

Front Street Gallery Artist Contract

WHAT YOU NEED TO KNOW

The Front Street Gallery is an artist's cooperative gallery. There are no paid staff in the gallery. This means the artist members of the gallery share the responsibility for keeping the gallery functioning and successful.

If you are accepted as an artist member, you will need to contribute to the gallery by:

- Working in the gallery at least two half-day shifts each month.
- Serving on at least one of our committees.
- Paying monthly membership dues to the gallery of \$100.00.
- One-time buy in of \$125.
- Paying a commission of 20% on all of your artwork sold by the gallery.
- NOTE: Fees and dues are subject to change without notice.

Artist Contract

1. TERM & TERMINATION: This agreement shall commence upon signing and after 6 months may be terminated by either party after giving 30 days written notice to either party.

A member may be terminated by a majority vote of the Board of Directors for non-compliance of this agreement and or Front Street Gallery By-Laws. A member may be terminated by a majority vote of the Board of Directors as a "vote of no confidence" as being a divisive, or destructive presence. No member is exempt from any of the stated duties in this Contract (except for special cases as deemed by the Board of Directors) without forfeiting his/her privileges to exhibit and remain a member in good standing of the Gallery. Consistent with the terms of this contract, the Board of Directors has the full authority to dismiss a member from the Gallery.

2. EXPENSES: The Gallery agrees to pay out of the dues and gallery commissions, operating expenses for the gallery including utilities, liability insurance, and Gallery advertising and other related expenses for the day-to-day operations of the gallery.

3. INSURANCE: The Gallery agrees to provide general liability insurance as determined by the Board upon consultation with a professional insurance broker. Artists are encouraged to provide their own theft/damage insurance through their own brokers. The Gallery will not be responsible for theft or damage with the exception of problems with display units. Artists should be notified of any brakeage or damaged items ASAP.

4. COMMISSIONS: The Gallery shall receive a commission of 20% (subject to modification by the Board). The Artist shall establish retail value of works.

5. SALES TAX: The Gallery will collect and pay the applicable Washington State sales tax on works sold. The applicable tax as determined by the State will be added to the retail price established by the Artist.

6. PAYMENTS: The Gallery shall pay the Artist proceeds of sales due to the Artist by the 15th of the following month.

7. DUES, FEES, LATE FEE: Artist agrees to pay a one-time, non-refundable fee of \$125 and regular membership dues each month as determined and subject to modification of the Board, based on Gallery expenses (\$60 to 100). Dues must be received by the 25th of each month, to be applied to the following month.

Current monthly dues: \$100

Artists will be assessed a \$10 late fee if dues are not paid by the 1st of the next month.

Sales revenues will be applied toward last month's dues when an artist decides to terminate their membership and the last month's dues have not been paid

Any artist who does not pay dues within 30 days shall have their membership terminated.

8. DISPLAY, CONDITIONS: All active artist members shall have their work displayed in the Gallery, but not necessarily all works submitted. All work that requires special handling or packaging shall be submitted by the artist to the Display committee. The Display Chair will provide these requirements to the

membership.

Original work will be submitted to the Display Committee for exhibit selection. (Jury Committee determines entrants to the Gallery.) Works selected for exhibit will remain on display at the discretion of the Display Committee. The number of works selected will depend upon the size of work and available space. All painting to be displayed on the walls must be properly framed in accordance with the Display Committee requirements. All work must be clearly labeled by the artist in a manner determined by the Gallery.

9. NEW MEDIA: Any new media an artist wishes to display must have the new work juried by the Jury Committee in accordance with the By-laws, and accepted before it can be exhibited in the Gallery.

10. GALLERY STAFFING: Artist agrees to work the equivalent of two full day shifts or 4 half day shifts per 21 day period, minimum. If unable to fulfill scheduled time, arrangements must be made for a replacement by the member. The Gallery Manager must be notified of such replacements. All members must serve on at least one committee.

11. MEETING ATTENDANCE: Artists are strongly encouraged to attend full membership and any emergency meetings called by the Board of Directors.

12. STORAGE & UNCLAIMED WORK: Work submitted by the Artist but not exhibited shall be picked up in a timely manner.

13. RETURN POLICY: Return of any sold artwork will be accepted at the discretion of the Artist. New works will be placed here once we hear from our attorney about our requirements

14. TIME PURCHASES (lay away): Lay away is to be handled on a case-by-case basis between the customer and artist.

15. SECURITY INTEREST. All works deposited by the Artist are property of the Artist until sold. Ownership of sold works shall pass directly to the buyer. The works shall not be subject to claims by the Gallery's creditors.

16. COPYRIGHT: The Gallery staff shall take all reasonable steps necessary to ensure that exhibited works in the Gallery will not be reproduced by any fashion. (No photographs.) Artist does not forfeit copyright of artwork.

17. MODIFICATIONS: The Board of this Gallery reserves the right to change this agreement after 90 days and upon 30 days written notice.

18. TERMINATION OF MEMBERSHIP: Artist may terminate this agreement with 30 day written notice using the resignation form provided by the Chair to the Board of Directors. If an artist gives 30-day notice of resignation, said artist must work their shifts for the 30 days after submission of resignation or provide coverage by other artists or volunteers. They must notify the Staffing Chair and Gallery Manager of such changes

19. GRIEVANCES: Any artist who has a grievance against the Gallery shall first try to resolve the grievance with the particular artist or Chair position. If they are still unable to solve the grievance than they may submit their grievance in writing to a member of the Board to discuss at their next meeting. The artist can request that the Board meet sooner if the matter is urgent.

20. HOLD HARMLESS: Gallery members and Board of Directors shall not be liable for loss or damage to art works brought to the gallery for display or sale. Membership fees grant space only.