

Maui Open Studios Terms and Conditions:

**** By paying for an artist registration fee you are automatically agreeing to the following terms and conditions. Please read this entire document before paying for your registration fee.***

- Maui Open Studios, its producers, Maui Art Alliance Inc. 501(c)(3), its owners, directors, officers, agents, associates or employees are not responsible for the results of my participation in the event.
- If/when I register, I am automatically agreeing to all of the following terms.
- **I understand that there are no refunds on registration fees.**
- I understand that one registration fee entitles me (one artist) to one listing in the printed guidebook (February event only) and one listing on the website (all events).
- I understand that one registration fee applies to one weekend show and that any additional weekend shows require additional registration fees.
- I understand that the registration fee includes the option of participating in the Opening Celebration and Preview Exhibition (February event only).
- I understand that any artists sharing my space require their own registration fees.
- I agree that I will not share my space during the event with any non-registered artist(s) and I understand that by attempting to do so may result in me being restricted from registering for events in the future.
- The artwork that I exhibit and/or sell at the event must be and will be artwork/crafts created by me and not by any other person.
- I understand that participation is contingent upon upholding and abiding by all terms and conditions, including being open for business and participation from 11:00 am to 6:00 pm on each of the weekends that I am registered for.
- I understand that my participation in the event requires that I adhere to and abide by all rules, regulations and laws governing the City, County and State of which I am conducting business in.
- I understand that I am responsible for my own insurance.
- I understand that if I am represented by a gallery or galleries, that I am 100% percent responsible for abiding by all terms of agreement with the gallery or galleries that represent me and hold harmless Maui Open Studios, its producers, Maui Art Alliance Inc. 501(c)(3), its owners, directors, officers, agents, associates and employees for any issues that may arise due to my participation in the event.

Continued...

- I agree to indemnify, defend and hold harmless Maui Open Studios, its producers, Maui Art Alliance Inc. 501(c)(3), its owners, directors, officers, agents, associates and employees for any lack of attendance and any and all liabilities, claims, errors, omissions, losses, accidents and expenses caused by, arising out of, or in connection with, either directly or indirectly, the Maui Open Studios events and satellite events.
- I understand that Maui Open Studios will be promoting the event through their own promotional efforts, but that there is no guarantee that visitors will attend the event or visit my own individual studio/exhibition space. I understand that it is important that I also promote my own event independently of the organizers.
- I understand that circumstances out of the control of the organizers - Maui Open Studios and Maui Art Alliance Inc. 501(c)(3), such as acts of God or a pandemic, may force the event to be postponed or even cancelled, in which case I will not be refunded my registration or ad space purchases as written above in this contract.
- (February event only) If I do not submit my final registration form and image before midnight, November 1, I understand that I will not be listed in the Maui Open Studios printed guidebook.
- (February event only) If I need to update my information for the directory on the website/guidebook, I must do so before midnight, November 1 by filling out and submitting the online registration again.
- (February event only) If I purchase ad space for additional exposure in the guidebook, the artwork must be delivered by midnight, November 15 or my ad will not appear in the guidebook.
- Maui Open Studios has the right to alter/edit/modify any information on artist ads or directory listings that does not comply with the hours and operations of the overall event.
- Maui Open Studios has the right to alter/edit/modify any information on artist profiles that does not suit or fit the nature of the event, the layout of the website or printed guidebook.
- By submitting my image to Maui Open Studios I am giving Maui Open Studios permission to use the image for promotion and/or marketing of the event now and in the future.
- If I cannot follow through with my commitment to be a participant in an MOS event, I must cancel my participation in writing (email is acceptable) before midnight, November 1 for the February event and at least 2 weeks for the Summer and Holiday Editions. At that point my information will be removed from the public map and profiles.
- If and when I register, I hereby agree to the terms and conditions of Maui Open Studios as outlined here.