COTTONWOOD GALLERY & ARTS - MEMBER AGREEMENT & CONTRACT Responsibilities of a Member

1. GENERAL GUIDELINES

- a. Each Member of the Gallery agrees to read and abide by this Member Agreement, approved Revision Date 2/25/2020.
- b. The Gallery is operated by all Members for the benefit of all Members as a for-profit organization. All work in your display must be "for sale". No display tags shall read "for display only".
- c. New Members must choose a level of membership and commit to those agreements. If a member resigns before the end of the membership, the Member will not be reimbursed any fees associated with their membership.
- d. It is the Member's responsibility that artwork be tagged with a legible price.
- e. A Member may accept a commission order. If a commission is agreed upon in the gallery, that sale is run through the Gallery's books. If a commission is agreed upon outside the Gallery, 100% of that sale goes directly to the Artist; no sales receipt or payment is run through the Gallery.
- f. All members must have some means to receive, read, and respond to group/individual email/text/voice messages pertaining to operations of the Gallery.
- g. Artists agree to stop by the gallery once a month to check/replace inventory. After 6-9 months consider replacing items that have not sold.

2. MONTHLY RENT

- a. A Member is required to make payment to Cottonwood Gallery & Arts the first of each month and/or the 1st of each quarter; a check may be mailed or hand-delivered to a Gallery Owner. If not paid by the 10th of each month/quarter, the membership fee is subject to an additional \$15 penalty. The previous month's sales commission check will be held until payment is received by the gallery.
- b. Members are required to pay commissions on each sale determined by the Artists' membership level. This will be deducted from their monthly commission checks. The gallery is responsible for collecting and submitting Nebraska sales tax.

3. VOLUNTEER SHIFTS

- a. Each Level 1 or 2 Member is required to volunteer at the Gallery Sales Desk.
- b. A Member who is unable to volunteer due to a hardship may contact another Level 1 or 2 member to take their place upon notification to a Gallery Owner.
- c. A volunteer schedule will be coordinated monthly with input from individual Level 1 or 2 Members.
- d. Volunteer members will oversee all inventory, retail sales, merchandising, and high-quality customer service during shifts.
- e. Prior to volunteering for the first time, Level 1 or 2 members will be trained on gallery responsibilities including sales and gallery operations.
- f. Cottonwood Gallery & Arts is not responsible for any injury while volunteering in the store.

4. DISPLAY OF WORK

The primary purpose of Cottonwood Gallery & Arts is to effectively display and sell Members' artwork. To achieve this goal, the gallery will regularly update its appearance, ensure it is exciting and interesting to customers and work towards attractive marketing and merchandising.

- a. Gallery owners will organize, display, and hang all artwork.
- b. Although every reasonable effort will be made to ensure the safety of artwork on display, Cottonwood Gallery & Arts cannot be held responsible for any artwork loss or damage. Member artists are displaying their work at their own risk.
- c. Members wishing to add or change their artwork must first receive approval from the Review Committee.
- d. Once on display, artwork will not be moved or repositioned unless the piece sells and needs to be replaced. Artwork displayed in Cottonwood Gallery & Arts should not be "cross-posted" (i.e. on Etsy or personal website).
- e. 2-D wall artwork must be prepared to hang in the gallery.

5. TERMINATION OF MEMBERSHIP

- a. If a member wants to terminate their membership before the end of their contract, they must provide a 20 day written notice. Membership fees will not be refunded.
- b. Settlement of funds between the Gallery and the Member will be paid by the 10th of the month after leaving the Gallery.

COTTONWOOD GALLERY & ARTS - MEMBER APPLICATION & AGREEMENT Rev. 2/25/2020

| I have emailed or delivered 3-5 images of my art for the review committee. (cottonwoodgalleryandarts@gmail.com) | | | | | | |
|--|------------------------|---------------------------|-----------------------------------|--|--|--|
| I have read and agree | e to abide by the Cot | tonwood Gallery & Arts Me | mber Agreement. | | | |
| SIGNATURE: | | | DATE: | | | |
| NAME: | MEMBERSHIP LEVEL: | | | | | |
| ADDRESS: | | CITY: | ZIP: | | | |
| HOME PHONE: () | | | | | | |
| CELL PHONE: ()OK to receive text messages | | | | | | |
| *YOU WILL BE CONTACTED BY A REVIEW COMMITTEE MEMBER OF YOUR ACCEPTANCE STATUS WITHIN 7 DAYS OF YOUR APPLICATION SUBMISSION | | | | | | |
| Type of art you are su | bmitting for the Revie | ew Committee of Cottonwo | od Gallery & Arts]Mixed Media | | | |
| Fiber & Textile | _Glass | Ceramics | Wood | | | |
| Jewelry | _Sculpture | Performing Arts | _Photography | | | |
| Other: | | | | | | |

Cottonwood Gallery & Arts cannot be held responsible for any artwork loss or damage. Member artists are displaying their work at their own risk.

GENERAL INFORMATION Cottonwood Gallery & Arts

Cottonwood Gallery & Arts was established in 2020 by two local Aurora artists who had a passion for art and sharing the artistic talents of other local artists in the rural area around Aurora and Hamilton County. Our artists range from seasoned artists; some are instructors and provide workshops; some are new talents with bright futures. Our gallery space features the work of all members throughout the year with changing monthly and quarterly exhibits showcasing the work of our many local artists.

Cottonwood Gallery & Arts will function as a cooperative and can choose their level of participation in gallery events, meetings, as well as being available to volunteer and run the store. Membership levels are shown below:

| Membership LEVEL | STORE COMMISSION % | FEE | VOLUNTEER COMMITMENT | CONTRACT |
|---------------------|-----------------------|---------------|----------------------------|-------------------------|
| 1 | 10% | \$75/quarter | 3-4 days/month | 3 months (1 quarter) |
| 2 | 15% | \$100/quarter | 1-2 days/month | 3 months (1 quarter) |
| 3 | 20% | \$125/quarter | No volunteer commitment | 3 months (1 quarter) |
| 4 | 25% | \$65/month | No volunteer commitment | Monthly |

Cottonwood Gallery & Arts members will receive a quarterly newsletter. Cottonwood Gallery & Arts supports a website, online newsletter, Facebook, and Instagram Page.

The Process:

New members are selected by our Membership Committee to fill vacancies in the gallery. After an application and art submissions have been reviewed, applicants will be notified verbally and/or in writing as to their status. It is the policy of the Gallery to refrain from explanations as to its decision concerning the non-acceptance of applicants. Critiques of an artist's work not accepted will not be given. Members are chosen not only on the strength of their work but also on the vacancies that are available at the gallery at the time of the application. Please keep in mind, if you are not accepted, we may have simply had "too many painters" or "too many photographers". Artists may be placed on a waiting list due to space limitations or media requirements of the gallery.

The Review Committee is looking for:

- Locally handmade fine arts & artisan crafts
- Unique and High-quality craftsmanship
- Accepted items include: wall art, fiber and textile art, glass, ceramics, wood, jewelry, prints, and sculpture.
- A cohesive body of work (at least 3-5 pieces)
- Art that is ready to be displayed (ex. framed, wire or sawtooth hanger, packaged prints, etc.)
- A brief artist biography

Members who select Level 1 and 2 are assigned/select a shift approximately 1-4 days a month to staff the Gallery. We expect our members to be polite, professional, and courteous while on duty. Members are expected to fulfill their volunteer shift or make advance arrangements with another member to fill in for them. It is important that members be conscientious concerning their responsibility to staff the Gallery as assigned.