

# The CUPOLA GALLERY

## (AN ARTISAN CO-OP)

### ARTIST MEMBER CONTRACT (revised 1-11-10)

#### Article 1. General

A. This Artist Member Contract (Contract) is entered into between \_\_\_\_\_, (Artist or Member) and The Cupola Gallery (Gallery).

B. Artist wishes to join the Gallery as: \_\_\_\_ Full Member \_\_\_\_ Partial Member  
\_\_\_\_ Consignment Member

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 nonprofit, cooperative, 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, which 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 will 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:

1. 25% of the retail price of Full Member's sales.
2. Either 25% (if one shift per month is worked) or 35% (if not) of the retail price of a Partial Member's sales.
3. 40% of the retail price of a Consignment Member's sales.

C. Gallery shall pay the Artist's % of the retail price before the 15th of the month following the calendar month in which the sale was made.

D. Gallery shall establish and maintain a Storefront at 510 East Main Street in Battle Ground, Washington for exhibiting and selling Artist's work.

- E. Gallery shall negotiate and establish event locations (remote from the Gallery's storefront) for exhibiting and selling the Artist's work, e.g. joint events sponsored by others, office buildings, commercial establishments and fund-raisers.
- F. Gallery shall maintain a website to promote the Gallery and the Artist's work.
- G. Gallery Manager and Committee shall establish the Gallery's storefront, event and website procedures and standards as may be necessary to professionally represent the Gallery.
- H. Gallery shall make arrangements for shipment of sold artwork if delivery to a remote location is required.
- I. 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.

### **Article 5. Artist Responsibilities**

- A. Full Member Artists are required to attend Membership Meetings, participate in Gallery events, and participate in at least one Gallery Committee (see Bylaw Article 5B). Meeting attendance will be recorded. If unable to attend, the Member shall give 24 hours advance notice to a Board Member or Chairperson. Partial and Consignment Members are encouraged to attend the monthly meetings, but are not required to do so.
- B. Full Member Artists, and Partial Member Artists electing to work one shift, are required to work at the Storefront in accordance with Gallery Procedures (see Bylaw Article 5).
- 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 includes: Inventory ID, Title/Description, Medium, Dimensions, Retail Price, etc
- 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 different artwork for exhibit every three (3) months.
- F. Any artwork that may require shipment to a customer and is in the custody of the Artist shall be delivered to the Storefront by Artist as soon as practical after notification of the sale by the Gallery.
- G. A Full-Member Artist's one-time initial non-refundable Membership Fee is \$120, payable either up-front or in equal installments over the first four months of the contract.
- H. Full Member Artist's non-refundable Monthly Dues shall be \$70. Partial Member Artist's Monthly Dues shall be \$35. Consignment Artist shall pay a one-time \$10 Jury Fee (refunded if Artist is not selected). Artist's Monthly Dues shall be paid on or before the tenth day of each month. If dues are not paid by the fifteenth of each month, the artist will be declared not in good standing.

I. Artist Members not in good standing (see Bylaw Article 5D) shall lose their Artist Opportunities (see Article 3 of this Contract).

J. Artists who have artwork sales that are the result of exposure through the Gallery are expected to pay their normal commission % to the Gallery since the sale would not have taken place if the Gallery had not existed.

K. Artist Members who wish to substantially add or change artwork media not in their original application shall seek prior approval of the Board.

## **Article 6. Contact Information**

A. Artist can be contacted as follows (Please Print):

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

B. Gallery can be contacted as follows:

Michael Kay, President  
The Cupola Gallery  
PO Box 2521  
Battle Ground, WA 98604  
Telephone: 360-687-7414  
Email: [michaelrkay@gmail.com](mailto:michaelrkay@gmail.com)

Dennis Kincaid, Vice President  
The Cupola Gallery  
PO Box 2521  
Battle Ground, WA 98604  
Telephone: (503) 381-4953  
Email: [dkgerm@hotmail.com](mailto:dkgerm@hotmail.com)

**Article 7. Term of Contract**

Full and Partial Member Contracts are for three months. After that, the contract is month-to-month, and either party may terminate the contract with 30 days notice. Consignment Members are taken on an available space basis, and can be displaced by paying Members either upon sale of work or the 60 day limit on displaying any piece.

**Article 8. Amendments**

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

**Article 9. Signatures**

This Contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Battle Ground, the County of Clark, and State of Washington.

Artist:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Date)

Gallery Representatives:

(1) \_\_\_\_\_ (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

(2) \_\_\_\_\_ (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (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 3:

Gallery Committee:	1	2	3	4
Education Committee:	1	2	3	4
Publicity Committee:	1	2	3	4

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