

# ALBERTA STREET GALLERY MEMBERSHIP CONTRACT

Welcome to 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 consider carefully the gallery's following rules & regulations and sign below.

**Alberta Street Gallery** is a collective of professional artists selling high-quality art work across many media at affordable prices. Our members host an ongoing schedule of shows, artist talks and classes for the local Alberta community and greater Portland.

## MEMBERSHIP:

- There are four membership levels:
  - Level 1: \$125 - zero shifts worked in the gallery per month.
  - Level 2: \$100 - two shifts worked in the gallery per month.
  - Level 3: \$75 - four shifts worked in the gallery per month.
  - Level 4: \$50 – six shifts worked in the gallery per month.

\* Work shifts are 4 hours and it is possible to work more than 1 shift in the same day.

- Once chosen from the waiting list, 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 only. Subsequent rent payments must be made by cash or check.
- 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 will 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 25<sup>th</sup>). If rent is not received by the first of the month, a \$10 Late Fee will be assessed. Repeated late rent payments will result in a re-evaluation of your membership.
- Your membership is on a month-to-month basis. If you are planning to leave the gallery, tell the Treasurer as soon as possible; your last month's rent will be applied, and we will begin the process of choosing another artist from the waiting list. If you are not planning on leaving but have special circumstances and you can't pay your rent, talk to the Treasurer about it to see what can be worked out. If there is no communication and your rent is **35 days** 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 an envelope marked with your name and "rent payment" in the locked deposit box in the back room, or you may mail a check to: Alberta Street Gallery, 1829 NE Alberta St., Unit B, Portland, OR 97211
- You also must submit an IRS W-9 form (provided) so that we may issue you a 1099-MISC for commission payments of \$600 or more during a tax year. This is required for compliance with federal and states tax laws.

## COMMISSIONS:

- All members start at a 70% take-home commission rate.
- Committee positions will be open to new members one month after joining the gallery. They are based on availability and need. 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.

Current committees are listed in the handbook and can change without notice.

They include, but are not limited, to:

Artist liaison/jury chair

Events

Marketing

Scheduler

Finance

If 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 for most of the month before receiving the 75% rate.

- Board members and committee chairs' commission rate is 80%.
- 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 before their commission checks can be sent.
- Commission checks are mailed to members directly from Umpqua Bank bill-pay service and usually arrive by the 15th of the month, but processing times can vary.
- If your rent or any fees are not paid, your commission check may be held until you are caught up.

## **SHIFTS:**

- Work shifts are 4 hours long. Some overlapping shifts are available, but we count the total number of shifts you work, not the total number of hours.
- You agree to work the number of shifts required for the chosen membership level. You must sign up for shifts no later than the 25<sup>th</sup> of the prior month.
- 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 Shift Scheduler ASAP. If you fail to fill a shift or to make arrangements with the Shift Scheduler, you will be charged \$25 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 are cause for membership termination.
- If you would like to change your membership level, you must give 30-days' notice so the Board and Scheduler can consider your request. If multiple requests are made, the member with the most seniority gets preference. In order to ensure coverage of all our work shifts, there are caps on how many members we can have at Levels 1 and 2. We will make every effort to accommodate your level change but cannot guarantee it.

## **LIABILITY:**

- Alberta Street Gallery has liability insurance but no theft or damage insurance. You agree not to hold ASG responsible for any damage or loss to your artwork or belongings. Know that most insurance providers will only cover the cost of materials to an artist whose work is stolen or damaged. If you deem it necessary, we recommend that you carry your own theft/business insurance. We recommend that you keep track of personal belongings and make an inventory of installed artwork.
- Damage to art- If you damage someone's art, you must offer compensation. What that is should be worked out between yourselves.

- Theft- Unfortunately this does happen, but not often. ASG is not responsible for reimbursement for stolen work.

## **DISPLAY SPACE:**

- The Gallery Coordinator works with members and their spaces to ensure a consistency in presentation. The Gallery Coordinator has authority to move work and require artists to comply with gallery style, including a predesigned template for gallery cards for all work. Handwritten tags or alterations (for example, price reductions) are not permitted and custom cards are not used. However, artists are encouraged to post an artist statement and explanatory signage as necessary to help sell their work.
- Members are entitled to display space equivalent to the average-sized space of other members (approximately 4-5 feet wide). However, display size varies with location and the current number of ASG members. Gallery Coordinator will advise.
- The size, number of pieces, and overall look of an artist's work should be appropriate to location.
- Artist spaces are sometimes changed when a new member joins the gallery. There will be an annual rotation of all 2-D work. To promote fairness, the assignment of spaces is based on several factors such as: seniority, performance, appropriateness of artwork to a given space, overall gallery appearance.
- No member (besides the Gallery Coordinator) may alter another artist's display without prior consent of that artist. Replacing sold work from backstock stored in the back room is fine.
- Please notify an artist if you see something that looks wrong with their space.

## **MEETINGS AND EVENTS:**

- The Alberta Street Gallery is a long-time participant in Alberta Street's Monthly "Last Thursday." Members are encouraged to promote and attend this and other events to support the gallery and to get to know other members of the collective.
- All gallery members are strongly encouraged to attend the Bi-Annual Membership Meetings in January and June.
- If you have a suggestion to add to a meeting agenda, please submit it via email to the Board and appropriate committee chairs.

## **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. Price mistakes will be considered on a case-by-case basis, so be sure your work is accurately and clearly tagged and priced.

## DISPUTES:

- If you have concerns about or conflict with another member that cannot be worked out between yourselves, please then take it to the ASG President and Vice President to help you work it out.
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- Membership terminations are determined by the board and can be appealed in writing or in person.
- If you have suggestions or concerns, please submit them via email to the Board and appropriate committee chairs.
- Feedback/Evaluations are done yearly by the Jury committee and board members. The purpose is to assist in growth, development and continuity.

## DEPARTURE:

- You agree to give **a minimum of 30 days'** written notice before taking down your artwork and leaving ASG.
- Your prepaid last month's rent will be applied. A 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 notice will forfeit any remaining sales commission.
- Once you leave ASG, if you do not collect your art and personal items within 30 days, (without prior arrangements) the abandoned art and items will become the property of ASG, and unclaimed or un-cashed commission checks become void.
- Any member who resigns from ASG or is 35 days behind on rent no longer has any right to participate in any decision-making or claim possession of ASG assets.

## PUBLICITY:

- As a member, you allow ASG to post information about you, as an artist and images of your art and your process on our website and social media platforms and to re-post (with attribution) publicly available information about you, as an artist and images of your art.

For a more detailed description of ASG membership benefits and responsibilities, consult the membership handbook. You will find a hard copy in the sales desk, and a digital copy on groups.io (our internal communication platform) or you can email the Treasurer for a copy to be sent via email.

I have read and agree to all terms in this contract.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please indicate how you would like to be referred to in person or in publicity materials (for example, by your name or studio) and which pronouns you would like used to refer to yourself.

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