

ARTISTS' COLLABORATIVE GALLERY  
129 K STREET • SACRAMENTO, CA • 95814  
(916) 444-7125

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

**1) GENERAL GUIDELINES**

- a. Each Member of the Gallery agrees to read, sign and abide by this Member Agreement, Final Approved by the Board of Directors Revision date 05/01/2020. On joining the Gallery each member will pay the pro-rated first and full last month's space rent plus the Joining Fee of \$150 by check only. Cash is not accepted as we require a paper trail.
- b. The Gallery is operated by all Members for the benefit of all Members as a for-profit organization. All work in your display must be "for sale." No display tags shall read "for display only." No artwork may have a "Sale" sign on it except in the event of a "Studio Sale" promoted by the Gallery.
- c. A new Member will be mentored throughout their 90-day probationary period during which he/she agrees not to resign. If a new member resigns before the end of the 90-day period, said Member will forfeit the prepaid last month's rent and any other refundable fees.
- d. A Member must attend at least half of all Member meetings held during a calendar year. If a Member misses three consecutive Member meetings without reason, a warning letter will be sent asking for participation. If the fourth meeting is missed without reason, the Member may be asked to leave the gallery due to non-compliance.
- e. All Members will maintain an up-to-date inventory list of all their artwork on display in the gallery POS (Point of Sale) system with the wall price and POS price being the same. 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 25% 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 cannot be run through the Gallery's books. The check or cash plus tax must be put in an envelope and placed in the Member file, not with the daily sales in the Treasurer's file.
- g. A Member may accept a commission order. If a commission is agreed upon in the gallery, that sale is run through the Gallery's books. If a commission is agreed upon outside the Gallery, 100% of that sale goes directly to the Artist; no sales receipt or payment is run through the Gallery.
- h. All Members must have some means to receive, read and respond to group/individual email messages that pertain to the operations of the Gallery. All Members must have a working phone number and a way to receive voice messages for Gallery connection during business operations. All email messages regarding Gallery business will begin with "ACG" in the subject line.

- i. As part of the marketing effort of the Gallery, we will use photographs of artwork in the gallery on any social media outlet (Facebook, Instagram, Pinterest, etc.). To opt out of all promotional advertising, the Member must send a written letter to the Board of Directors. Until such time that the Board receives a letter stating the Member wishes to opt out of social media marketing, any images of the Member's artwork may be used to promote the Gallery in any form of advertising decided upon by the marketing committee. Please be aware that if you opt out of the marketing opportunities, your work will be excluded from promotional efforts.

## **2) MONTHLY RENT**

- a. A Member is required to make payment to the Treasurer the 1<sup>st</sup> of each month; a check may be mailed to the Gallery or placed in the office safe in the Gallery Office. If not paid by the 10<sup>th</sup> of each month, the rental amount is subject to an additional \$15 penalty. All sales commission checks will be held until all monies due the gallery is paid. Effective 04/1/2020, the rent for One Full Space is \$95, for One Half Space is \$50 and One- & One-Half Spaces is \$145, and Effective 05/01/2020 the rent for One- & One-Quarter Spaces at the gallery corners is \$120 adjusted as needed.
- b. A commission of 25% of every sale is retained by the Gallery to cover overhead operational expenses.

## **3. WORK SHIFTS**

- a. Each full Member is required monthly to work the Gallery Sales Desk either two 4-hour or one 8- hour shift; Half Space Members work a 4-hour shift per month; One & Half Space members work 12 hours per month. The Scheduler will arrange work shifts with input from individual Members.
- b. All member names and current addresses including email address and phone numbers must appear on the official Gallery roster that is kept at the front counter.
- c. All members will be asked to work the sales desk at the gallery for up to 12 additional hours in a year to support the operations of the gallery. Members who do not fill this requirement will receive a warning letter asking them to abide by the gallery policy. If the Member does not abide by this requirement after the warning letter, they will be asked to leave the gallery due to non-compliance.
- d. Members who are unable to work their assigned shift due to illness or other obligations that restrict a work schedule may trade with another Member or arrange to pay a trained member to work in their place. The substitute member's name must then also appear on the official Gallery calendar for documentation purposes. The hourly fee to pay a trained member to work your hours is \$12.50/hour payable directly to the trained member replacement.
- e. A Member is responsible to schedule their work shift on the monthly calendar, but allowed to hire at \$12.50 per hour, another Member to work in his/her place with no restrictions throughout the year. All shift arrangements are between the scheduled Member and the replacing Member including the exchange of funds between each other. All changes must be reported immediately to the Scheduler so the calendar can be up to date and correct. If the replacement Member is unable to work the original Member's shift, the original Member is responsible for finding a replacement or work the shift themselves. The Member is still responsible for maintaining their display space, extra hours and other Member functions required per the Member Agreement. BOD changed July, 2022.
- f. A Member is expected to contribute to the overall operation of the Gallery by serving on the Board or a committee or by participating in a special project throughout the year.

- g. 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 paid to the Gallery, if the Gallery does not open due to a missed shift.
- h. A Member may never hire another Member to work the floor, side by side during any shift to allow the scheduled member to work his/her display only for sales, while the second Member works the counter and takes care of other customers. The only exception to this is during Featured Artist Days set up by the Gallery only and advertised as such when that Featured Artist is there to Meet and Greet the customers coming in to see that artist's work. At that time NO other Member is hired or paid to work the Gallery counter. It is a regular shift for the Member assigned to it.
- i. A Member may not arrange with another Member a commission on the sales of their work through the Gallery. There shall be no favoritism for one Members' work over another or one's own work while working the Gallery floor. A Member may NOT offer a discount on their own work in order to encourage a sale before the customer requests such a discount. If a discount is ask for by the customer of any Member's work the absent Member is called in order to okay the requested discount.
- j. If more than one Member is scheduled to work the front counter at the same time, one will take on the responsibility of the money, the other the customer contact. If a Member visits a scheduled Member, the scheduled member is responsible for the cash drawer and the visiting Member shall not handle the money during this time period. If for some reason the visiting Member does handle the money, the scheduled Member must initial the receipt indicating they are aware of the sale and the handling of the money.
- k. Financial errors made on the Gallery's Point of Sale (POS) system when a Member is shorted inventory pricing at the point of sale, the Gallery will cover the difference and the Member working the sale will not be financially responsible. It is imperative that you keep your inventory numbers on the items and in the POS up to date at all times. Also keep a hard copy of those numbers in the Artists' Inventory Binder at the front desk in case the electricity goes out and we need to make a sale by hand.

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

The primary purpose of the Gallery is to effectively display and sell Members' artwork. To achieve this goal, the Display Chair is responsible for updating the Gallery's appearance, ensuring an exciting and interesting Gallery for the Customers to view the work in a coordinated, contemporary, and attractive way of marketing and merchandising.

- a. As a new Member you will be contacted by the Display Chair to arrange for display space(s) which will be assigned by the Display Chair. The primary determining factor of space assignments within the gallery each month will be space available in the Gallery.
- b. A six (6) inch buffer between your artwork and the next nearest artwork is required, unless specifically authorized by Display Chair. 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 from their approved and documented artwork (either in media or form) must first submit the artwork through the Screening Process. For example, if you were juried in for oils and you now want to display acrylics, you need to go through the Screening Process again for approval from the membership.
- e. A Member approved for more than one media to avoid overcrowding may not display more than:  
Half Space – One or two approved media  
One Full Space – One or two or three approved media  
One Full & One Half or Quarter Space– One, two, three or four approved media if the display appears cohesive and done by only the same member. Members may rotate their additional approved media within their rented space while complying with the media requirements to have a cohesive look of the display within limits. Members who participate in a featured artists' exhibit are allowed to display work outside their juried category. After the Featured Artists' exhibit is finished, the un-juried work must be removed from the Member's display and the Gallery. Members are encouraged to create holiday ornaments which the Display Chair will place in specific holiday related displays throughout the gallery. The Display Chair will ensure that the ornaments are of good quality, appropriate to the season and handmade by the Member. No work may be hung on the back, front or hanging from the Archway without express permission of the Display Chair. We are located in a year around vacation destination so ornaments and the other items in the back must be on sale year around in order to catch all of the buyers that we can.
- 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 must give the Display Chair a 30-day written notice (email or handwritten) prior to any change in space allocation or media/process-type within their space. The Display Chair may then opt to separate a Member's display to best showcase media and allocate space proportionally. Display space measurements that best reflect desired allocation will be at the discretion and determination of the Display Committee to ensure an optimal Gallery display mix.
- h. Members wanting to add an additional half space must have the Board and/or Display Chair approval, pay the additional half space monthly rental rate and work four additional hours. If they wish to add a third or fourth medium, that medium needs to be juried in prior to being displayed. An additional space commitment of six months ~~minimum~~ is required when adding the half space as well as paying the additional last month's rent.
- i. If a Member wants to add display stands, props and/or decorations to their Display, the size, type or other considerations of multiple display stands must be approved prior to use by the Display Committee.
- j. Only the Display Chair may change the ceiling lights. If additional or changed lighting is desired in your Display, a written request to the Display Chair is required.
- k. The Display Chair is the decision-making authority for the Gallery regarding all display issues and all Members shall comply with the final decisions. 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 Chair and will receive a written response. Continued

noncompliance by a Member may result in the Display Chair requesting a Letter of Reprimand be sent to the Member by the Board.

- i. Display installs and moves will be scheduled before or after gallery operating hours. A member who is scheduled to move will be contacted by the Display Chair a week prior to the scheduled move. Every effort will be made to arrange a reasonable time and date when both the member and a Display committee member, if needed, is able to accomplish the move. It is the responsibility of all members to help move their work on Display Day at the hours designated. Those unable to move their work may sign up for permanent help but are required to be present or a proper delegate is required to be present during the move to properly position their work in the new space. Once moved, it will NOT be moved or repositioned after the fact by the assistants unless the piece sells and needs to be replaced. In any event any moving will be done after-hours when the public is not in the gallery and ladders may be used.
- m. No member may move another member's work without the consent of that member AND the display committee's approval first, except due to rearrangement of the display after a sale, or in the case of placing a member's work in the front window by the display person.
- n. A Certificate of Authenticity (CoA) is required for the sale of multiples whose prices are over \$100. Multiples are defined as "exact copies" of 2D art excluding photography which is by nature a copy of an original. All photographs should carry a CoA as a courtesy to the buyer and for the buyer's protection. Copies of photographs NOT taken by the member photographer are NOT allowed to be shown in the Gallery. The sale of work done by the Member and subsequently sold shall not be resold on consignment through the Gallery at any time. Paintings from a commercial photograph whose copyright is not owned by the painter are NOT allowed to be shown or sold through the Gallery. A CoA protects the customer from fraud and reaffirms the artist's copyright. This policy will be monitored by Display chair and satisfied prior to new members hanging their work in the Gallery. Templates of CoA's are available from the Gallery for new member use.
- o. Wire is the only proper hanging device on the back of 2D wall work; no other type of hanging device is allowed unless previously approved by the Display Committee. To prevent injury, all work must be completely finished so it does not have sharp edges on the outside of the work or the hanging wire. Hanging and Display requirements are in the new member packet and monitored by the Display Committee.
- p. Members must hang at least one original along with giclée's (print/copies) as proof that there are originals to support the copies, and all work must be for sale.
- q. Each Member is responsible for carrying insurance on their work in their display on the gallery floor for accidental damage by a customer and/or damaged by unknown. Accidental damage caused during display changes by another Member or unknown will be covered and paid back to the Member by the Gallery at the price listed in the POS inventory. The Gallery will monitor and keep records of said damage and the Board reserves the right to amend this policy if a trend in damages develop that puts the Gallery in jeopardy of financial stress.

## 5. VOTING

- a. Member is entitled to one vote.
- b. A 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 to the Secretary or an Executive Board Member and submitted 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 By-Laws, Section 4.12, rev. 11/9/11

- c. If quorum requirements are met, voting outcomes, except for screenings, 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 of Directors in writing. The Board of Directors consists of the Executive Officers and those members holding a Chair position. Their collective vote is the final decision-making authority within the Gallery and 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. Any 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 and/or expulsion. (Reference Section 3.12 Suspension and Expulsion of governing By-laws). If action is deemed necessary by the Board, all actions will be directed by the By-laws 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. The leave may be extended to one year if re-requested and for good cause. After one year the member must rejoin the Gallery as if they were a new member. It is understood that during this leave of absence, the Gallery may elect to place a new member in the empty space so there is no loss of monthly revenue. At the time the member decides to return to the Gallery, if there is no space available to accommodate the return, the member will be placed in the first spot of the Gallery Wait List by category and will need to wait until a space becomes available.

## **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. Settlement of funds between the Gallery and the Member will be paid by the 10<sup>th</sup> of the month after leaving the Gallery, including pre-paid monthly rent, pro-rated rent and sales, minus any unpaid rent owed.
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## Member Copy

***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. 05/01/2020**

I have read, agreed to abide by and received a copy of the Artists' Collaborative Gallery - Member Agreement, Rev. 05/01/2020

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

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

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

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## Gallery Copy

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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 medium/media:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Gallery Signature Copy for Permanent File