This Application is for THE HONOLULU MUSEUM OF ART SCHOOL 2019 Exhibition Program at 1111 Victoria Street, Honolulu Hawai‘i shown below on the terms and for the activities described in this Application and in the attached Attachments “A,” “B,” and “C” which are incorporated here by reference.

*Community Organization Information (“Exhibitor”)*

Organization Name:

Business Address:

Telephone Number:

Liability Insurance
Does applicant currently have General Liability Insurance Coverage for the proposed activities?\*

[ ]  Yes [ ]  No

Note: If Applicant does not currently have General Liability Insurance Coverage at the time of application, Facility User shall furnish HoMA with a certificate of such insurance at least fifteen (15) daysprior to the start of installation. Honolulu Museum of Art does not insure the programs at 1111 Victoria Street, including the gallery, and is not liable for any theft, damage or injury to art, property, or individuals on that property. Applicant will be required to read and sign HoMA liability waiver, ATTACHMENT B.

*Primary Contact Information (“Applicant”)*

Name:

Affiliation to Organization:

Email:

Telephone Number:

*Secondary Contact Information*

Name:

Affiliation to Organization:

Email:

Telephone Number:

1. Exhibition Description

Exhibition Title:

*Exhibition Dates*There will be four slots open for proposals for the 2019 calendar year. Number preference 1 through 4,
with 1 being first choice and 4 being last choice.

|  |  |
| --- | --- |
| ***Preference*** | ***Dates of Exhibition on View*** |
|  | March 8, 2019–April 5 2019 |
|  | May 31, 2019–July 5, 2019 |
|  | August 30, 2019–October 4, 2019 |
|  | October 18, 2019–November 22, 2019 |

*Exhibition Concept*

In a MAXIMUM length of 1 page*,*provide a detailed summary of the exhibition, taking its audience(s) and type of artwork being displayed into consideration. Briefly explain how this exhibition aligns with the museum’s organizational values: to find inspiration from great art, respond to new art, be accessible and inclusive to a wide range of audience, be responsible stewards of our institution, value creativity and innovation. If this exhibition is related to other exhibitions/events please list them, including working titles and dates. Explain the relationship if it is not clear from the working title.

**We encourage creative proposals that include more than one group; applicants may share the space by proposing collaborative exhibitions, for example.**

1. Required Resources

*Physical Location(s)*

Identify museum spaces to be used reception, workshop, or programming purposes, for this exhibition. Please check all that apply.

|  |  |
| --- | --- |
| **Museum Space** | **Check if applicable** |
| Main Gallery |  |
| Porch |  |
| Classroom(s) |  |

*Equipment Needs*

What material resources (if any?) Are needed to carry out this exhibition? Examples: forklift, drills, ladders, AV

*Professional services*

Please list names of all contractors to be hired for art handlers, art installers, intended speakers, performers, and/or other service providers for this program. Note the status of contract and any specific requests/expectations they may have as part of the arrangement.

*Partner(s)*

List any individuals or organizations that you expect to be involved in the exhibition. Include how the exhibition will benefit from partnership and list any specific requests/expectations from these partners.

The person(s) signing this Application below certifies that he/she is authorized to submit this Application on behalf of the Organization and that if approved and signed by HoMA the terms and conditions stated in this Application and the attached Attachments will become a legally enforceable agreement of both parties.

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Signature of Applicant Date

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Name (please print legibly)

All completed proposals can be submitted online via email after November 15, 2018 until December 15, 2018 to:

Exhibition Manager – Honolulu Museum of Art School

gallerymanager@honolulumuseum.org

Indicate “2019 Exhibitor Application Submission – Honolulu Museum of Art School” in the subject line.

**HONOLULU MUSEUM OF ART**

**2019 EXHIBITOR APPLICATION
ATTACHMENTS**

**ATTACHMENT A
GENERAL TERMS**

The Honolulu Museum of Art (“HoMA” or “Museum”) located at 900 South Beretania Street Honolulu, HI 96814 has contracted with you (“Applicant”) as representative of a community organization (“Facility User”) to be the venue for temporary use of space(“Exhibition”) and opening reception (“Event”). This letter and the attachments hereto (collectively, the “Agreement”) will set forth our agreement regarding your use of the Facility. All terms and attachments are subject to change without notice.

Facility Usage. The Exhibition will be held in the Main Gallery at Honolulu Museum of Art School (“HoMAS” or “Facility”) during agreed upon dates. Staffing expenses associated with executing the Exhibition and Event services and additional terms regarding the use of the Facility are set forth in the Facility Usage Agreement (“Usage Agreement”) attached as Attachment A hereto and made a part hereof. Facility User shall be responsible for obtaining any use permits, licenses or other permission for the Exhibition or Event required from State, City or other governmental agencies. Except as stated in this Agreement, Applicant shall be solely responsible for the Administration and operation of the Exhibition or Event, including the selection and payment of any employees agents, juror(s) and contractors **subject only to such review, supervision, direction and approvals as HoMA deems necessary to comply with its AAM Accreditation and Hawai‘i State leasehold obligations.**

Reception: The Honolulu Museum of Art School does not provide any catering services. It is up to the community stakeholder to organize a reception for the exhibition if so desired. If a reception occurs, the reception menu is limited to the following items: water, white wine, cheese, and crackers. Please contact the Exhibition Manager for further information regarding these choices. Please see ATTACHMENT C for Reception Guidelines.

Property Guidelines. The parties, Facility User, vendors, and entertainment must agree to abide by the procedures governing use of the Facility property as listed in the attached Usage Agreement and all other terms and conditions set forth in the Usage Agreement.

Termination.

1. Emergency Termination: This Agreement may be canceled without penalty to HoMA if, in the opinion of the Director, any portion of the Facility or other Museum property necessary to the intended use has become unsafe or unsuitable for such use. Should this occur, the proposed Exhibition and Event may be rescheduled for a date mutually acceptable to both parties. If rescheduling is not feasible, the deposit will be refunded.
2. Early Termination: HoMA shall have the right, at any time during the term of usage, to terminate Applicant’s use immediately by written notice to Applicant if Applicant fails to comply with any requirement of this Application or for any Activity that it believes conflicts with its AAM Accreditation or State Lease or may not be in the best interest of the community of HoMA. Applicant waives any claim for damages or other losses due to HoMA’s early termination of Applicant’s use of the Facility. Any early termination of usage under this Section shall not release Applicant from the payment of any sum then due HoMA or from any claim for unpaid fees or damages previously accrued or then accruing against Applicant.
3. Return of Premises: Upon termination or expiration of Applicant’s usage of Facility, Applicant shall immediately vacate the Facility, remove all personal property of Applicant or its invitees, and leave the Facility in the same condition as they were prior to Applicant’s occupancy of the Facility, excepting only reasonable wear and tear.

Insurance. Insurance coverage for artwork and contractors shall be the responsibility of the Facility User. Facility User, at its own expense, agrees to obtain insurance with a company satisfactory to the Museum against claims for bodily injury and property damage under a policy of general liability insurance in an amount not less than ONE MILLION AND NO/100 DOLLARS (US $1,000,000.00). Such policy shall indicate the date of the exhibition and name both Facility User and HoMA as parties insured. Facility User shall furnish HoMA with a certificate of such insurance at least fifteen (15) daysprior to the start of installation.

Assumption of Risk and Release. By signing this Agreement and by entering onto the HoMAS property and the Facility, Facility User, on behalf of Facility User and its employees, contractors, vendors, representatives, invitees and guests (collectively, “Guests”), assumes all risk of personal injury, wrongful death and/or property damage, from whatever cause, suffered in, on or around the HoMAS property, the Facility and the surrounding areas. Facility User does hereby waive, release and forever discharge HoMA and its officers, directors, employees, volunteers and agents (collectively, “Representatives”), from any and all claims, demands, causes of action, liabilities, damages, losses, costs, and expenses (including reasonable attorney’s fees and costs) for loss or damage of any kind, including without limitation, personal injury, wrongful death and/or property damage, arising out of or in connection with the access to or use of the HoMAS property, the Facility and the surrounding areas by User and User’s Guests.

Indemnification. Facility User shall indemnify and hold harmless HoMA and its Representatives from and against any and all claims, demands, causes of action, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees and costs) for loss or damage of any kind, including without limitation, personal injury, wrongful death and/or property damage, arising out of or in connection with (i) the access to or use of the HoMAS property, the Facility and the surrounding areas by User and User’s Guests; (ii) any failure by User or User’s Guests to observe, perform or comply with the terms and conditions of this Agreement.

Right of Inspection. HoMA’s employees and agents shall have the right to access the Facility at all times to ensure compliance with this agreement and for security, maintenance and/or supervision purposes and to post reasonable signs or notices to protect HoMA Accreditation and site lease.

No Joint Venture; Partnership. The parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this Agreement. Neither party shall have the right or authority to bind the other to any contract or legal obligation of any kind.

Entire Agreement. This Agreement supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. There are no agreements, understandings, representations or warranties among the parties other than those set forth herein.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai‘i. Any dispute arising out of or in connection with this Agreement that is not resolved by the parties shall be filed and heard in the state or federal courts located in the City and County of Honolulu, Hawai‘i and the parties consent to the exclusive jurisdiction of such courts.

Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement binding on both parties.

Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

1. **Estimate of Expenses**

Any changes to exhibition details or opening reception details must be submitted to HoMA primary contact in writing **10 working days prior** and are subject to the approval of HoMA.

Schedule of Fees for the HoMAS Main Gallery and the Facility Use Service for this Area. **The** **1.1 fees are waived for community exhibitors as part of our collaboration.**

|  |  |  |
| --- | --- | --- |
| **ITEM**  | **Unit** | **RATE**  |
| Base operational fee | - | $1,500.00 |
| Lighting | - | $225.00 |
| Moving Walls | - | $90.00 |

1. Schedule of Fees for the HoMAS Opening Receptions. These fees apply based on the Community Exhibitors decision to have a reception, and depending on Exhibitors selections below.

|  |  |  |
| --- | --- | --- |
| **ITEM**  | **Unit** | **RATE**  |
| During ReceptionSecurity\* (3 hours) – 1 Staff | 1 | $90.00 |
| Reception Setup/Cleanup Operations\* (6 hours) – 1 Staff | 1 | $270.00 |

*\*Depending on the size of the Opening Reception, a minimum of 1 additional security guard and 1 operations staff needs to be present.* *HoMA to invoice any additional costs based on actual hours worked by staff.*

1. **Payment Schedule**
2. Security Deposit: Facility User shall deposit with HoMA the sum of $100 as a security deposit due with the signed contract, to be held by HoMA as security for Facility User’s faithful performance of the terms, covenants, and conditions of this Agreement. HoMA may apply the security deposit against any damages or losses caused by Facility User’s use of the Facility or failure to comply with the terms of this Agreement. The security deposit will be returned to Facility User within 10 days following the completion of the Event and full compliance with this Agreement by Facility User.
3. Payment Deposit: HoMA must receive a non-refundable payment of 50% of total estimate at least one (1) month prior to exhibition opening to guarantee your reservation. The payment will be applied towards the exhibition balance, granted the exhibition is not cancelled, postponed or Facility User otherwise fails to perform the terms outlined in this Agreement.
4. Balance: HoMA must receive the remaining quote balance one (1) month after exhibition closes. HoMA to invoice any additional costs based on actual hours worked by staff.

1. **Guidelines**

Facility User and vendors must always keep in mind the fragile and irreplaceable nature of the spaces being used at the Honolulu Museum of Art and adhere to the guidelines outlined below.

Use of the Museum must:

* Respect the Museum facility
* Not detract from the public image of the Museum
* Abide by all laws and regulations and the physical and logistical limitations of the property
* Be coordinated in concert with Museum staff, facility requirements and other uses of the Museum

Use of the Museum is not permitted for:

* Fundraising or profit-making events
* Weddings
* Events in support of any partisan political or religious purpose
* Events that charge admission or sell goods

The Facility shall only be used for the Exhibition and the Event as described above. Facility User is responsible for obtaining all licenses and permits required for the Exhibition and the Event and for complying with all applicable laws.

Facility User must be a nonprofit corporation, exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. Please contact Exhibition Manager for further details on this.

1. **Outside Vendors**

Any outside vendors and their participation must be approved by HoMA, in its sole discretion, at least two weeks prior to the exhibition and provide a certificate of insurance. The Facility User is responsible for ensuring the vendors review and sign any required museum guidelines agreement. Any expense incurred by the Museum resulting in the vendor’s failure to follow these guidelines will be billed to the Facility User. Conduct of the vendors and coordinating the details of their participation is the responsibility of the Facility User.

HoMA does not provide any rental equipment aside from the existing tables and chairs. All additional equipment rented for the exhibition is the responsibility of the Facility User. All arrangements for delivery and pick-up must be cleared in advance by HoMA. Any unscheduled deliveries will be refused.

1. **Promotional Materials & Press Releases**

Promotional information, images, and guidance are due one (1) month prior to the start of the exhibition opening. You are responsible for the design, printing, and dissemination of promotional materials for your exhibition (postcards/fliers). Design and wording is subject to approval by the Museum’s Communications department.

1. **Facility Access, Storage, Installation, and Copyrights**

The Facility User shall have access to and from the Facility as may reasonably be necessary for the use of the Facility. Applicant acknowledges that the Facility is a part of HoMAS Studio and School Programs. Use of the Facility under this Agreement shall not interfere with operation or programs.

The Facility User may not store any artwork prior to the installation/gallery access date or after the agreed upon final de-install date.

Installation may occur between the hours of 8am and 9pm. The Facility User is responsible for the installation of their exhibition. The Facility User may not move walls or reposition lights. HoMA staff will be responsible for moving and repositioning walls and lights. Walls cannot be moved once artwork is in place. No food, drinks, or smoking of any kind are allowed in the galleries. Potentially hazardous materials such as oil-based paints or thinners must be given prior approval and may not be left in the gallery overnight.

The Facility User is solely responsible for obtaining any required license, clearance, and permission to broadcast, perform, or display any copyrighted, trademarked, patented, or franchised materials, including but not limited to film, music, video, publications, and software. The Facility User agrees to indemnify and to hold HoMA harmless against all costs, expenses, or liability which may arise from the Facility User’s failure to obtain any required license, clearance, or permission.

1. **Alcohol, Drugs and Tobacco**

The use or consumption of alcohol is only permitted during the Event. The Facility User shall provide HoMA with a valid liquor license at least (7) days prior to the Event. The Facility User agrees to comply with and shall be responsible for the compliance of all city and county, state and federal laws governing the serving of liquor.

The use or consumption of illegal drugs and tobacco products shall not be permitted at HoMAS or the Facility at any time.

1. **Jurying, Installation, and Packing**

It is preferred that all jurying be completed off site or through an online call for entries initiated by the Facility User. A reasonable maximum total of artworks is expected may be included in each exhibition (for example, a 40-artwork show), taking into account the Facility, museum staffing and capacity of community organizer to oversee the handling of the artwork. Once jurying is completed, all accepted artwork may be delivered to the main gallery and be ready for installation. At the end of the Exhibition, all artwork must be packed up and picked up by either the Facility User, art owner or the artist during the pre-determined timeframe.

1. **Labeling Artwork**

All artwork must be labeled following a museum standard labeling format (see below). Prices cannot be displayed on the label.

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**Suggested font sizes**

Artist name: 18px, Bolded

Location, Years lived: 18px, Regular

Title: 18px, Italicized

Date: 18px, Regular

Medium(s): 14px, Regular

Special gifting or loan notes: 12px, Regular

Optional Description: 14px, Regular

Suggested fonts: Verdana, Helvetica, or readable slab-serif

1. **Merchandise, Selling of Art, Fundraising**

The Facility User may not sell any merchandise on the premises. Selling of artwork is not permitted on the HoMAS property or the Facility. The Facility User may provide artist contact information for visitors but no price amount, price list, or transactions are allowed on the HoMAS property or the Facility. Purchased art that is exhibited on HoMAS property or in the Facility may not be picked up by the buyer from HoMAS property or the Facility. Fundraising for any person or organization other than the Honolulu Museum of Art is not permitted on the HoMAS property or the Facility.

1. **Music and Entertainment**

Music and entertainment must be approved at least two weeks prior to the event. In accordance with residential neighborhood requirements, no music can be played on the premises after 9:00p.m. The Facility User is responsible for conduct of entertainers and performers and for coordinating all details regarding the function schedule, set-up and any restrictions. HoMA has the right to address any music or entertainment not following laws and regulations and the physical and logistical limitations of the property.

1. **Decorations**

All decorations must be approved at least two weeks prior to the event. Any items that alter, disturb or are harmful to premises, including the gallery, classrooms and facilities are prohibited. Decorations must be free standing and cannot be taped, nailed or pinned to any walls. No open flame of any kind is allowed on the HoMAS property or the Facility.

Floral arrangements must be completed off premises, and must be removed after the function unless permission is granted otherwise. Flowers, décor or other set up will not be allowed in the galleries.

1. **Cleanup**

The Facility User is responsible for the clean-up of areas used by the Facility User, including the removal of all personal property of the Facility User from the HoMAS property and the Facility. The Facility User is responsible for disposing of all trash in appropriate trash bins or dumpster located behind the Main Gallery. The Facility User shall be responsible for reimbursing HoMA in full for any reasonable expenses incurred in cleaning or repairing the Premises to restore them to their condition prior to the Facility User’s use of the HoMAS property and the Facility. The Facility User shall make such reimbursement to the HoMA within ten (10) days of HoMA’s presentation for an itemized invoice for these expenses.

1. **Timeline & Layout**

A finalized function layout and timeline (including set-up and break-down) must be submitted and approved by HoMA at least one week prior to the event. Any changes after must be approved in writing by HoMA. Please be mindful of museum patrons during museum hours.

The Facility User must provide a list of all personnel requiring access to the premises for set-up (staff, sitters, caterers, vendors, musicians, performers, event coordinators, etc.) and their arrival times, at least one week prior to the event.

1. **Gallery Sitters & Security**

The Facility User is responsible for providing sitters during all open gallery hours. If the Facility User cannot provide sitters, HoMA shall have no duty or responsibility for the protection, safeguarding, care, or storage of any personal property, nor shall HoMA be liable for any damage to person property used or left at the Facility by Facility User or its employees, agents, contractors, customers, guests or invitees. Honolulu Museum of Art does not insure the programs at 1111 Victoria Street, including the gallery, and is not liable for any theft, damage or injury to art, property, or individuals on that property.

Security staff will close the building after the function. It should be clearly understood that the duties of the HoMA staff at the event are to represent HoMA and to ensure the security of the site. Authority rests with the HoMA personnel. HoMA is not responsible for security of any outside rentals, equipment, décor or other items brought into the facilities.

**ATTACHMENT B
LIABILITY WAIVER**

Release and Indemnity. The gallery user releases and discharges the Honolulu Museum of Art and the Art School, its employees, agents, or other representatives from any all liability, claims, actions, loss, damage, injury, of any nature to either person or property arising out of, or in connection, with the exhibition and associated events/programming. The Renter agrees that under no circumstances shall the Honolulu Museum of Art be responsible for any liability, loss, or damage caused by the Renter or arising out of the Event. The Renter agrees that it will indemnify and hold the Honolulu Museum of Art, its employees, agents, and other representatives harmless of, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments on account of injury or damage to person or property to the extent that any such injury or damage may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence, misconduct on the part of the Renter or any of its agents, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises with the express or implied invitation or permission of the Renter. The Renter will defend the Honolulu Museum of Art, its employees, agents, and other representatives from any claims arising out of the Renter’s use of the Premises, including attorney fees. The Honolulu Museum of Art is not responsible for any personal property left on the Premises. The artist’s/owners of submitted work and/or user of the Honolulu Museum of Art School gallery space shall assume all risk and liability for all art work exhibited in the Art School galleries. The Museum is not responsible for the loss of or damage to artworks, frames, glass, or any other component of the art, no matter how sustained. The Renter waives any claims against the Honolulu Museum of Art, its employees, agents, or other representatives for any such damage or liability.

Artworks submitted are subject to reproduction for publicity and use in HoMA publications.

**ATTACHMENT C
RECEPTION GUIDELINES**

Planning & Set-up

 Full layout of kitchen/prep and service areas, including placement of tables, chairs, buffets, bars, etc. must be agreed upon and approved in writing by the Primary Contact at least two weeks prior to the event date.

 Any use of the grounds, its tables, chairs and equipment, or any rearranging or movement of, must be approved in writing at least two weeks prior to the event date. All items used must be wiped clean and restored to their original location. Please note caterers/restaurants are restricted from use of the hostess desk, umbrellas and sliding glass doors.

 A representative from the caterer/restaurant must remain with personnel throughout the function, including load-in, set-up, breakdown, clean-up and load-out. Names of personnel must be provided to the Primary Contact at least 24 hours prior to arrival for security purposes.

 No equipment, food or catering items may be placed any closer than 4 feet from any artwork.

 No catering items or equipment are allowed in unauthorized areas which include ledges, bases, planters, stairway landings.

 Cooking is not allowed.

 The reception menu is limited to the following items: water, prosecco, cheese, and crackers.

Strike & Clean-up

 Community Stakeholder is required to remove all items they bring into the Museum, including supplies, trash, and debris. A fine will be imposed by the Head of Operations for disregarding this instruction.

 Unless other arrangements are made, all materials and equipment must be removed from the Museum and properly disposed immediately following the event.

 All non-HI5 bottles must be collected, removed from the property, and disposed of somewhere else.

 Clean up is the responsibility of the community stakeholder. At the end of the function, the premises are to be left in the condition they were found. Any spillage on the floors must be wiped clean.

Damages

 Community stakeholder assumes full financial liability and responsibility for any damage caused to Museum premises, equipment or property, including the Café, courtyards, galleries and parking lots. Payment for any damages, as assessed by the Head of Operations, shall be made by Contractor within thirty (30) days of written notification of the damage by Museum.