

# INDIAN ARTS AND CRAFTS ASSOCIATION

## Market Terms & Conditions

*For more than thirty years, the Indian Arts & Crafts Association (IACA) has been bringing together artists, retailers, wholesalers, and museums at the world's largest trade show featuring authentic American Indian art. IACA Markets are organized to enhance the image and marketing of handmade American Indian art.*

- 1. Revocable License to Exhibit:** IACA hereby grants a revocable license to IACA members and Exhibitors (herein after "Exhibitor(s)") to use the Exhibit Space assigned subject to the provisions of the IACA Market Terms and Conditions as set forth in this document.
- 2. Market Vendors & Contracts:** IACA will make all arrangements with all Market vendors, including but not limited to contractors, security service, showcase company and advertising necessary to produce the Market and in keeping with good Market practices.
- 3. Sales Receipts:** All sales made during the Market are between the Exhibitor and the Purchaser. It is mandatory that the Exhibitor provide the Purchaser with a sales receipt on all sales, including cash sales. The sales receipt must give a description of the article sold, and the Exhibitor's mailing address and a phone number.
- 4. Maintain Sufficient Items:** Exhibitor shall maintain sufficient items on display to assure the attending public will be able to view a representative portion of Exhibitor's product(s) during the entire period of the Market.

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## II. ELIGIBILITY

1. **Wholesale, Retail, Artist/Craftsperson:** IACA Members in good standing are eligible to participate as Exhibitors.
2. **Members Must Be In Good Standing:** All indebtedness to IACA, including membership dues, must be satisfied prior to booth assignment. Any Exhibitor owing monies to IACA at the time the Market opens will not be permitted to set up
3. **Non-Member Documented Artist/Craftsperson:** Non-Member documented artists may participate in two Markets but must then become an IACA member in order to exhibit at subsequent Markets.
4. **Non-Member Tribal Art Enterprise, Cooperative or Guild:** Tribal art enterprises may participate in two Markets but must then become an IACA member in order to exhibit at subsequent Markets.
5. **Ancillary Exhibitor:** Suppliers of products or services used by the Indian arts and crafts industry are eligible to participate as Exhibitors.
6. **Associate Members:** Associate Member organizations involved in the Indian arts and crafts industry are eligible to apply for information booths with no sales. Associate Member booths are permitted at the discretion of the IACA Board of Directors.

## III. EXHIBIT SPACE

1. **Notification of Members:** At least ninety days prior to a Market, IACA will mail applications to all eligible members. Within one week after the application deadline, Exhibit Space will be assigned. Upon completion, the applicants will be notified of their assigned space and any remaining fees due.
2. **Artists/Craftspeople May Share Exhibit Space:** Each individual must submit an application. One individual will be considered the primary boothholder, and will be responsible for all payments and fees. Exhibitor may not share or sublet their booth(s) without approval from IACA. If a violation occurs, IACA may cancel the reserved Exhibit Space without recourse from the Exhibitor, and any monies paid will not be refunded.
3. **Order of Booth Assignments:** When the application deadline has been reached, and all member applicants have been assigned booths, the assignment of booths to non-member applicants will be allocated first to Artist and Tribal applicants and then to Ancillary applicants.
4. **Priority Occupancy:** An Exhibitor who occupied the Space in the previous corresponding Market shall be given priority for that Space, providing they have met all other requirements, including submission of an application and deposit on or before the deadline.
5. **Three (3) Booth Limit:** No Exhibitor will be assigned more than three (3) booths until other requests for booths have been filled.
6. **First-time Exhibitor Limit to One (1) Booth:** A first-time Exhibitor is eligible for only one (1) booth unless additional booths are available after all non first-time exhibitor booths have been allocated.
7. **Wait List:** If there is insufficient Space to accommodate all applications, the applicant may choose to be placed on a Wait List. Exhibit space will be assigned according to the application postmark or on-line submission date. Space will be offered to the first applicant on the waiting list. If declined, it will be offered to the next applicant and so on until it is accepted.
8. **Subletting Space:** Any Exhibitor unable to participate in a Market due to extraordinary circumstances (illness, death in family, etc.) may request the IACA Market Committee sublet the Exhibit Space. Should such subletting occur, Exhibitor relinquishes all rights to the Space.
9. **Right to Assign and Make Changes:** IACA reserves the right to assign all booth locations and to make any changes that become necessary to the floor plan based on the number of exhibitors and consistent with good show practices.
10. **Fee Held Until Assignment:** Booth fees shall be held until acceptance of this Agreement or until IACA determines that no Space is available.

## IV. MARKET FEES

1. **Deposit:** An amount equal to one-half of the total amount due must be submitted with the application. Applications without a deposit will not be processed until the deposit is received.
2. **Refunds:** Market fees will be refunded to any applicant not assigned Exhibit Space at deadline.
3. **Fees Held for Wait List Applicants:** If an applicant wishes to remain on the waiting list, all fees paid must remain on deposit with IACA. If IACA is unable to assign Space, fees will be refunded following the conclusion of the Market.
4. **Cancellation Before 15 Days:** An Exhibitor may cancel their booth reservation up to fifteen days before the Market, and will receive a refund of all payments or deposits less a \$50 processing fee.
5. **Cancellation After 15 Days:** If booth cancellation occurs within fifteen days before the Market, no refund shall be made.
6. **Cancellation Due to Medical Emergencies:** Full refunds will be made with proof of a medical emergency from a qualified medical technician, doctor or emergency room.
7. **Payment Before Set-up:** Application must be made, approved and Market fees paid for each Market in which the Exhibitor wishes to participate. Any exhibitor with outstanding fees or dues will not be allowed to set-up a booth until all debts are paid in full.
8. **Cancellation of the Market:** In the event a Market cannot be held due to circumstances beyond the control of IACA, all previously committed funds will be disbursed as deemed appropriate, and any remaining Market fees paid by Exhibitors will be refunded on a *pro rata* basis.

## V. BADGES & ADMITTANCE TO EXHIBIT HALL

1. **Admission Times:** Exhibitors will be admitted to the Exhibit Hall only during times published by IACA (at least one-half hour prior to the opening and one-quarter hour following the close of each day of the scheduled Market). IACA will advise Exhibitors of any change in these times.
2. **Set-up & Breakdown:** No one other than the IACA staff and volunteers, registered Exhibitors and their personnel, and other authorized persons such as contractors, hotel staff and showcase representatives shall be permitted to enter the Exhibit Hall during set-up or breakdown.
3. **Appropriate Badges:** All persons in the Exhibit Hall must wear a current Market badge obtained from IACA.
  - Exhibitors and their personnel are designated as **Exhibitors** and will be issued “Exhibitor” badges.
  - Persons designated as **Buyers** will be issued “Buyer” badges and may purchase from all Exhibitors.
  - Persons designated as **Guests** will be issued “Guest” badges. Guests must be escorted by an IACA member at all times and may not purchase from any Exhibitor. IACA members are responsible for their Guests.
4. **Member Preview:** As a benefit of membership, IACA member buyers shall be admitted to the Exhibit Hall and permitted to buy from Exhibitors for a designated period of time before opening the Market to all other qualified buyers.
5. **No Entry After Closing:** No persons will be permitted in the exhibit area after the appointed closing of the Exhibit Hall.

## VI. SECURITY & LIABILITY

1. **Contract for Security:** IACA will arrange for professional security services for the duration of the Market, including move in, set-up and breakdown of exhibits.
  - **Open Hours:** A sufficient number of security guards will be on duty during the hours the Market is open to maintain a safe environment for Exhibitors and Buyers.
  - **Closed Hours:** A sufficient number of security guards will be locked inside the Exhibit Hall after closing, with instructions not to allow anyone into the exhibit area, including Exhibitors.
  - **Moving:** Security will be provided in the Exhibit Hall and parking area during hours for move-in and breakdown.
2. **Equipment & Safety Devices:** All exhibit equipment and materials must be located within the assigned Space and protected with safety devices where necessary. Exhibitors are urged *to remove valuables during non-Market hours.*
3. **Release of Liability:** Exhibitor understands that this Release of Liability and Indemnification clause is intended to fully and finally release IACA from any liability to Exhibitors or others where such alleged liability is connected in any way to the IACA Market.
4. **Indemnification of IACA:** Exhibitor shall indemnify and hold harmless IACA, its affiliates, committees, successors, assignees, officers, directors, representatives, agents, employees, attorneys and insurers, from any and all claims, liabilities, obligations, actions, causes of action, demands, rights or damages of any kind whatsoever, whether known or unknown, which arise or may arise from the Exhibitor's use of Exhibit Space or participation, in any form whatsoever, in the IACA Market.
5. **State & Local Taxes:** Exhibitor must collect and remit to the proper municipal or state agencies all applicable local and/or state taxes.
6. **Compliance with Laws:** Exhibitor assumes responsibility for compliance with Federal, State and Local laws, rules, regulations and ordinances in force, including fire, safety, and health.
7. **Children Under Sixteen:** Children with Exhibitors must remain in the Exhibitors booth and must be accompanied by an adult at all times when not in the booth. Disruptive children will be banned from the Exhibit Hall.
8. **No Alcohol, Drugs or Gambling:** No alcohol, except as supplied by IACA through the hotel or caterer, or drugs, other than those prescribed by a doctor, will be permitted. There will be no gambling permitted in the Exhibit Hall.

## VII. RIGHT TO PUBLISH

1. **Permission to Publish:** Exhibitor gives IACA the right and permission to publish or otherwise use photographs, film, videotapes or reproductions thereof in any media in which Exhibitor's product(s) may be included in whole or in part, or in conjunction with other Exhibitors' product(s).
2. **Limitations:** Such right to publish or use shall be limited to legitimate advertising promoting the Market or subsequent IACA Market(s) and educational activities. Exhibitor expressly waives any right he/she might otherwise have to inspect or approve such advertising. This grant of permission is irrevocable and shall continue in full force and effect regardless of whether Exhibitor participates in any future IACA Market.

## VIII. SET-UP & DISPLAY

1. **Basic Items Provided in Assigned Space:** IACA reserves the right to approve all exhibits. Basic pipe and drape a trash basket, one chair, an identifying sign and booth number will be provided for each booth. The identifying sign must be displayed prominently.
2. **Maintenance of Exhibits:** Exhibitors are requested at all times to cooperate with IACA by maintaining their exhibits throughout the Market in outstanding condition with respect to material and personnel. Exhibitors must, at their own expense, keep their space(s) clean and their exhibit(s) in good working order.
3. **Rental of Equipment:** Tables, display cases and additional chairs can be rented. Information on electrical service and equipment rental will be provided in the confirmation packet sent after receipt of the application.
4. **Set-up One Hour Before Market Opens:** Move in and set-up times will be provided to each Exhibitor in the confirmation package. Moving or construction of exhibits after the opening of the Market is prohibited. It is mandatory that exhibits be installed and ready for operation one (1) hour before the opening of the Market.
5. **No Early Break Down Without Approval:** Exhibit must remain intact until after closing on the last day of the Market. Exhibitor may not begin break down until the Market is officially closed.
6. **Self-Supporting Displays:** All displays must be self-supporting. Tape, tacks, nails or any other securing devices cannot be driven into building walls or columns. Any defacing of the property in which the Market is being held will be billed to the Exhibitor who causes such damage to occur.
7. **Approval for Unusual Displays:** Special or unique booths or unusual displays are permitted, providing they comply with all general rules and receive prior approval from IACA at least one (1) month prior to the Market. It is therefore desirable to submit project plans for special work to IACA for approval before an order is placed with a contractor.
8. **Fire Safety:** Only fire retardant materials should be used in displays. Paper, greens, branches or other combustible materials less than ½ inch in thickness (with exception of plywood) are prohibited unless made of flame retardant material. No flammable liquids shall be kept within the booth. The Fire Marshal has final say over the booths and the Exhibitor agrees to comply with their rulings.
9. **Responsibility for Booth:** Exhibitors must have a responsible individual for his/her own exhibit each day during the hours the Market is open. Exhibitors are encouraged to obtain insurance covering their property, merchandise and possessions and providing coverage for injury and loss to the person or property of others. Exhibitors who desire insurance must obtain it at their own expense.

## IX. AUTHORIZED SALES AREA

1. **Exhibitors, Their Personnel or Guests May Not Enter Another Exhibitor's Booth Without Approval:** Assigned Exhibit Space is the private property of each Exhibitor. No one, including other Exhibitors, may enter the Exhibit Space of an Exhibitor without the approval of that Exhibitor.
2. **No Solicitation of Buyers:** No Exhibitor may interrupt another Exhibitor's interaction with a Buyer. Exhibitor may not solicit Buyers in the halls or aisles or any other Exhibitor's Space.
3. **Sales Outside Booth Area:** Sales by exhibitors in any area other than the designated Exhibit Hall, or their primary business location, immediately prior to and during the IACA Market are forbidden.
4. **No Exhibits in Aisles:** All aisle space belongs to IACA. Exhibits and advertising matter should not extend beyond the contracted Space and cannot block or deter any other Exhibitor's right of way to his contracted Space.
5. **Distribution in Booth Area:** Exhibitors may distribute printed matter, souvenirs or other articles only within the Space assigned to them. Food or beverages must be packaged for commercial sale.
6. **Noise Standards:** Unruly behavior or loud noises, whether by human or any mechanical means to attract attention, will not be permitted.

## X. MARKET INSPECTION & PENALTIES

1. **Regulation of the Market:** Regulation and enforcement of the IACA Market Terms and Conditions as set forth in this document will be conducted under the authority of the IACA Board of Directors and/or its designees.
2. **Inspectors Right to Enter:** A member of the IACA Board of Directors and/or the Market Inspector(s) may enter any Exhibit Space in the case of an emergency or to ensure that the Exhibitor is in compliance with the IACA Market Terms and Conditions.
3. **Market Inspectors:** One or more persons knowledgeable about the Indian arts and crafts industry will serve as Market Inspector(s) for each Market. The Market Inspector will report all violations of published Market Regulations (see Section XI) to the Market Chairperson.
4. **Filing a Complaint:** Should an Exhibitor have a complaint about another Exhibitor or his compliance with Product Regulations, it is to be reported *discreetly* to the Market Chairperson.
5. **Violation Penalties:** An Exhibitor found in violation of any Terms and Conditions will be assessed penalties as follows:
  - ***First violation*** will result in a verbal or written request from the Market Chairperson or a Member of the IACA Board of Directors requesting the Exhibitor to discontinue the behavior or remove the products in violation.
  - ***Second violation*** will result in immediate expulsion from the current Market. The term of such expulsion shall be one (1) calendar year and will be subject to review by the Ethics Committee.
  - Violations are ***not*** cumulative. Exhibitors will start each Market with zero violations.
6. **Expulsion for Violations:** Violation of these rules by any IACA member with assigned Exhibit Space may result in expulsion from the Market and review by the Ethics Committee. Violations by any IACA member not assigned Exhibit Space will result in a formal complaint to the Ethics Committee.
7. **Appeal Process:** Any decision made by the Market Chairperson or the Market Inspector(s) may be appealed to the IACA Board of Directors. Such an appeal will be considered at the next regularly scheduled meeting of the IACA Board of Directors.
8. **Board Of Directors Hearing:** The Exhibitor may request in writing, a hearing by the IACA Board of Directors. Refusal to hear by the Board shall constitute an upholding of the Market Committee decision. Should the Board agree to hear an appeal, its decision shall prevail.

## XI. CONTRACT

1. **Agreement to Abide by Terms:** Applicants for Exhibit Space in IACA Markets agree to abide by the IACA Market Terms and Conditions as set forth in this document, by signing the booth application form. Such signed application for Exhibit Space will be considered confirmation that the Exhibitor has read, understands, and agrees to abide by the IACA Market Terms and Conditions. No Exhibitor will be allowed to participate in a Market until IACA has been furnished a duly signed application form.
2. **Acceptance & Execution:** Until the Application has been signed, accepted and executed, IACA makes no representation that the Exhibitor shall be assigned a booth or shall be entitled to display his/her product(s).
3. **Interpretation & Amendment:** IACA shall have full power to interpret and/or to amend these terms and conditions, which in its discretion shall be in the best interests of the Market. The decision of the Market Committee must be accepted as final in any dispute.
4. **Termination of Contract:** This agreement may be terminated by IACA at any time on the breach of any of the conditions by the Exhibitor, and thereupon all his/her rights hereunder shall cease and terminate, and any payments made by him/her on account hereof prior to said termination shall be retained by IACA as liquidated damages for such breach and IACA may thereupon resell said space.

## XII. GENERAL PRODUCT REGULATIONS

1. **Allowable Products:** Only those products that meet the criteria as described in Specific Product Regulations may be sold in the IACA Markets.
2. **Only Indian Handmade Items for Sale or Display:** All products for sale and/or display must be Indian handmade with the exception of Board approved member artist/craftsperson reproductions.
3. **Definition of Handmade:** Handmade is defined as “Produced by Indian craftspeople with the help of only such devices as allow for the manual skill of the maker to determine the shape and design of the end product.”
4. **Definition of Indian:** For the purposes of this document, the definition of Indian shall be the same as that found in IACA Bylaws, Article III, Membership, Section 1.A.1.
5. **Representation of Origin:** All products for sale and/or display must be represented properly as to their origin, including tribal affiliation, and stated in writing upon request.
6. **Representation of Materials:** All products for sale and/or display must be represented properly as to their materials, and stated in writing upon request.
7. **Representation of Methods:** All products for sale and/or display must be represented properly as to their creation methods, and stated in writing upon request.
8. **Artist/Craftspersons May Only Sell or Display Their Own Work:** All products for sale and/or display must be the original work of the assigned booth-holder with the exception of Board approved member artist/craftsperson reproductions.
9. **Requests to Convert to Wholesale Memberships:** Should an Artist/Craftsperson wish to sell/display work other than their own, the Board will consider a request, made in writing, to change the Artist’s membership category to “Wholesale” or “Wholesale/Retail.” Until such a request is granted and all associated membership fees are paid in full, the Artist will be limited to selling and displaying his or her own work as stated in Section 8 above.

## XIII. SPECIFIC PRODUCT REGULATIONS

*All products for display or sale must conform to General Product Regulations above, as well as the regulations specific to each medium below.*

1. **Baskets:** Only baskets made by American Indian Artists/Craftspersons are permitted.
2. **Cultural/Ethnic:** This category includes, but is not limited to, beadwork, quillwork, moccasins, war bonnets, masks, dolls, leather crafts, and other types of ethnic or cultural arts and crafts.
  - Imported beadwork is not allowed.
  - Plastic beads are not allowed.
  - Reproductions of traditional Indian artifacts are permitted only if they are handmade by Indian craftspeople and identified as reproductions.
  - Items identified as authentic sacred items or reproductions of such items are not allowed.
3. **Educational Materials - Books, Music, etc.**
  - Tapes and CDs must be the work of Indian artists.
  - Books, videos, prints, calendars, and stationery must be of cultural, historical, or educational content pertaining to Native American Indians.
  - Fiction and poetry must be the work of Native American Indian authors.
4. **Katsina (Kachina) Dolls/Wooden Carvings**
  - All materials used on dolls/carvings must meet Federal, State and Local legal requirements.
  - Katsina or Katsina-like carvings with removable masks are not allowed.
  - Only dolls made by Hopi and Pueblo artists may be identified as Katsinas (or Kachinas.) Others must be identified as wooden carvings or dolls.
  - Sales of Hopi or Pueblo Katsina masks are not allowed.

### XIII. SPECIFIC PRODUCT REGULATIONS (ontinued)

#### 5. Jewelry, Stones and Fetishes

- **Natural stones:** All natural stones and shell are permitted unless they are prohibited by Federal, State or Local laws.
- **Block:** The material known as block is an entirely man-made material that is manufactured to resemble natural stones such as turquoise, coral, jet, sugilite, lapis, malachite, etc. Jewelry made from this material is not permitted.
- **Stabilized and enhanced stones or shell:** Stabilized and/or enhanced turquoise, coral or other stones or shell may be used in jewelry and fetishes (including heishi) as long as the materials are disclosed in accordance with IACA General Product Regulations.
- **Man-made stones:** Stones made from any man-made material are not allowed in the Market. This includes any imitation or synthetic stones such as cubic zircon, “lab opal,” etc.
- **Imported jewelry:** (e.g., from the Philippines, Taiwan, Hong Kong, Korea, etc.) is **not** allowed. Imported raw materials may be used as long as the finished product is handmade by Native Americans and the material is disclosed in accordance with IACA Product Regulations.

#### 6. Jewelry – Metal

- **Metal Identification:** The metal content of all jewelry must be clearly identified.
- **Machine-Stamped Parts:** Jewelry may not contain or consist of any machine stamped parts or pieces.
- **Multiple-Cast Parts:** Multiple-cast is defined as lost wax cast, centrifugal cast, spin cast, vacuum cast, or any other casting method that is not hand poured, employing gravity only into a mold created by an Indian artist/craftsperson. Jewelry made from multiple-cast parts or pieces is not allowed, except when sold or displayed by an Artist/Craftsperson in limited editions of twenty-five (25) or less, and is signed, numbered and certified in writing.

- **Findings:** Findings are defined as an ingredient part of the product that adapts the product for wearing, such as hooks, cones, and chains. Non-handmade findings are allowed.
- **Beads:** All beads must be identified as to product origin and metal content. Beads that are not Indian handmade may only be used as findings and may not be sold separately.

#### 7. Paintings/Prints/Graphic Arts

- Original paintings and drawings are allowed.
- Hand executed lithographs, serigraphs, etchings and other forms of original printmaking are allowed.
- Mechanical reproductions of original art by American and Canadian Indian artists may be sold.

#### 8. Pottery/Ceramics

- Mold-poured ceramic or “green-ware” is not allowed.
- All handmade traditional and hand-formed contemporary pottery is allowed.

- 9. **Sand-paintings:** Original, handmade sand-paintings in or on any material are allowed.

#### 10. Sculpture/Carvings

- Sculpture or carvings in any media is permitted.
- Metal castings must be made from the original model created by a Native American Indian Artist and must be accompanied by a statement of authenticity signed by the artist.

#### 11. Textiles

- All weavings must be created by traditional methods.
- Needlecrafts (e.g., clothing, quilts, etc.) must be designed and handmade by the craftsperson.

### Indian Arts & Crafts Association

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