



ARTISTS' COLLABORATIVE GALLERY  
129 K STREET • SACRAMENTO, CA • 95814  
(916) 444-1725

## **ARTISTS' COLLABORATIVE GALLERY -- MEMBER AGREEMENT** **RESPONSIBILITIES OF MEMBER**

### **1. GENERAL GUIDELINES**

- a. Each Member of the Gallery agrees to read and abide by this Member Agreement, Final Approved by the Board of Directors Revision 11/23/2011.
- b. The Gallery is operated by all Members for the benefit of all Members as a for-profit organization.
- c. A new Member will be mentored throughout their 90-day probationary period during which he/she agrees not to resign.
- d. A Member must attend at least half of all Membership meetings held during a calendar year.
- e. Each Member will maintain an up-to-date inventory list of all their artwork on display in their Member file. A Member's artwork must be tagged with an Inventory # (made up of the Member's initials and inventory number) and price. It is the Member's responsibility that the tag be legible and easily read by both Members and Customers.
- f. If a Member purchases artwork of another Member, the Gallery will forgive the 22% commission on the purchase. Only Gallery Members are allowed this discount rate, no spouses, children or other family members are allowed this option. No credit card can be used and the sale should not run through the Gallery's books. The check or cash plus tax should be placed in the Member file, not with the daily sales.
- g. A Member may accept a commission order: If a commission is agreed upon in the gallery, then that sale is run through the Gallery's books. If a commission is agreed upon outside the Gallery, then 100% of that sale goes directly to the Artist.

### **2. MONTHLY RENT**

- a. A Member is required to make payment to the Treasurer the 1<sup>st</sup> of each month and a check may be mailed to the Gallery or placed in the Treasurer's file in the Gallery Office. Effective 10/1/2011, monthly rent is \$85 One Space (\$45 Half Space) or (\$130 One & Half Space) and if not paid by the 10<sup>th</sup> of each month, is subject to an additional \$15 penalty.
- b. A Member is required to pay a monthly 22% Commission on their net monthly sales to the Gallery to cover overhead operational expenses, and this will be deducted from their monthly commission check.

### **3. WORK SHIFTS**

- a. Each Member is required monthly to work the Gallery Sales Desk either two 4-hours or one 8-hour shift(s); Half Space-4-hour shift; or, One & Half Space – 12 hours and their name must appear on the official Gallery staffing calendar.
- b. A Member who is unable to work their assigned shift due to illness or other obligations that restrict a work schedule, may trade with another Member or arrange and pay a trained worker to work in their place. The substitute worker's name must then also appear on the official Gallery calendar for documentation purposes.

- c. A Member who is unable to work due to a hardship (i.e.: hospitalization, lengthy illness, chronic illness, death in immediate family, sudden emergency, act of god) their trained partners or family Member may cover work shift responsibilities 50% of a calendar year (January-December); the other 50%, may be a trained paid replacement. Other Members are also allowed to step in on this Member's behalf and volunteer hours or trade.
- d. A Member is expected to contribute to the overall operation of the Gallery by serving on the Board, a committee or to participate in a special project throughout the year. A reasonable amount of time spent will go towards additional hours for the year.
- e. Members will be asked to work the sales desk at the gallery up to 12 additional hours in a year.
- f. A Member who fails to work a scheduled work shift and does not arrange for a replacement worker is subject to a penalty of \$20 per hour, if the Gallery does not open due to a missed shift.
- g. The Schedule Coordinator will arrange work shifts with input from individual Members.

#### **4. DISPLAY OF WORK**

The primary purpose of the Gallery is to effectively display and hopefully sell Members' artwork. To achieve this goal, the Display Committee is established to regularly update the Gallery's appearance, ensure it is exciting and interesting to Customers and work towards coordinated contemporary, attractive marketing and merchandising.

- a. A new Member must contact the Display Committee to arrange for display space(s) which will be assigned and allocated fairly. The primary determination factor of space assignments within the gallery each month will be the number of Members, although other factors may be taken into consideration.
- b. A Member is required to keep a 6" buffer between their artwork and the next nearest artwork, unless specifically authorized by Display Committee. Although every reasonable effort will be made to ensure the safety of artwork on display, the Gallery cannot be held responsible for artwork loss or damage.
- c. A Member may only display artwork in the media and processes which have been approved by the Membership through the screening process. An Approved Member Artwork Notebook (AMAN) will be established by Display committee with paperwork and images from each Member of their work approved by Membership jury and will be used as a tool in setting up the display within the Gallery and as a reference for future display volunteers.
- d. A Member wishing to add to or change their approved and documented artwork (either in media or form), must first submit the artwork through the Screening Process.
- e. A Member approved for more than one media to avoid overcrowding may not display more than:  
½ Space – one media  
One Space – One or two media  
One & a Half – One, two or three media. A Member may rotate their additional approved media within their rented space while complying with the these two media limits.
- f. A Member approved in more than one medium may proportionally allocate their space and their display must reflect this proportional allocation. All media allocations must add up to 100%. The artist can define the balance of the final display.

- g. A Member is required to give the Display Committee a 30-day written notice prior to any change in space allocation or media/process-type within their space. The Display Committee may then opt to separate a Member's display to best showcase media and allocate space proportionally. Display space measurements that best reflects desired allocation will be at the discretion and determination of the Display Committee to ensure an optimal Gallery display mix.
- h. A Member wishing to update their display with new artwork is subject to the Display Committee's authority to determine compliance with approved artwork as shown in the Authorized Member Artwork Notebook. If the Display Committee questions the similarity of an artwork to that which has been approved and documented, then the Member must submit the artwork in question to the Screening Process without dispute prior to placement within the Gallery.
- i. A Member wanting to add an additional ½ space must have general Membership approval, pay the additional half space monthly rental rate, work four additional hours and if they wish to add a third media, need to be juried before displayed. An additional space commitment of six months minimum is expected by adding the ½ space. .
- j. If a Member wants to add display stands, props and/or decorations without the expressed consent of the Display Committee and are limited to a single multiple display stand within a single space (Jewelers – spinner rack, etc. and 2D -- print bin, etc.). The size, type or other considerations of multiple display stands must be approved prior to use by the Display Committee.
- k. Members may not alter display lighting. If additional or changed lighting is desired, it will be considered by a written request to the Display Committee.
- l. A Member is required to comply with the Display Committee as it is the decision-making authority for the Gallery regarding all display issues. A Member may be asked to rework/ change their display based on gallery aesthetics, overcrowding, inappropriate or unapproved artwork and/or other considerations. A Member may by written appeal to the Board of Directors, request a review of a decision by the Display Committee and will receive a written response. Continued noncompliance by a Member may result in the Display Committee requesting a Letter of Reprimand be sent to the Member by the Board.
- m. Display Day will be held each month the Monday prior to 2nd Saturday, 9:30am to reposition designated Members as Featured Artists for 2<sup>nd</sup> Saturday and to shuffle other Members' as needed for fair rotational positioning within the Gallery.

## 5. VOTING

- a. Member is entitled to one vote; partners a total of one vote.
- b. Proxy vote is allowed for any general Membership vote except for voting on new Members or annual election of Officers. Any proxy vote must be sent via email submitted by the Secretary at least 24 hours prior to a meeting. No vote can be made by telephone. A written record from the Member submitting a Proxy Vote must be maintained by the Secretary with the meeting minutes. See ByLaws, Section 4.12, rev. 11/9/11
- c. If quorum requirements are met; voting outcomes are determined by a simple majority. A quorum shall consist of a simple majority of the voting Members present. Proxies cannot count toward a quorum.

## **6. DISPUTES**

- a. A Member shall submit grievances to the Board in writing. The Board as the final decision-making authority within the Gallery will, in response, issue a written ruling within a reasonable period of time.
- b. A Member agrees to resolve disputes after a hearing by the Board of Directors by arbitration rather than by court proceedings. This agreement does not end upon the Member terminating their Membership, but instead continues and remains in place.
- c. A Member who indulges in personal attacks; obscene language; abusive, emotional and/or inappropriate behavior within the Gallery will be subject to disciplinary action which may result in a fine, suspension or expulsion. (Reference Section 3.12 Suspension and Expulsion of governing Bylaws). If action is deemed necessary by the Board, all actions will be directed by the Bylaws and all involved will follow procedures as set forth in this document and will be held permanently in said Member's file.

## **7. LEAVE OF ABSENCE**

A Member, in good standing for a minimum of one year, may qualify for a leave of absence of up to six months once every three years provided the leave does not critically reduce the Membership and a 30-day written Notice of Request is provided to the Board.

## **8. TERMINATION OF MEMBERSHIP**

A Member must provide to the Board a 30-day written Notice of Membership Termination prior to its effective date. Return of the Gallery front door key to the Treasurer will ensure a refund of the Member's \$15 door key deposit.

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*Each Member shall be required to sign below to indicate they have read, agreed to abide by and received a copy of the Artists' Collaborative Gallery - Member Agreement. Updated revisions of the Member Agreements, showing a later revision date, shall have to be signed and filed in the Member Book as changes occur and are reflected in the Member Agreement.*

**ARTISTS' COLLABORATIVE GALLERY - MEMBER AGREEMENT**  
**Rev. 12/01/2011**

I have read, agreed to abide by and received a copy of the Artists' Collaborative Gallery - Member Agreement, Rev. 12/1/2011.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: (\_\_\_\_\_) \_\_\_\_\_

CELL PHONE: (\_\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_@\_\_\_\_\_

I have been juried into the Artists' Collaborative Gallery in the following media/medium:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: (\_\_\_\_\_) \_\_\_\_\_

CELL PHONE: (\_\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_@\_\_\_\_\_

I have been juried into the Artists' Collaborative Gallery in the following media/medium:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This signed page must be removed from the Member Agreement  
and filed with the Secretary of the Gallery.

