

October 15, 2023

ALBERTA STREET GALLERY MEMBERSHIP CONTRACT

Welcome to Alberta Street Gallery (ASG)! We are excited to have you and encourage you to enjoy this experience and thrive in our artistic community. We honor creativity, integrity, camaraderie, and offer the unique support of an artists' cooperative. Please read and carefully consider the gallery's following rules & regulations and sign below.

MEMBERSHIP:

- There are five membership levels. **New members are currently required to start at Level 4.**
 - Level 1: Pay \$120 rent and work 1 shift a month. (1st, 2nd & last months' rent deposit \$360)
 - Level 2: Pay \$100 rent and work 2 shifts a month. (1st, 2nd & last months' rent deposit \$300)
 - Level 3: Pay \$80 rent and work 3 shifts a month. (1st, 2nd & last months' rent deposit \$240)
 - Level 4: Pay \$60 rent and work 4 shifts a month. (1st, 2nd & last months' rent deposit \$180)
 - Level 5: Pay \$40 rent and work 5 shifts a month. (1st, 2nd & last months' rent deposit \$120)
- Work shifts are 4 hours, usually 11am-3pm and 3-7pm, and it is possible to work 2 shifts in the same day.
- Once accepted as a member you must pay three months' rent before you can put your art on display. This payment covers your first two months' rent and your last month's rent at ASG. Credit cards are accepted for this initial payment.
 - The date by which a new member's space is ready for work to be installed varies depending on the circumstances, so the first month's rent may be prorated from the installation date. If the artist installs during the last week of a month, rent obligation will begin the following month.
 - For each month you are an installed artist, you agree to pay rent at your chosen membership level by the 25th of the previous month (i.e., June rent is due on May 25th). If rent is not received by the first of the month, a \$10 Late Fee will be added. Repeated late rent payments will result in a re-evaluation of your continuing membership.
 - Your membership is on a month-to-month basis. If you are planning to leave ASG please give the board at least one month's written notice. Your last month's rent deposit will be applied, and we can put out a call for an artist to replace you. If you are not planning on leaving but have special circumstances and you can't pay your rent, talk to the Treasurer to see what can be worked out. If there is no communication and your rent is **35 days** or more overdue, your membership will be terminated, your last month's rent will be applied, and your artwork will be removed from display. (See more in the section titled "Departure" below).
 - After the first two months, your rent can be paid by cash or a check payable to Alberta Street Gallery. You may pay the Treasurer directly or put your payment in the black deposit box in the kitchen. You can also mail a check to: Alberta Street Gallery, 1829 NE Alberta St., Unit B, Portland, OR 97211. Arrangements can be made to pay with a credit card, but you must get pre-approval from the Treasurer and a fee to cover the bank charges will be added.

TRIAL PERIOD:

- There is a 90-day trial period for all new members to make sure they are a good fit for ASG. A member may leave prior to the 90-day period and likewise, the Board may elect to terminate the new artist's membership prior to the end of 90 days (or extend the trial period) in circumstances it deems necessary or appropriate. With any early termination or departure, the member will be reimbursed pro-rata for any unused pre-paid rent.

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COMMISSIONS:

- All members start at a 70% take-home commission rate.
- When a member chooses to work on a committee, the take-home rate will be increased to 75%. Members must have been actively working on the committee prior to receiving the 75% rate.
- Every member is strongly encouraged to join a committee or contribute in some way in addition to working shifts as this is the only way our cooperative gallery can continue to function well. Committee positions will be open to new members one month after joining the gallery. They are based on availability and need.
- Current committees include, but are not limited, to: Jury, Events, Marketing, Scheduling, Finance and Gallery Management. You can propose a new committee position by presenting your idea to the board, but there is no guarantee that your position will be approved.
- Members who serve as the chairs of committees get an 80% commission rate. Board members get an 85% commission rate. This is to recognize and account for the fact that members who hold these positions contribute a significant amount of time and effort toward the good of the gallery, above and beyond that required of other members.
- At the end of each month, the Treasurer sends out the final Monthly Sales Report. Members are responsible for verifying their sales in this report.
- By the 7th of each month, your commission check for the previous month's sales will be ready to pick up.
- If your rent or any other fees are not paid, your commission check may be held until you are caught up.
- If a customer buys a piece or commissions a work by an ASG member because of contact through Alberta Street Gallery, (i.e., the customer sees the artist's work on our website or in the gallery) that sale is subject to a 10% commission to be paid to Alberta Street Gallery by the member via check or cash. Additional private sales made to such customers are not subject to any commission.
- Members can have existing customers (i.e., ones that have commissioned work at a craft show or through the artist's personal website) come to the gallery to pick up a purchase with no commission as long as they don't use the gallery register to process the sale.

WORK SHIFTS:

- The gallery is open from 11 to 7 every day. Work shifts are 4 hours long: The AM shift is 11am-3pm, and the PM shift is 3pm-7pm. Weekends and holidays often have an additional Bridge shift, usually from 12-4pm. Therefore, you could work 2 shifts in 1 day, (AM and PM) but you cannot combine overlapping shifts, (Bridge and PM) in one day.
- You agree to work the number of shifts required for your chosen membership level. The Sling scheduling calendar opens for members to sign up on the first Tuesday of every month at 8pm, unless it's a holiday, or the scheduler announces otherwise. (i.e., you will sign up for your June shifts the first Tuesday in May.) Most shifts are taken within the first 15 minutes, so if you can't get the shifts you want, you will need to reach out to other members to trade. The Scheduler will walk you through the process.
- A late fee of \$10 will be assessed to members who do not sign up for **all** their shifts by the 15th.
- In the event you cannot complete a shift, you must make every effort to find a replacement. If you cannot find a replacement, you must contact the ASG Scheduler ASAP. If you fail to fill a shift or to plan with the Scheduler, you will be charged a \$25 fee for each missed shift. If you incur more than one unexcused missed shift in a 3-month period, the fee goes up to \$50 per shift. Chronic missed shifts or late arrival/ early

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closing are causes for membership termination. If you are more than an hour late for your shift without making prior arrangements, you will be charged a late-shift fee. You still must arrange with the scheduler to make up your shift even if you paid a missed shift fee.

- If you would like to change your membership level, you must give 30 days' notice so the Board and Scheduler can consider your request. To ensure coverage of all our work shifts, some levels are capped and may not be available. We will make every effort to accommodate your level change but cannot guarantee it. Exceptions and temporary level changes can be made for true emergencies, but you should expect to remain at the level you sign up for at least six months. The Gallery relies upon the commitments made by its members, including their choice of membership levels, and expects members to follow through on those commitments.

LIABILITY:

- Alberta Street Gallery has liability insurance but no theft or damage insurance. By signing this membership agreement, you agree to indemnify ASG from and against any damage or loss to your artwork or belongings – in other words, you agree not to hold or attempt to hold ASG responsible for any damage or loss to your artwork or belongings. If you are concerned about coverage for your artwork, we recommend that you purchase your own theft/business insurance but know that most insurance providers will only cover the cost of materials to an artist whose work is stolen or damaged.
- Damage to art - If you damage another member's art, you must offer compensation. What that is should be worked out between yourselves. We expect members to be respectful, fair, and honest with one another in their dealings, especially in situations such as this.
- Theft - Unfortunately, this does happen on rare occasions (usually to jewelers) and as stated above, ASG is not liable or responsible for reimbursement for any stolen work.
- We recommend that you keep track of personal belongings and make an inventory of installed artwork.

DISPLAY SPACE:

- The Gallery Manager works with members and their spaces to ensure consistency in presentation. The Gallery Manager has authority to move work and requires artists to comply with gallery style, including a pre-designed template for gallery title tags for all work. Handwritten tags or alterations (for example, price reductions) are not permitted, and custom title tags are not used. However, artists are encouraged to post an artist statement and explanatory signage as necessary to help sell their work.
- 2-D spaces include a wall with nails, 1 pedestal, one shelf for large prints and small card rack on walls. No hanging on pillars next to your space.
- 3-D spaces include one or two shelving units in a space divided by a wall, with possibly one or two pedestals.
- Jewelry members get three glass cases each with four 15" x15" x12" shelves with lights. Doors can be added to your case if requested.
- The size, number of pieces, and overall look of an artist's work should be appropriate to location. The Gallery Manager can advise.
- There is an annual rotation of all work in the gallery every year. Assignment of spaces will be made by the Gallery Manager with Board support based on specific artwork requirements (i.e., will fade in direct sunlight), rotating members who didn't get their first choice the previous year with those who did, and overall gallery appearance.

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- Artist spaces are sometimes changed when a new member joins the gallery.
- No member (besides the Gallery Manager) may alter another artist's display without the prior consent of that artist. However, replacing sold work from overstock stored in the back room is fine, and encouraged.

MEETINGS AND EVENTS:

- The Alberta Street Gallery is a long-time participant in Alberta Street's monthly "Last Thursday" art event. Members are encouraged to promote and attend this and other events to support the gallery and to get to know other members of the co-op.
- All members are encouraged to attend member meetings, which are usually held twice a year, sometimes in person or via zoom. Several weeks' notice will be given before each meeting.
- If you have a suggestion to add to the member meeting agenda, please submit it via email to the Board and appropriate committee chairs.
- Every member is welcome to submit suggestions or requests at any time to the board, which meets every month.

REGISTER PROCEDURES:

- Each artist is responsible for the register money during his or her shift. No money may be taken from the till or petty cash (except to make change) without the express consent of the Treasurer or President.
- If the register is short, for any reason, the artist responsible for that shortage may be required to pay that amount. Unpaid monies may be deducted from the artist's sales commission.
- Ringing up a price incorrectly will be reviewed on a case-by-case basis, either the ASG will cover the difference or the member who made the mistake will, so be sure your work is accurately and clearly tagged and priced.

ARTIST INDEPENDENCE:

- Each artist member is an independent contractor running their own business. ASG has no employees. ASG is a cooperative and relies upon the efforts and input of all its members to function as an organization and gallery space that benefits all our members, guests, the artist community in general, and the public.
- While members must agree to abide by organizational rules, procedures and expectations outlined in this membership agreement and membership handbook, each artist member is an independent artist and controls the content, medium, means and manner of creating their art.
- The gallery does not supply materials, workspace, or any other item used to create your independent works. Artists must use and maintain workspaces and/or studio spaces separate from the gallery, which is only a place to display (and at times, temporarily store) your art for sale. You agree to obtain and pay for all necessary training, liability insurance, equipment, workspace, labor, materials, and other business expenses that are necessary or desirable to create your art for the gallery. ASG has no obligation whatsoever to pay or reimburse artists for any such expenses.
- You agree that you have obtained and/or will obtain all assumed business registrations or professional licenses required by state law (if any) and will comply with all state and/or local requirements related to reporting and record-keeping requirements your business.

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- You agree that you will file federal and state income tax returns in the name of your business, or a business Schedule C as part of your personal income tax return will be filed for income you earn as an artist member. No state, federal or local income tax nor any payroll tax or employment tax of any kind will be withheld or paid by the gallery on your behalf. You are not and shall not be treated as an employee of the gallery with respect to your work at the gallery, or the sale of your art, for any tax purpose (or any other purpose) whatsoever.
- Our accountant advised us that as a retail establishment, we don't need to submit a 1099 for each artist/ member but as a courtesy to our members, our treasurer will distribute a report with each member's total income earned for the year by January 31st.

DISPUTES:

- If you have concerns about or conflict with another member that cannot be worked out between yourselves, please take the issue to any Board member, or the Board as a whole, to help you work it out.
- Involuntary membership terminations may occur because of a member's non-payment of rent, misconduct, violation of policies or rules of the gallery or other valid justification. Termination of membership is determined by the Board of Directors and requires a majority vote. At the Board's sole discretion where it deems appropriate, an involuntary membership termination may be put to a full membership vote and in such cases, requires a majority vote of all members. The member whose membership status is being voted on will not participate in the vote and shall be presumed to cast a "no" vote which will be counted along with all other votes. Involuntary membership terminations can be appealed to the Board in writing. An appeal must be received within 5 business days to be considered by the Board. Extensions of this deadline may be allowed at the Board's sole discretion if the Board deems it appropriate or equitable under the circumstances.
- If you have a complaint, suggestions, or concerns, please submit them to the Board and appropriate committee chairs. The board may request that you put your comment in writing for record keeping purposes.
- Feedback/Evaluations are done yearly by the Jury committee and Board members. The purpose is to assist in growth, development, and continuity.
- Throughout your membership, failure to keep your display full of quality artwork in line with what you juried in with, lack of communication, persistent personality conflicts, missed shifts, chronic tardiness, or unpaid dues extending beyond 35 days may result in membership termination.
- Alberta Street Gallery is a private organization, not subject to the laws of public accommodation.

DEPARTURE:

- You agree to give a **minimum of 30 days'** written notice, complete any existing commitments including working your scheduled shifts (unless different arrangements have been made with the Board) before taking down your artwork and leaving ASG.
- Your prepaid last month's rent will be applied. An additional partial, pro-rated reimbursement will only be given if the board deems it appropriate, depending on the circumstances and timing of your resignation. Any unpaid rent, late-payment, or missed-shift fees will be deducted from your commission.
- A member who leaves without at least 30 days' notice will forfeit any remaining sales commission.
- Any member who resigns from ASG or is 35 days or more behind on rent no longer has any right to participate in any decision-making regarding the gallery.

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- Once you leave ASG, if you do not collect your art and personal items within 30 days, (unless prior arrangements have been made) the abandoned art and items will become the property of ASG, and unclaimed or un-cashed commission checks become void.
- Former gallery members shall have no right to claim possession of or interest in any gallery assets, including upon dissolution of the gallery.

For a more detailed description of ASG membership benefits and responsibilities, consult the membership handbook.

Specific terms of this contract may be changed by a board vote. Members will be notified of any changes, which unless otherwise indicated, will become effective immediately and automatically incorporated into this contract upon notification, without the need for signature or other formal ratification by members.

I have read and agree to all terms in this membership contract. Signed: _____

Print Name: _____ Date: _____

Address: _____

Phone: _____