

Auburn Old Town Gallery Membership Agreement

Revised and Approved, January 2022

CHAPTER I

Responsibilities of Members

A. GENERAL GUIDELINES:

1. By becoming a member of the Gallery each member agrees to read and abide by the Gallery Bylaws and Gallery Membership Agreement.
2. The Membership Agreement may only be amended by a 3/4 vote of the General Membership. Attachments that supplement or clarify this agreement may not require a vote.
3. The Gallery is operated by all members, for the benefit of all members, as Limited Liability Corporation (LLC).
4. No special privileges will be granted to one member that is not available to all.
5. Members must pay their monthly rent on time.
6. Each member's name must appear on the staffing calendar for at least two shifts per month. Members must always cover their scheduled Gallery floor time. (see C. 4.Floor/Time Staffing the Gallery)
7. \$100.00 fine will be levied for each missed shift. In the event of extenuating circumstances, the fine may be appealed in writing to the Board of Directors for review.
8. Members must rotate their work.
9. Members shall remain "in good standing," i.e., fulfill all requirements as outlined in the Gallery Membership Agreement. Members who are not in good standing are subject to Board review and possible termination.
10. Members must participate in at least two (2) Gallery Special Events during the year and participation in each event must be at least two (2) hours.
11. In addition to participating in two (2) Special Events during the course of each year, each member is expected to support the Gallery in one of the following ways:
 - a. Serve on the Board of Directors, or
 - b. Serve on a Committee, or
 - c. Participate in a special project.
12. New members agree not to resign in their first January, February or March as members. Members with one year or more of seniority are exempt from this requirement.
13. In the event a member intends to leave the Gallery, s/he must send a letter of resignation to the Board President 45 days in advance of departure.
14. Members must attend at least half of all membership meetings held throughout the calendar year unless health issues or other exceptional circumstances preclude attendance.

B. MONTHLY RENT:

1. Each member will pay monthly rent required based on his or her type of membership. (See Chapter II regarding types of memberships).
2. An invoice will be sent out on the first of the month. Members can pay via invoice link with the option to set up automatic payments, or pay by check via mail or leaving a check in the Treasurer's file. Rent received after the 15th of the month will be subject to a \$15.00 late fee. The Board may waive the fee for extenuating circumstances. Members wanting to pay rent in advance should contact the Treasurer to make arrangements.
3. Upon joining the Gallery, new members are required to pay the first and last month's rent plus a \$150 new member fee. The new member fee is nonrefundable. If a new member joins the Gallery on a day other than the first of a month, the Treasurer may prorate the amount of the first month's rent. The last month's rent is to be used for the last month a member is in the Gallery, but may be refunded in whole or in part, under extenuating circumstances, if approved by the Board.
4. If rent is not paid by the end of the month, the member will be notified by the Treasurer. If the member wishes to retain his/her membership, all delinquent rent plus penalties and late fees must be paid. If the situation of recurring nonpayment continues the board will then make a decision of regarding status.
5. Applicable portions of Chapter III pertaining to Termination of Membership may also apply.

C. FLOOR TIME/STAFFING THE GALLERY

1. Each gallery member is expected to work as host or salesperson in the Gallery for approximately 8 hours per month, with one or more additional 4 hour shifts per year.
2. Each Gallery member is expected to volunteer for two Special Events during the year. The Special Events Chair will keep records of each member's participation. If a member of the gallery is not participating and fulfilling the membership agreement, the Chair will discuss this with the artist. If needed, the Chair may request assistance from the Vice President to resolve the issue.
3. Monthly schedules are posted on the Gallery Website by the 25th of the prior month.
4. If a member cannot fulfill their scheduled floor time each member must take responsibility to find his/her own replacement. Trades and or direct payment to another member is the sole responsibility of artist listed on Schedule, the substitute's name must be written on the calendar in the staffing binder.
 - a. Existing artists sharing space are responsible for three shifts per month. Shared space defined: 2 independent artists sharing one space, receiving separate financial income, separate checks and K-1's.
5. With the approval of the Board of Directors, an Associate Member may staff for a Gallery member (see Chapter II , E)
6. The Gallery is not to be left closed or unattended during scheduled open hours. In case of emergency, if possible, another member should be called in.
7. Artists staffing the Gallery shall make courtesy "reminder" phone calls to all members who are staffing the following day. This information is in the Gallery Staffing Calendar. Ideally, this is done during the first shift. Callers should make a check mark next to the name of the member called, verifying that this has been done.

8. Members staffing the Gallery should rely on the Gallery Operations Manual and the P.O.S. (Point of Sale) Manual for more specific and detailed instructions.

9. Staffing in the event of "Member Hardship":

- a. Member is hospitalized/recuperating for a month or less: s/he will be relieved of staffing for a month.
- b. Member suffers a lengthy illness (e.g., hospital stay/recuperation exceeds one month): a member can request a leave of absence. During a leave the artist's work remains in the gallery, artist continues to pay rent, but gallery covers shifts for the artist.
- c. "Act of God" disaster (fire, flood, earthquake, etc.): the Board will decide course of action on a case-by-case basis.
- d. The Board will review special circumstances on a case by case review.

10. Board Members work only one four hour shift per month.

D. ADDITIONAL MEMBER RESPONSIBILITIES AND PRIVILEGES

1. The number of items each member is allowed to display is dependent on the space allocated, the size of the work, and the judgment of the Display Director.

2. Artists are encouraged to frequently rotate their work within their own space and to bring in new pieces for display.

3. Each member will maintain an up-to-date inventory on the Gallery P.O.S. system. All work must be priced with a P.O.S. barcode label. Unmarked works will be removed.

- a. In the case that art items are found to have incorrect coding by staff, the artist will be called as soon as possible and the Treasurer needs to be informed. The artist notified will need to come in immediately and correct their inventory.
- b. If the artist continues to have the same problem with coding, the board will review the situation and determine if further action is necessary, including possibly incurring bookkeeping fees.

4. Members may remove up to one third of their inventory from the Gallery without replacement for an outside show or for other short-term reasons. If a member wishes to remove more than one third of their inventory, the Display Committee must be notified one week prior to removal. It is the member's responsibility to appropriately adjust the space by asking another member to fill the empty space.

5. Every effort will be made to ensure the safety of artwork on display, however the Gallery does not carry insurance coverage for individual artist's works and it will not be responsible for their damage or loss. Members who wish to do so may obtain their own insurance coverage. Members working in the Gallery are encouraged to circulate within the side and back rooms and provide diligent customer attention.

6. Self Insurance: The monthly rental charge includes \$1 per member per month to provide a base level of self insurance for theft and breakage for gallery members. The Gallery cannot be liable for every claim presented to the Gallery as the reserve for that purpose could be depleted in one claim if it's a large one. The limit that will be paid for any claim will be a maximum of \$100 and the minimum will be \$10. Members wishing to submit missing or broken item claims should submit the claim on the form available in the bottom form drawer. Also, where POS inventory records are available to substantiate the loss, attach copies. Reimbursement will be for 50% of the retail price of the missing or broken item(s).

7. Presentation of all artwork must be neat and professional and it must meet the requirements outlined in the **Hanging Guidelines** where applicable.
8. Members wishing to exhibit work in a **Category** (see attached categories) different from that originally juried into the Gallery must request that their new work be re-screened.
9. Members who observe issues with new or existing work including workmanship, flaws or damage will provide the courtesy of contacting the artist to resolve the issues as soon as possible. If the artist is unavailable or unapproachable then the member(s) should contact and describe the issue to the Display Committee who will attempt resolution. If there is any difficulty resolving the issue, the Display Committee will forward the problem to the Board of Directors.
10. If three or more customers or members are offended by an art piece and lodge a formal complaint (in writing), the vice president and the artist are to be contacted and the artist will remove the art piece until the next membership meeting, where members will vote to determine if removal is desired by a majority in the best interest of the gallery and its membership.
11. One wall space will consist of approximately 65 square feet of vertical display space (plus or minus 5 square feet). One floor display space will consist of approximately 20 square feet of horizontal display space (plus or minus 4 square feet). One full jewelry display space will consist of approximately 3-5 square feet.
12. A Committee Member who does not satisfactorily perform assigned duties may be removed from their position based on the recommendation of the Board of Directors. At that time the Board will determine placement on a new committee.
13. Members of the Board of Directors may be removed from office by a majority vote of the membership for not fulfilling duties based on the Bylaws/Membership agreement.
14. Purchases between members: the Gallery will forgive the 20% commission on member purchases, as long as the purchase is made directly between one another and no credit card is used and the P.O.S. is not used. The member whose work was purchased is responsible for removing the item from the P.O.S. inventory.
15. Board of Directors and Chairperson(s) will be responsible for maintaining and updating a description of their responsibilities, procedures and methodologies for carrying out their assigned duties. Board Officers include President, Vice President, Secretary, Treasurer, Display Director, Membership Representative, Publicity Director and Facilities Director. Any changes to these assigned duties must be approved by the general membership.
16. Directors or Committee Chairperson(s) are to document their committee members volunteer hours for their assigned Committees. If a member on the committee is not participating and fulfilling the membership agreement, the Chair will discuss this with the artist. If needed, the Chair may request assistance from the Vice President to resolve the issue.

E. SALES AND COMMISSIONS

1. If a member has "Condition of Sale" information such as multiple item price discounts, possible change of matting or framing and shipping etc., the information should be described on a pop-up note on the item's inventory page on the P.O.S.
2. Each member determines the price for his/her artwork.
3. The Gallery will collect a 20% commission of the price before tax for each piece of artwork
4. The Gallery will collect California sales tax.

5. Payment to the artist will be made no later than the 15th of the month following the month of sale.
6. Members are not required to pay a Gallery fee for customer-commissioned work(s) generated by that artist's pieces being exhibited in the Gallery. The artist may choose to donate a percentage of the commission to the Gallery.

F. DISPUTES

1. By becoming a member of the Gallery, each member agrees that if a legal dispute should arise with another Gallery member, a group of members, or the general membership concerning Gallery business, s/he will notify the President and will submit to having the issue resolved by arbitration rather than by a court proceeding. This condition will continue to apply even after a member has terminated his/her membership.
2. It is in the best interests of all Gallery members to strive for harmony and good working relationships. Should a member have a concern, s/he should communicate it directly to the President before the problem escalates, with the hope that it may be resolved amicably.
3. Every member will be required to sign a document acknowledging that s/he has received, read and agreed to abide by the Gallery Bylaws and Membership Agreement and any attachments thereto.

CHAPTER II

Memberships

A. FULL SPACE MEMBER:

1. Pays the standard monthly rent
2. Staffs two (2) shifts a month
3. Has a full standard display space
4. Has one vote at general membership meetings.

B. HALF SPACE MEMBERSHIP:

1. Pays monthly rent for half-space member,
2. Staffs two (2) shifts a month, the same as full-space members,
3. Has half the standard display space,
4. Has one vote at general membership meetings.
5. Can be accepted into the Gallery pending availability of space for a full membership, and will remain half members only until such space becomes available, at which time they may choose to be converted to full members.

C. DOUBLE SPACE RENTAL:

1. Double space may be granted on a temporary basis, at the discretion of the Display Director and with the approval of the Board, ONLY when that space would otherwise be empty.
2. Pays double the standard monthly rent
3. Staffs four (4) shifts a month
4. Has double the full standard display space
5. Has one vote at general membership meetings

6. Must be in good standing and must have been a member for at least 12 months, at which time s/he may apply to the Board for double space rental; however, his/her total dollar sales in the previous 12 months must be in the top half of dollar sales for all members. In addition, the Board will consider space availability, overall aesthetics and diversity of work in the Gallery. If the Board determines the member's request meets the criteria for double space rental, the Board will present the request to the full membership for final approval.

7. The rental time period would be based on space availability and current wait list of incoming artists. Display will advise and determine when the rental period will end.

D. AS OF JANUARY 2021 THERE WILL BE NO MORE SHARED SPACES, (excluding existing shares space members)

E. ASSOCIATE MEMBERS

1. Spouses, partners and close family of Gallery members may request and be approved by the Board of Directors, to become Associate Members of the Gallery.
2. An Associate Member may work shifts for the related member, serve on a committee and or volunteer for special events.
3. They have no other membership responsibilities or privileges.
4. Associate Member must be officially trained before any floor time is served.
5. Associate Members can only serve for their related gallery member as approved by the Board of Directors.

F. PROBATIONARY MEMBERSHIP

1. Newly selected and approved members will be considered Probationary Members for **six (6)** months.
2. Probationary members will have all the rights and responsibilities of all Members. However, the Board may revoke membership during the probationary period based on whether the artist is in compliance with the By-laws and Membership Agreement, and their art meets the standard of the gallery.
3. If a member is not accepted into the Gallery at the end of the probationary period, his/her initial New Member fee of \$150 will not be refunded.
4. If a member voluntarily leaves the Gallery during the probationary period, the New Member fee will not be refunded and the member must give **45 days written notice**.
5. Upon leaving the Gallery, the Gallery key must be turned in to the President of the Gallery, or a \$40 key replacement fee will be charged to the artist.

G. OTHER TYPES OF MEMBERSHIP

1. There will be no other types of membership than those specifically described in this chapter.

CHAPTER III

Termination of Membership

A. VOLUNTARY TERMINATION OF MEMBERSHIP

1. If a member decides to discontinue his/her membership, s/he is required to provide a **45 day notice** in writing to the Board President prior to removing his/her artwork. If a member fails to do this, his/her

last month's rent will not be refunded and s/he will be expected to pay another member to work his/her scheduled floor time during the 45-day period following the date the written notice was received.

2. Before leaving, the Gallery front door key should be turned in by the artist to the President of the Gallery. If the key is not turned in a \$40 fee will be charged/billed.

3. If the member's monthly rent was paid in advance, it may not be possible for the Gallery to refund this money immediately; however, the refund will be made as soon as possible and no later than 30 days.

4. Any member in good standing who voluntarily discontinued membership may be reinstated at a later date, if/when space is available, without payment of the New Member fee, provided less than one year has passed. The General Membership must approve reinstatement.

B. INVOLUNTARY TERMINATION OF MEMBERSHIP

1. Based on the recommendation by any member and decision by the Board of directors, any membership may be terminated based on violation of Gallery rules as described in this document, its attachments and the Bylaws, or if the member's work is not suitable for the Gallery's image as determined by the Board.

2. Any member recommended for involuntary termination may appeal the decision of the Board to the General Membership for review. In this case a General Membership meeting will be held at the earliest date possible, and the decision will be subject to a majority vote of the members present.

3. If a new member is still in the probationary period, the decision to terminate the membership may be made by the Board of Directors alone without appeal to the membership. The initial New Member fee is not refundable.

CHAPTER IV

Customer/Member Relations

A. BROKEN ITEMS

If an item is broken by a customer and it is clearly not the result of a defect, the member at the counter should ask the shopper who broke the item to pay 50% of the marked price and sales tax must be charged on the amount. It may be helpful to inform the patron that the entire amount goes to the artist.

B. PATRONS TAKING PHOTOGRAPHS

Members who are staffing the Gallery should remind shoppers that photography is not allowed without prior permission of the artist.

C. COMMISSIONED WORKS

If a patron wishes to commission a work by a member artist, 100% of the commission fee goes to the artist if the sale does not go through the Gallery. The artist may wish to contribute a percentage to the gallery, but not mandatory.

D. INDIVIDUAL ARTIST "DISCOUNT" SALES

With the exception of the Gallery-wide "Annual Sale," and Gallery sponsored Customer Appreciation events, members will not advertise that their work is discounted or that the price(s) have been reduced, although they may change prices at will. Price changes must be updated on the P.O.S.

E. RETURNS AND EXCHANGES

The Gallery does not generally accept returns and exchanges; however this decision is ultimately up to the artist. The staff on duty needs to contact the artist and facilitate the connection for the customer.

I have fully read and agree to adhere to this Membership Agreement.

Artist Signature

Date

HANGING GUIDELINES

(Artist's Guidelines for Fine Art and Display)

1. All art must be original, creative, unique, and archival and should acknowledge, where appropriate, the subject matter it is composed from. (Plagiarism: If an artist copies work of another known artist a reference to the original should accompany the copy. If an artist copies a published photograph, as in a case of a photograph in a magazine, and does not credit the photographer, it is plagiarism, or theft of a copyrighted work.)
2. 2D Artists must have at least 25% original art work of art displayed at all times. All artists are encouraged to rotate their work at least every six months. This excludes small prints and cards. Framed photography and 3D art is considered original.
3. Jewelry- All work must be unique and original. The main component must be hand-made with minimal use of commercial findings. Pieces must be finished in a professional manner so as to not cause the customer any discomfort.
4. The category an artist has been juried into will determine the medium of the fine art represented in the gallery. The medium the artist has been categorized in shall be the main component with minimal use of accents of a different medium.
5. All paintings and prints must be clearly marked "Original" or "Print" on the wall and back of framed work.
6. Paintings or prints should be framed in a frame that is in good shape, with no mars. Metal frames should not have sharp edges or corners that can catch on walls, clothing or fingers. Sharp edges should be filed so they won't project or stick out. The backs of the frames must be finished in a professional manner.

Suggestion: The use of matching frames or frames that are complementary will help to unify the appearance of paintings and prints in your display. Artwork that is framed so that it "hangs together" well will help sell your artwork.
7. Canvases must be stretched and mounted in a professional manner.
8. Strap or D-hangers are preferred for wiring. Screw eyes damage walls and do not allow framed artwork to hang flat on the wall.
9. Saw tooth hangers should not be used.
10. Paintings or prints that are larger than 22" x 28" should be glazed in Plexiglas or museum glass.

Note: Any painting in the gallery may be framed with Plexiglas. Do not clean Plexiglas with Windex or window cleaner. Use a soft cloth with Plexiglas cleaner if cleaning is needed.
12. Ceramic, metal art, wall hangings etc. should be hung with hardware that is strong enough to hang the artwork with no risk of it coming off the wall. Strong adhesives and hardware appropriate for your piece should be used. Artwork, with hanging hardware that is not sufficient for the weight of the piece, will not be displayed in the Gallery.
13. Leave at least 6 inches from corners and between wall artists to enhance each artist's work and prevent a "crowded look".
14. Artists must keep their display stocked at all times.
15. Artists are responsible for cleaning and dusting their displays.

16. Members should take the initiative to call each other when display areas become vacant to let them know that more inventory is needed.

17. List category which you were juried in under _____

Artist Signature

Date

Auburn Old Town Gallery Membership Agreement Categories

1. Assemblage
2. Bookbinding
3. Ceramics
4. Fiber Arts (replacing fabric)
5. Glass, blown
6. Glass, flame worked
7. Glass, fused
8. Gourds
9. Graphics-Block printing * documented by signed certificate as required by law
10. Graphics-Calligraphy
11. Graphics-Charcoal
12. Graphics-Etchings * documented by a signed certificate as required by law
13. Graphics-Pencil, Pen & Ink
14. Jewelry
15. Leather
16. Metal Sculpture
17. Mixed media
18. Mosaic
19. Painting: Acrylic
20. Painting: Dyes on silk
21. Painting: Oil
22. Painting: Pastel
23. Painting: Watercolor
24. Photography
25. Polymer clay
26. Pysanky
27. Weaving
28. Wire sculpture
29. Woodworking

The category an artist has been juried into will determine the medium of the fine art represented in the gallery. The medium the artist has been categorized in shall be the main component with minimal use of accents of a different medium.

New Categories will be added as a response to the creativity of an individual artist in cooperation with Membership.