## **Crazy Horse Memorial Foundation®**

## 2019 Cultural Programs Application APPLICATION DEADLINE: January 31, 2019

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 by <u>March 16, 2019</u>, through email or phone, of acceptance or non-acceptance to selected program(s) and by a formal letter of acceptance, upon which your signature on additional documents will be required.

Name:	Business Name:								
Address:	City:	State:Zip:							
Phone:	Cell Phone:								
Email:	Website:								
bal Affiliation: Enrollment #:									
Please check all programs you are applying for a	nd fill out the specific section for	each:							
$\square$ Artist in Residence Fellowship (AIR) $\square$ Gif	t From Mother Earth Art Show an	d Sale  Talking Circle Speakers Series							
☐ Living Treasures-Indian Arts Cultural Exchange ☐ Performers ☐ Mentor/Mentee (Please circle your category)									
Please indicate any accommodations needed du	e to allergies, medical, or physica	l limitations:							
Please indicate the dates of Crazy Horse program	ns you have participated in previo	ously:							
Program	Dates								
Program	(Month) Dates	(Year)							
	(Month)	(Year)							
Program	Dates								
Durana	(Month)	(Year)							
Program	Dates (Month)	(Year)							
Please specify other shows/programs you are ap	oplying for, or have been accepted	d to for 2019, and awards you have 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 wh	no will be assisting or working wit	h 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:
<a href="mailto:loni.manning@crazyhorse.org">loni.manning@crazyhorse.org</a> 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 Artists/Presenters shall be <u>responsible for obtaining any and all insurance</u> necessary for the Artist/Performer, their artwork, materials, equipment, monies, and any of their associates as deemed necessary by the Artist/Performer.
- 2. The Artists/Presenters agrees that the Memorial has the right to establish and enforce all <u>rules and regulations</u>, 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. Artists/Presenters must be present and on-site throughout the Gift From Mother Earth, Living Treasures, or other events according to agreed designated times and dates or the Cultural Programs Manager reserves the option to offer their space/position to someone else.
- 4. Artists/Presenters agrees to document and <u>manage all sales</u> 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 Artists/Presenters selling goods at Crazy Horse MUST have a <u>current valid South Dakota Sales Tax License</u>. 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 upon acceptance. 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. Accepted Artists/Presenters must submit to the Cultural Programs Manager, <u>proof</u> 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 <u>online and social media posts</u> reflecting a negative light on Crazy Horse Memorial; engaged in <u>infringement of copyrighted</u> images, written materials, or intellectual property owned by Crazy Horse Memorial; made <u>false claims</u> about, or who have <u>unresolved personal or legal issues</u> with Crazy Horse Memorial or other associated entities.
- 9. Accepted Artists/Presenters are prohibited from conducting private business or sales that have not been approved through Cultural Programs at Crazy Horse Memorial (CHM) and/or any Crazy Horse Memorial Foundation property. This may include (but is not limited to) unapproved film production; the promotion and selling of books, CDs, etc., without a prearranged agreement; or soliciting tips 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 Artists/Presenters verifies all works on display, sold, or demonstrated are <u>created by the Artist</u>. Works that are completely made or partially made by artists other than the approved submitting artists, 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 <u>drugs are not allowed</u> 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. <u>Smoking, smudging, or burning</u> is only permitted in designated areas.
- 13. Accepted Artists/Presenters are required to sign the <a href="Photo Media Release">Photo Media Release</a> 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. They will also be required to sign the <a href="Copyright, Trademark">Copyright, Trademark</a>, Photography, Filming, and Media Notice detailing Crazy Horse Memorial's exclusive permission rights to certain images.
- 14. The Artist/Presenter verifies that he/she understands his/her 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 thi program to which you are applying. Signing this form also verifies the	σ,
(Signature)	(Date)

## The Talking Circle Speakers Series

**What:** Native artists, performers, and culture bearers have the opportunity to share their knowledge and skill with visitors to Crazy Horse Memorial by offering a 40-60 minute presentation on a Thursday evening during June, July, or August. The program provides an opportunity for visitors to learn and interact with the presenter about current cultural issues, traditions, and living heritage of North American Indians.

Who: Native artists, musicians, actors, historians, cultural bearers, writers, educators, who are enrolled members of a federally or state recognized tribe, or no-Native cultural experts working with Native community issues. Qualified applicants will be selected by THE INDIAN MUSEUM OF NORTH AMERICA® staff who administer the program. Applicants will be rated based on experience, topic, and completed application. It is Crazy Horse Memorial's goal to provide an opportunity for selected professionals to share their knowledge and skill with an international audience providing a greater understanding of Native culture.

**Stipend:** The selected professional will receive a stipend of \$500 for his/her lecture or performance. One meal is provided on the day of the lecture. Hotel accommodations are provided for speakers outside the local area as deemed necessary. Free parking is provided in Lot B.

**When:** Thursday evenings at 6:30 pm in various locations at Crazy Horse Memorial. (*Participants are required to arrive at Crazy Horse Memorial at least 30 minutes before their scheduled presentation or performance*).

Please check 1st choice and 2nd choiceall are Thursday evenings at 6:30 pm, between June 6 and August 8, 2019.  1st Choice:												
June	□ 6	□ 13	□ 20	□ 27	July	□ 11	□ 18	□ 25	Aug	□ 1	□ 8	□ 15
2 <sup>nd</sup> Choice:												
June	□ 6	□ 13	□ 20	□ 27	July	□ 11	□ 18	□ 25	Aug	□ 1	□ 8	□ 15
Please attach a current biography, resume, and photo. Please describe your Proposed Topic or Presentation (You may include a typed copy												
of the description, if preferred):												
<b>ADDITIONAL PRESENTERS-Please include others who may be assisting you</b> : To better support planning and preparation, speakers shall disclose the names of additional presenters in advance.												
Additional I	Name(s)			Address:				7	ribal A	ffiliatio	n:	
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**EQUIPMENT**: Please notify the Cultural Programs Manager of any materials that you may need for your presentation, at least *one week in advance* of scheduled date of the event. The Memorial will provide set-up including a podium, microphone, laptop, projector, screen, clicker/pointer, tables, and chairs. Please list any other facilities or equipment you may need:

For questions please contact Loni Manning at 605-673-4681, X 286

Please return images and all applicable pages of signed application to:

Ioni.manning@crazyhorse.org or mail to Loni Manning, Cultural Programs Manager,

12151 Ave of the Chiefs, Crazy Horse, SD 57730-8900