

## **Morgan Hill 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.

Morgan Hill Open Studios, its producers, the Morgan Hill Community Foundation, its owners, 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 on the website.
- 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 and I understand that attempting to do so may result in me being restricted from registering for the event in the future.
- I understand that participation is contingent upon upholding and abiding by all terms and conditions, including being open for business and participation within the time frame of the event should I decide to have my studio open to the public.
- I understand that my participation in the event requires myself to volunteer for 2 to 5 hours to perform needed tasks to support the event.
- 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 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 Morgan Hill Open Studios, its producers, the Morgan Hill Community Foundation, its owners, officers, agents, associates and employees for any issues that may arise due to my participation in the event.
- I agree to indemnify, defend and hold harmless Morgan Hill Open Studios, its producers, the Morgan Hill Community Foundation, its owners, 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 Morgan Hill Open Studios events and satellite events.
- Individual hosts agree to have their own insurance coverage including, but not limited to, any and all claims including those claims related to property damage and personal injury, as well as insurance that covers the hosts including the location where they host and exhibit the art, whether it be homeowners' insurance or other policies that would cover any claims.

- I understand that Morgan Hill 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 - Morgan Hill Open Studios and the Morgan Hill Community Foundation, such as acts of God, may force the event to be postponed or even canceled, in which case I will not be refunded my registration or ad space purchases.
- If I need to update my information for the directory on the website, I must do so by the date specified on the Artist Resource Page of the MHOS website by emailing [mhopenstudios@gmail.com](mailto:mhopenstudios@gmail.com).
- Morgan Hill 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.
- Morgan Hill Open Studios has the right to alter/edit/modify any information on artist profiles that does not suit the nature of the event or fit into the layout of the website.
- By submitting my images to Morgan Hill Open Studios I am giving Morgan Hill Open Studios permission to use the images for promotion and/or marketing of the event.
- If I cannot follow through with my commitment to be a participant in this event, I must cancel my participation in writing (email [mhopenstudios@gmail.com](mailto:mhopenstudios@gmail.com) is acceptable) before the date specified on the Artist Resource Page of the MHOS website. At that point my information will be removed from the website.
- 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.
- If and when I register, I hereby agree to the terms and conditions of Morgan Hill Open Studios as outlined here.