



VOLCANO ART CENTER
Next to the Visitors' Center in Hawai'i Volcanoes National Park
And Volcano Art Center Niaulani Campus in Volcano Village

Artist Agreement for Christmas in the Country

Name _____

Phone _____

Mailing Address:

E-Mail _____

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.

DELIVERY/RETURN OF WORK: Shipping costs of work to the Gallery, including product returns to the artist, are to be paid by the artist. All work must be accompanied by an **invoice** provided by Volcano Art Center Gallery.

Volcanoes National Park protects natural resources and associated cultural values, the artist further warrants and represents that:

No plant of 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 invasive species, 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, 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.

PAYMENTS: The artist is asked to determine the payment amount per artwork and to provide a detailed invoice. VAC uses a 50/50 split for exhibition sales, requiring artists to specify their retail 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.

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, phonecall, 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

RETURN OF WORK: Work will be displayed for the duration of the Christmas Exhibition . Thereafter, work may be returned at any time at VAC's discretion. Artists who do not pick-up artwork are assumed to have donated their work to the Volcano Art Center.

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.

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 _____