



VOLCANO ART CENTER

WHERE PEOPLE, ART AND NATURE MEET

VOLCANO ART CENTER GALLERY

Two Locations

Next to the Visitors' Center in Hawai'i Volcanoes National Park
and in Volcano Village

Artist Agreement

Name _____

Phone _____

E-Mail _____

Mailing Address /City /State /Zip

Medium/Media _____

SELECTION OF WORK: Volcano Art Center (VAC) will determine the number and kind of work that is appropriate in our space, location and clientele. ONLY WORK THAT HAS BEEN ACCEPTED AND REQUESTED BY VAC SHOULD BE SENT IN TO VAC.

VAC MEMBERSHIP: In order to exhibit at VAC gallery, artists must hold an **active** VAC artist membership priced at \$50 annually.

LOCAL ARTIST: VAC only accepts new works from artists living within Hawai'i. By signing this document, the artist/consignor certifies that they currently live within Hawai'i and possess a Hawai'i address. It is the artist's responsibility to notify VAC of any address changes. VAC reserves the right to return work and discontinue representation if an artist moves outside of Hawai'i.

PAYMENTS: The artist is asked to determine the payment amount per artwork and to provide a detailed invoice. VAC operates on a 50/50 split for gallery sales, requiring artists to specify their wholesale/artist price on the invoice. This consignment gallery issues payments for sold items at the month's end, with checks and consignment reports mailed between two to three weeks later.

Should a check be returned due to an incorrect address, VAC will retain it for six months before canceling. Artists must inform VAC of any address changes. Please note, VAC does not alert artists about uncashed checks.

For lost checks within six months, VAC will reissue them if requested by the artist. However, requests for checks older than six months may not be accommodated due to operational constraints.

SHIPPING OF WORK: Artists are responsible for covering shipping costs. Prior to shipping out work, artists must correspond with the current manager or designated staff member. All artwork shipped to VAC must be approved via phone call, video call, or email before it is sent out.

Without prior approval, acceptance of shipped inventory may be returned. Artists are responsible for costs of returned artwork.

Each package containing inventory must be accompanied by an invoice clearly indicating the title, medium, dimensions, artist's price, and, where applicable, product numbers. Properly mark each artwork with this essential information.

DELIVERY OF WORK: Prior scheduling with the current manager or designated staff member is mandatory to ensure a smooth review process for the artist's artwork. Without a prior appointment, access to the gallery for inventory submission review and acceptance may not be guaranteed.

Each submitted piece must be accompanied by an invoice clearly indicating the title, medium, dimensions, artist's price, and, where applicable, product numbers. Properly mark each artwork with this essential information.

QUALITY OF WORK: Two-dimensional work must be ready to display, framed with plexiglass, and equipped with a wire hanging system. Loose works on paper must be shrink-wrapped for protection, and matted or mounted on an art board.

WARRANTY INDEMNITY: Hawai'i State Law (HRS Chapter 481rf) also requires the disclosure of certain information for prints in more than one copy (engraving, etching, woodcut, lithograph, serigraph, giclee or other similar process). The artist warrants and represents that all artwork sent to Volcano Art Center will include the required certificate and disclosures.

RETURN OF WORK: Work will be displayed for at least three months. Thereafter, work may be returned at any time at VAC's discretion. It is the artist's responsibility to notify VAC of any address changes. Artists not doing so are assumed to have donated their work to the Volcano Art Center.

Artists will be charged for the return of artwork. VAC takes all measures necessary to insure that the work arrives safely, including crating if necessary. All return shipping costs are the responsibility of the artist. Notification will be made regarding the return of artwork. Big Island artists who fail to retrieve work within three months of the notice are deemed to have donated their pieces to the Volcano Art Center.

LIABILITY: The artist, for himself and his heirs, successors, personal representatives and assigns, hereby agrees to indemnify, defend and hold harmless Volcano Art Center, its officers, directors, employees and agents, and their respective heirs, successors, legal representatives and assigns, from and against all losses, claims, demands, suits, or damages (including reasonable attorney's fees) resulting from, and arising out of, or connected with directly or indirectly, the artist's breach of any representation, warranty or covenant in this Agreement, any violation of any proprietary right or copyright, or because of any libelous or unlawful matter contained in the artwork.

PROMOTIONAL MATERIALS: Each artist shall provide a biographical sketch (maximum: one page), a headshot photo (emailed to gallery manager), as well as information about their work that the gallery can provide to purchasers. Include process and/or method, care, inspiration, and **selected** shows. Biographical information shall be updated by the artist as necessary. Please send information via email.

OUTSIDE SALES: Artists who sell the same or substantially similar work elsewhere, including through the internet, agree to maintain uniform prices. The artist agrees not to sell the same or substantially similar work elsewhere within Hawai'i Volcanoes National Park.

VAC does not permit artists to take back work in order to sell their piece outside of the gallery. Works currently on display at the gallery should be sold through the gallery.

Special orders or commissions orchestrated between a VAC customer and artist should include a commission for VAC. Commission percentages for this particular circumstance should be discussed with the current gallery manager.

PHOTO/VIDEO/VOICE RECORDING: Artists consent to and authorize use and reproduction of photographs and /or video taken of the artist and/or their work. All video, photographs, voice recordings and images may be reproduced without compensation. VAC is free of all claims and demands arising out of or in connection with the use of the photographs, images and text, including any and all claims for libel.

PROTECTING NATURAL RESOURCES: To help Hawai'i Volcanoes National Park protect natural resources and associated cultural values, the artist further warrants and represents that no plant or other natural materials from National Park lands have been used in any item offered to the Art Center, and that the work offered to Volcano Art Center does not contain nor has been manufactured with any part of the 'Ōhi'a lehua tree or any rare or endangered species as defined under the Endangered Species Act, Title 16, U.S. Code 1531, et seq. (i.e. ivory, hawksbill turtle shell, endangered bird feathers, etc.)

The artist warrants and represents that all artworks offered to Volcano Art Center are the artist's original creations; that the artist is the sole and absolute owner and holder thereof and all the rights and copyrights hereto; that the same are free and clear of all liens and encumbrances; and that the artist has a right to sell the same.

KOA ADDENDUM: Reflecting and concurring with concerns of Hawai'i Volcanoes National Park to protect the long-term sustainability of koa stands in Hawai'i, Volcano Art Center will accept only items for consignment or sale in the gallery that the artist/consignor attests are from legally harvested koa. By signing this document, the artist/consignor certifies that to the best of his/her knowledge, all koa wood used in artwork and/or products selected for sale and/or display by Volcano Art Center Gallery has been legally harvested from certified and sustainable loggers and ranches who are doing clean up logging of dead and dying trees.

HAWAIIAN LANGUAGE ADDENDUM: In alignment with Volcano Art Centers mission to promote, develop, and perpetuate the cultural heritage of Hawaii's people, we emphasize the significance of thoughtfully incorporating the Hawaiian Language into artwork, titles, and/or descriptions. Artists are asked to conduct research and engage with accredited sources to ensure accurate and respectful use of the Hawaiian language.

VAC acknowledges that there are varying levels of research necessary based on the complexity of an artwork's title.

For the purpose of discerning the level of research and sources to be used when titling an art piece in Hawaiian, VAC separates titling art into two categories:

1. Single-word
2. Multi-word phrase or expression

Title Requirements for Artworks in Hawaiian Language #1:

When an artwork is titled with a single Hawaiian word, artists are required to reference a credible Hawaiian dictionary to ensure the accurate spelling and understanding of their title. All proposed artworks with such titles and/or descriptions must be accompanied with an English translation, the title of the credible dictionary, and specific reference details (page number or section) for verification purposes.

Title Requirements for Artworks in Hawaiian Language #2:

For artworks titled in the Hawaiian language that use a multi-word phrase or expression, artists are required to conduct more extensive research. This includes consulting with accredited sources to verify the grammatical and structural accuracy of the chosen Hawaiian title. All proposed artworks with such titles and/or descriptions must be accompanied with English translation as well as a verification email or letter from the accredited source confirming engagement in the consultation process.

References:

When referencing a single-word, accredited sources are defined by the Volcano Art Center as:

- The Hawaiian Dictionary by Mary Kawena Pukui
- A Dictionary of the Hawaiian Language by Lorrin Andrews - 1865
- A Dictionary of the Hawaiian Language by Lorrin Andrews (revised by Henry H. Parker)
- Online dictionary <https://wehewehe.org/> (please include Hawai'i Place Names and Place Names of Hawai'i when doing your search)

When referencing a title using a multi-word phrase or expression, accredited sources are defined by the Volcano Art Center as:

- Graduates with BA, MA, or PHD level degrees in Hawaiian Language studies
- Traditional native speakers

ACCEPTANCE: This Agreement is entered into between the parties hereto with the full knowledge of its nature and extent.

Artist Signature/Date _____

VAC Authorization/Date _____

