



# Art Gallery of Viera

## Non-Working Member Contract

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The purpose of this Contract is to state the opportunities and responsibilities of the Member named below and Art Gallery of Viera.

This contract is entered into between \_\_\_\_\_ (Member, non-working) and Art Gallery of Viera (AGoV).

Member and Gallery agree to the following Articles:

### Article 1. Member Opportunities

Members in good standing have the following opportunities:

- A. Members will have the opportunity to be represented by a visual arts gallery and educational center.
- B. Members shall be entitled to exhibit their artwork for sale at AGoV's physical gallery and at Gallery events inside the Gallery.
- C. Members have the opportunity to submit various mediums to the board/acceptance committee for display in the gallery. The majority of the art displayed in the gallery will be the medium that was reviewed and approved by the board when the artist was accepted.
- D. Members receive extra marketing and self promotional opportunities through additional exposure at the Gallery events.

### Article 2 Gallery Responsibilities:

- A. AGoV shall offer the Members artwork at the retail price specified by the Member. The Members retail price must include the 35% gallery commission. Sales tax as well as shipping and handling costs (if applicable) will be added to the sales price at time of sale. Taxes will be collected by the Gallery and paid to the taxing authority.
- B. Payments to Members will be made before the 15<sup>th</sup> of the month following the calendar month the sale was made.

- C. AGoV maintains a website to promote the Non-Working Members. The Gallery will keep the website up to date with Artist's information such as images, artist statements, etc. The Webmaster will request such information, in the required format on a schedule which coincides with Gallery change outs. The Member is responsible for getting this information to the Webmaster at this time.
- D. AGoV will update and maintain a "Members Only" page which will contain schedules, tag layouts and fonts, inventory sheets, gallery rules and operations, contact information for all Gallery Members and other information of Members concern. This is for Members only and a business site not to be shared with the general public or other organizations or businesses without expressed AGoV board approval.
- E. The Gallery will take ordinary precautions to protect the Members work from damage, however, the Gallery shall not be responsible for any loss, damage or theft that might occur.
- F. The Gallery Board of Directors reserves the right to accept or reject any piece of art.

Article 3: Artist Responsibilities:

- A. All Members must have on file with the Gallery:
  - 1. An Artist Statement that can be used in the gallery or on the web.
  - 2. An Artist Inventory, sample found on Members page on web site, properly filled out with inventory labels, printed cards for each item in the design and font on the Members page. Business cards, hand written signs, etc. are not accepted. Artwork without the proper inventory, inventory label and printed cards may not be displayed until fixed.
  - 3. Digital images of the Members artwork that are on the Members inventory sheet are required during the art change outs if web site representation is desired. Images must be 600 pixels in the shortest dimension and saved as a jpg file.
- B. AGoV has permission to use the above information for Gallery publicity, on any of its publications and on the Gallery's web site.
- C. To maintain a fresh look on the gallery's store front and website, Members are required to submit new artwork for exhibit during the Gallery's rotation of periodic change outs. Work must be original, by the artist. Copyright infringement will not be tolerated.
- D. Removal of any art from the Gallery, for any other event must be preceded by two weeks' notice and the ability to replace the art with another piece of similar stature. Removing art without notice or replacement is a violation of this contract.

E. Members pay a one-time, non refundable Membership fee is \$250.00 due at the time of contract signing.

F. Artist's non-refundable monthly dues will start on\_\_\_\_\_, 2010 and are due on or before the first of the month to remain in good standing. If a member is in arrears for 45 days they are no longer in good standing and their art may not be displayed. Late fee of 5% is assessed if 5 days late.

G. Members who sell their artwork within 30 days after removal from the gallery are subject to Gallery commission of 35% commission since the sale would have not taken place if the gallery had not existed.

H. Commissioned work that was obtained through the gallery are subject to Gallery commissions of 20%.

I. It is the Members responsibility to charge a consistently fair price for work displayed in the Gallery. Members may not offer similar work for a lower price than that price displayed in the Gallery to undercut the Gallery price offered.

Article 4. Contact Information:

A . Member can be contacted as follows:

Name\_\_\_\_\_

Street\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_Zip\_\_\_\_\_

Phone:\_\_\_\_\_Cell phone\_\_\_\_\_

E-mail\_\_\_\_\_

B. Out of State contact information:

\_\_\_\_\_

Street Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_Zip\_\_\_\_\_

Phone:\_\_\_\_\_

Other e-mail\_\_\_\_\_

Dates gone:\_\_\_\_\_

C. Gallery can be contacted as follows:

Art Gallery of Viera Board of Directors  
2271 Town Center Avenue Suite 101 Space 400 Viera, FL 32940  
321-504-4343

Suzan Brooks	Executive Director <a href="mailto:SuzanBrooksArt@aol.com">SuzanBrooksArt@aol.com</a>
Lou Ann Weeks	Director of Marketing <a href="mailto:lweeks@louannweeks.com">lweeks@louannweeks.com</a>
Bobbi Q Brown	Director of Art Education <a href="mailto:bobbibrown@hotmail.com">bobbibrown@hotmail.com</a>
Jerry Hanzl	Creative Director <a href="mailto:jerryhanzl@yahoo.com">jerryhanzl@yahoo.com</a>
Jeanette Drake	Finance Director <a href="mailto:Jdrake18@cfl.rr.com">Jdrake18@cfl.rr.com</a>
Helen Wheatley	Director of Membership <a href="mailto:wheat@bellsouth.net">wheat@bellsouth.net</a>

Article 5. Term of Contract

This contract shall exist for six (6) months from signing or until terminated with (30) days notice in writing by either Gallery or Member.

Article 6. Amendments

The terms of this contract may be amended from time to time with notice given of any changes by the Board of Directors in writing to Member.

Article 7. Signatures

Please initial or sign where applicable below:

I give permission to AGoV to include my photograph on the website \_\_\_yes\_\_\_no

I give permission to AGoV to include my biography on website \_\_\_yes\_\_\_no

I give permission to AGoV to include copies of my artwork on the website for the purpose of promotion only \_\_\_\_\_yes\_\_\_\_\_no

I enter into this contract as \_\_\_\_\_Non-Working Member #1:  
\$250.00 per month/full space  
35% Commission on Sales  
\_\_\_\_\_Non-Working Member #2:  
\$150.00 per month/one-half space  
35% Commission on Sales  
\_\_\_\_\_Non-Working Member #3:  
\$100.00 per month/one-quarter space  
35% Commission on Sales

This contract is entered into on this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, in the City of Viera, County of Brevard, State of Florida.

I have read the Artist Non-Working Member contract and agree to the terms noted.

Accepted by the Artist:

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

Accepted by Gallery Representatives:

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

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