

**HONOLULU MUSEUM OF ART
2020 COMMUNITY 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 to provide a venue to you (“Applicant”), as the representative of a community exhibitor (“Exhibitor”), for the temporary use of space (“Exhibition”) and reception (“Reception”). The Exhibition Application and the attachments hereto (collectively, the “Agreement”) will set forth our agreement regarding your use of the Facility.

1. Facility Usage. The Exhibition will be held in the Main Gallery at Honolulu Museum of Art School (“HoMA School” or “Facility”) during the agreed upon dates. Exhibitor shall be responsible for obtaining any use permits, licenses or other permission for the Exhibition or Reception required from State, City or other governmental agencies. Except as stated in this Agreement, Exhibitor shall be solely responsible for the Administration and operation of the Exhibition or Reception, 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 standards, lease agreement, insurance program requirements, laws and regulations, including regulations for nonprofit organizations.

Reception: HoMA will not provide any catering services. It is up to the Exhibitor to organize a reception for the exhibition if so desired. If a reception occurs, the reception menu must comply with HoMA food policy guidelines. Please contact the Exhibition Manager for further information regarding these choices and for HoMA’s food and beverage guidelines.

Property Guidelines. The Exhibitor, its submitting and participating artists, vendors, and entertainment must agree to abide by all terms and conditions governing the Exhibition and use of HoMA facilities set forth in this Agreement.

2. Termination.

- A. 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 Reception may be rescheduled for a date mutually acceptable to both parties. If rescheduling is not feasible, the deposit will be refunded.
- B. Early Termination: HoMA shall have the right, at any time during the term of usage, to terminate Exhibitor’s use immediately by written notice to Exhibitor if the Exhibitor fails to comply with any requirement of this Agreement or for any activity that HoMA believes conflicts with its AAM Accreditation, lease agreement, insurance program, laws, regulations, tax exempt status requirements or may not be in the best interest of HoMA. Exhibitor waives any claim for damages or other losses due to HoMA’s early termination of Exhibitor’s use of the Facility. Any early termination of usage under this Section shall not release Exhibitor from the payment of any sum then due HoMA or from any claim for unpaid fees or damages previously accrued or then accruing against Exhibitor.
- C. Return of Premises: Upon termination or expiration of Exhibitor’s usage of Facility, Exhibitor shall vacate the Facility within a mutually agreed upon time allotment, remove all personal property of Applicant or its invitees, and leave the Facility in the same condition as they were prior to Exhibitor’s occupancy of the Facility, excepting only reasonable wear and tear.

3. Insurance. Insurance coverage for artwork and contractors shall be the responsibility of the Exhibitor. By signing and entering into this agreement, the Exhibitor agrees to one (1) of the following 3 options:

- A. Existing Liability Insurance Coverage: Exhibitor agrees to provide HoMA proof of existing liability insurance coverage and a rider naming HoMA as an additional insured for the Exhibition.
- B. Obtain Single Event Liability Insurance: Exhibitor, 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 Exhibitor and HoMA as parties insured. Exhibitor shall furnish HoMA with a certificate of such insurance at least one month prior to the start of installation.
- C. Personal Assumption of Risk: Exhibitor forgoes liability insurance coverage and assumes all risk of personal injury and/or property damage. Exhibitor must also provide HoMA with a signed waiver of liability between Exhibitor and all secondary parties claiming rightful ownership of artwork. The must be in writing and signed by authorized representatives of the waiving parties to be effective. Under this agreement, the Exhibitor and secondary party relinquishes HoMA from any and all claims of liability, damages, and losses of artwork. Exhibitor shall furnish HoMA with liability waiver(s) at least one month prior to the start of installation.

4. Assumption of Risk and Release. By signing this Agreement and by entering onto the HoMA property and the Facility, Exhibitor, on behalf of Exhibitor 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 HoMA property, the Facility and the surrounding areas. Exhibitor 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 HoMA property, the Facility and the surrounding areas by the Exhibitor and the Exhibitor's Guests.

5. Indemnification. Exhibitor 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 HoMA property, the Facility and the surrounding areas by the Exhibitor and the Exhibitor's Guests; (ii) any failure by the Exhibitor or Exhibitor's Guests to observe, perform or comply with the terms and conditions of this Agreement.

6. 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.

7. No Joint Venture; Partnership. The parties to this Agreement are not joint ventures', 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.

8. 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.

9. 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.

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

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

Expenses

12. Estimate of Expenses

Any changes to Exhibition or Reception details must be submitted to the Exhibition Manager in writing **10 working days prior** and are subject to the approval of HoMA.

12.1 Schedule of Fees for the HoMA School Main Gallery and the services shown below **are waived for Exhibitor as part of our collaboration.**

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

12.2 Schedule of Fees for receptions (Reception).

ITEM	Unit	RATE
During Reception Security*	1 staff	\$90.00
Reception Setup/Cleanup Operations*	1 staff	\$270.00

Depending on the size of the Reception, a minimum of 1 additional security guard and 1 operations staff will need to be present. Receptions should not exceed three hours. Should the reception exceed three hours, HoMA will invoice the Exhibitor for the additional time at a rate of \$30 per hour for each security guard and \$45 per hour for each setup/cleanup crew HoMA staff, with a minimum charge of one hour.

12.3. Payment Schedule

Security Deposit: Exhibitor shall deposit with HoMA a check payment of \$100 as a security deposit due with the signed Agreement, to be held by HoMA as security for Exhibitor'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 Exhibitor's use of the Facility or failure to comply with the terms of this Agreement. The security deposit will be returned to the primary contact made payable to the deposit check signer either within ten (10) business days following the latter of the completion of the Exhibition or full compliance with this Agreement by the Exhibitor,

including payment of any outstanding balance which shall be paid no later than two (2) weeks prior to the date of the Reception.

13. Guidelines for use of the Facility

Exhibitor and its vendors must always keep in mind the fragile and irreplaceable nature of the spaces being used at the Facility or at HoMA and adhere to the guidelines outlined below.

Use of the Facility must:

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

Use of the Facility 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 Reception, if any, as described in this Agreement. Exhibitor is responsible for obtaining all licenses and permits required for the Exhibition and the Reception and for complying with all applicable laws.

14. 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 Exhibitor is responsible for ensuring the vendors review and sign any required HoMA guidelines agreement. Any expense incurred by HoMA resulting in the vendor's failure to follow these guidelines will be billed to the Exhibitor. Conduct of the vendors and coordinating the details of their participation is the responsibility of the Exhibitor.

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 Exhibitor. All arrangements for delivery and pick-up must be cleared in advance by HoMA. Any unscheduled deliveries will be refused.

15. Promotional Materials & Press Releases

HoMA will partner with the Exhibitor to draft press releases for the HoMA Member's Magazine and promotional information for the HoMA blog. Promotional material may include, but is not limited to, exhibition summaries and/or artist statements submitted within the original Exhibitor Application. The Exhibition Manager will partner with the Exhibitor to collect promotional information, images, and guidance no later than one (1) month prior to the start of the exhibition opening. The Exhibitor is responsible for the design, printing, and dissemination of any additional promotional materials (postcards/fliers) for the exhibition. Design and wording is subject to approval by HoMA's Communications department.

16. Facility Access, Storage, Installation, and Copyrights

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

The Exhibitor may not store any artwork prior to the initial gallery access date or after the agreed upon final de-install date.

Installation will occur during hours provided by the Exhibition Manager. The Exhibitor is responsible for the installation of their exhibition. However, the Exhibitor may not move walls or reposition lights. The Exhibition Manager will partner with the Exhibitor to pre-determine the wall position layout according to exhibition needs. HoMA staff will be responsible for moving and repositioning walls prior to the exhibition installation date. Walls cannot be moved once artwork is in place. HoMA staff will reposition lights to highlight artwork once installation has been completed. 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 Exhibitor 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 Exhibitor agrees to indemnify and to hold HoMA harmless against all costs, expenses, or liability which may arise from the Exhibitor's failure to obtain any required license, clearance, or permission.

17. Alcohol, Drugs and Tobacco

The use or consumption of alcohol is only permitted during the Exhibition Reception. Alcohol use or consumption is restricted to beer and wine only and service must be gratis to guests. Please contact the Exhibition Manager for further information regarding service of alcohol. The Exhibitor agrees to comply with and shall be responsible for the compliance of all city and county, state and federal laws and HoMA's policy governing the serving of liquor.

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

18. Jurying, Installation, and Packing

It is desirable, but not required, that all jurying be completed off site or through an online call for entries initiated by the Exhibitor. If the Exhibitor intends to proceed with jurying onsite and HoMA agrees to the Exhibitor's proposal, jurying must be limited to a reasonable maximum total of artworks to ensure that ADA (Americans with Disabilities Act) standards are met regarding the space around objects and take into account the Facility, HoMA staffing and capacity of the Exhibitor to oversee the handling of the artwork. HoMA's employees and agents shall have the right to make any adjustments to the Exhibition as it deems necessary to comply with ADA standards or other laws and regulations. At the end of the Exhibition, all artwork must be packed up and picked up by either the Exhibitor, art owner or the artist during the pre-determined timeframe and hours provided by the Exhibition Manager.

19. Labeling Artwork

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

George Romney Artist Name

England, 1734-1802 Location, Years lived (optional)

Portrait of Mrs. Elizabeth Haythorne, 1791 Title, Date

Oil on canvas Medium(s)

Gift of Reid and Charlotte Yates, 2010 Special gifting notes (optional)

Invella dolupta ditatis eum dellupi squatio maximus
alictum que simus as ulpa pro teces magnien derunto-
tate consequiate lacia volum faces et eos voluptiania
quo omnit, cor reperat atusam experio qui invelenis
molupta

Optional description

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

20. Merchandise, Selling of Art, Fundraising

The Exhibitor may not sell any merchandise on the premises. Selling of artwork or related transactions are not permitted on the HoMA property or the Facility. The Exhibitor may provide artist contact information for visitors but may not provide a price list or display prices on the HoMA property or the Facility. Should the artist sell an artwork that is exhibited on HoMA property or in the Facility, the buyer may not pick up the artwork from the HoMA property or the Facility. Fundraising for any person or organization other than HoMA is not permitted anywhere on HoMA property.

21. Music and Entertainment

Music and entertainment must be approved at least two weeks prior to the opening of the Reception. In accordance with residential neighborhood requirements, no music can be played on the premises after 9:00 p.m. The Exhibitor 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.

22. Decorations

All decorations must be approved at least two weeks prior to the opening of the Exhibition. 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 HoMA 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.

23. Cleanup

The Exhibitor is responsible for the clean-up of areas used by the Exhibitor, including the removal of all personal property of the Exhibitor from the HoMA property and the Facility. The Exhibitor is responsible for disposing of all trash in appropriate trash bins or dumpster located behind the Main Gallery. The Exhibitor 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 Exhibitor's use of the HoMA property and the Facility. The Exhibitor shall make such reimbursement to the HoMA within ten (10) days of HoMA's presentation for an itemized invoice for these expenses.

24. Timeline & Layout

A finalized function layout and timeline for the exhibition (including set-up and break-down) must be submitted and approved by the Exhibition Manager at least 1 month prior to the reception. Any changes after must be approved in writing by HoMA. Please be mindful of HoMA patrons during HoMA hours.

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

25. Gallery Sitters & Security

The Exhibitor is responsible for providing sitters during all open gallery hours. If the Exhibitor 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 personal property used or left at the Facility by Exhibitor or its employees, agents, contractors, customers, guests or invitees. HoMA is not liable for any theft, damage or injury to art, property, or individuals on that property.

HoMA security staff will close the building at the end of the operating or gallery hours. It should be clearly understood that the duties of the HoMA staff at the reception are to represent HoMA and to ensure the security of the Facility. Authority rests with the HoMA personnel. HoMA is not responsible for security of any outside rentals, equipment, décor or other items brought into the Facility.

**ATTACHMENT B
LIABILITY WAIVER**

Release and Indemnity. Exhibitor releases and discharges HoMA, its trustees, officers employees, agents, or other representatives (hereafter collectively referred to as "HoMA") from any all liability, claims, actions, loss, damage, injury, of any nature to any person or property arising out of, or in connection, with the Exhibition and associated receptions/programming. The Exhibitor agrees that under no circumstances shall HoMA responsible for any liability, loss, or damage caused by the Exhibitor or arising from the exhibition and associated receptions/programming. The Exhibitor agrees that it will indemnify and hold HoMA harmless of, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments including attorney's fees 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 Exhibitor or any of its participating artists, 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 Exhibitor. Exhibitor will defend HoMA from any claims arising out of the Exhibitor's use of the Premises, including attorney fees. HoMA is not responsible for any personal property left on the Premises. The artist's/owners of submitted work and/or user of the Facility shall assume all risk and liability for all art work submitted to and/or exhibited in the Exhibition. HoMA is not responsible for the loss of or damage to artworks, frames, glass, or any other component of the artwork, no matter how sustained. The Exhibitor waives any claims against HoMA for any such damage or liability.

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

