

This is an Application Agreement between **Nevada Gourd Society (NGS)** and those who wish to teach art classes at the **Silver State Art Festival**, to be held at the **Fuji Park, September 10 - 12, 2021**.

1. Nevada Gourd Society reserves the right to bar any class or exhibit that we deem inappropriate.
2. Teachers must set up and be ready to greet their students prior to their class start time or the teacher will **not** be permitted to teach at the 2022 Silver State Art Festival.
3. Teachers agree to only teach activities described on their application, (unless otherwise approved by NGS) and will require (or) provide dust masks, gloves, eye protection, and/or any other safety equipment for their students, whenever advisable. **Students are required to wear dust masks and eye protection in classes that include any wood or gourd sanding, cutting and/or carving.**
4. Teachers agree to supply extension cord(s) and enough power strips to accommodate 1 power strip per table for any classes that require electricity.
5. Teachers agree that any handouts, pictures, or tutorials submitted to Nevada Gourd Society and the students being taught are their original work and does not infringe on the copyright of another.
6. Teachers shall accept total responsibility for their classroom area with regards to safety, fire, theft, accident, or injury to themselves, their students or the public. (Students are also required to sign a waiver of liability for any accident or injury).
7. **Cancellations:** Teachers agree to call Patti Jo Newsom (with Nevada Gourd Society) 817-917-7873 immediately upon learning they cannot conduct a scheduled class.
8. **Student No Shows:** Teachers WILL be paid for "no shows". **The teacher agrees to supply the "no show" student with a class tutorial and any materials provided in class if requested.**
9. **Nevada Gourd Society, Parks and Recreation Department of Carson City, Carson City Consolidated Municipality, City of Carson City, NV** assume no responsibility for any property brought onto the premises. This agreement releases the above parties and their agents from liability because of any loss or damage to such property, whatsoever the cause.
10. Should "acts of God" or other unforeseen calamity cause the festival to be canceled, immediate notification will be given to all teachers. Nevada Gourd Society is fully committed to hosting this event, but shall not be liable for claims of lost profits, business, or any other damage if the festival has to be canceled or rescheduled.
11. Teachers are responsible for any damage to rented tables and/or chairs and agree to clean up their individual areas of operation. Tables are 8 ft long, and teachers are required to provide table coverings for all classes.
12. **Payment Information:** Teachers will be paid their requested fee minus \$15 per student registered for the class. Paychecks will be mailed out after the festival.
13. As a participant in the **Silver State Art Festival**, September 10 – 12, 2021 to the extent permitted by law, I hereby indemnify and hold harmless the NGS, Carson City Consolidated Municipality, City of Carson City, NV, festival executives, their officers, officials, agents, and employees, against any loss, cost, damage, personal injury including death, judgment or liability of any kind including legal expenses, which the said parties may suffer by reason or arising from this event from all theft, damage, or mysterious disappearance of any merchandise and/or display materials exhibited. The instructor(s) involved will be held responsible for payment of any damage caused to any part of the grounds and its structures and fencing.

Agreed to by (by typing or signing your name below you agree to the terms listed above.)

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Teacher Name and Date