

**FRONT STREET GALLERY-ARTIST CONTRACTUAL AGREEMENT: REVISED – October 22, 2012**

- 1. TERM & TERMINATION:** This agreement shall commence upon signing by the artist and a Board member and end by written letter of resignation or termination.
- 2. EXPENSES:** The Gallery agrees to pay out of the dues and gallery commissions, operating expenses for the Gallery including rent, utilities, liability insurance, taxes, licenses, fees 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 immediately of any breakage or damaged items.
- 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.

If a member knows the/she will be unable to pay monthly dues on time, an arrangement must be worked out with the Treasurer prior to the first of the month in which the dues are overdue. If the member had gallery sales, the dues can be taken from there. This is not to be construed as an alternate system of dues payment, but as an emergency only situation. If sales were insufficient to cover the dues, other arrangements must be made and Treasurer will inform the Board of Directors. If there is no communication on this issue between the delinquent member and the Treasurer, the member's display privileges may be revoked until such time as the dues are paid in full. Dues paid later than the first of the month still incur a \$10 late fee. Non-payment of dues for three months may be grounds for termination.

Reinstatement to the gallery shall occur with full restitution PLUS a two-thirds majority vote by the membership.
- 8. DISPLAY CONDITIONS:** All active artist Members in Good Standing 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.

The Display Committee Chair/s will determine space allotment. Artists currently set their own displays within their designated area however the Display Chair/s reserves the right to remove a piece for non-compliance to display requirements. They will notify the artist of any issue. 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 Display Chair/s.
- 9. NEW MEDIA:** Any new media an artist wishes to display must be juried and accepted by the Jury Committee in accordance with the Bylaws, before it can be exhibited in the Gallery.
- 10. GALLERY STAFFING:** Artist agrees to work artist's equal share of shifts as determined by the Board, Staffing Chair and/or Gallery Manager and based on current Gallery requirements. If an artist is unable to fulfill scheduled time, he/she must make arrangements for a replacement by the member. The Staffing Chair & 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. Members may attend board meetings but may not participate in discussions.
- 12. STORAGE & UNCLAIMED WORK:** Work submitted by the Artist but not exhibited shall be picked up in a timely manner. Extra works may be left at the gallery only with permission from the Gallery Manager and Display Chair/s.
- 13. RETURN POLICY:** Return of any sold artwork will be accepted within 3 days of the sale if undamaged and in a

sellable condition. If there is any question about the condition, the artist or Board of Directors shall be consulted before a refund is given. If the sale was by Charge, the original card must be presented for a Credit Card Return. If sale was made by check or cash, the treasurer should be notified immediately and a refund check shall be issued within 10 days. See procedural manual for most current procedure.

**14. TIME PURCHASES (lay away):** Lay away is to be handled on a case-by-case basis between the customer and artist. The customer's contact information shall be obtained and given to the artist and the artist's contact info shall be given to the customer. See procedural manual for most current procedure.

**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 rights.

**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 to the Board of Directors. Notice may be sent via email. If an artist gives 30 day notice of resignation, said artist agrees to continue to work their shifts until termination date or to arrange coverage by other Gallery artists. Artist must notify Staffing Chair and Gallery Manager of such changes. Further, artist agrees to continue to fulfill all committee commitments until separation from the Gallery. Artwork shall be on exhibit until the next changeover unless prior arrangements with the Board and the Display Committee Chair/s. The artist must be current in dues and fees owed the gallery. Monies may be withheld from sales if not paid by date resignation is in effect.

All potential new members, when accepted by the jury, will be carefully mentored and included in all relevant gallery activities for a period of up to 6 months. After which the Board will vote on granting member in good standing status. If membership is denied then up to \$100.00 of the buy-in (prorated) would be refunded to the artist, \$25.00 will not be refunded.

A member may be terminated for non-payment of dues. (See Penalties for Non-Payment of Dues). 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.

**19. GRIEVANCES:** Any member 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 then they may submit a Grievance Form to the Board of Directors. Grievances will be discussed at the next board meeting for resolution but there is no guarantee that it will be resolved immediately if professional advice is needed. The artist will be notified in writing of the Board's decision. The artist can request that the Board meet sooner if the matter is urgent. The Grievance form can be obtained from the Secretary. The form may be submitted via email.

**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.

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The undersigned agrees to have received a copy of this contract, read it in full, understands the rules, and will abide by requirements stated within. Further, the undersigned agrees to receive a copy of the Gallery's Bylaws, read it and comply with the procedures set forth in that document.

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Artist	Date
Address	City/ST/ Zip
Phone#	Email
Gallery Board Member or Membership Chair	

**Front Street Gallery Loan Agreement**

I am loaning/leasing the following items to the Front Street Gallery:

Description	Approx. Value
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Terms of use (length of use, use for my art only, to share with others, etc)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Artist Date

\_\_\_\_\_  
Board Member/Membership Chair Date

Items removed from the Front Street Gallery on this date: \_\_\_\_\_

\_\_\_\_\_  
Artist Date

\_\_\_\_\_  
Board Member Date