardens, the condition of material poses danger to other collections (e.g., mold damage or insect infestation), or multiple copies exist in the collection and their use does not warrant the need for extra copies of the same work.

C. Special Collections

- 8.11C Criteria for withdrawal are evaluated by the head Librarian and may include later editions that make a given work out-of-date and technically inappropriate; copies in poor condition; multiple copies exist in the collection and their use does not warrant the need for extra copies of the same work; and items with subject matter unrelated to the research, collection, and mission of the Library and Gardens.
- 8.12C The Head Librarian and relevant staff will periodically assess the special collections for relevance, excessive copies, future use, and other criteria to determine deaccession needs.
- 8.13C Each item removed from the collection will clearly be marked "Withdrawn" before disposal.

D. Rare Books

- 8.14D Criteria for withdrawal may include items with subject matter unrelated to the research, collection, and mission of the Library and Gardens; the condition of material poses danger to other collections (e.g., mold damage or insect infestation); or multiple copies exist in the collection and their use does not warrant the need for extra copies of the same work.
- 8.15D The Art Committee meets to review proposed deaccessions as needed.
- 8.16D The Director of Exhibitions and CEO recommend the deaccession of an object to the Art Committee. In recommending a deaccession, the Director of Exhibitions must provide

information from the Head Librarian about rationale in the deaccession proposal and its legal availability for deaccessioning and disposal.

- 8.17D The Art Committee, which consists of selected members from the Board of Trustees, the Gardens' CEO, Director of Exhibitions, and others as warranted, meets to review proposed deaccessions as needed. The Committee considers the deaccession and formal approval or declination is made. Minutes of the meeting are kept and circulated to the Board of Trustees.
- 8.18D Deaccessioned rare books may not be purchased by a Denver Botanic Gardens staff member, volunteer, or Board member.
- 8.19D The method of disposal must be in accordance with the donation or bequest agreement if stated, approved by the Gardens' CEO and documented. Disposal of deaccessioned objects shall take place in a timely fashion.

This policy will be reviewed by Gardens staff as required to maintain an effective collection policy, but at minimum every five years. Substantive changes must be approved by relevant board committees and subsequently by the Board of Trustees. Staff can make changes to better articulate intended meaning.



ART COLLECTIONS MANAGEMENT POLICY

Board Approved: November 28, 2017
Updated September 20, 2017

Previously Updated and Approved:
November, 2013
November, 2008

Collections Management Policy

Art

Approved: Art Committee, September 28, 2017

Statement of Authority

Board-level authority sits with the Art Committee, consisting of appointed Board members, the Gardens' CEO, and Director of Exhibitions, Art & Interpretation. The overall implementation and evaluation of the art collections policy (and related plan) is overseen by the Director of Exhibitions, Art & Interpretation; the Associate Director of Exhibitions, Art & Interpretation; the Manager of Exhibitions and Art Collections; and the Exhibitions and Art Collections Coordinator.

1. Purpose of Acquisitions

Denver Botanic Gardens is a cultural institution blending art, science, and horticulture to achieve its mission to *connect people with plants*. For the benefit of its audience and the community, the Gardens is committed to sustaining and improving its collections according to best practices. The Gardens acquires art objects in order to:

- 1.1 Maintain and improve the aesthetic and cultural record of its own history
- 1.2 Encourage visitors to connect the stories of their own lives with the stories of the Gardens and its representative local and global narratives through collections within the large disciplines of science and art
- 1.3 Engage and attract new audiences through exhibitions offering artistic and aesthetically oriented avenues for connection
- 1.4 Educate, inform, entertain, and inspire existing audiences in new ways.

2. Acquisitions Principles

- 2.1 The Gardens will not acquire objects unless they are legally available for acquisition. If the Gardens is in doubt it will not proceed with the acquisition. Transferors and/or DBG should complete a written record to demonstrate that due diligence has been exercised in respect of title and provenance.
- 2.2 The Gardens will not collect ethically problematic objects regardless of their legal availability, including human remains, regardless of their relevance to the collection or institutional history.
- 2.3 The Gardens will not accept, whether as gift, bequest, or purchase, any object without confirmation of the donor, executor or seller that s/he owns the object, and is able to transfer it free from encumbrances. The Gardens will not acquire any object where it has reasonable cause to believe that the current holder is not legitimately entitled to retain the object or that the object was stolen, illegally exported, or illegally imported.
- 2.4 The Gardens will not buy works of art or other objects from any person or entity barred from transacting with DBG by applicable law, nor from its staff, Trustees, or business entities in which these individuals or their spouses/partners hold any beneficial interest.
- 2.5 The Gardens will not buy, or accept the gift, bequest, or exchange of, works of art or other objects that bear restrictions on their display, access, disposal or management (unless, in the opinion of the advised CEO, the Art Committee and the Gardens' Board of Trustees, the proposed restrictions are not deemed onerous or inappropriate and the Gardens' best interest is served by accepting them.) The Gardens will seek to attain copyright and related intellectual property

- rights (or the appropriate permissions) for accessioned objects where possible.
- 2.6 The Gardens reserves the right to decline a gift or bequest if the costs of its transportation, installation, storage, or conservation are prohibitive, or if it does not meet the goals for the Collection. The Gardens also reserves the right to decline a gift or bequest if it is unable to provide for its storage, protection, and preservation to professional standards within existing facilities and conditions.
 - 2.7 The Gardens will not maintain gift collections as separate physical entities, except under extraordinary circumstances determined at the time of acceptance of gift.
 - 2.8 The Gardens will not provide an appraisal for a donated object. Items with an estimated value over \$5,000 must have a current appraisal upon presentation to the Gardens for acquisition consideration. All appraisal fees are the sole responsibility of the donors. Donations are tax deductible according to guidelines established by the U.S. Internal Revenue Service
 - 2.9 Objects found in the Gardens' collections that lack records or provenance may be acquired as abandoned property, if all appropriate legal action has been exhausted, ownership cannot be identified, and the object's known history is consistent with legal definitions of abandoned property.

3. Acquisitions Criteria

- 3.1 Art objects are recommended to the Art Committee for acquisition when said objects are relevant to and consistent with the purposes and activities of the Art Collection as stated above. Objects are additionally evaluated for recommendation based on physical condition, relevance to collection, and ability of the Gardens to fully care for them within existing facilities.
- 3.2 The Gardens must be able to provide for the storage, protection, security, appropriate processing, and preservation of all acquired objects under conditions that ensure their availability for the Gardens' purposes and in keeping with accepted professional standards.

4. Acquisitions Process

- 4.1 The Art Committee, which consists of selected members from the Board of Trustees, the Gardens' CEO, and the Director of Exhibitions, meets to review proposed acquisitions as needed. Outcomes of the meeting are documented.
- 4.2 The Director of Exhibitions and CEO recommend new acquisitions to the Art Committee for the Collection; neither can unilaterally accept gifts or bequests for the Gardens. In recommending a new acquisition, the Director of Exhibitions must provide information about processing; space requirements; transportation; insurance; security risk; conservation/preservation and required financial support.
- 4.3 If the above proposal involves placement within a garden, the Director of Exhibitions and the CEO will consult with the other members of Gardens' Leadership staff prior to recommendation.
- 4.4 The Committee considers the impact on overall Gardens' resources as well as the Garden' ability to care for the object, and formal approval or declination is made.
- 4.5 If the acquisition is a donated object or bequest, the donor will then sign a Letter of Receipt and a formal Gift Agreement, which will become part of the Object File as well as part of the Gardens' Development Department records.
- 4.6 Once the object has been approved for acquisition and the deed of gift signed or the sale completed, the item may be formally accessioned. The accession process includes creating a permanent catalog record for the object. Not all acquired objects should or will be accessioned, depending on their intended use. Items with educational merit that do not meet criteria for formal accessioning into

- the permanent collection can be placed in the Education Collection according to the Education Collection Policy. This does not require Board approval. (See Education Collection Policy).
- 4.7 In the event of a monetary or financial gift/bequest with restrictions intended to be used for Art acquisition or otherwise used for the Art collection, the Director of Development must present the opportunity to the CEO and Director of Exhibitions, Art & Interpretation. The opportunity will be subject to review, recommendation, and Art Committee approval as described above for acquisitions before the gift or bequest may be accepted for the purpose of acquiring or commissioning a work for the collection.
- 5. Content Management and Recordkeeping**
- 5.1 Art objects are cataloged, managed, and tracked within the digital collections database as well as within their corresponding object files. This database represents an accurate and complete record of all art objects within current object inventories. Physical inventorying of objects within the art collection is a continuous and ongoing process.
- 5.2 All accessioned objects are assigned a unique accession number.
- 5.3 See the Procedures Manual for detailed information on the numbering system and related cataloging content potentially including provenance research, acquisition source, legal and custody status, physical description, location, exhibition history, photography, condition reports, loans, conservation work, or publication.
- 5.4 Confidential information such as shipping and insurance histories, appraisals, tax documents, purchase orders, donor addresses, and telephone numbers is restricted and may be available only to certain members of the professional staff as needed.
- 5.5 Collections and object registration records must not be dispersed or destroyed except in accordance with the Gardens' record retention policy.
- 6. Deaccession**
- Denver Botanic Gardens is a cultural institution blending art, science, and horticulture to achieve its mission to *connect people with plants*. For the benefit of its audience and the community, the Gardens is committed to sustaining and improving its collections according to best practices. The purpose of deaccession is to strengthen and preserve the collection and objects themselves.
- A. Deaccession Criteria**
- The Gardens may deaccession an art object because:
- 6.1A The object is no longer relevant to the mission of the Gardens or to the Gardens' Art collection
- 6.2A The object is redundant or a duplicate and is not needed for research or educational purposes.
- 6.3A The object is of lesser quality than other objects of the same type that are already in the collection or that are about to be acquired.
- 6.4A The object has been found to lack sufficient aesthetic merit, value, or historical importance to warrant retention.
- 6.5A The object is in irredeemably and unusably poor condition, or preservation of the object in poor condition is more costly than its aesthetic or historic value, or the object can be replaced by a comparative one at less cost than conservation.
- 6.6A The Gardens is unable to preserve, secure, or store the object in accordance with professional standards.

- 6.7A The object is unduly difficult or impossible to care for or store properly, or poses a threat to the rest of the collection.
- 6.8A The legal status of the object is problematic, or the object is inauthentic

B. Deaccession Process

- 6.1B The Director of Exhibitions and CEO recommend the deaccession of an object to the Art Committee. In recommending a deaccession, the Director of Exhibitions must provide information about rationale in the deaccession proposal and its legal availability for deaccessioning and disposal.
- 6.2B The Art Committee, which consists of selected members from the Board of Trustees, the Gardens' CEO, and Director of Exhibitions meets to review proposed deaccessions as needed. The Committee considers the deaccession and formal approval or declination is made. Outcomes of the meeting are documented.
- 6.3B Deaccessioned material may not be purchased by a Denver Botanic Gardens staff member, volunteer, or Board member, nor may these parties or their affiliations benefit from the disposal of an object.

C. Proceeds

- 6.1C The Gardens will place all net proceeds (proceeds less out-of-pocket expenses) from the sale of deaccessioned artworks into art collections care. Funds will be utilized for direct care of collections, including conservation of collections objects, the improvement of housing, display, or storage, or acquisitions.
- 6.2C No staff member, volunteer, Board Member, or their affiliations shall benefit from the disposal of an object.

D. Disposal of Accessioned Objects

- 6.1D If the object was a gift or bequest, donors or their heirs will be notified, when possible, of the Gardens' intention to deaccession the object. Unless contractually or legally obligated, notification is a courtesy and does not constitute a request for permission to dispose of the object, and the donor shall not necessarily be given preferential treatment in reacquiring the object.
- 6.2D The method of disposal must be in accordance with the donation or bequest agreement if stated, approved by the Gardens' CEO, and documented. Disposal of deaccessioned objects shall take place in a timely fashion.
- 6.3D Pending the terms of acquisition, appropriate methods of disposal may be:

Sale: The object may be sold privately or at public auction.

Donation: The object may be donated to another repository or educational organization.

Exchange: The object may be exchanged with another repository or educational organization.

Destruction: If an object has deteriorated or been damaged beyond repair, poses a health or safety hazard, poses a threat to collection, is determined to be a fake or forgery, or holds neither intrinsic nor monetary value, it may be deliberately destroyed.

7. Access & Use

The art collections shall be accessible for research and study by responsible investigators, subject to procedures necessary to safeguard the objects, and to

restrictions imposed by limitations of exhibition requirement, availability of study space and facilities, and availability of appropriate collections staff as determined by the Director of Exhibitions or reporting managers. Access to collections or collection records can be denied if such access may create a substantial risk of harm, theft, or destruction of such objects or of the area or place where the objects originated.

A. Requests

- 7.1A The Director of Exhibitions may require a written request, stating which objects are to be examined, the method of examination, and the reasons for the examination.
- 7.2A Requests for access by individuals not acting in a formal research capacity will be honored at the discretion of the Director of Exhibitions.
- 7.3A Collections storage areas are not accessible to the public or non-authorized staff. In the event that non-collections staff requires access to collection storage facilities (for repairs, pest remediation, inspection, etc.), persons must be accompanied by appropriate collections Gardens staff at all times. Photography and scanning of non-displayed objects by non-Gardens staff is strictly regulated.

B. Confidential Information

- 7.1B The Gardens' collection registration records are not a public record and are considered confidential information. The Director of Exhibitions or reporting managers may provide portions of registration records to qualified researchers, but restrict access to information on donor, location, and value.

C. Other Uses

- 7.1C At the discretion of the Director of Exhibitions, select objects may be made available for scholarly media use including educational films, electronic media, or still photography for scholarly publications or like on-site supervised uses.
- 7.2C At the discretion of the Director of Exhibitions and with administrative approval, objects or their images may be made available for reproduction or replication for commercial use. Collections staff, shall be the judge(s) of quality control, selection. Such commercial use shall be for the benefit of the collections and consistent with this collection policy.
- 7.3C Copyright for reproduction of Gardens' collection objects not under copyright with another entity will remain the property of the Gardens.

8. Loans

A. Incoming Loans for On-site Exhibition

The purpose of a loan is to enhance the mission of the Gardens by enabling display and interpretation of objects which the Gardens does not hold. Loans to the Gardens should augment the institution's purpose, including broadening its reach to diverse and new audiences. The Director of Exhibitions makes recommendations that the Gardens lend or borrow objects from an artist, private collector, institution, or government entity; final approval rests with the CEO. Loans from individual artists, particularly botanical illustrators, do not require administrative approval. The Gardens will not accept "permanent loans."

- 8.1A The Gardens will borrow items from other institutions for exhibition using a properly executed loan form and/or exhibit contract with checklist.
- 8.2A The Gardens will only borrow objects for which the Gardens can provide care under the same standards as its own collections and will maintain the highest possible standards for safe handling and installation.

- 8.3A Borrowed objects to be displayed outdoors are understood to incur a degree of unavoidable risk due to weather, climate, flora and fauna, and visitors. Risk to borrowed objects will be mitigated where possible by Gardens collections staff.
- 8.4A All incoming loaned objects will be examined for condition, documented, photographed, and assigned unique numbers for tracking. Borrowed objects may additionally be tracked using the collections database.
- 8.5A Borrowed items will be examined for condition and damage at the end of the exhibition, prior to return to the lender. Reports on the incoming and outgoing condition of borrowed objects will be available only to their owners or for insurance purposes.
- 8.6A All borrowed objects will be fully insured by the Gardens while on site at the Gardens or while in Gardens transportation per insurance values provided by the lender, unless agreed in writing otherwise.
- 8.7A The Gardens does not accept items on permanent loan, except in unusual and exceptional circumstances. Typical loan duration is for a year or less.
- 8.8A Per Colorado law, property is generally presumed abandoned five years from the date of the last contact. If a loan is abandoned, DBG reserves the right to turn the property over to the state, managed by the Unclaimed Property Division of the Colorado State Treasury.

B. Loans for Traveling Exhibitions

- 8.1B The Gardens will borrow art items for the purpose of creating traveling exhibitions to loan to other institutions.
- 8.2B All incoming loaned objects will be examined for condition, documented, photographed, and assigned unique numbers for tracking. Borrowed objects may additionally be tracked using the digital collections database.
- 8.3B Borrowed items will be examined for condition and damage at the end of the exhibition, prior to return to the lender.
- 8.4B All borrowed objects will be fully insured by the Gardens while on site at the Gardens or while in Gardens transportation per insurance values provided by the lender, unless agreed in writing otherwise. Lenders will be advised of further insurance arrangements while their work is off-site.
- 8.5B The Gardens will only borrow objects for which the Gardens can provide care under the same standards as its own collections, and for which the borrowing institution can provide the same standards of care.

C. Outgoing Loans from the Gardens' Permanent Collections

- Loans from the Gardens extend the institution's purpose outside the walls, promoting awareness and public exposure of the Gardens' permanent collections.
- All loans require properly executed loan forms and registration records. The Gardens will not grant "permanent loans."
- 8.1C The Gardens may lend art objects from its permanent collections for exhibition in another museum or like institution or to qualified conservators for conservation.
 - 8.2C Objects shall not be lent to individuals except under special circumstances and with the approval of the Director of Exhibitions. Before lending to individuals every effort must be made to identify an institutional affiliation or endorsement for the person. If an affiliation is impossible to establish, then written reasons must be stated with the loan form.
 - 8.3C Potential borrowers may be required submit an American Alliance of Museums (AAM) Standard Facilities Report to ensure that environmental and security conditions fall within the parameters recommended by museum standards for collections care and display. Loans may be made to other institutions only if the

- Director of Exhibitions is assured that the object will be cared for and displayed in a manner which meets or exceeds the same level of care Denver Botanic Gardens provides and/or meets or exceeds AAM's collections care standards.
- 8.4C Approval is considered based on the following criteria: the need for the object, the purpose and length of the exhibition, the condition and value of the object, risk to the object posed by travel and exhibition, the method of display, the facilities, security, and environmental conditions of the site (including within the Gardens), and the anticipated need of the item for the Gardens' own research or exhibition purposes.
- 8.5C Offsite display for any site or purpose require assessing the condition and preparing items for exhibition. This may include conservation treatment, matting, framing and the manufacture of special boxes or display cradles; packing and crating; and insurance arrangements for borrowed item while in transit and at the proposed site.
- 8.6C The term of a loan from the Gardens is a maximum of one year. For extended loans, the period may be extended for a year on a year-to-year basis, but for no longer than three years. Loans from the Gardens will be executed via loan form.
- 8.7C Materials placed on loan by the Gardens will be assigned an insurance value prior to shipment. Objects loaned to other institutions must be fully covered by their insurance while on their sites or during transportation with their staff or representatives, per insurance values provided by the Gardens.
- 8.8C Some objects in the Gardens' art collection are not available for loan, including unprocessed collections, objects of unclear legal status, and items too fragile or environmentally sensitive to travel.

D. Exchange Loans

- 8.1D Exchange loans may be made for the mutual benefit of the institutions, or a lending institution may request a loan to fill the resulting gap in its permanent exhibition from an institution borrowing an important work.
- 8.2D Exchange loans may be reciprocal loans for long or short periods, or they may be used when an object requested for loan must be replaced at the lender's site for the duration of the loan. They are handled in the same fashion and with the same restrictions as other outgoing or incoming loans, with loan contracts to document the transaction.

9. Care & Maintenance

The Gardens is dedicated to appropriate collections stewardship according to current national standards and best practices, particularly as outlined by the American Alliance of Museums. Considerations include environmental conditions; handling and maintenance procedures; storage, exhibition, packing, transport, and use; pest management; digital preservation; and digitization.

A. Preservation

- 9.1A The Gardens' collections are cared for and maintained in conditions intended to preserve and extend their physical integrity. To this end, the Gardens has established minimum standards of care, including environmental restrictions, housing within appropriate archival quality storage materials, and digital preservation techniques
- 9.2A Environmental conditions including humidity, light, and temperature are monitored and recorded in collections areas using environmental monitoring data loggers.

- 9.3A In conjunction with other collection departments within Denver Botanic Gardens (Herbaria, Library, and Horticulture) and the Operations Department, integrated pest management practices are utilized to monitor and mitigate collections pest issues and concerns.
- 9.4A The Gardens will maintain the highest possible standards of handling and installation to preserve collections objects.
- 9.5A Activities involving the use of the collections carry risk to the objects' longevity and condition. The Gardens seeks to manage and mitigate this risk while balancing the need for reasonable access.
- 9.6A Based on the uniqueness, significance, monetary value, and condition of an item, objects may be selected to be conserved by a professional conservator.
- 9.7A All objects in the Gardens' collection will be covered by insurance.

10. Security

- 10.1 No one is permitted to access collections in the absence of collections staff.
- 10.2 Art collections are housed separately locked and secured spaces.

11. Risk Management

- 11.1 Refer to Denver Botanic Gardens Disaster Plan (September, 2007) for information including emergency instructions.
- 11.2 Off-site backups of electronic collections databases will be maintained to ensure data is preserved in the event on-site information is destroyed or lost.

Glossary

Accession/Accessioning: the process of creating a formal, unique, and permanent numbered record of an object for which the Museum has custody, right, or title to add that object to the Gardens' permanent collection.

Acquisition: The discovery and negotiation for custody and title of potential additions to the Museum's collections, whether through sale, gift, or bequest.

Deaccession / Deaccessioning – The formal process of removal of an object from the collection register, catalogue, or database.

Disposal – The physical removal of the object from the organization via sale, exchange, destruction, or other transfer of the object.

Education Collection: Education Collections contain items adapted into active use, hands-on demonstrations, and educational functions. Overall, these collections consist of reproductions, restorations, period artifacts, specimens that may not be accompanied with appropriate data/documentation to serve a scientific purpose, or items of educational value not necessarily tied directly to mission or program priorities. Other criteria include: the Gardens has multiple representatives (better condition) in permanent collections, or the object has some damage that makes it less significant or not suitable for inclusion in permanent collections. Every effort is made to prolong the life of artifacts in the Education Collections by according them secure environments as objects in permanent collections, and by training volunteers in proper methods of handling and care. Use may affect their condition, so objects may be restored and repaired to help prolong their interpretive life, as wear, breakage and possible loss of these items is expected. Objects may be common and readily available on the market for purchase or by donation to the Gardens. The Education Collections are not accessioned into the Gardens' permanent collection and the two shall be maintained separately. The Art

Education Collection includes ephemeral items; 2D and 3D artworks; reproductions; and other cultural materials.

Approved Collections Documents

Cataloguing Manual (7/26/2016)
Collections Gift and Acknowledgement Form (3/3/2014)
Deaccession Recommendation Form (11/15/17)
Exhibition Contract and Artist Agreement (6/6/2017)
Incoming & Outgoing Condition Report Form (3/30/2017)
Incoming Loan Agreement (6/6/2017)
Loan Request Form (9/7/2017)
Outgoing Loan Agreement (8/29/2016)
Permanent Custody Transfer Receipt (7/15/2016)
Temporary Custody Transfer Receipt (2/10/2016)
Travelling Exhibition Agreement Template (6/8/2016)

This policy will be reviewed by Gardens staff as required to maintain an effective collection policy, but at minimum every five years. Substantive changes must be approved by relevant board committees and subsequently by the Board of Trustees. Staff can make changes to better articulate intended meaning.

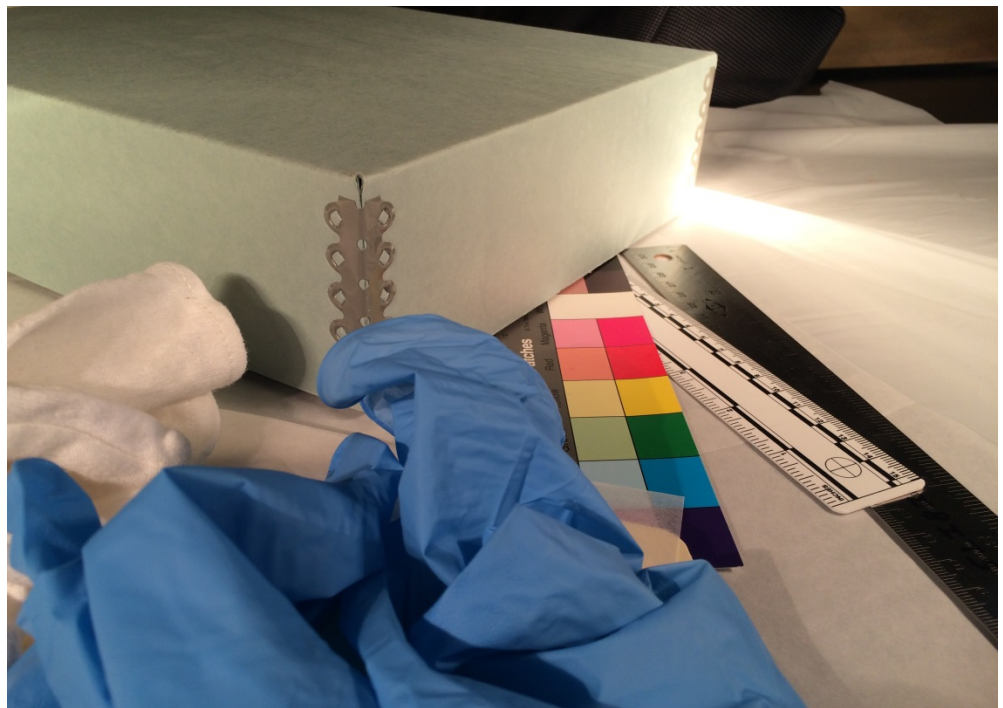
Sources

American Association of Museums, *National Standards and Best Practices for U.S. Museums*. Washington, DC: AAM, 2008.

Buck, Rebecca A. and Jean Allman Gilmore, eds. *The New Museum Registration Methods*. Washington, DC: AAM, 1998.

Reibel, Daniel B. *Registration Methods for the Small Museum*, 3rd ed. Walnut Creek, CA: Altamira Press, 1997.

DENVER BOTANIC
GARDENS
CATALOGING



7/26/2016

A Manual for DBG Collections

Cataloging

A MANUAL FOR DBG COLLECTIONS

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1 | OBJECT HANDLING

Introduction to Object Handling

Prepare Yourself

- Remove any jewelry; belt, especially those with a buckle; backpacks and any objects in your pockets that could catch or abrade an object, such as keys. Place your ID badge in a area where it cannot bump into the object when you carry it or bend over it.
- If you have long hair, make sure it is pulled back and/or tucked in to your clothing.
- Put on nitrile gloves. Change gloves as needed – when gloves get dirty from touching things, that dirt will deposit onto the next items you touch.

Prepare Your Area

- Have equipment and supplies that you will need handy, such as gloves, blankets, baggies, dust masks, acid-free tissue, ethafoam, etc.
- Never set artifacts directly on the floor or a table - use packing blankets or ethafoam to pad the table.
- Make sure that you have a clean and orderly work surface. Less clutter means less things to bump into. A clean work area will keep dirt and soil from depositing on the artifacts.
- Write with pencils only around museum objects – pens are not allowed around collections objects
- No food, drinks (including water), or plants are allowed around museum objects

Plan Ahead

- Plan how you will get the object from point A to point B. Prepare the receiving area: is it padded, clean and without clutter?
- Avoid lifting objects up and over other objects. You may need to plan on moving another object or objects that are in front of your intended object to accomplish this. Have the appropriate cart or table ready to set down these objects temporarily.
- If you have to use a ladder (never a chair) to reach your objects, have another person ready to receive the object. Make sure the ladder is secure before stepping on the first rung.

Assess the Object

- Assess the condition of the object before you touch it. Review any available notes on the object's condition. Some condition reports will have handling instructions - follow them. Check the object for insecurities, fragile areas, weak points, stress points, previous repairs, etc. Usually the most stable position to carry or transport an object is the display position, but this is not always the case, so be cautious.
- Consult collections staff if you have any questions about proper handling or transport of a particular object before you move it.

Handling the Object

- Move objects only when necessary. Is there another way of getting the information you want or accomplishing your task without moving the object?
- Move one object at a time, no matter how small. Do not carry one small object in each hand – instead use a padded box on a cart with padding between the objects to keep them from abrading each other.
- Use two or more people or more if there is any question about the size or awkwardness of the object. Always have one more person than you think you need - someone needs to watch out for door frames, corners, ceiling beams or people.
- Never lift an object by a protruding part. This may include handles, spouts, arms, straps, hinged lids, etc., even if the object in conventional use would be lifted that way (i.e., lifting a teapot by the handle). Protruding parts are usually the weakest part of an object.
- Always support objects with two hands. Using both hands, support the object from underneath.
- Secure any loose pieces. Tie them down with twill tape if necessary.
- Carry removable parts separately from the object. Lids should be removed and transported separately.
- Refrain from working over objects.

Transporting the Object

- Carry museum objects as short a distance as possible.
- Use carts or dollies to transport objects longer distances. Do not overload carts or let pieces hang over the edge. Stabilize artifacts with weights or tissue if they are wobbly. Drive the cart slowly and carefully to avoid vibration. Use two people if necessary, especially through crowded or narrow areas.

What if Something Gets Broken?

- No matter how carefully you prepare and plan, we are all human and objects may get broken or damaged.
- Report the damage immediately to the collections staff.
- If at all possible, leave everything as it is. Do not attempt to clean it up. If it is a safety hazard or is in danger of further breakage where it is, carefully gather up all of the pieces (no matter how small) and set them aside or put them in a zipper bag. Do not attempt to put the pieces back together - this may cause abrasion and may prevent them from being put back together correctly.
- Take with you this tenet of conservation: when in doubt, don't!

Objects Requiring Special Attention



Books

- Do not pull shelved books by the top of the spine. Push books on each side of the desired book toward the back of the shelf, place fingers toward the top of the desired book on both sides of the spine, and pull gently from the shelf.
- Open books carefully to prevent forcing or cracking the binding or stretching the board from the surface material.
- Use book supports for opened books and do not attempt to open a book flat.



Ceramics and Glass

- Ceramics are likely to have hidden repairs - always support them from their bases.
- Always use padding between these types of objects during transport.



Framed Works

- Carry framed works vertically, especially if they are glazed with glass. Grasp with two hands (one on either side or one at top and bottom).
- Never carry a framed work by the top or by the stretcher bar, or by the hanging wire.
- Do not set framed works directly on the floor.
- Avoid touching the front or back of painting surfaces.
- Never use breath to blow off lint or dust. Instead, use a camera lens blower.



Furniture

- Lift and carry furniture regardless of the distance. Dragging, pushing, and pulling furniture applies stress to the fragile legs and other elements of the furniture.
- Lift chairs by the seat while supporting the back – do not pick up chairs by the rails or arms.
- Secure moveable parts, such as hinged doors, and drop lids with 1" cotton twill tape.
- Collapse table leaves before moving.
- Be careful of all ornamentation, especially applied pieces, gilt or silvered materials and painted surfaces.

Paper



- To lift a single sheet, use a spatula or a slip of paper to lift the edge of the work. Hold by opposite corners and with some slack.
- If you are moving a folder, check what is inside the folder before moving it. Move the folder by holding opposite corners, being sure to grasp both the front and back.
- Like any other object, move folders and individual works not in folders one at a time – do not move paper artwork in a stack.
- Some works on paper need a rigid support such as gatorboard while being moved. These include, but are not limited to, works that have media applied all the way to the edge, have thickly applied paint, are in poor condition (i.e. brittle or fragile paper, flaking paint, etc.), or are moderately oversized.
- When placing paper works back in folder, store one work per folder if possible. If necessary to store more than one work per folder, interleave individual works with tissue or paper and store similar sizes together. Isolate chemically unstable works (i.e. felt tip pen works, construction paper or highly acidic paper, etc.)
- Storage in folders or Mylar enclosures is not appropriate for works on paper that have a delicate surface, such as pastels and chalks and works with a lot of dimensionality. In addition, Mylar generates static and is not appropriate for very fragile papers.



Photographs

- Never use breath to blow off lint or dust – the moisture can damage the emulsion. Instead, use a camera lens blower.



Textiles

- Support a textile from underneath. Use a flat surface (such as gatorboard) for support if necessary.
- Drape large pieces over both arms
- Do not lift textiles by edges or corners.

2 | CONDITION REPORTS

Preparing for Examination

Before you start prepare a good space to work in like a large, empty table with non-slip surface and cloth padding. It should have with good lighting and a lamp for detailed examination. You may like to use a loupe or magnifying glass.

Prepare your condition report sheet before commencing and ensure you know which information you want to record. Have an agreed layout and identify the keywords and their meanings before you begin. This keeps information consistent over time and different examiners.

You will need:

- Pencils to use when working around objects to avoid permanent marks from pen ink
- A soft dressmaker's tape measure
- A metal extendible ruler for larger objects
- A magnifying lens or loupe can be useful for a closer examination of items
- A magnifying lamp can also be useful if one is available
- A light box can be used for examining paper or textile items; the light shining through the item will reveal any tears or weaknesses in the fabric
- A magnet for identifying if an item is made of iron or an iron alloy such as steel. If the surface is fragile use a barrier such as a piece of cloth between the magnet and the metal surface
- Fine tweezers can be quite useful in lifting fine layers of an item
- A flashlight can assist in focusing the eye and provides raking light
- Gloves (cotton or disposable) can protect items from damage and the handler from hazardous materials. Do not use cotton gloves when handling fragile or slippery items. Nitrile gloves are preferable in many cases
- Face masks with suitable filtration for objects containing mold, particle dust or unknown substances

Before examining an object, think about your own safety, as **some objects can be hazardous**. The following materials are known to be toxic and may now be in your collection. If you have any doubts, discuss the object with a specialist before handling it.

Look out for:

- Taxidermy specimens (up until the 1980s toxic pesticides including arsenic, mercuric chloride and strychnine were in common use in taxidermy)
- Corroding lead items (for example figurines on a ship model which have a powdery white surface)
- Moldy items (some molds can be toxic)
- Items containing asbestos (including hair dryers, lagging, tiles, sealants, old machinery)
- Medical kits (many early kits contain dangerous substances such as picric acid, arsenic and scalpels)

The Basics of Condition Reporting

There are several different types of condition reports and many sorts of condition reporting forms, some of which form a component of a cataloguing system, others that have been designed for specific uses or collections.

For example, travelling condition reports accompany items travelling or going on loan even if a condition report already exists. These reports provide accurate and current information from the time the item leaves your care.

A travelling condition report may also contain information specific to the exhibition, such as:

- Exhibition reference number the object has within the travelling exhibition
- The crate number the item is located in
- Condition check boxes for arrival and departure from each venue
- Instructions for the handling and packing of the items
- Details of who to contact if damage occurs to the work.

All condition reports should contain:

- Type of object – e.g. a ceramic cup, a glass plate negative, a tuxedo, an oil painting or a woodcut print.
- Date of examination and person who carried out the examination.
- Dimensions - recorded in inches. Most items will have a height, width and depth. A spherical item may use diameter in place of two of the measurements. Measurements need to be taken at the extremes of the item. While this may appear obvious, it can become confusing with some composite items. For example a wooden mask with feathers may have fine feathers sticking out of the edges of the mask and measurements should be taken to the outer edge of the feather, not the mask. This is so that any storage or display supports made for the item have taken into account the absolute measurements of the item. It can be useful to note this alongside the measurement. Framed works should be measured in both the unframed state and the framed state. For complex measurements of irregular objects, make explanatory notes as necessary in the measurement notes field.
- Description - include material the item is made of, title, provenance, date and place of manufacture, artist/maker/manufacturer, inscriptions, stamps, imprints, whether it relates to other items in the collection, how many components parts an object has and whether there are any accessories (such as frames, covers or cases). Also include a full description of what the object looks like from a content standpoint – describe what it depicts or its subject matter with as much detail as possible. For example “This painting depicts a young woman with a tan or yellow jacket and blue and yellow head covering against a black background. She is depicted in semi-turned profile with a large silver earring.”
- Condition - Often a single word or number is used at the beginning of the condition section that summarizes the object’s condition. Such terms can be subjective so use a limited vocabulary of terms and use the below definition of each word as a guideline. Excellent (as new condition with little or no sign of use), Good (some signs of wear but physically sound), Fair (minor damage, some losses/deterioration more aesthetic than physical), Poor (wear, damage, deterioration and loss to a large proportion of the item), Very poor (extremely deteriorated, weakened condition with very extensive loss/damage which greatly impacts the integrity of the object).
- Attached photographs of the object.

Writing the report

- Begin by providing a single word to summarize the condition, then continue to describe the overall appearance and condition leaving specific detail until last. If you are uncertain about the cause of damage, make this clear by using terms such as 'possibly', 'could be', 'may be' to convey what you think is happening without confusing issues. It is useful to document what you think has caused the damage and whether it appears to be active or not.

For example, when discussing a cane basket you may say:

"Fair, generally dusty with blue paint splatters overall. Some of the cane work is loose at one end of the handle causing it to be weakened. There is a hole in the base of the basket which may have been caused by a rodent as edges appear to have been chewed."

- 'Proper left' and 'proper right' are used when documenting collection items to avoid confusion about locations. Describe the location as if you are the object. 'Proper left' refers to something on the object's left side, 'proper right' describes something on the object's right side.
- In condition reporting, the front of an object is called "recto" and the back is called "verso".
- Use detailed descriptions of where you are observing something when describing conditions. For example, do not say "dark mark on left side". Instead, say "small dark mark on lower proper left edge recto, approximately 6" inches above bottom proper left corner".
- Include detailed notes and descriptions of anything unusual you see, including stains, marks, tears, discoloration, strange smells, etc. Completely check the front of the piece before flipping it over and checking the back – write a condition description for both the front and back.
- If you're not sure if something is a condition or is just a part of the piece, describe it anyway. For example, if you find some splatter marks on a painting, you might describe it as "small dark splatters on upper center recto approximately 3" from top, possibly a result of studio process".

Glossary of Condition Terms

- Abrasion – roughening or wearing away of an object's surface due to repeated friction or contact with other surfaces.
- Accretions - A solid piece of foreign matter attached to the surface of an object which is not part of the object.
- Acidic - often used in relation to paper items which become more acidic as they deteriorate, causing embrittlement and yellowing.
- Brittle/embrittled - a loss of flexibility causing the material (e.g. paper, parchment, leather) to break or disintegrate when bent or curled.
- Burnishing – glossy appearance on the surface of an object where the object has been rubbed.
- Cockled - wrinkling or puckering that occurs when paper, fabric, or any sheet of support material dries unevenly.

- Corrosion - chemical reaction between a metal and other substances leading to deterioration of the metal. Rust is a common form of corrosion.
- Cracks
- Crazed - fine hairline cracks through a glaze which often appear darker than the glaze due to discoloration.
- Creased - where a sheet material (e.g. paper) has been unintentionally bent over on itself.
- Delamination - Delaminating, or delamination, is the separation of layers in an object or material composed of multiple layers (sometimes called a laminate), often due to the failure of an adhesive or binding agent.
- Dent - a defect in the surface caused by a blow; a simple concavity.
- Discolored - overall change in the color of a material, usually to a darker, more yellow or brown appearance.
- Distorted - a concave, convex or twisting change of form, used to describe stiff organic materials that have become misshapen, such as paper, card, plant fibers and wood.
- Dirty/dusty
- Faded - loss of brightness or intensity of a color
- Flaking - where extreme cracking causes small, thin pieces of varnish, paint or other layers to become completely detached from the main support material.
- Fly specks- spots left by a fly on the surface of an object, generally small and black/brown in color
- Foxing - brown colored spotting on paper induced by one or more of the following factors- fungus or mold, impurities in manufacture, dampness and airborne acids
- Frass – dust-like debris or excrement left behind by insects
- Frayed/fraying - unraveled or worn spot indicated by the separation of threads, especially on the edge of a fabric.
- Friable - loose and powdery. For example, colored pigments which are not well bound to the surface.
- Grazed - where the uppermost surface of an item (particularly paper or textiles) has been eaten in patches by an insect, frequently silverfish.
- Holes
- Insect damage
- Lifting - one surface lifting away from another, such as a timber veneer or a plated metal item.
- Loose
- Loss - areas/small sections which are missing of either media (i.e. paint) or substrate (i.e. paper).
- Mat burn - a stain caused by prolonged exposure with an acidic mat board. Mat burn tends to have a darkening effect around where the window was creating a kind of framing effect.
- Mold/moldy
- Odorous - having a distinctive smell, such as cellulose acetate which gives off acetic acid as it degraded, giving a vinegar type smell
- Powdery – see friable
- Rust stains – see corrosion
- Shredded - long splits through the body of fabric, most often used in reference to degraded silk.
- Slack canvas- a canvas which is on a stretcher/strainer and is loose in some areas.
- Split - a rupture running along the grain of a piece of wood, usually caused by stress, or a continuous break in wood, along the grain, and completely from one side of the piece to the other.
- Stain - soiling or discoloration of an object that cannot be easily removed because it is embedded in the substrate.
- Torn

DBG Cataloging

- Tide lines – a demarcation line (usually dark or colored) at the edge of a stain, often seen where an object has become wet and has dried.
- Warped - A structural distortion of the support that has become twisted, turned or bent out of shape and is no longer flat or in plane.
- Yellowed – discoloration that affects the whole surface of an item

03: CREATING OBJECT RECORDS

Cataloging in PastPerfect

Along with using a collection management folder to compile paper documents about an object, DBG uses the software program PastPerfect to create and manage digital records for objects in the collection. See the PastPerfect User Guide (<http://www.museumsoftware.com/userguide.html>) for more information directly relating to the use of the program. To create a record in PastPerfect, you will need:

- Object ID or catalog number (What is its unique identifying number?)
- Object name (What is it?)
- Location (Where is it kept?)
- Description (What does it look like?)
- Date (How old is it?)
- Dimensions (What features distinguish it from everything else?)
- Object photography (see "04 | Object Photography")

Numbering an Object

Each object is individually numbered to identify and distinguish it from all other objects in our collection. All the information relating to an object is filed and accessed using this unique number. At DBG, we use a three-part Object ID (trinomial) numbering system for loans, objects on hold, and objects accessioned into our collection. We use a two-part (binomial) numbering system for objects that have been accessioned, but are lacking enough information for us to know which accession number applies to the object.

These numbers will appear in PastPerfect, on the object's housing, and on the tags used for object photography.

Three-Part Numbering

To begin, assign each accession to the year it was received. For example, if the item or group of items was received by the museum in 2001, then 2001 is the first part of the three-part number. The second part of the number is derived from the chronological order in which the accession was received. For example, the 66 PastPerfect Museum Software User's Guide first group of items received in the year 2001 would be assigned the number 1. Now our number has two parts: 2001.01 is the accession number for the item or group of items. To further distinguish the items in the accession, simply add item numbers to the accession number to give each item in the accession a unique object ID number. For example, the first item in the accession would be given the object ID number 0001, the next would be 0002, and so on. Now our first item in the accession has the unique object ID number 2001.01.0001. The second item would be 2001.01.0002. Thus the system has given you three pieces of information: the year of the accession, the number of gifts in a given year, and the number of items in the gift. In order to accurately assign numbers, you will need to look in PastPerfect to see the last used number in any given part of the number.

If the object in question has multiple parts that constitute the whole of an object, you will catalog as one object record. If the object has multiple pieces that may combine to create a series or a set, you will catalog each piece separately as a single object and link the objects together as "related" in PastPerfect.

Two-Part Numbering – RARELY USED

DBG Cataloging

Only used for objects that have been accessioned, but have unknown provenance/date of acquisition. The idea is the same as the three part system, but instead of using the year known for receiving the object, you will use the earliest year known. You will then skip the middle part that designates which accession it is and go straight to giving it the next number in sequence. Add a note to this record regarding source of date information.

DBG ONHOLD Prefix

In many cases, an object will be housed at DBG without having been officially accessioned. These objects are given the prefix of "DBG ONHOLD" until accession action has been taken. Once action has been taken, this number moves into the "Old #" field as the object will then be given a traditional three-part number.

04 | OBJECT PHOTOGRAPHY

Step 1) Create record in PastPerfect
See "03 | Creating Object Records"

Step 2) Create an Object ID tag
Create Object ID strip using information from PastPerfect record

Step 3) Number the paperwork
If required, write the same object ID number on the top right-hand corner of the corresponding paperwork

Step 4) Photograph the front of the piece
Take the piece out of its housing and place it face up on the counter. Next to the piece, visible in the photo, place the photo scale, color scale, and Object ID tag. These should be visible in every photo of every piece. Take a photo of the front of the piece with the whole thing visible, including the mat. Do not crop the edges of the mat.

Step 5) Photograph the inside of the piece
If the face mat is not stuck to the back mat, carefully open the face mat and lay it flat, face up. Take a picture of the piece with the mat board open, with the photo scale, color scale, and Object ID tag visible.

Step 6) Photograph the back of the piece.
Carefully close the piece and turn it over. Take a picture of the back of the mat with the photo scale, color scale, and Object ID tag visible.

Step 7) Return the art to its housing
Carefully replace the piece in its housing.

Step 8) Next Piece!

Condition of loaned work

Title:

Artist/Creator:

Signed? If so, where?:

Year:

Dimensions:

Value:

Condition: Incoming

Condition of loaned work: Outgoing

Same as incoming conditions noted above

DEACCESSION RECOMMENDATION FORM

GENERAL OBJECT INFORMATION

Accession number:

Date:

Object name/title:

Description and photograph:

Overall condition:

Full acquisition history:

Does the museum hold legal custody?

If a donation or a bequest, were any stipulations related to disposal made in the agreement?

RATIONALE

Reason for deaccession [Include all that apply]

- The object is no longer relevant to the mission of the Gardens or to the Gardens' Art collection
- The object is redundant or a duplicate and is not needed for research or educational purposes.
- object is of lesser quality than other objects of the same type that are already in the collection or that are about to be acquired.
- The object has been found to lack sufficient aesthetic merit, value, or historical importance to warrant retention.
- The object is in irredeemably and unusably poor condition, or preservation of the object in poor condition is more costly than its aesthetic or historic value, or the object can be replaced by a comparative one at less cost than conservation.
- The Gardens is unable to preserve, secure, or store the object in accordance with professional standards.
- The object is unduly difficult or impossible to care for or store properly, or poses a threat to the rest of the collection.
- The legal status of the object is problematic, or the object is inauthentic

Recommended method of disposal

Addition to the Education Collection

Transfer to another museum or cultural institution _____

Exchange or trade to another museum or cultural institution _____

Private sale

Public auction

Other: _____

ACTION TAKEN ON RECOMMENDATION:
Initial recommendation

Director of Exhibitions

CEO

Date

Date

Art Committee Review

_____ Approved

Art Committee Representative

_____ Not approved

Date

If the object is deaccessioned, please include all relevant details below.

Donor: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

This document serves as a contractual agreement (hereafter referred to as "Deed of Gift") between **Denver Botanic Gardens** (hereafter referred to as "DBG") and **Donor** (hereafter referred to as "Donor"); whereas Donor seeks to donate artworks and related items (hereafter referred to as "Objects") to DBG.

I. Objects

A. The Objects subject to this Deed of Gift are listed in Addendum A.

B. Donor-provided value of Objects is _____.

II. Terms of Deed of Gift

- A. Donor, for and in consideration of contributing to the purposes for which DBG is incorporated, gives, grants, and confirms unto DBG, its successors and assigns, forever, the Objects described in Addendum A as an unrestricted gift, and transfers to DBG legal title and all copyright and literary right to the Objects insofar as Donor holds them.
- B. Donor certifies that Objects were acquired in compliance with all applicable laws. Donor also guarantees that on the date of this Deed of Gift, all Objects are Donor's own sole property.
- C. Objects are received from Donor without compensation or exchange from DBG.
- D. Objects are given as unrestricted gifts, wherein DBG has sole discretion to the use, disposal, and retention of Objects, as well as to where, if, or for how long Objects shall be exhibited to the public.
- E. Donor agrees that any Objects which are felt by DBG to be inappropriate to its collections shall be transferred or disposed of by DBG as it sees fit.
- F. Neither DBG nor its staff supplies appraised valuations for objects received as gifts. DBG does not accept responsibility for the adequacy or correctness of any estimates of value which may be supplied by Donor.

III. Acknowledgement of Gift

- A. Should Donor prefer for their gift to be acknowledged where Objects are used for exhibition and related uses, Donor's credit line is as follows (often, "Gift of [Donor]" or similar):

- B. Should Donor prefer for their gift to remain anonymous, Donor initials here to indicate their preference to remain anonymous, and Donor's gift will not be acknowledged in use of Objects: _____

IV. Signatures; Binding Agreement

Signatures below indicate agreement of the above terms above and DBG's receipt of all Objects.

DBG

Donor

Printed name

Printed name

Title

Title

Signature

Signature

Date

Date

Addendum A

Title	Creator	Creation date	Media/method	Condition	Additional notes

Denver Botanic Gardens looks forward to presenting your work as part of its comprehensive exhibition program in [YEAR]. To facilitate the management of details, please review this short checklist and contact Exhibitions Staff with any questions you may have.

To Finalize Contract

- Provide contact, address, email and phone number in spaces provided on page 2
- Sign and date in space provided on page 7
- Provide six representative digital images (See section V – A for details)
- Provide caption information for representative images (See section V – A for details)

Contract and required materials may be submitted via email or Dropbox to Lisa Eldred, Director of Exhibitions, at lisa.eldred@botanicgardens.org, or Jen Tobias, Associate Director of Exhibitions at jen.tobias@botanicgardens.org.

Key Dates

- | | |
|--|---|
| <input type="checkbox"/> [DATE] – [DATE] | Exhibition run |
| <input type="checkbox"/> At time of contract execution | Digital images and captions due to DBG |
| <input type="checkbox"/> At time of contract execution | Artist statement and biography due to DBG |
| <input type="checkbox"/> [DATE] | Checklist of works in exhibition finalized |
| <input type="checkbox"/> [DATE] or before | Artworks required on site at DBG |
| <input type="checkbox"/> [DATE] – [DATE] | Exhibition installation timeframe; to be confirmed |
| <input type="checkbox"/> [DATE] | Exhibition opening event at DBG |
| <input type="checkbox"/> [DATE] | Artist talk |
| <input type="checkbox"/> [DATE] – [DATE] | Exhibition de-installation timeframe; to be confirmed |

Artist: _____ Date: _____

Contact (if different from Artist): _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

This document serves as a contractual Exhibition Agreement (hereafter referred to as the "Exhibition" and the "Agreement, respectively") between **Denver Botanic Gardens** (hereafter referred to as "DBG") and **[NAME]** (hereafter referred to as "Artist"). Whereas the Artist has created the artwork(s) (the "Artwork" or "Artworks") listed in the to-be-determined "Checklist" and desires to exhibit the same; and whereas DBG desires to exhibit the Artwork in the exhibition; the parties agree to display the Exhibition in accordance with the following terms and conditions:

I. The Exhibition

- A. "The Exhibition" consists of the Artworks as outlined under "Exhibition Details" below and as further detailed in a Checklist to be finalized. The Artist agrees to show the Artworks for the duration of agreed upon Exhibition dates without deletions, exchanges or additions, unless specific written permission for any such change is granted by DBG. DBG reserves the right to refuse any Artwork. DBG reserves the right to withdraw any Artwork from the Exhibition at any time for any reason.

II. Exhibition Details

- A. Exhibition description: A curated collection of painted steel sculpture by **[NAME]** for outdoor display. The narrative arc centers around **[CONCEPT]**.
- B. Exhibition dates: **[DATE]** – **[DATE]**
- C. Exhibition location: out of doors, Denver Botanic Gardens, York Street Location
- D. Checklist and loans: DBG and the Artist will jointly identify Artworks owned by third parties ("Lenders" or "Potential Lenders") of interest for including in the Exhibition to be listed in the Working Checklist. DBG will send loan requests to agreed upon Potential Lenders to officially invite participation in the Exhibition. Artist support for loan requests is helpful to realize the loan, but DBG acknowledges the Artist is not responsible for any declined loans from Potential Lenders. A separate Loan Agreement will be executed between DBG and the Artist once Artist-owned Artworks have been identified as potential loans for the Exhibition. Final selection of Artworks to be exhibited will be determined by DBG Exhibition staff, in consultation with the Artist. The checklist including title, medium, date, dimensions, weight, and insurance value will be finalized by DBG no later than **[DATE]**.
- E. Events: in conjunction with the Exhibition, DBG will host a variety of events. Outlets for the promotion for events and the Exhibition may include e-vites, DBG's newsletter, website and online social media outlets.
- F. Artist talk: An artist talk is scheduled for **[DATE]** for which the Artist will be compensated **[\$XXX]** plus travel. DBG and the Artist will agree to an appropriate title for the talk. The Artist should be prepared to show images of works, discuss working methods, philosophy, etc.

III. Responsibilities and Obligations

- A. The Artwork must be exhibited in the methods agreed upon by Artist and DBG. The Artist will not mount any Artwork, interpretation or other Exhibition materials on DBG grounds, or purport to be acting on behalf of DBG without DBG permission.
- B. DBG will be responsible for the installation of the Exhibition, including, but not limited to, the following: construction, moving Artwork, interpretation, and graphic materials.
- C. The Artist is not entitled to unemployment insurance benefits. The Artist is responsible for his/her own tools and materials, health insurance, applicable payroll taxes and worker's compensation insurance.
- D. While on the premises, the Artist agrees that he/she is solely responsible for any acts or injuries caused solely by his/her own negligence and agrees to hold DBG harmless from any and all negligence of third parties.
- E. The Artist agrees to obtain and provide to DBG a Certificate of Insurance with general liability coverage (and workman's compensation if relevant) of \$1,000,000 (one million) naming Denver Botanic Gardens, Inc. as additional insured.

IV. Financial Arrangements

- A. The Artist will receive a participation honorarium of [\$XXXX] payable as follows:

[XX%] paid upon contract signing:	[\$XXXX]
[XX%] paid 30 days prior to Exhibition opening:	[\$XXXX]

This honorarium in no way implies DBG is commissioning or purchasing Artwork.

- B. DBG will provide for travel expenses and per diem for a mutually agreed upon timeframe to facilitate the Artist's presence during installation and for the opening event on [DATE].
- C. DBG will bear outlined costs incurred in presenting the Exhibition, including, but not limited to: on-site insurance coverage of the Artworks, promotion, publicity, previews, labels, transit, installation costs, photographic documentation of installation, educational programs, entertainment, and receptions. Final decisions for budget expenditures representing the Exhibition will be determined by DBG pending funding availability.
- D. DBG reserves the right to seek sponsorship or underwriting for the Exhibition and is solely entitled to these funds.
- E. The Artist may seek sponsorship funding to cover costs for showing the Exhibition, including all local costs. To avoid sponsorship conflicts, if the Artist seeks sponsorship funding for local costs, s/he agrees to consult with DBG and obtain DBG's prior consent to such sponsors. DBG agrees not to unreasonably withhold or delay its consent.
- F. No sales of Artworks will be coordinated through DBG. If an available Artwork is sold during the run of the exhibition it must remain on view as part of the Exhibition until the Exhibition is de-installed. DBG will not transport sold Artwork(s) to a purchaser.
- G. Gallery representation: This contract is executed between DBG and the Artist. Any relationship the Artist has with a local, regional, or national gallery must be addressed by the Artist.

V. Publicity, Photography, and Reproductions

- A. The Artist must provide at least six representative digital images, each at least 300 DPI at 5" or larger on its shortest side in JPG or TIFF format, with caption information for each including title, media, year, dimensions, and photo and copyright credits, at the time of contract execution. Artist agrees that any images he/she provides to DBG for these purposes are the sole intellectual property of the Artist, or that the Artist has the ability to provide DBG with permission from any additional rights holders (such as photographers) to enable the activities described herein. The Artist recognizes that these images may be cropped.
- B. Artist agrees that his/her artist's statement and biography may be edited, translated, and used by DBG in whole or in part for promotional, educational and related purposes including Exhibition labels.
- C. The Artist, as sole owner of the copyright and in and to Artworks, irrevocably authorizes DBG, without compensation to the Artist or any third party, to reproduce, distribute, transmit, communicate, display and perform Artworks and any images and materials provided by the Artist, as well as images and videos of the Artworks and Exhibition taken by DBG staff and DBG's photographer, privately or publicly, in whole or in part, throughout the world by means of any device or process (examples include but are not limited to online, print, film, and television), and to authorize others to do the same, without contacting the Artist, for nonprofit, educational, artistic, publicity and related purposes or for the purpose of promoting DBG or the Exhibition. This non-exclusive license, which does not transfer ownership of the Artist's copyright to DBG, shall endure for the entire term of the copyright in and to said Artwork and shall survive all assignments of copyright.
- D. The Artist agrees that DBG may at its discretion permit media documentation, professional photography, filming, and videography of the Exhibition, including television coverage for documentary, educational, or publicity purposes related to the Exhibition. Any media promotion of the Exhibition coordinated by the Artist must first be approved by DBG, and related filming or photographing of the Exhibition is permitted only with DBG staff supervision. The Artist agrees to allow DBG to release Artist contact information to the press for potential interview opportunities. Members of the public will be allowed to take photographs of the Exhibition and Artworks for personal use.
- F. In the event that intellectual property rights of third parties apply to any Artworks, images, or other materials provided by the Artist for DBG use, DBG assumes no responsibility for any fees or royalties claimed by third parties with regard to any unauthorized reproduction, whether by photograph, film, or other medium, of the Artworks in the Exhibition made or occurring during the showing of the Exhibition by DBG or of images or other materials provided by the Artist. Compliance with copyright laws and observance of the intellectual property, trademark and other rights of any third party occurring during the showing of the Exhibition by the Artist shall be the responsibility of the Artist who agrees to indemnify, hold harmless, and defend DBG from and against all liabilities, losses, or expenses arising out of any such claim of violation occurring as a result of the Exhibition or related activities.
- G. DBG will provide copies of any printed or electronic publicity or educational material relating to the Exhibition to the Artist upon request.
- H. Any future uses of photographs of Artworks taken by the Artist at DBG or highlighting DBG gardens or facilities must be credited within the Exhibition context, noting the Exhibition title, year, and Denver Botanic Gardens as the location.

VI. Other DBG Rights

- A. Admission fees: DBG shall be exclusively entitled to admission fees to the facilities, which include the Exhibition.
- B. Independent promotion: DBG shall be entitled to independently advertise, market and promote the Exhibition in its reasonable discretion.
- C. Sponsorship packages: DBG shall be entitled to develop sponsorship packages for the Exhibition and shall be entitled to all the proceeds from such sponsorships.
- D. Events: DBG reserves the right to host a variety of supporting events for the Exhibition. Previous Exhibition complements have included workshops, lectures, tours, and demonstrations.

VII. Right of Cancellation; Force Majeure

- A. In the event that the Artist must cancel participation in the Exhibition for any reason, the Artist shall then be liable to DBG for any associated costs, including those incurred to market the Exhibition.
- B. In no event will DBG be held responsible if inclement weather, earthquakes, accident, riot, strikes, or other similar acts over which DBG has no control, prevent the execution of any activities described in this Agreement.

VIII. Disputes; Limitation of Liability and Indemnification

- A. Both DBG and the Artist agree to use their best efforts to resolve through discussion and negotiation to their mutual satisfaction any disagreement arising out of or under the terms of this Agreement. Failing a negotiated resolution between the parties, DBG and the Artist agree to participate in voluntary mediation (selecting a mediator by mutual agreement of the parties), but if after 60 days from the date of the first request by a party for voluntary mediation, no resolution of the dispute has occurred, then the parties agree that the dispute shall be resolved before a panel of three (3) arbitrators, at least one (1) of whom shall be a lawyer with substantial commercial and museum law experience, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time this Agreement is signed.
- B. The Artist shall protect, defend, and save Denver Botanic Gardens, its officers, agents, employees and volunteers, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage, arises out of services performed or omissions of services or in any way results from the negligent acts or omissions of the Artist, their agents, or subcontractors, except the sole negligence of Denver Botanic Gardens.

IX. Entire Agreement; Amendments

- A. This Agreement and its Attachments constitute the entire understanding between DBG and the Artist with respect to the Exhibition. This Agreement supersedes and replaces any previous documents, correspondence, conversations, and other written or oral understandings related to this Agreement.
- B. This Agreement may not be amended or modified except by means of a written document. **Any changes the Artist wishes to make to this Agreement must be made in writing and approved by DBG's Director of Exhibitions.** Failure by the Artist to adhere to the terms of the Agreement may result in cancellation of participation in the Exhibition at the discretion of DBG. While DBG will make every effort to adhere to the dates and specifications of this Agreement,

DBG reserves the right to make changes as necessitated and will notify the Artist in writing if such changes occur.

- C. If the scope of work as outlined above is not met by the agreed upon deadlines, DBG reserves the right to cancel this Agreement without penalty. The Artist may be liable for any associated costs related to project development should the outlined deliverables not be provided as stated above.
- D. Any additional partnership to create merchandise for sale in conjunction with the Exhibition will be addressed under a separate agreement. DBG's Shop at the Gardens reserves the right to offer merchandise for sale that it feels is a complement to the nature of the Exhibition.
- E. Any additional partnership to travel the Exhibition to subsequent venues will be addressed under a separate agreement.

X. Governing Law

- A. This Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Colorado without regard to conflicts of law principles.

XI. Legal Proceedings; Seizure

- A. If any legal actions or other legal proceedings are commenced that involve or relate to the Exhibition, and the Artist or DBG is named as a defendant or respondent therein, the Artist agrees to give prompt notice to DBG and to cooperate with DBG and with the lender of any Artwork that is the subject matter of such actions or proceedings in any litigation that might ensue.
- B. Should a subpoena, complaint, other legal action or claim of ownership or right to possession be served all, asserted, or commenced against the Artist or DBG or any of the Artworks, seeking to attach, obtain possession of or seize any Artwork in the Exhibition, the Artist agrees to the fullest extent allowed by law, to resist such attachment or seizure and to defend itself and DBG and the lender, if any, of such Artwork, against such action or claim and, in any event, to take all steps lawfully available to the Artist immediately to notify DBG of any attempt pursuant to such legal process to obtain possession of or seize an Artwork in the Exhibition before any seizure is allowed or possession of such Artwork is surrendered in response to such process.

XII. Contact Information; Notices

- A. The following persons are the staff members of DBG and of the Artist, respectively, to whom inquiries and questions relating to this Agreement should be directed:

ARTIST

[NAME]
[NUMBER]
[EMAIL]

DBG

Lisa M.W. Eldred
Director of Exhibitions
720-865-3518
Lisa.Eldred@botanicgardens.org

Jen Tobias
Associate Director of Exhibitions
720-865-3636
Jen.Tobias@botanicgardens.org

- B. Unless otherwise stated in this Agreement, all notices and other communications required or permitted by this Agreement shall be made to the above stated parties.

Lender: _____ Date: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

This document serves as a contractual Loan Agreement between **Denver Botanic Gardens** (hereafter referred to as "DBG") and **[NAME]** (hereafter referred to as the "Lender") for the artwork(s) listed below (hereafter referred to as "Artwork" or "Artworks") in accordance with the following terms and conditions. By signing this Agreement the Lender certifies that they are the legal owner of the Artwork.

The Lender agrees to show the Artworks at DBG's site for the duration of agreed upon Exhibition dates without deletions, exchanges or additions, unless specific written permission for any such change is granted by DBG. DBG reserves the right to withdraw any Artwork from the Exhibition. The Artworks will be installed in accordance with the specifications agreed upon by the Lender and DBG.

I. Purpose of Loan

Exhibition title: _____

Exhibition location: _____

Exhibition run dates: _____

II. Packing and Shipping

- A. Transportation arrangements for all Artworks in the Exhibition will be coordinated by DBG and DBG will bear transportation costs associated with the loans of Artworks in the Exhibition. All Artworks and related hardware components must be on site at DBG to allow time for installation by **[DATE]**. Transportation arrangements to meet this deadline will be mutually agreed upon by Artist and DBG.
- B. Will a courier be traveling with the artwork? Yes No
- C. Will a Lender staff member need to be present for Artwork installation? Yes No
- D. DBG agrees to accept delivery of the Artworks into a secure area on its premises. DBG will utilize competent art handlers for unloading, unpacking/packing, rigging and otherwise installing the Artwork.
- E. If, under any circumstances, DBG cannot receive the Artworks on the scheduled date or cannot prepare the Artworks for their scheduled reshipment in a timely manner, DBG will advise the Lender as soon as possible.
- F. Artworks will be returned to the Lender to the address specified below. It is incumbent upon the Lender to notify the DBG in writing of any change of address.

SHIPPING ADDRESS - DBG

Denver Botanic Gardens
1007 York Street
Denver, CO 80206

SHIPPING ADDRESS(ES) - LENDER

G. If DBG efforts to contact the Lender, within a reasonable period following the expiration of the loan, are unsuccessful, and no special arrangements have been made for the return of the Artwork(s) in the loan, then the Artwork(s) will be placed in storage at the Lender's risk and expense. If after 5 years the Artwork(s) is not withdrawn by the Lender, it may be managed per Colorado Unclaimed Property Law.

H. If the legal ownership of the Artwork shall change during the period of this loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner may, prior to the return of the Artwork, be required to establish their legal right to receive the Artwork by proof satisfactory to DBG.

III. Environment

- A. DBG will exercise reasonable care in its handling and safekeeping of the Artwork. It is understood by Lender that all Artworks are subject to gradual inherent deterioration for which neither party is responsible.
- B. The Lender acknowledges the outdoor nature of the Exhibition which will expose the Artworks to heat, light, humidity, weather, and other elements including vermin.

IV. Security and Safety

- A. DBG agrees to confer with the Lender concerning security matters relating to the Exhibition while on its premises and to provide the Lender with such information about DBG's security as the Lender may reasonably request.

V. Insurance and Risk of Loss

- A. DBG will provide insurance coverage for the Artwork for the duration of the Exhibition. For this purpose, the Lender must provide insurance values, titles, media, year, weight and dimensions for all Artworks to be loaned by [DATE]. Such coverage shall be in such amounts and subject to such conditions as are reasonably satisfactory to the Lender. Coverage shall be subject to standard exclusions including, but not limited to: wear and tear, gradual deterioration, moths, vermin, war, nuclear events, poor construction/design, inherent vice, as a result of actions of the Lender or non-DBG staff working on the Lender's behalf, public misconduct, inclement weather, earthquakes, accident, riot or strikes.
- B. DBG will provide certificate of insurance to the Lender. DBG will insure the Artwork in transit and during the period of the loan for the value stated herein. The Lender is responsible for providing an accurate insurance value.
- C. If the Lender sends staff to DBG's site for execution of this loan, Lender agrees that he/she is solely responsible for any acts or injuries caused solely by his/her own negligence and agrees to hold DBG harmless from any and all negligence of third parties.

VI. Condition Reports and Procedures in the Event of Loss or Damage

- A. Condition of Artworks will be noted upon installation and evidence of damage at the time of receipt from the Lender or while in DBG custody will be reported to the Lender as soon as practical with photographic documentation if warranted. If an Artwork's construction or design is deemed unstable or unsuitable for installation, DBG reserves the right to make necessary accommodations. The Lender will be notified and consulted should this be necessary. DBG

reserves the right to refuse any Artwork for display.

- B. While on DBG's premises, the Artworks will be checked regularly by DBG. Any change in condition of an Artwork will be noted reported to the Lender in the manner set forth below. If any Artwork is discovered to be in unstable or otherwise vulnerable physical condition, DBG reserves the right to withdraw it from the Exhibition immediately and will notify the Lender.
- C. DBG will not make or permit the making of any repairs or perform any remedial action on any Artwork, without prior authorization from the Lender, except in case of an emergency (i) at the direction of the Lender, or (ii) for procedures needed to prevent threatened damage or to arrest further damage in case of an accident, water leak, fire, flood, earthquake, or other immediate threat in circumstances where there is not sufficient time to allow contact to be made with the Lender.
- D. If (i) any Artwork is damaged, lost, stolen, or subject to emergency procedures, (ii) there is any change in the condition of any Artwork, or (iii) a withdrawal of any Artwork becomes necessary, DBG will, in each such instance, report such event to the Lender. The following will be documented as necessary: the event and its cause, if known; the condition of the Artwork and damage, if any; the steps taken by DBG; and DBG's recommendations. DBG will provide promptly any additional information concerning such event that the Lender may reasonably request.
- E. In the event of damage, if work can be repaired to the Lender's specification, the amount of insurance shall be limited to the cost of such repair. The Lender agrees that, in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing DBG, and the trustees, officers, agents, and employees of DBG from liability for any and all claims arising out of such loss or damage.
- F. Lender certifies that the Artwork is in such condition as to withstand ordinary strains of packing, transportation and display outdoors. DBG will not be held liable for damage to Artwork as a result of insufficient packing, Lender transportation, or inherent vice.

VII. Photography/Reproductions and Credits

- A. Unless DBG is notified in writing to the contrary at the time of this Agreement execution, it is understood that this Artwork may be photographed and filmed and reproduced in DBG's publications, both digital and print (including in perpetuity on DBG's website under "Past Exhibits" or its equivalent), and for publicity and development purposes. The Lender recognizes that these images may be cropped or altered for publicity and marketing purposes. DBG agrees to follow appropriate licensing, trademark, and copyright protocols, and to use Lender credit line as specified below for acknowledgment in digital and print:

B. Lender photo credit line: _____

VII. Artwork(s) in Loan [add additional tables as needed]

Title: _____ Date: _____

Artist: _____

Birth/death dates: _____ Nationality: _____

Medium: _____

Measurements: _____ Weight: _____

Insurance value: \$ _____

Lender holds copyright or NEL: Yes No

Work is signed? Yes No Where? _____

Artwork-specific credit line (donors, etc.): _____

VIII. Right of Cancellation; Force Majeure

- A. In no event will DBG be held responsible if inclement weather, earthquakes, accident, riot, strikes, or other similar acts over which DBG has no control, prevent the delivery or return of the Artworks as scheduled.

IX. Disputes; Limitation of Liability and Indemnification

- A. Both DBG and the Lender agree to use their best efforts to resolve through discussion and negotiation to their mutual satisfaction any disagreement arising out of or under the terms of this Agreement. Failing a negotiated resolution between the parties, DBG and the Lender agree to participate in voluntary mediation (selecting a mediator by mutual agreement of the parties), but if after 60 days from the date of the first request by a party for voluntary mediation, no resolution of the dispute has occurred, then the parties agree that the dispute shall be resolved before a panel of three (3) arbitrators, at least one (1) of whom shall be a lawyer with substantial commercial and museum law experience, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time this Agreement is signed.
- B. The Lender shall protect, defend, and save the Denver Botanic Gardens, its officers, agents, employees and volunteers, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage, arises out of services performed or omissions of services or in any way results from the negligent acts or omissions of the Lender, their agents, or subcontractors, except the sole negligence of DBG.

X. Entire Agreement; Amendments

- A. This Agreement and its Attachments constitute the entire understanding between DBG and the Lender with respect to the Exhibition. This Agreement supersedes and replaces any previous documents, correspondence, conversations, and other written or oral understandings related to this Agreement. This Agreement may not be amended or modified except by means of a written document.

XI. Governing Law

- A. This Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Colorado without regard to conflicts of law principles.

XII. Legal Proceedings; Seizure

- A. If any legal actions or other legal proceedings are commenced that involve or relate to the Exhibition, or any Lender Artwork that is the subject matter of such actions or proceedings in any litigation that might ensue and the Lender or DBG is named as a defendant or respondent therein, the Lender agrees to give prompt notice to DBG and to cooperate with DBG.
- B. Should a subpoena, complaint, other legal action or claim of ownership or right to possession be served all, asserted, or commenced against the Lender or DBG or any of the Artworks, seeking to attach, obtain possession of or seize any Artwork in the Exhibition, the Lender agrees to the fullest extent allowed by law, to resist such attachment or seizure and to defend itself and DBG and the lender, if any, of such Artwork, against such action or claim and, in any event, to take all steps lawfully available to the Lender immediately to notify DBG of any attempt pursuant to such legal process to obtain possession of or seize an Artwork in the Exhibition before any seizure is allowed or possession of such Artwork is surrendered in response to such process.

XIII. Contact Information; Notices

- A. The following persons are the staff members of DBG and of the Lender, respectively, to whom inquiries and questions relating to this Agreement should be directed:

LENDER	DBG
[NAME] [EMAIL] [PHONE]	Lisa M.W. Eldred Director of Exhibitions 720-865-3518 Lisa.Eldred@botanicgardens.org
[NAME] [EMAIL] [PHONE]	Jen Tobias Associate Director of Exhibitions 720-865-3636 Jen.Tobias@botanicgardens.org

- B. Unless otherwise stated in this Agreement, all notices and other communications required or permitted by this Agreement shall be made to the above stated parties.
- C. All such notices and communications shall be considered given (i) when physically delivered by hand, by courier service, by overnight delivery service, or, if by fax or e-mail, when receipt is acknowledged; or (ii) four (4) business days after being deposited in the U.S. mail, postage paid, certified, return receipt requested.

XIV. Signatures; Binding Agreement

- A. DBG and the Lender each warrant to the other that the officer or officers signing this Agreement on its behalf is or are authorized to do so and that it has entered into this Agreement and caused it to be signed on its behalf, intending to be legally bound.

DBG	LENDER
_____ Printed name	_____ Printed name
_____ Title	_____ Title

909 York Street
Denver, CO 80206
p 720.865.3518
f 720.865.3682
www.botanicgardens.org



Loan Agreement
[NAME], Lender
DBG TL [####.##.####]

Signature

Signature

Date

Date

Borrower: _____ Phone: _____

Contact: Same as above Other: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Purpose of Loan

Exhibition title: _____

Loan period: _____ to _____ Venue: _____

Credit (the way ownership should be acknowledged in publicity, exhibition, or catalog)

Artist, *Title*, year, medium. Courtesy of the artist and Denver Botanic Gardens. _____

Objects in Loan

Title: _____ Year created: _____

Artist: _____ Medium: _____

Signed? No Yes Framed? No Yes

Height: _____ Width: _____ Depth: _____

Condition of Object(s)

Outgoing condition: _____

Report by: _____ Date: _____

Incoming condition: _____

Report by: _____ Date: _____

Borrower condition report required upon receipt: Yes – Borrower must report any change from attached _____

Borrower required to meet environmental conditions: Yes (see attached Addendum 1) _____

Transportation and Shipping Arrangements

Delivery: _____ Paid by: _____

Return: _____ Paid by: _____

Shipping notes: _____

Insurance

Total insurance value in US currency: \$ _____

Certificate of Borrower insurance required? Yes No

Borrower insurance carrier: _____

Conditions of Loan

1. Loans will normally be made for a period of one year or less. If extensions to the initial period are requested, they must be reviewed by the appropriate curator and written documentation of the extension provided.
2. The Borrower agrees to assume financial responsibility for all materials on loan from DBG if lost or damaged.
3. All loan material will have insurance coverage. Unless otherwise noted, all costs of wall-to-wall insurance, packing and transportation shall be borne by the Borrower, as well as any additional charges which may be incurred through necessary conservation or appraisal. A certificate of insurance, if required, will be furnished to DBG.
4. Damages, whether in transit or on the Borrower's premises and regardless of cause, shall be immediately reported to the Borrower's insurer and DBG.
5. All conditions of the attached Addendum 1: Environmental Requirements must be adhered to. A Standard Facility Report will be required when deemed necessary.
6. Loaned items and materials may not be cleaned, repaired, retouched or altered in any way except with the written permission of DBG. DBG's identifying marks on the items will not be removed without written permission of DBG.
7. Items covered under this Agreement may be photographed only for record and publicity purposes, and/or for reproduction in an exhibition catalog or research publication unless different restrictions are attached in writing. Any such publication must first be approved by DBG and a copy of the publication must be provided to DBG without cost and full credit must be given. Notice of copyright and full credit line as earlier stated will be prominent on any such publication. Unless otherwise stated, DBG does not hold copyright or other intellectual rights to pieces included in this exhibition, and Borrower assumes full legal responsibility for seeking and paying for necessary copyright and other permissions for use of works, and for any infringement of literary, copyright or publication rights resulting from use.

8. The Borrower will not reproduce the loaned items in any media (including photographs) for purposes of sale, except in scholarly publications with DBG and copyright holder permission, and the items will not be subjected to technical examination of any type involving risk of their physical change without written permission of DBG.
9. No object, exhibit or reproduction of an object or exhibit will be used in the promotion of a product or service for any purposes that imply the endorsement of the said service or product by DBG. Any request for use of an object or exhibit for promotional purposes will be reviewed and approved in writing by the DBG.
10. DBG reserves the right to set any additional conditions or restrictions related to the packing, shipping, insurance, exhibition installation, storage, handling, environmental controls and security of the loan items which it deems necessary. DBG may also require, at the expense of the borrower, loan items be accompanied by a member of its staff who will supervise the care and handling, both outgoing and incoming. All conditions and restrictions shall be made in writing and attached to this Agreement prior to approval of the loan.
11. Loans shall not be transferred by the Borrower to another institution or site without written permission from DBG.
12. Object stability will be assessed before leaving and upon return to the DBG. DBG expects that borrowers will treat loaned objects with the highest standards of care and that objects will be returned in the same condition as noted at the beginning of the loan.

Signatures – Borrower Receipt of Objects on Loan

DBG and the Borrower each warrant to the other that the officer or officers signing this Agreement on its behalf is or are authorized to do so and that it has entered into this Agreement and caused it to be signed on its behalf, intending to be legally bound. Borrower’s signature indicates receipt of the Objects in this loan as described above and/or in attached.

DBG

Printed name

Title

Signature

Date

Borrower

Printed name

Title

Signature

Date

Signatures – Borrower Returning Objects on Loan

DBG and the Borrower each warrant to the other that the officer or officers signing this Agreement on its behalf is or are authorized to do so and that it has entered into this Agreement and caused it to be signed on its behalf, intending to be legally bound. Borrower's signature below indicates return of all of the Objects in this loan as described above and/or in attached, in the same condition, unless has been otherwise reported in writing to DBG.

DBG – Outgoing Loan

Borrower - Outgoing Loan

Printed name

Printed name

Title

Title

Signature

Signature

Date

Date

Addendum 1: Environmental Requirements

Safety and security

Borrower must provide, at all times, adequate security in order to protect loaned items against risk of damage, loss or deterioration due to theft, vandalism, fire, smoke, and water

Works must be displayed in a space supervised by the borrower's staff while open to the public, and locked and secured while closed. If necessary, appropriate measures must be taken to protect works from physical contact with visitors.

If placed in storage, works must be fully secured in a locked space.

Environmental requirements

DBG exhibitions are available solely for display indoors.

Works must not be installed or stored in contact with or in immediate proximity to HVAC or heating elements.

Spaces must feature fire protection at minimum in compliance with local ordinances.

Adequate protection against insects, vermin, mold and pollutants must be provided.

Works must be stored and displayed in accordance with best environmental control practices including those relating to light, temperature, humidity and air quality, and display materials must be of archival quality. Storage and display conditions should comply with museum best practices as described in the NPS Museum Handbook, Part I.

Display and storage conditions must be approved by DBG prior to installation. If the above and below stated conditions cannot be met, DBG must be advised in writing and agree to amended conditions prior to the completion of the agreement.

Object housing and mounts

All mounts and housing provided remain the property of DBG and are to be returned at the close of the loan. Should the Borrower wish to provide their own mounts, they may be constructed by the Borrower in consultation with DBG.

All housing and packing material must be protected from contamination by insects, mold, dust, and other sources.

Shipping

Shipping arrangements and couriers must be approved by DBG. Borrower must comply with shipping and packing instructions provided by DBG.

DBG will pack the loaned items and provide packing materials. If required by the agreement, the Borrower may be required to pay for packing materials.

Unpacking and repacking must be done by experienced personnel under competent supervision. The loan must be repacked in the same manner as received and with the same or equivalent packing materials.

Access

DBG reserves the right to inspect or audit the loaned items at any time. Should DBG desire to recall any of the loaned items for its own purposes, it may do so by giving at least 30 days' notice to the Borrower.

Loaned items may be withdrawn by DBG without prior written notice to the Borrower if it is determined that they are receiving improper care.

Transferring parties

Transferor institution: _____ Phone: _____

Representative & title: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Transferee institution:

_____ Phone: _____

Representative & title: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Purpose of Permanent Transfer of Custody

Work to be Loaned: General Information

Title: _____ Year created: _____

Accession number: _____

Medium: _____

Signed? Yes No Where? _____

Height: _____ Width: _____ Depth: _____

Transportation

- Packing and transportation costs to be paid by transferee
- Packing and transportation costs to be paid by Denver Botanic Gardens

Denver Botanic Gardens has made shipping arrangements via consultation with Lender as follows:

General Conditions Governing Temporary Receipts

1. Denver Botanic Gardens will exercise reasonable care in its handling and safekeeping of the artwork.
2. If the lender elects to maintain his or her own insurance, DBG must be supplied with a certificate of insurance naming DBG as an additional insured or waiving subrogation against DBG.
3. Unless Denver Botanic Gardens is notified in writing to the contrary, it is understood that this loan may be

photographed and reproduced in the Gardens' publications and website and for publicity and development purposes.

4. Any artworks made available for sale and sold are subject to a 30% commission and must remain on display for the duration of the exhibition. Artists bear the sole responsibility of negotiating with gallery her/his representation if applicable, and for shipping or otherwise arranging delivery of the work to the buyer. Denver Botanic Gardens does not arrange shipment or delivery of work to buyers on behalf of Artists.

5. If the lender does not pick up or make alternative arrangements in writing to within 2 weeks of the date of scheduled pickup, then the objects will be placed in storage at the Lender's risk and expense. DBG is unable to guarantee the ongoing security of loaned objects beyond this time period, and may charge the Lender for storage fees at their discretion.

6. Individuals should know that Colorado property is generally presumed abandoned five years from the date of the last contact. Once abandoned, DBG reserves the right to turn the property over to the state, managed by the Unclaimed Property Division of the Colorado State Treasury. The individual then has the burden of reclaiming it from the state. (Article 14, Loans to Museums, under Colorado Title 38, Property-Real and Personal.)

7. Normal conditions acknowledged by the lender as present and not specifically noted in the attached condition assessment, either upon delivery to or pick up from Denver Botanic Gardens, include superficial accretions, surface dirt, burnishing, dents, scratches, wrinkles, abrasions, and adhesive residue. Only conditions of unusual severity or those that are not mentioned above are specifically noted in the below condition assessment. Any additional conditions that the lender would like noted must be noted in the attached condition assessment at the time of drop off.

8. By signing this document below, you acknowledge that you have read, understood and agree to the conditions above, and have full authority to enter this agreement.

Work delivered by: Lender Other: _____ Date: _____

DBG Representative signature

Lender or Representative signature

Date

Date

Work picked up by: Lender Other: _____ Date: _____

DBG Representative signature

Lender or Representative signature

Date

Date

Lender: _____ Phone: _____

Contact: Same as above Other: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Purpose of Loan

Exhibition title: _____

Exhibit run dates: _____ to _____ Venue: _____

Work to be Loaned: General Information

Title: _____ Year created: _____

Medium: _____

Signed? No Yes Where? _____

Height: _____ Width: _____ Depth: _____

If necessary to ensure the safety of the work or to meet exhibition requirements, may DBG reframe, re-mat, or back your work? No Yes

Transportation

Packing and transportation costs to be paid by lender

Packing and transportation costs to be paid by Denver Botanic Gardens

Denver Botanic Gardens has made shipping arrangements via consultation with Lender as follows:
Lender or their authorized representative will drop off and pick up their work from Denver Botanic Gardens at designated times, unless arrangements are made in writing to do otherwise.

Insurance

Insurance value in US currency: \$ _____

Insurance to be carried by lender

Denver Botanic Gardens accepts responsibility for above value of the work while on site at DBG

General Conditions Governing Temporary Receipts

1. Denver Botanic Gardens will exercise reasonable care in its handling and safekeeping of the artwork.
2. If the lender elects to maintain his or her own insurance, DBG must be supplied with a certificate of insurance naming DBG as an additional insured or waiving subrogation against DBG.
3. Unless Denver Botanic Gardens is notified in writing to the contrary, it is understood that this loan may be photographed and reproduced in the Gardens' publications and website and for publicity and development purposes.
4. Any artworks made available for sale and sold are subject to a 30% commission and must remain on display for the duration of the exhibition. Artists bear the sole responsibility of negotiating with gallery her/his representation if applicable, and for shipping or otherwise arranging delivery of the work to the buyer. Denver Botanic Gardens does not arrange shipment or delivery of work to buyers on behalf of Artists.
5. If the lender does not pick up or make alternative arrangements in writing to within 2 weeks of the date of scheduled pickup, then the objects will be placed in storage at the Lender's risk and expense. DBG is unable to guarantee the ongoing security of loaned objects beyond this time period, and may charge the Lender for storage fees at their discretion.
6. Individuals should know that Colorado property is generally presumed abandoned five years from the date of the last contact. Once abandoned, DBG reserves the right to turn the property over to the state, managed by the Unclaimed Property Division of the Colorado State Treasury. The individual then has the burden of reclaiming it from the state. (Article 14, Loans to Museums, under Colorado Title 38, Property-Real and Personal.)
7. Normal conditions acknowledged by the lender as present and not specifically noted in the attached condition assessment, either upon delivery to or pick up from Denver Botanic Gardens, include superficial accretions, surface dirt, burnishing, dents, scratches, wrinkles, abrasions, and adhesive residue. Only conditions of unusual severity or those that are not mentioned above are specifically noted in the below condition assessment. Any additional conditions that the lender would like noted must be noted in the attached condition assessment at the time of drop off.
8. By signing this document below, you acknowledge that you have read, understood and agree to the conditions above, and have full authority to enter this agreement.

Work delivered by: Lender Other: _____ Date: _____

DBG Representative signature

Lender or Representative signature

Date

Date

Work picked up by: Lender Other: _____ Date: _____

DBG Representative signature

Lender or Representative signature

Date

Date

Condition of loaned work

Title: _____

Condition: Incoming

Condition of loaned work: Outgoing

Same as incoming conditions noted above

EXHIBITION AGREEMENT CHEAT SHEET

Denver Botanic Gardens looks forward to presenting your work as part of its comprehensive exhibition program in [YEAR]. To facilitate the management of details, please review this short checklist and contact Exhibitions staff with any questions you may have.

To Finalize Contract

- Provide contact, address, email and phone number in spaces provided on page 2
- Provide proposed exhibition title in space provided on page 2
- Initial in spaces provided on pages 4 and 5
- Provide contact information in space provided on page 8
- Sign and date in space provided on page 8
- Provide three representative digital images (See section XI – A for details)
- Provide caption information for representative images (See section XI – A for details)
- Provide an artist's statement and biography (See section XI – B for details)

Contract and required materials may be submitted via email or Dropbox to Lisa Eldred, Director of Exhibitions, at lisa.eldred@botanicgardens.org, or Kim Manajek, Associate Director of Exhibitions at kim.manajek@botanicgardens.org.

Key Dates

- | | |
|---|--|
| <input type="checkbox"/> [DATE – DATE] | Exhibition Run |
| <input type="checkbox"/> At time of contract execution | Digital images and captions due to DBG |
| <input type="checkbox"/> At time of contract execution | Artist statement and biography due to DBG |
| <input type="checkbox"/> [DATE – 8 WEEKS IN ADVANCE OF OPENING] | Working checklist due to DBG |
| <input type="checkbox"/> [DATE – 6 WEEKS IN ADVANCE OF OPENING] | Checklist finalized after consult due to DBG |
| <input type="checkbox"/> [DATE – 6 WEEKS IN ADVANCE OF OPENING] | Content for Garden Tool due to DBG |
| <input type="checkbox"/> [DATE] | Work delivered to DBG |
| <input type="checkbox"/> [DATE AND TIME] | Reception & Artist Talk |

EXHIBITION AGREEMENT

Artist: _____ Date: _____

Contact (if different from Artist): _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

This document serves as a contractual Exhibition Agreement (hereafter referred to as "the Exhibition" and/or "the Agreement") between **Denver Botanic Gardens** (hereafter referred to as "DBG") and **[INSTITUTION NAME]** (hereafter referred to as "Exhibitor"). Whereas DBG has assembled an exhibition entitled **[EXHIBITION TITLE]** (hereafter referred to as "Exhibition") composed of artwork(s) (the "Artwork" or "Artworks") and the Exhibitor agrees to display the Exhibition in accordance with the following terms and conditions:

I. The Exhibition

- A. "The Exhibition" consists of those Artworks as outlined under "Exhibition Details" and as further detailed in a checklist (the "Checklist") in Addendum A. DBG reserves the right to withdraw an Artwork or Artworks from the Exhibition at any time for any reason. The Exhibitor agrees to show the Exhibition in its entirety for the duration of agreed upon Exhibition dates, without deletions, exchanges or additions by the Exhibitor, unless specific written permission for any such change is obtained from DBG before the Exhibition opens at the Exhibitor's location. The Exhibitor may not change the title of the Exhibition without the DBG's advance written approval.
- B. Exhibitor agrees to follow DBG's instructions, including those given by DBG staff or authorized representative at the site of the Exhibition, regarding matters of safety, security, handling, packing, unpacking, conditioning, installation, and shipping of the Artworks.

II. Exhibition Details

- A. Exhibition Description: _____

- B. Exhibition Dates: _____
- C. Exhibition Location: _____
- D. Any proposed change in an Exhibition location or dates must be approved in writing by DBG at least 90 days before the above listed Exhibition start date.

III. Packing and Shipping

- A. DBG will make all arrangements for shipping of the Exhibition to and from the Exhibitor. Exhibitor agrees to comply with shipping and packing instructions provided by DBG. DBG staff or authorized representative will accompany the Exhibition during its travel.

- B. Exhibitor agrees to receive the Exhibition from DBG and return it to DBG on the following dates:
- Date Exhibitor will receive incoming Exhibition from DBG: [DATE] _____
- Date DBG will receive returning Exhibition from Exhibitor: [DATE] _____
- C. If, under any circumstances, the Exhibitor cannot receive the Exhibition on the scheduled date or cannot prepare the Exhibition for its scheduled reshipment in a timely manner, the Exhibitor will advise DBG immediately. The Exhibitor agrees to reimburse DBG for any additional costs incurred by DBG due to the Exhibitor's inability to receive the Exhibition or to ship the Exhibition from its premises in a timely manner.
- D. The Exhibitor agrees to accept delivery of the Exhibition directly into a secure, climate-controlled area on its premises, where DBG staff or authorized representative will inspect the delivered Exhibition materials. The Exhibitor will provide competent packers for unpacking and repacking the Exhibition. Unpacking will not take place until 24 hours after delivery. The Exhibitor agrees to store crates and packing materials for the Exhibition in climate-controlled areas meeting the temperature and humidity standards set forth in Section VI.
- E. Deinstallation and repacking of the Artworks will take place promptly after the Exhibition closes, under the supervision of DBG staff or authorized representative. All Artworks must be repacked in their original wrapping materials. No changes in packing methodology or materials may be made without the prior written approval of DBG. All housing and packing material must be protected from contamination by insects, mold, dust, and other sources.

IV. Condition Reports and Procedures in the Event of Loss or Damage

- A. DBG will provide an initial condition report and photograph for each Artwork in the Exhibition, contained in a condition report notebook that will travel with the Exhibition and will be delivered at the time the Exhibition is received by the Exhibitor. These condition reports are to be annotated as appropriate and will be signed and dated by DBG staff or authorized representative and an authorized member of the Exhibitor's staff at the time of unpacking and immediately prior to repacking. If an Artwork's construction or design is deemed unstable or unsuitable for installation or travel, DBG reserves the right to withdraw it from the Exhibition. The Exhibitor will be notified should this be necessary.
- B. While on the Exhibitor's premises, the Artworks will be checked regularly by a qualified member of the Exhibitor's staff. Any change in condition of an Artwork will be noted on its condition report and reported immediately to DBG in the manner set forth below. If any Artwork is discovered to be in unstable or otherwise vulnerable physical condition, the Exhibitor will immediately withdraw such Artwork from the Exhibition.
- C. No Artwork will be removed from its frame or other permanent mounting, and the Exhibitor will not make or permit the making of any repairs or perform any remedial action on any Artwork without prior written authorization from DBG, except in case of an emergency (i) at the direction of an authorized DBG staff member on the Exhibitor's premises, or (ii) for procedures needed to prevent threatened damage or to arrest further damage in case of an accident, water leak, fire, flood, earthquake, or other immediate threat in circumstances where there is not sufficient time to allow contact to be made with

DBG staff.

- D. If (i) any Artwork is damaged, lost, stolen, or subject to emergency procedures, (ii) there is any change in the condition of any Artwork, or (iii) a withdrawal of any Artwork becomes necessary, the Exhibitor will report such event and its cause, if known, to DBG staff or authorized representative on the Exhibitor's premises or, if no DBG staff is present, to DBG by telephone and email within 24 hours of the event. In any such event, the Exhibitor will comply with the instructions of DBG staff or authorized representative with respect to the affected Artwork.
- E. If (i) any Artwork is damaged, lost, stolen, or subject to emergency procedures, (ii) there is any change in the condition of any Artwork, or (iii) a withdrawal of any Artwork becomes necessary, DBG will, in each such instance, report such event and its cause, if known, to the Artist. In any such event, DBG will comply with the instructions of the Artist or someone authorized by the Artist with respect to the affected Artwork.
- F. Any damage to or change in the condition of any Artwork will be photographed by the Exhibitor immediately at the time of discovery and the photograph(s) will be included in a written report describing the following: the event and its cause, if known; the damage or deterioration, if any; the steps taken by the Exhibitor; the condition of the Artwork; and the Exhibitor's recommendations. A copy of such report will be emailed to DBG within 24 hours. The Exhibitor will provide promptly any additional information concerning such event that DBG may reasonably request.
- G. In situations requiring immediate action, DBG may provide verbal consent and direction concerning any necessary treatment or handling of an Artwork, to be confirmed in writing. After permission is given by DBG, the Exhibitor shall require the person treating the affected Artwork to document fully any treatment and to append the documentation to the condition report notebook together with a copy of the DBG's written permission for such treatment.

V. Installation of Work(s)

- A. The Exhibition must be installed in accordance with DBG's specifications, which will be provided to the Exhibitor at the time of contract execution. Installation of the Artworks will not take place until all construction and painting activities in the exhibition space has been completed.
- F. The Artworks must be exhibited in the frames supplied and will be provided with hanging hardware that may not be removed, repositioned or modified. The Exhibitor may not affix other types of hanging devices to the Artworks without written authorization from DBG. All mounts and housing provided for the Exhibition remain the property of DBG and are to be returned at the close of the Exhibition. Should the Exhibitor wish to provide their own mounts, they may be constructed by the Exhibitor in consultation with DBG.
- G. The Exhibitor will be responsible for and bear all expenses of the installation and showing of the Exhibition, including, but not limited to, construction, exhibition furnishings and furniture, lighting, labels and other graphic materials.
- H. DBG will provide a checklist and interpretive content via email or Dropbox which will be used by the Exhibitor to produce its own object and interpretive labels in its preferred format. The content of the Exhibition texts, however, may not be altered or revised by the Exhibitor without the written permission of DBG.

VI. Environment

- A. The Exhibitor will ensure that proper standards of environmental control are maintained in spaces where the Artworks and their packing materials are stored or displayed. Storage and display conditions not specifically noted below must comply with museum best practices as described in the NPS *Museum Handbook*, Part I. Exhibitor must provide an AAM General Facility report to DBG prior to contract execution, and display and storage conditions must be approved by DBG prior to the completion of the Agreement. Artworks may be withdrawn by DBG without prior written notice to the Exhibitor if it is determined that they are receiving improper care.
- B. Artwork may not come into direct contact with light fixtures or with heating, air conditioning, ventilation, or electrical outlets.
- C. Relative humidity levels will be maintained in the range of [##]% to [##]% in spaces where Artworks are displayed or stored. There must not be more than a [##]% fluctuation in relative humidity during a 24-hour period. A stable temperature will be maintained between [##]°F and [##]°F
- D. The Exhibitor will not allow any Artworks to be exposed to sunlight or fluorescent lights (unless the fluorescent fixtures have been fitted with ultraviolet filters) or excessive light levels, with light levels in spaces where the Exhibition is to be displayed not to exceed [##] footcandles ([##] lux) for [##] hours.
- E. Spaces in which Artworks or their packing materials are stored or displayed must feature fire protection at minimum in compliance with local ordinances, and must provide protection against insects, vermin, mold and pollutants.

VII. Security and Safety

- A. DBG will arrange for the security of the Artworks during transit and the Exhibitor agrees to cooperate with the DBG for this purpose.
- B. Exhibitor will be responsible for the security and safety of the Artworks while they are on its premises. Exhibitor agrees to confer with DBG concerning security matters relating to the Exhibition while on its premises and to provide DBG with such information about the Exhibitor's security as they may reasonably request.
- C. Exhibitor must provide security to protect Artworks against risk of damage, loss or deterioration due to theft, vandalism, fire, smoke, and water. Exhibitor agrees that in no event shall the security protection provided for the Exhibition be less than what it provides for artworks of similar value and condition in its own collections.
- D. Artworks must be displayed in a space supervised by the Exhibitor's staff while open to the public, and locked and secured while closed. If necessary, appropriate measures must be taken to protect Artworks from physical contact with visitors. If placed in storage, Artworks must be fully secured in a locked space.

VIII. Insurance and Risk of Loss

- C. Insurance coverage for the Exhibition in transit will be provided by DBG. Prior to the delivery of the Exhibition to the Exhibitor, DBG will provide the Exhibitor with a Certificate of Insurance naming the Exhibitor as an Additional Insured under such coverage.
- D. The Exhibitor will provide wall-to-wall on-site insurance coverage for the Exhibition while at the Exhibitor's premises and will provide DBG with a Certificate of Insurance naming DBG an Additional Insured under such coverage. Such coverage shall be in such amounts and

subject to such conditions as are reasonably satisfactory to DBG.

X. Financial Arrangements

- A. Exhibitor agrees to pay an Exhibition fee of \$[##] to DBG, of which one-half, \$[##] is payable upon signing this Agreement, with the balance payable on [EXHIBITION OPENING DATE]. DBG will invoice the Exhibitor for each of the two payments. Payment shall be made to DBG by check or other means agreed upon by DBG and the Exhibitor within 30 days of receipt of such invoice.
- B. Exhibitor agrees to pay pro-rated transportation costs, not to exceed \$[##]. Transportation costs will include expenses of DBG staff or authorized representative to travel with the Exhibition. Prorated costs will be based on actual expenses and will be invoiced as soon as they are available.
- C. The Exhibitor will bear all local costs incurred in presenting the Exhibition, including, but not limited to, on-site insurance coverage of Artworks, promotion, publicity, labels, gallery signage, shipping, travel costs for DBG staff or authorized representative accompanying traveling Artworks, unpacking and repacking the Artworks on Exhibitor's premises, installation costs, storage on Exhibitor's premises (if necessary) educational programs (if applicable), and receptions.
- D. The Exhibitor may seek sponsorship funding to cover its costs for showing the Exhibition, including all local costs and the Exhibitor's participation fee. To avoid sponsorship conflicts, if the Exhibitor seeks sponsorship funding, it agrees to consult with DBG and obtain the DBG's prior written consent to such sponsors. DBG agrees not to unreasonably withhold or delay its consent.

XI. Publicity, Photography, and Reproductions

- A. DBG shall provide the Exhibitor with a suggested press and shall use reasonable efforts to obtain permission from rights holders for images of selected Artworks to be used by the Exhibitor for press, promotional and educational purposes solely in conjunction with the Exhibition. Except with the written consent of DBG, only images of objects provided by DBG may be used in connection with the Exhibitor's showing of the Exhibition. Except as expressly set forth in this Agreement, DBG and/or rights holders retain all right, title and interest in and to all such images and Exhibitor shall not use, distribute, reproduce, publish, display, transmit or create derivative works of any such materials without DBG's prior written consent.
- B. Exhibitor agrees that all material, digital and physical, produced for publicity by Exhibitor shall be approved by DBG in writing in advance of publication. For DBG's approval, contact [Name, Title] at [Email address]. All materials produced by the Exhibitor concerning the Exhibition will carry the full title of the Exhibition and DBG's credit line (below).
- C. Exhibitor may also use the images described in Section XI - A above for promotion and marketing of the Exhibition on the Exhibitor website and in other Exhibitor social media outlets (e.g., Facebook, Twitter, etc.); provided, however, that all such use must comply with DBG's approvals and must comply with all guidelines and specifications issued by DBG regarding use of such images and all other branding, logos or other materials associated with the Exhibition or DBG. For purposes of clarity, after the Exhibition period and provided that Exhibitor complies with all of the foregoing, Exhibitor may continue to display on its website historical references to the Exhibition.
- D. Except as provided in this Agreement, the Exhibitor will not allow photographs or filming of any Artworks in the Exhibition to be taken for any reason without the prior written consent of DBG, or any other reproductions of any type in any medium to be made,

except for photographs (i) required in accordance with Section VI above, (ii) at installation for Exhibitor's internal archival or documentary purposes only or (iii) as otherwise authorized in advance in writing by DBG.

- E. All photography of Artworks and Exhibition authorized by DBG is subject to the following restrictions: framed Artworks may not be removed from their frames; photography lights must be at least [##] feet away from any Artwork; total wattage of all lights will not exceed [##] watts; photography may be done only on the premises of the Exhibitor, under the supervision of an appropriate member of the Exhibitor's staff; and the Artworks will at all times be protected from contact with photographic and video equipment and such equipment will not be permitted to be hazardedously close to any Artwork.
- F. The Exhibitor will prohibit photography by the public and will post an appropriate notice of the prohibition in the Exhibition display spaces.
- G. Copyrights and intellectual property rights of third parties may apply to Artworks or materials provided by DBG to Exhibitor. Compliance with intellectual property law during the showing of the Exhibition by the Exhibitor shall be the responsibility of the Exhibitor, which agrees to indemnify, hold harmless, and defend DBG from and against all liabilities, losses, or expenses arising out of any claim of a violation of copyright or other intellectual property law relating to the showing of the Exhibition by the Exhibitor.
- H. The Exhibitor will remit copies of any printed or electronic publicity or educational material relating to the Exhibition, together with a complete publicity report, to DBG no later than 60 days after the Exhibition closes at the Exhibitor's location. To the extent not retained by third parties, the copyright for all materials used in the Exhibition is retained by DBG.

XII. Credits and Acknowledgments

- A. The following credit line will be displayed prominently at the entrance to the spaces where the Exhibition is installed and shall also appear on all printed and digital materials related to the Exhibition including, but not limited to, press releases, invitations, announcements, brochures, posters, advertising, or other publicity:

Organized by Denver Botanic Gardens. Sponsored by [Name of Sponsor].

The Exhibitor will encourage all news media to include this credit line in reporting on the Exhibition.

- B. Should sponsorship of the Exhibitor's local costs be secured, the Exhibitor and DBG will mutually agree upon an appropriate credit line. Such acknowledgment shall appear in a separate credit line below DBG's credit line in a typeface compatible with and no larger than that used in the DBG's credit line.
- C. If DBG secures additional financial support for the Exhibition, it reserves the right to change the credit line and the Exhibitor agrees to use such revised credit line. Any revisions to the credit line(s) will be communicated to the Exhibitor in writing. Such revisions shall be included in all print and promotional matter not already in production or existence at the time the Exhibitor receives such revision.

XIII. Catalogues and Sales Materials

- A. No reproduction of any press materials or Artworks in the Exhibition for the purpose of sale shall be permitted without the prior written consent of the artist and DBG.

- B. Should DBG choose to publish an Exhibition catalogue, copies may be ordered by the Exhibitor, subject to availability, at the wholesale price of \$[##] each with a suggested retail price of \$[##] each, plus shipping and handling. The Exhibitor will notify the Organizer of the number of catalogues it wishes to order by [date].

XIV. Right of Cancellation; Force Majeure

- A. In the event that, less than [##] months before the scheduled opening of the Exhibition at the Exhibitor's location, the Exhibitor must cancel the Exhibition for any reason, except its untimely arrival at the Exhibitor's premises, the Exhibitor agrees to pay the unpaid balance of the participation fee. If the Exhibitor finds an alternative institution, agreeable to DBG, to show the Exhibition during the same time period, or at another time reasonably acceptable to DBG, the Exhibitor shall then only be liable to DBG for such part of the Exhibition fee not paid by such alternative institution and any additional transportation costs.
- B. In no event will DBG be held responsible, nor will the Exhibitor be relieved of its responsibility to pay the participation fee, if inclement weather, earthquakes, accident, riot, strikes, or other similar acts over which DBG has no control, prevent the delivery of the Artworks or portions of the Exhibition as scheduled.

XV. Disputes; Limitation of Liability and Indemnification

- A. Both DBG and the Exhibitor agree to use their best efforts to resolve through discussion and negotiation to their mutual satisfaction any disagreement arising out of or under the terms of this Agreement. Failing a negotiated resolution between the parties, DBG and the Exhibitor agree to participate in voluntary mediation (selecting a mediator by mutual agreement of the parties), but if after 60 days from the date of the first request by a party for voluntary mediation, no resolution of the dispute has occurred, then the parties agree that the dispute shall be resolved before a panel of three (3) arbitrators, at least one (1) of whom shall be a lawyer with substantial commercial and museum law experience, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time this Agreement is signed.
- C. The Exhibitor shall protect, defend, and save the Denver Botanic Gardens, its officers, agents, employees and volunteers, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage, arises out of services performed or omissions of services or in any way results from the negligent acts or omissions of the Exhibitor, their agents, or subcontractors, except the sole negligence of the Denver Botanic Gardens.
- D. The Exhibitor agrees that in no event shall any damages payable by DBG as a result of a breach by DBG of the terms of this Agreement exceed the amount of the participation fee actually paid to DBG and under no circumstances shall the Exhibitor be entitled to receive, in addition to its actual damages or the refunds described above, consequential, incidental, special, or punitive damages, the parties agreeing that the refund remedy set forth above, together with actual damages as limited hereby, are fair and sufficient and shall be the only remedies of the Exhibitor hereunder.

XVI. Entire Agreement; Amendments

- A. This Agreement and its Attachments constitute the entire understanding between DBG and the Artist with respect to the Exhibition. This Agreement supersedes and replaces any previous documents, correspondence, conversations, and other written or oral understandings related to this Agreement.

- B. This Agreement may not be amended or modified except by means of a written document. **Any changes the Artist wishes to make to this contract must be made in writing and approved by DBG's Director of Exhibitions.** Failure by the Artist to adhere to the terms of the Agreement may result in cancellation of the Exhibition at the discretion of DBG. While DBG will make every effort to adhere to the dates and specifications of this Agreement, DBG reserves the right to make changes as necessary and will notify the Artist in writing if such changes occur.
- C. If the scope of work as outlined above is not met by the agreed upon deadline, DBG reserves the right to cancel this Agreement without penalty. The Artist may be liable for any associated costs related to project development should the outlined deliverables not be provided as stated above.

XVII. Governing Law

This Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Colorado without regard to conflicts of law principles.

XVIII. Legal Proceedings; Seizure

- A. If any legal actions or other legal proceedings are commenced that involve or relate to the Exhibition, and the Artist or DBG is named as a defendant or respondent therein, the Artist agrees to give prompt notice to DBG and to cooperate with DBG and with the lender of any Artwork that is the subject matter of such actions or proceedings in any litigation that might ensue. Should a subpoena, complaint, other legal action or claim of ownership or right to possession be served all, asserted, or commenced against the Artist or DBG or any of the Artworks, seeking to attach, obtain possession of or seize any Artwork in the Exhibition, the Artist agrees to the fullest extent allowed by law, to resist such attachment or seizure and to defend itself and DBG and the lender, if any, of such Artwork, against such action or claim and, in any event, to take all steps lawfully available to the Artist immediately to notify DBG of any attempt pursuant to such legal process to obtain possession of or seize an Artwork in the Exhibition before any seizure is allowed or possession of such Artwork is surrendered in response to such process.

XIX. Contact Information; Notices

- A. The following persons are the staff members of DBG and of the Artist, respectively, to whom inquiries and questions relating to this Agreement should be directed:

ARTIST

[Name]
[Email]
[Phone]

DBG

Lisa M.W. Eldred
Director of Exhibitions
720-865-3518
Lisa.Eldred@botanicgardens.org

[Name]
[Email]
[Phone]

Jen Tobias
Associate Director of Exhibitions
720-865-3636
Jen.Tobias@botanicgardens.org

- B. Unless otherwise stated in this Agreement, all notices and other communications required or permitted by this Agreement shall be made to the above stated parties.
- C. All such notices and communications shall be considered given (i) when physically delivered by hand, by courier service, by overnight delivery service, or, if by fax or e-mail,

when receipt is acknowledged; or (ii) four (4) business days after being deposited in the U.S. mail, postage paid, certified, return receipt requested.

XX. Signatures; Binding Agreement

DBG and the Artist each warrant to the other that the officer or officers signing this Agreement on its behalf is or are authorized to do so and that it has entered into this Agreement and caused it to be signed on its behalf, intending to be legally bound.

DBG

ARTIST

Printed name

Printed name

Title

Title

Signature

Signature

Date

Date



EDUCATION COLLECTIONS MANAGEMENT POLICY

Board Approval: November 28, 2017

Created August 24, 2017

COLLECTIONS MANAGEMENT POLICY EDUCATION COLLECTIONS

August 24, 2017

Approved: Gardens and Conservation Committee, November 7, 2017

Approved: Art Committee, September 28, 2017

Approved: Chatfield Farms Committee, August 31, 2017

Statement of Authority

Board-level authority sits with Committees as indicated, consisting of appointed Board members, the Gardens' CEO, and appropriate director-level staff. Overall, Denver Botanic Gardens staff hold authority to make decisions concerning Education Collections. Implementation and evaluation of the Education Collections is managed by staff as noted within each subgroup. Education Collections holdings are not formally accessioned into Denver Botanic Gardens permanent collections.

1. Purpose of Acquisitions

Education Collections contain items adapted into active use, hands-on demonstrations, and educational functions. Overall, these collections consist of reproductions, restorations, period artifacts, specimens that may not be accompanied with appropriate data/documentation to serve a scientific purpose, or items of educational value not necessarily tied directly to mission or program priorities. Other criteria include: the Gardens has multiple representatives (better condition) in permanent collections, or the object has some damage that makes it less significant or not suitable for inclusion in permanent collections. Every effort is made to prolong the life of artifacts in the Education Collections by according them secure environments as objects in permanent collections, and by training volunteers in proper methods of handling and care. Use may affect their condition, so objects may be restored and repaired to help prolong their interpretive life, as wear, breakage and possible loss of these items is expected. Objects may be common and readily available on the market for purchase or by donation to the Gardens. The Education Collections shall be maintained separately from permanent collections.

2. Education Collections Subgroups: Oversight & Collections Emphases

Art

General, board-level oversight rests with the Art Committee. Management and coordination of collection items is the responsibility of Exhibitions & Interpretation staff. Implementation staff include: Director of Exhibitions, Art & Interpretation; Associate Director of Exhibitions & Art Collections/Associate Curator of Art; Manager of Exhibitions & Art Collections; and the Coordinator of Art Collections & Registration.

The Art Education Collection includes ephemeral items; 2D and 3D artworks; reproductions; and other cultural materials.

Chatfield Farms

General, board-level oversight rests with the Chatfield Farms Committee. Management and coordination of collection items is the responsibility of Exhibitions & Interpretation staff, in coordination with Chatfield Farms personnel. Implementation staff include: Director of Exhibitions, Art & Interpretation; Associate Director of Exhibitions & Art Collections/Associate Curator of Art;

Manager of Exhibitions & Art Collections; and the Coordinator of Art Collections & Registration.

The Chatfield Farms Education Collection includes products of material culture to support the key interpretive areas of: Agriculture Past & Present; Gardens for the West; and Deer Creek Natural Area. Specific areas of strength can be found in the Hildebrand Ranch and historic home. Objects range from antique farm implements to home furnishings.

Herbaria (Natural History Collections)

General, board-level oversight rests with the Gardens & Conservation Committee. Management and coordination of collection items is the responsibility of Research & Conservation department staff. Implementation staff include: Director of Research & Conservation; Associate Director of Research/Head Curator of Gardens' Herbaria; Curator of the Sam Mitchel Herbarium of Fungi; Assistant Curator of Mycology; Herbarium Associate; Research Associate in Floristics; and the Research Coordinator.

Herbaria (Natural History) Education Collections include mounted plant specimens, dried fungi, lichen, arthropod specimens, ethnobotanical preparations and products as well as bound herbaria and other items related to natural history collections.

2. Acquisitions Principles

Definition of terms:

Accession/Accessioning: the process of creating a formal, unique, and permanent numbered record of an object for which the Museum has custody, right, or title to add that object to the Gardens' permanent collection.

Acquisition: The discovery and negotiation for custody and title of potential additions to the Museum's collections, whether through sale, gift, or bequest.

Education Collections are *not* accessioned into the Gardens' permanent collection.

- 2.1 The Gardens will not acquire objects unless they are legally available for acquisition. If the Gardens is in doubt it will not proceed with the acquisition. Transferors and/or the Gardens should complete a written record to demonstrate that due diligence has been exercised in respect of title and provenance.
- 2.2 The Gardens will not collect ethically problematic objects regardless of their legal availability, including human remains, regardless of their relevance to the collection or institutional history.
- 2.3 The Gardens will not accept, whether as gift, bequest, or purchase, any object without confirmation of the donor, executor or seller that s/he owns the object, and is able to transfer it free from encumbrances. The Gardens will not acquire any object where it has reasonable cause to believe that the current holder is not legitimately entitled to retain the object or that the object was stolen, illegally exported, or illegally imported. For Living and Natural History Collections, proper permits for collecting materials is required.
- 2.4 The Gardens will not buy works of art, specimens, artifacts or other objects from any person or entity barred from transacting with the Gardens by applicable law, nor from its staff, Trustees, or business entities in which these individuals or their

- spouses/partners hold any beneficial interest.
- 2.5 The Gardens will not buy or accept the gift, bequest, or exchange of, works of art, specimens, artifacts or other objects that bear restrictions on their display, access, disposal or management (unless, in the opinion of the advised CEO, the Art Committee or Gardens and Conservation Committee and the Gardens' Board of Trustees, the proposed restrictions are not deemed onerous or inappropriate and the Gardens' best interest is served by accepting them.) The Gardens will seek to attain copyright and related intellectual property rights (or the appropriate permissions) for objects where possible and appropriate.
- 2.6 The Gardens reserves the right to decline a gift or bequest if the costs of its transportation, installation, storage, or conservation are prohibitive, or if it does not meet the goals for the Collection. The Gardens also reserves the right to decline a gift or bequest if it is unable to provide for its storage, protection, and preservation to professional standards within existing facilities and conditions.
- 2.7 The Gardens will not maintain gift collections as separate physical entities, except under extraordinary circumstances determined at the time of acceptance of gift.
- 2.8 The Gardens will not provide an appraisal for a donated object. Items with an estimated value over \$5,000 must have a current appraisal upon presentation to the Gardens for acquisition consideration. All appraisal fees are the sole responsibility of the donors. Donations are tax deductible per guidelines established by the U.S. Internal Revenue Service.
- 2.9 Objects found in the Gardens' collections that lack records or provenance may be acquired as abandoned property, if all appropriate legal action has been exhausted, ownership cannot be identified, and the object's known history is consistent with legal definitions of abandoned property.

3. Acquisitions Criteria

- 3.1 Objects are added to Education Collections by managing staff when said objects or specimens are relevant to and consistent with the purposes and activities of Education Collections and align with the aims of collection subgroups as stated above. Objects are additionally evaluated based on physical condition, relevance to permanent collections, and relevance to interpretation and/or learning engagement aims.
- 3.2 The Gardens must be able to provide for the storage, protection, security, and appropriate processing of all acquired objects under conditions that ensure their availability for the Gardens' purposes and in keeping with accepted professional standards.

4. Acquisitions Process

- 4.1 Managing staff of Education Collections can acquire and designate objects for Education Collections when criteria are met and appropriate care for the item can be accommodated. Director-level staff approval for incorporation of objects or specimens into Education Collections considers space requirements; transportation; likely programmatic use; insurance; security risk; conservation/preservation and required financial support.
- 4.2 If the acquisition is a donated object or bequest, the donor or donor's representative will then sign an in-kind donation form, which will become part of the object record as well as part of the Gardens' Development Department records. Any donor will understand that items in the Education Collections will not be maintained in perpetuity. Disposal is at the discretion of Denver Botanic Gardens.

- 4.3 An accessioned object can be moved from any of the permanent collections to an appropriate Education Collection only with deaccession approval from the appropriate governing board-level committee (Gardens and Conservation Committee; Art Committee). Staff cannot reassign accessioned collections objects/specimens to any of the Education Collections independent of this deaccession process.

5. Content Management and Recordkeeping

- 5.1 Education Collections are cataloged, managed, and tracked within collections databases separate from permanent collections databases. Physical inventorying of objects/specimens within the Education Collections is a continuous and ongoing process.
- 5.2 All objects/specimens are assigned a unique identification number with the prefix or suffix "EC" to differentiate from items formally accessioned into permanent collections.
- 5.3 Confidential information such as shipping and insurance histories, appraisals, tax documents, purchase orders, donor addresses, and telephone numbers is restricted and may be available only to certain members of the professional staff as needed.
- 5.4 Collections and object registration records must not be dispersed or destroyed except in accordance with the Gardens' record retention policy.

6. Disposal

Disposal – The physical removal of the object from the organization via sale, exchange, destruction, or other transfer of the object.

A. Disposal Criteria

The Gardens may dispose of an Education Collections object/specimen because:

- 6.1A The object is no longer relevant to the mission of the Gardens or to the Education Collections
- 6.2A The object is of lesser quality than other objects of the same type that are already in the collection or that are about to be acquired.
- 6.3A The object has been found to lack sufficient aesthetic merit, value, or historical importance to warrant retention.
- 6.4A The object is in irredeemably and unusably poor condition, or preservation of the object in poor condition is more costly than its aesthetic or historic value, or the object can be replaced by a comparative one at less cost than conservation.
- 6.5A The Gardens is unable to preserve, secure, or store the object in accordance with professional standards.
- 6.6A The object is unduly difficult or impossible to care for or store properly, or poses a threat to the rest of the collection.
- 6.7A The legal status of the object is problematic, or the object is inauthentic.
- 6.8A The object is hazardous.

B. Disposal Process

- 6.1B Education Collections material may not be purchased by a Denver Botanic Gardens staff member, volunteer, or Board member, nor may these parties or their affiliations benefit from the disposal of an object.
- 6.2B Pending the terms of acquisition, appropriate methods of disposal may be:

Sale: The object may be sold privately or at public auction.

Donation: The object may be donated to another repository or educational organization.

Exchange: The object may be exchanged with another repository or educational organization.

Destruction: If an object has deteriorated or been damaged beyond repair, poses a health or safety hazard, poses a threat to collection, is determined to be a fake or forgery, or holds neither intrinsic nor monetary value, it may be deliberately destroyed.

C. Proceeds

6.1C The Gardens will place all net proceeds (proceeds less out-of-pocket expenses) from any sale of Education Collections into collections care. Funds will be utilized for direct care of collections, including conservation of collections objects, the improvement of housing, display, storage, or acquisitions.

6.2C No staff member, volunteer, Board Member, or their affiliations shall benefit from the disposal of an object.

7. Access & Use

Education Collections shall be accessible for educational programs, display, research, demonstrations, or other suitable activities that meet interpretation and learning engagement aims. Access to collections or collection records can be denied if such access may create a substantial risk of harm, theft, or destruction of such objects or of the area or place where the objects originated.

A. Requests

7.1A Collections managers may require a written request, stating which objects are to be examined, the method of examination, and the reasons for the examination.

7.2A Collections storage areas are not accessible to the unaccompanied public or non-authorized staff. If non-collections staff requires access to collection storage facilities (for repairs, pest remediation, inspection, etc.), persons must be accompanied by appropriate collections Gardens staff at all times. Photography and scanning of non-displayed objects by non-Gardens staff is strictly regulated.

B. Confidential Information

7.1B The Gardens' collection registration records are not a public record and are considered confidential information. Collections managers may provide portions of registration records to qualified researchers, but restrict access to information on donor and value.

C. Other Uses

7.1C At the discretion of collections managers, select objects may be made available for scholarly media use including educational films, electronic media, or still photography for scholarly publications or like on-site supervised uses.

7.2C At the discretion of collections managers and with administrative approval, objects or their images may be made available for reproduction or replication for commercial use. Collections staff, shall be the judge(s) of quality control, selection. Such commercial use shall be for the benefit of the collections and consistent with this collection policy.

7.3C The Gardens does not grant approvals for use on behalf of third-party copyright, trademark or other intellectual property rights holders.

8. Loans

A. Incoming Loans of Education Collections

The purpose of a loan is to enhance the mission of the Gardens by enabling display and/or interpretation of objects which the Gardens does not hold. Loans to the Gardens should augment the institution's purpose, including broadening its reach to diverse and new audiences. Collections managers make recommendations that the Gardens lend or borrow Education Collections objects from an artist, private collector, institution, school, or government entity.

- 8.1A The Gardens will borrow items from other institutions for exhibition, interpretive, or education purposes using a properly executed loan form and/or exhibit contract with checklist.
- 8.2A The Gardens will only borrow objects for which the Gardens can provide care under the same standards as its own Education Collections and will maintain the highest possible standards for safe handling and installation.
- 8.3A Borrowed objects to be displayed outdoors are understood to incur a degree of unavoidable risk due to weather, climate, flora and fauna, and handling, as are objects borrowed for purposes in which direct visitor interaction is intended. Risk to borrowed objects will be mitigated where possible by Gardens collections staff.
- 8.4A All incoming loaned objects will be examined for condition, documented, photographed, and assigned unique numbers for tracking. Borrowed objects may additionally be tracked using the collections database.
- 8.5A Borrowed items will be examined for condition and damage at the end of the exhibition or use, prior to return to the lender. Reports on the incoming and outgoing condition of borrowed objects will be available only to their owners or for insurance purposes.
- 8.6A All borrowed objects will be fully insured by the Gardens while on site at the Gardens or while in Gardens transportation per insurance values provided by the lender, unless agreed in writing otherwise.
- 8.7A The Gardens does not accept items on permanent loan, except in unusual and exceptional circumstances. Typical loan duration is for a year or less.
- 8.8A Per Colorado law, property is generally presumed abandoned five years from the date of the last contact. If a loan is abandoned, DBG reserves the right to turn the property over to the state, managed by the Unclaimed Property Division of the Colorado State Treasury.

B. Outgoing Loans from the Gardens' Education Collections

Loans from the Gardens extend the institution's purpose outside the walls, promoting awareness and public exposure of the Gardens' collections. Education Collections can be readily loaned to non-traditional/non-museum entities including schools, libraries or other educational institution or program. All loans require properly executed loan forms and registration records. The Gardens will not grant "permanent loans."

- 8.1B The Gardens may lend Education Collections objects/specimens for exhibition or programmatic use.
- 8.2B Objects shall not be lent to individuals except under special circumstances and with the approval of relevant department directors or associate directors. Before lending to individuals every effort must be made to identify an institutional

affiliation or endorsement for the person. If an affiliation is impossible to establish, then written reasons must be stated with the loan form.

- 8.3B Approval is considered based on the following criteria: the need for the object, the purpose and length of use, the condition and value of the object, risk to the object posed by travel, the method of display, and the anticipated need of the item for the Gardens' own research or exhibition purposes.
- 8.4B Offsite display for any site or purpose requires assessing the condition and preparing objects for travel. This may include matting, framing and the manufacture of special boxes or display cradles; packing and crating; and insurance arrangements for borrowed item while in transit and at the proposed site.
- 8.5B The term of a loan from the Gardens is a maximum of one year. For extended loans, the period may be extended for a year on a year-to-year basis, but for no longer than three years.
- 8.6B Materials placed on loan by the Gardens will be assigned an insurance value prior to shipment. Objects loaned to other institutions must be fully covered by their insurance while on their sites or during transportation with their staff or representatives, per insurance values provided by the Gardens.
- 8.7B Some objects in the Gardens' Education Collections are not available for loan, including unprocessed collections, objects of unclear legal status, and items too fragile or environmentally sensitive to travel. Decisions are at the discretion of the relevant department directors or associate directors.

C. Exchange Loans

- 8.1C Exchange loans may be made for the mutual benefit of the institutions, or a lending institution may request a loan to fill the resulting gap in its permanent exhibition from an institution borrowing an important work.
- 8.2C Exchange loans may be reciprocal loans for long or short periods, or they may be used when an object requested for loan must be replaced at the lender's site for the duration of the loan. They are handled in the same fashion and with the same restrictions as other outgoing or incoming loans, with loan contracts to document the transaction.

9. Care & Maintenance

The Gardens is dedicated to appropriate collections stewardship according to current national standards and best practices, particularly as outlined by the American Alliance of Museums. Considerations include environmental conditions; handling and maintenance procedures; storage, exhibition, packing, transport, and use; pest management; and digitization.

A. Preservation

- 9.1A The Gardens' collections are cared for and maintained in conditions intended to preserve and extend their physical integrity. To this end, the Gardens has established minimum standards of care, including environmental restrictions and housing within appropriate archival quality storage materials.
- 9.2A Education Collections are managed within stable and appropriate environmental standards.
- 9.3A Integrated pest management practices are utilized to monitor and mitigate collections pest issues and concerns.
- 9.4A The Gardens will maintain the highest possible standards of handling and installation to preserve collections objects.

- 9.5A Activities involving the use of the collections carry risk to the objects' longevity and condition. The Gardens seeks to manage and mitigate this risk while balancing the need for reasonable access.
- 9.6A Based on the uniqueness, significance, monetary value, and condition of an item, objects may be selected to be conserved by a professional conservator.

10. Security

- 10.1 No one is permitted to access collections in the absence of collections staff.

11. Risk Management

- 11.1 Refer to Denver Botanic Gardens Disaster Plan (September, 2007) for information including emergency instructions.
- 11.2 Off-site backups of electronic collections databases will be maintained to ensure data is preserved in the event on-site information is destroyed or lost.
- 11.3 Education Collections are covered by the Gardens property insurance. Collections staff coordinate levels of coverage with the Finance Department.

12. Inventories

- 12.1 Denver Botanic Gardens collections staff conduct periodic inventories of its subset collections. Inventory information is recorded in the appropriate collections management databases and catalog files.

13. Objects Found in Collection; Objects Left in Custody; Abandoned Property/Unclaimed Loans

- 13.1 Objects found in collections without documentation will be evaluated by appropriate collections staff in an effort to determine the source of the object, and if possible, the intended purpose.
- 13.2 Found objects that curatorial staff wish to add to a permanent collection will be accessioned according to permanent collection policies as outlined for Living Collections, Herbarium of Vascular Plants, Herbarium of Fungi, Library, or Art.
- 13.3 Objects that are determined to be loans to the Gardens, but remain unclaimed, or objects left in custody will be processed according to Colorado Revised Statutes.

This policy will be reviewed by Gardens staff as required to maintain an effective collection policy, but at minimum every five years. Substantive changes must be approved by relevant board committees and subsequently by the Board of Trustees. Staff can make changes to better articulate intended meaning.

Sources:

American Association of Museums, *National Standards and Best Practices for U.S. Museums*. Washington, DC: AAM, 2008.

Buck, Rebecca A. and Jean Allman Gilmore, eds. *The New Museum Registration Methods*. Washington, DC: AAM, 1998.

Reibel, Daniel B. *Registration Methods for the Small Museum*, 3rd ed. Walnut Creek, CA: Altamira Press, 1997.