

ALCOVE ART GALLERY  
ARTIST MEMBER CONTRACT

**Article 1. General**

- A. This Artist Member Contract (Contract) is entered into between \_\_\_\_\_  
(Artist or Member) and Alcove Art Gallery (Gallery).
- B. Artist and Gallery agree to the following articles.

**Article 2. Purpose**

- A. The purpose of this Contract is to state the opportunities and responsibilities of the Artist and the Gallery.

**Article 3. Artist Opportunities**

- A. Members will have the opportunity to participate in a co-operative, visual arts gallery in their community and thus accomplish the mission of the Gallery.
- B. Members in good standing shall be entitled to exhibit for sale their artwork at the Gallery's physical gallery (Storefront), at Gallery's established event locations not at the Storefront and on the Gallery's website.
- C. Members have the opportunity to teach art classes that are open to the community

**Article 4. Gallery Responsibilities**

- A. Gallery shall sell the Artist's artwork at the retail price specified by the Artist. The Artist's retail price must include the Gallery's commission. Any required sales tax and shipping and handling costs shall be added to the retail price by the Gallery. Tax shall be collected and paid by the Gallery to the taxing authority.
- B. Gallery shall retain a commission of 30% or less of the retail price. Gallery shall pay the Artist 70% or more of the retail price before the 15th of the month following the calendar month in which the sale was made. Gallery shall establish and maintain a storefront at 328 Pioneer Street, Ridgefield, Washington for exhibiting and selling Artist's work.
- C. Gallery may negotiate and establish event locations (remote from the Gallery's storefront) for exhibiting and selling the Artist's work. These locations may be, but are not limited to, joint events sponsored by others, office buildings, commercial establishments and fund raisers. Commission may be waived for certain events, to be specified by the Board.
- D. Gallery shall establish a website to sell and promote the Artist's work and to promote the Gallery. The Gallery shall keep the website up to date with Artist's information such as images, retail prices, artist statements, etc.
- E. Gallery Manager and committee shall establish the Gallery's storefront, event procedures and standards as may be necessary to professionally represent the Gallery. Gallery will take ordinary precautions to protect the Artist's work from damage, however, the Gallery shall not be responsible for any loss or damage that might occur unless covered by the Gallery's business insurance policy.
- F. Board reserves the right to amend committees as needed

**Article 5. Artist Responsibilities**

- A. Artists are required to attend Membership Meetings, participate in Gallery events, and participate in

at least one Gallery Committee (see Bylaw Article 6A). Meeting attendance will be recorded. If unable to attend, the Member shall give 24 hours advance notice to a Board Member or Chairperson.

- B. Artists are required to work at the Storefront in accordance with Gallery Procedures (See Bylaw Article 5) Artist Members are expected to maintain their work schedules and work equal hours in the gallery. It is understood that certain conditions, like weather, are not the fault of the member and are considered an excused absence, however the hours can be made up the following month by working an extra day if needed. The hours worked every month will be reviewed every six months and members who are short hours will be required to make up time as necessary to be in good standing with the membership.
- C. Members must have on file with the Gallery the following:
  - Electronic file of Artist's Statement. The statement should be no more than 150 words and should describe what the work is about and give some biographical information.
  - Electronic file of Artist's Artwork Inventory List. The Gallery will provide a file for completion by the Artist. The list include: Inventory ID, Title/Description, Medium, Dimensions, Retail Price, etc.
  - Digital images of the Artist's artwork that are on the Artist's Artwork Inventory List. Images shall be at least 2000 pixels in one direction saved as a jpg file. Digital image file names shall include the same Inventory ID as that shown in the Artist's Artwork Inventory List.
- D. Gallery shall have permission to use the above information for Gallery publicity on any of its publications and on the Gallery's website.
- E. To maintain a fresh look on the Gallery's storefront and website, Artist is required to submit new artwork for exhibit every 60 days. Work must be original by the artist. Copyright infringement will not be tolerated.
- F. Shipping shall be the sole responsibility of the Artist and not the Gallery's responsibility unless the artist requests the Gallery to handle the shipping in which case shipping shall be done at the most cost effective and best method available.
- G. Artist's one-time initial not-refundable Membership Fee is \$250, due at time of the Contract signing. Payment options are available in special situations. If the artist determines that working with the Gallery is no longer feasible at any time, the Membership fee is non-refundable. If the Gallery determines that the relationship is no longer feasible during the first six months, the Membership fee will be refunded. After six months there is no refund due the artist.
- H. Artist's non-refundable Monthly Dues shall be \$35. The initial Monthly Dues shall be due May 1, 2009. Artist's subsequent Monthly Dues shall be paid on or before the first day of each month beginning June 1, 2009, or at the time of joining the gallery.
- I. Only work actually in the Gallery, and sold through the Gallery, shall be subject to commissions. Prints, originals, cards, etc., sold outside the gallery shall not be subject to commissions. Artist Members not in good standing (see Bylaw Article 5C) shall lose their Artist Opportunities (See Article 3 of this Contract).
- J. Artists who have artwork sales within a thirty (30) day timeframe that are the result of exposure through the Gallery are expected to pay their normal 30% commission to the Gallery and it is the artist's responsibility to pay a 5% commission on work obtained through gallery exposure since the sale would not have taken place if the Gallery had not existed.
- K. It will be the artist's responsibility to charge a consistently fair price for work displayed in the Gallery. Exception: Members, who are in agreement with this discounting policy, shall be allowed to offer Gallery members up to 10% (ten per cent) discount on original price. Gallery commission will be collected on the discounted sale price. Artist may not offer similar artwork for a lower price than that price displayed in the Gallery to undercut the Gallery price offered.
- L. The contract with Robert E. Rylander, owner of the building in which the Gallery is located, states that the contract may be terminated with thirty (30) days of notification by either party. See Bylaws, Article 13.

**Article 6. Contact Information**

A. Artist can be contacted as follows: (please print)

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

B. Gallery can be contacted as follows:

Kathy Winters, President Phone: 360-727-3088  
Alcove Art Gallery E-mail: alcoveartgallery@gmail.com  
PO Box 751  
Ridgefield, WA 98642

Beth Kitselman, Vice President Phone: 360-727-3088  
Alcove Art Gallery E-mail: alcoveartgallery@gmail.com  
PO Box 751  
Ridgefield, WA 98642

**Article 7. Term of Contract**

This contract shall exist until terminated with thirty (30) day notice by either Gallery or artist. See Bylaws, Article 13.

**Article 8. Amendments**

Terms of the Contract may be amended from time to time in accordance with Bylaws Article 7A.

**Article 9. Signatures**

I give permission to Alcove Art Gallery to include my photograph on the website. Yes \_\_\_ No \_\_\_

I give permission to Alcove Art Gallery to include my biography on the website. Yes \_\_\_ No \_\_\_

I give permission to Alcove Art Gallery to include copies of my artwork on the website for the purpose of promotion only. Yes. \_\_\_ No \_\_\_

I wish to offer members a 10% discount on my work. Gallery commission will be collected on the discounted sale price. Yes \_\_\_ No \_\_\_

The Contract is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Ridgefield, the County of Clark, the State of Washington.

I have read the Prospectus, Bylaws and Artist Member Contract and agree to the terms noted.

Accepted by the Artist:

\_\_\_\_\_  
Name Date

Accepted by the Gallery Representatives:

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

Note: Each Artist Member is asked to express their preferences in Committee assignments. Please circle below in the order of your preferences from 1 to 5. Committee assignments shall be reviewed once a year and the members will have the option to remain in their position or be replaced if desired.

Gallery Committee	1	2	3	4	5
Education Committee	1	2	3	4	5
Publicity Committee	1	2	3	4	5
Membership / Jury Committee	1	2	3	4	5
Special Events Committee	1	2	3	4	5

Name of artist member: \_\_\_\_\_

Date: \_\_\_\_\_