

Crazy Horse Memorial Foundation®

2018 Cultural Programs Application

APPLICATION DEADLINE: **January 31, 2018**

Please complete, sign and return this application to be considered for the **Cultural Programs** at Crazy Horse Memorial. By signing this agreement the applicant acknowledges receipt of and acceptance of all policies as contained in the applications. Upon review, the Cultural Programs Manager will notify you of acceptance or non-acceptance to selected program(s) by March 16, 2018.

Name: _____ Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email: _____ Website: _____

Tribal Affiliation: _____ Enrollment # _____

Please check all programs you are applying for and fill out the specific section for each:

- Artist in Residence Fellowship (AIR) Gift from Mother Earth Art Show and Sale Performer
 Artist Marketplace Mentor/Mentee Talking Circle Lecturer

The following documents must be included to complete your application for consideration:

- Biography & photo SD Tax ID (if selling art) Proposed project goals (AIR/Mentor)
 CIB Form (if applicable) W-9 form (if being paid) Full Photo Release/Visual/Audio form
 Description of art/presentation 3 images/audition video of work Resume/references (Lecture; Mentor)
 Application & specific program pages This Initialed Letter Signed Agreement and Understanding

Please indicate any accommodations needed due to allergies, medical or physical limitations:

Please indicate the dates of Crazy Horse programs you have participated in previously:

Program _____ Dates _____
(Month) (Year)

Program _____ Dates _____
(Month) (Year)

Please specify other shows/programs you are applying for/been accepted to for 2018, awards won:

Program/Show _____ Location _____ Dates _____

Program/Show _____ Location _____ Dates _____

Program/Show _____ Location _____ Dates _____

Program/Show _____ Location _____ Dates _____

Awards won: _____ Dates _____

Awards won: _____ Dates _____

Awards won: _____ Dates _____

Please indicate the names of all other people who will be assisting or working with you at Crazy Horse Memorial, if chosen:

For questions please contact Loni Manning at 605-673-4681. X 286
Please return images and all applicable pages of signed application to:
loni.manning@crazyhorse.org or mail to Loni Manning, Cultural Programs Manager,
12151 Ave of the Chiefs, Crazy Horse, SD 57730-8900

Crazy Horse Memorial Cultural Programs Agreement and Understanding

The applicant agrees to hold harmless Crazy Horse Memorial Foundation-CHMF, its officers, directors, employees, partners, associates, affiliates, joint ventures, agents, consultants and representatives from and against any and all losses, claims, damages, actions, cause of action, costs and expenses that the Artist may sustain, incur, suffer or be put to at any time either before, during or after the expiration or termination of the Agreement, where the same or any of them are passed upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Artist or any agent, or employee of the artist pursuant to this agreement. Crazy Horse Memorial Foundation will not be held financially or otherwise liable for cancellation of programs, with reasonable notice, due to inclement weather or executive decisions made in the best interest of public safety, security, or satisfaction.

1. The Artist/Performer shall be responsible for obtaining any and all insurance necessary for the Artist/Performer, their artwork, materials, equipment, monies and any of their associates as deemed necessary by the Artist/Performer.
2. The Artist/Performer agrees that the Memorial has the right to establish and enforce all rules and regulations, as it deems proper for the benefit, safety, and security of all participants, attendees, staff and property. Should the Memorial cancel an event for any reason whatsoever, the Memorial is not responsible for any costs incurred by the artist.
3. Artist/Performer must be present and remain on-site throughout the Native American Artist Marketplace established session according to designated times and dates or the Cultural Programs Manager reserves the option to transfer their space/position to someone else.
4. Artist/Performer agrees to document and manage all sales transactions for their work, and shall be responsible for the collection, accounting and reporting of all sales taxes to the State of South Dakota.
5. Each individual Artist/Performer selling goods at Crazy Horse MUST have a current valid South Dakota Sales Tax License. If you do not have a permanent SD Sales Tax License, you may obtain a temporary Sellers Permit from the South Dakota State Sales Tax ID office for the duration of the program. A copy of the State Tax ID, must be submitted to the Cultural Programs Manager with the application. Failure to produce a current valid State Tax ID upon request, will result in the exclusion from Cultural Programs and the loss of any space or entrance fees paid to the Memorial.
6. Artists/Performers must submit to the Cultural Programs Manager, proof of Tribal enrollment/CIB in a federally recognized tribe, membership in a State recognized tribe, or certified as an Indian artisan, in accordance with the Indian Arts and Crafts Act.
7. Crazy Horse Memorial Foundation reserves the right to refuse artwork, exhibits, performances, presentations, or lectures that may have been found to use false information, may otherwise be deemed unsuitable or objectionable or are not in keeping with the philosophy and purpose of the Cultural Programs. This restriction also applies to excessive noise, persons, objects, conduct, printed material or any activity that might be found objectionable to the Memorial or not in keeping with the philosophy of the Memorial as a whole.
8. The right to refuse, also applies to individuals who have inappropriate online and social media posts reflecting a negative light on Crazy Horse Memorial; engaged in infringement of copyrighted images, written materials, or intellectual property owned by Crazy Horse Memorial; made false claims about, or who have unresolved personal or legal issues with Crazy Horse Memorial or other associated entities.
9. Artists/performers are prohibited from soliciting additional private business or conducting private business while exhibiting or performing at Crazy Horse Memorial Foundation and/or any Crazy Horse Memorial Foundation property, including (but is not limited to) unapproved film production, the promotion and selling of books, CDs, jewelry, artwork, etc. No tips should be solicited through verbal or visual/physical representation (i.e. tip jars or over-turned hat, etc.). Artists NOT accepted to any of the cultural programs will not be allowed to sell their works to the public, to employees, or to other artists at Crazy Horse Memorial.
10. The Artist/performer verifies all works on display, sold or demonstrated are created by the Artist. Works that are completely made or partially made by artists other than the submitting artist or factory made products will be disqualified.
11. Artist must comply with current state, national and international laws and regulations with regards to the use of endangered species material in their works. Use of such materials should be disclosed on the authenticity tag.
12. Possession or consumption of alcoholic beverages and other intoxicants or mood altering drugs are not allowed during work hours, at Crazy Horse Memorial Foundation, except in designated areas for authorized entertainment events. Artists agree to not serve, sell, give away or permit the consumption of any alcoholic beverages or intoxicants in or near assigned artist's area during scheduled work time. Violation of this agreement shall result in immediate removal of the artist. Smoking, smudging, or burning is only permitted in designated areas.
13. The Artist/performers are required to sign the Photo Media Release form authorizing Crazy Horse Memorial Foundation to use their images, likeness and voice recordings, in their entirety or any portion thereof, in connection with the publicizing and promoting of Crazy Horse Memorial and its events, programs and activities, in print, video, social media, or website.
14. The Artist/performer verifies that he/she understands her/his engagement with Crazy Horse Memorial Foundation is not as an employee and therefore, the Artist is not covered under Crazy Horse Memorial Foundation's Workers Compensation Insurance, and also is not eligible for employee benefits including but not limited to discounts on tickets, purchases, meals, or benefits such as van rides, housing, travel costs, etc., unless specified in their individual program contract.

By signing this form you are agreeing to all of the above items in this Agreement and Understanding, and the policies for each individual program to which you are applying. Signing this form also verifies that all information in the following sections is true and accurate.

(Signature)

(Date)

