

Auburn Old Town Gallery LLC
Membership Agreement
Revised and Approved March 21, 2025

CHAPTER 1
Member Responsibilities

A. General Guidelines:

1. Upon joining, Members enter into a Membership Agreement with the Gallery, requiring payment of a nonrefundable \$150 new-member fee and to adhere to the Gallery's Operating Agreement.
2. Amendments to the Membership Agreement require a 2/3 vote of the General Membership; attachments or exhibits, ie: hanging guidelines to the Membership Agreement do not require a vote.
3. The gallery is a Limited Liability Company (LLC) and serves all Members equally.
4. Members must pay monthly rent promptly.
5. Each Member must cover at least two 4-hr shifts per month.(Section C, 4. Floor Time/ Covering the gallery) Members are also required to cover extra shifts as necessary to fill the monthly work schedule
6. Members must rotate their displayed work.
7. To maintain "in good standing" status, Members must meet all requirements in the Membership Agreement; failure may result in board review and possible termination.
8. Participation in at least two gallery special events annually, with a minimum two-hour commitment per event, is mandatory.
9. Members must support the gallery in one of the following ways:
 - a. serving on the Board of Directors;
 - b. participating in a committee;
 - c. engaging in a special project.
 - d. Members not participating in one of these ways may agree to cover additional extra shifts.
10. Members intending to leave must provide a letter of resignation to the board president at least **45 days** in advance.
11. Members must attend at least half of all Membership meetings held during the calendar year unless exceptional circumstances prevent attendance.

B. Monthly Rent:

1. Members are responsible for paying monthly rent according to their allotted display space. (refer to Chapter II for display space sizes.)
2. Rent invoices are issued on the first of each month. Payment can be made via invoice link (with an automatic payment option), by mailing a check, or by leaving it in the treasurer's file. Rent paid after the 15th incurs a \$15 late fee, which, if approved by the Board of Directors, may be waived for extenuating circumstances. Members wishing to pay rent in advance should coordinate with the Treasurer.

3. New Members must pay the first and last month's rent, plus a nonrefundable \$150 new-member fee upon joining. The Treasurer may adjust the first month's rent if joining mid-month. The last month's rent is intended for the final month but may be partially or fully refunded under extenuating circumstances with Board approval.
4. Members failing to pay rent by the end of the month will be notified by the Treasurer. All overdue rent, penalties, and late fees must be settled to maintain Membership. Repeated nonpayment will lead to a Board review of the Member's status, and may be the basis for termination of Membership. (See Chapter 3).

C. Floor Time/Covering the Gallery:

1. Each General Member must contribute two 4-hr shifts, (8 hours per month) as a host or salesperson, plus one or more additional 4-hour shifts per year as needed to ensure our monthly calendar/schedule is fulfilled.
2. Board Members are required to work one 4-hour shift per month. In the event two Members share a Board of Directors position, those artists will be assigned three shifts between them. It is their decision how to manage those shifts.
3. All Members must volunteer for two special events per year, with participation records maintained by the Special Events Director. If obligations are not met, the Director will address the matter, seeking a resolution with the Vice President if necessary.
4. Monthly schedules are emailed and published on the gallery website by the 15th of the preceding month. Based on availability, and Member input, a Member may request permanent designated shifts each month.
5. If unable to fulfill scheduled floor time, Members must arrange a replacement. All arrangements are the responsibility of the listed artist, with substitutes' names reported and recorded on the Gallery Staffing Calendar.
6. The gallery must not be left closed or unattended during scheduled open hours. In emergencies, contact another Member on the list of Emergency Contacts.
7. Members staffing the gallery are required to make courtesy reminder calls or send texts to Members scheduled for the following day, with call/text records kept on the Gallery Staffing Calendar.
8. Members covering the gallery should refer to the Gallery Operations Manual and the Point of Sale Manual (POS) for detailed instructions.
9. Covering in cases of Member Hardship:
 - a. For hospitalization or recuperation lasting one month or less, Members are relieved of staffing duties.
 - b. For extended illness exceeding one month, Members may request a leave of absence; the gallery covers shifts while the artist's work remains on display and rent is paid.
 - c. For "Act of God" disasters such as fire, flood, or earthquake, the Board will determine the appropriate action case-by-case.

- d. Special circumstances will be reviewed by the Board case-by-case.

D. Additional Member Responsibilities and Privileges:

1. Display space and number of items depend on allocated space, artwork size, and the Display Director's judgment.
2. Artists should rotate their work frequently and introduce new pieces for display.
3. Members must maintain an updated inventory on the gallery POS system, ensuring all artwork is priced with a barcode label. Unmarked works will be removed.
 - a. The artist will be notified of coding errors to rectify promptly, and the Treasurer will be informed.
 - b. Persistent coding issues will be assessed by the Board and may result in additional bookkeeping fees.
4. Members may temporarily remove up to one-third of their inventory without replacement for external shows or short-term reasons. Removal of more than one-third requires one week's notice to the Display Committee, with Members responsible for asking another Member to fill the space.
5. The monthly rental fee includes a \$1 contribution per Member to establish a self-insurance fund for theft and breakage incidents involving gallery items. The gallery cannot be held liable for every claim, as the reserve may be depleted by a single large claim. The reimbursement limit ranges from \$10 to \$100, with \$100 being the maximum reimbursement any Member may receive. Members are advised to obtain their own insurance for higher-value items. Members seeking reimbursement should complete a claim form and provide POS inventory records if available. Reimbursement is processed at 50% of the retail price of the item(s).
6. Members working in the gallery should provide attentive customer service and deter theft by circulating within the side and back rooms.
7. Artwork presentation must be neat, professional, and compliant with **Hanging Guidelines** (Attachment 1).
8. Members wishing to exhibit work in a different **Category** (Attachment 2) must request re-screening.
9. Members who notice issues with new or existing artwork must promptly notify the artist for resolution. If the artist is unreachable or unresponsive, Members should contact the Display Committee. If a resolution is challenging, the Display Committee will elevate the matter to the Board of Directors.
10. If three or more customers or Members lodge a written complaint about an artwork, the Vice President and the artist will be notified. The artist can be asked to remove the artwork until the next Membership meeting, where a majority of a quorum of Members present will vote on its removal.
11. One wall space consists of approximately 65 square feet of vertical display space. One floor display space consists of approximately 20 square feet of horizontal display space. One full jewelry display space consists of approximately 3-5 square feet.

12. Committee Members failing to fulfill duties may be removed and reassigned based on Board recommendation.
13. Board of Directors Members failing to fulfill duties may be removed by a $\frac{2}{3}$ majority vote of the Membership, as provided in the Operating Agreement.
14. The gallery waives its commission on Member purchases made directly between Members without credit cards or POS, with the selling Member responsible for updating the POS inventory.
15. Board officers must maintain and update descriptions of their responsibilities, subject to approval by the Membership.
16. Directors and Committee chairpersons must document volunteer hours and address non-participation issues, with support from the Vice President if necessary.

E. Sales and Commissions:

1. Members may include "Condition of Sale" details, options, and shipping arrangements on the item's inventory page on the POS.
2. Each Member sets the price for their artwork.
3. The gallery collects a 20% commission on the pre-tax price of each artwork.
4. The gallery also collects California sales tax.
5. Artist payments are disbursed no later than the 15th of the month following the month of sale.
6. Members are exempt from paying a gallery fee for customer-commissioned works resulting from their exhibited pieces. Artists may opt to donate a portion of the commission to the gallery.

F. Dispute Resolution:

Members consent to resolving disputes related to gallery affairs as provided in the Operating Agreement, even after Membership termination.

CHAPTER 2

Memberships

Member rent is based on the size of their display space

A. Full-Space Member:

1. Pays standard monthly rent.
1. Covers two shifts monthly.
2. Occupies a full standard display space.
3. Holds one voting right at General Membership meetings.

B. Half-Space Member:

1. Pays monthly rent for half-space.
2. Covers two shifts monthly.
3. Occupies half the standard display space.
4. Holds one voting right at General Membership meetings.
5. May convert to full-space membership upon availability.

C. Temporary Additional Space Rental:

1. Additional space may be rented temporarily if vacant, subject to the Display Director's discretion and Board approval.
2. Renting Member pays additional monthly rent based on available space size.
3. Utilizes additional space while available.
4. Does not receive additional voting rights.
5. Must be in good standing to apply for temporary space rental.
6. Rental duration is contingent upon space availability and the incoming artist waitlist.

D. Probationary Membership

1. Newly selected and approved Members will be designated Probationary Members for six months.
2. Probationary Members enjoy all rights and responsibilities of full members. However, Membership may be revoked during this period based on compliance with the By-laws and Membership Agreement and the standard of artwork.
3. The new Member fee of \$150 is nonrefundable if the Member is not accepted into the gallery after probation.
4. Voluntary departure during probation forfeits the new Member fee without refund, with a **45-day written notice** requirement.
5. The gallery key must be returned to the gallery President, or a \$40 key replacement fee will be charged.

CHAPTER 3

Termination of Membership

A. Voluntary Membership Termination:

1. Members wishing to terminate their Membership must provide a **45-day written notice** to the Board President before removing their artwork. A Member leaving the gallery is responsible to cover any assigned shifts they have during this 45 day period. Members must remove all personal items from the Gallery by the termination date.
2. Members must return the gallery front door key to the Gallery President or other designated Board Member upon departure. Failure to do so incurs a \$40 fee.
3. Members in good standing who voluntarily terminate may be reinstated without the new Member fee within one year if space is available. Reinstatement requires approval by the Membership.

B. Involuntary Membership Termination

1. The Board may initiate Membership termination proceedings for Members who fail to comply with the Membership Agreement, Operating Agreement, or gallery policies.
2. Memberships recommended for involuntary termination may appeal to the General Membership for review. A general Membership meeting will be

- convened promptly, with decisions subject to a majority vote of a quorum of the Members.
3. For Members still within the probationary period, the Board of Directors may terminate the Membership with no appeal to the Membership. The initial new Member fee is nonrefundable.

CHAPTER 4

Customer/Member Relations

A. Broken Items

If a patron breaks an item, not due to a defect, the Member on duty should request the patron responsible to pay 50% of the marked price, with sales tax applied. The Member should clarify to the patron that the entire amount goes to the artist.

B. Patrons Taking Photographs

Staff Members should inform shoppers that photography is not permitted without prior artist permission.

C. Commissioned Works

When patrons commission a work from a Member artist, 100% of the commission fee goes to the artist if the sale bypasses the Gallery. While artists may choose to contribute a percentage to the gallery, this is not mandatory.

D. Individual Artist "Discount" Sales

Except during the Gallery-wide "Annual Sale" and Gallery-sponsored Customer Appreciation events, Members should refrain from advertising discounted or reduced prices on their work. However, they are permitted to adjust prices as desired, with updates required on the POS.

E. Returns And Exchanges

While the Gallery typically does not accept returns or exchanges, this decision ultimately rests with the artist. The Member on duty should contact the artist to facilitate communication with the customer.

CHAPTER 5

Display Standards and Artist Category Guidelines

A. Hanging Guidelines (Artist's Guidelines for Fine Art and Display)

1. Artist's guidelines for fine art and display are provided in Attachment 1: **Hanging Guidelines**

B. Artist Category Designation and Medium Guidelines

1. Categories are listed in Attachment 2: **Categories**
2. The artist's designated category determines the primary medium of the artist's exhibited work. The designated medium constitutes the main component of the artwork, with minimal use of accents from other mediums.
3. New categories will be introduced based on the creative output of individual artists in collaboration with the Membership.

Attachment 1

Hanging Guidelines

1. Artwork must be original, creative, unique, and archival, with appropriate acknowledgment of source material if used. Plagiarized work, without proper reference to the original, is prohibited.
2. 2D artists must maintain a minimum of 25% original artwork displayed at all times, with a recommended refresh of their work every six months, excluding small prints and cards. The definition of original artwork refers to a unique piece of art, as opposed to reproductions. In addition to paintings and such, finished photography (framed, metal or canvas prints, etc.) and 3-D art are considered original.
3. Jewelry must be handmade, with minimal use of commercial findings, and finished professionally to ensure customer comfort.
4. Artists are categorized based on medium, with the main component being predominant and minimal use of accents from other mediums.
5. Paintings and prints must be clearly labeled as "Original" or "Print" on both the wall and back of framed work.
6. Framed artwork should be in good condition, without blemishes or sharp edges, with professionally finished backs. Matching or complementary frames are recommended for a unified display.
7. Canvases must be professionally stretched and mounted.
8. Strap or D-hangers are preferred for wiring, as screw eyes can damage walls and prevent artwork from hanging flat. Sawtooth hangers are not permitted. (Small two-dimensional work may utilize saw-tooth hanger installation)
9. Paintings or prints larger than 22" x 28" should be glazed with Plexiglas or museum glass. Plexiglas should be cleaned with a soft cloth and Plexiglas cleaner.
10. Ceramic, metal art, wall hangings, etc., should be hung with strong, appropriate hardware to prevent detachment. Insufficient hanging hardware will result in artwork not being displayed.
11. Maintain at least 6 inches of space from corners and between wall artists to prevent overcrowding and enhance visibility.
12. Artists must keep their displays stocked at all times.
13. Artists are responsible for cleaning and dusting their displays.
14. Members should communicate to the Display Director when display areas become vacant to ensure inventory replenishment.

Attachment 2

Categories

1. Assemblage
2. Bookbinding
3. Ceramics
4. Fiber Arts (replacing fabric)
5. Glass, Blown
6. Glass, Flameworked
7. Glass, Fused
8. Gourds

9. Graphics-Block printing * documented by a 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

Auburn Old Town Gallery LLC
Membership Agreement DATED 3-21-2025
Member Signature Page

By signing this document, I affirm that I have read, understood, and agree to follow the terms in the Gallery's Operating Agreement; this Membership Agreement; and the Hanging Guidelines provided to me. I also agree to comply with any amendments that may be made to these documents by vote of the Members in accordance with the Operating Agreement.

Member Information:

- **Name:** _____
- **Signature:** _____
- **Date:** _____

Company Uses Only:

Received by: _____
(Print Name)

Signature: _____

Date: _____