

THE WINKLER GALLERY & ART EDUCATION CENTER (WGAEC)

Co-Op Agreement

On becoming a contributing artist member of The Winkler Gallery & Art Education Center, I, _____, agree to pay from the sale of any work displayed within said gallery a **commission of 25%**. Of that amount, 15% will be paid to Dr. Rice, and 10% will go into the gallery fund. Sales tax will be added onto the purchase price and submitted by the gallery. _____

Each member artist will pay **monthly dues of \$12 per month**. These dues allow the gallery to pay any expenses incurred such as phone, bank fees, light bulbs, etc. Monthly dues should be paid by the first of the month. If monthly dues are not paid after that time, a late fee of \$2 will be added. An invoice will be issued for dues that are three months past due, and if dues are not paid in four consecutive months, the artist member's work will be removed from the gallery walls. If member artists are able to pay their dues for 12 months in advance, they will receive a \$12 (one month) discount. _____

Any equipment purchased for the gallery by the gallery, but the equipment is used by any of the member artists will remain in the gallery. This may be items such as tables, mounting equipment, etc. If a member artist chooses to withdraw his or her membership in the gallery, he or she relinquishes any ownership of said equipment. _____

As a contributing member artist, each individual will be expected to work a shift at the desk as receptionist and salesperson on a twice monthly basis. Shifts are defined on a separate addendum. The number of shifts may change as the gallery Co-Op membership changes. **On average, each member artist will be responsible for signing up to work in the gallery at least 24 shifts per year.** Member artists will have the ability to choose (on a first-come, first-served basis) which days and times are most convenient for their schedules. All shifts must be signed up for at least one month prior. An online calendar will be shared with all members so that they may sign up for shifts at will. If a member artist is unable to work his or her shift, the gallery manager (Perry Winkler) should be contacted, but it is the gallery artist member's responsibility to find a replacement for his or her shift. The replacement must be an active artist member or be an individual who has completed Gallery orientation. It is unacceptable for the gallery to be closed due to an artist member not working his or her shift except for emergencies where the gallery manager has approved the closure of the gallery. _____

Executive decisions will be made by Gallery Cofounder and Manager Perry Winkler and the Board of Directors. According to committees, the board will make relevant decisions regarding operations and policy, education, and marketing decisions. Artist members will vote on gallery-related decisions concerning the gallery at bi-monthly artist membership meetings. _____

Arranging and hanging of gallery artwork will be done by the artist in his or her assigned space. Rotating of spaces will occur on an annual basis, at minimum. During the rotation, all artist members are required to participate in preparing their area by patching nail holes, painting, decorating, etc. _____

Any work that is deemed inappropriate by the Gallery Manager can be removed from the gallery walls without notice. A discussion about the artwork will take place between the artist member and the manager as soon as both parties are available. _____

New artists will be juried by the membership during the Membership meeting as long as there are six or more artist members present. New members are responsible for **paying a one-time, non-refundable application and jury fee of \$25 dollars upon application to the gallery** (a written critique will be given to each applicant). In addition, new member artists will be expected to pay a **\$15 new membership fee and their first quarter's dues** before their work is displayed in the gallery (a total of \$51.00 at the time the new artist is accepted). _____

The Winkler Gallery of Art and Education is an Artist Co-operative venture. Sales of work cannot be guaranteed, nor is there any way to promise equal sales among members. Members can influence their sales by advertising and inviting people to visit the gallery to view their work. Payment for artwork can be in the form of cash, check, or credit card. _____

The Winkler Gallery of Art and Education is not liable for stolen or damaged items. All artists are responsible for insuring their own work. _____

If any artist accepts a commission on a piece of artwork that was displayed in the gallery within a period of 30 days, they are expected to pay the gallery the 25% commission agreed to in this agreement unless the piece goes to a show, competition, or fundraiser. _____

If an artist member chooses to leave the gallery, they must provide this information to the gallery, including a date when they will remove their work from the gallery. _____

Guidelines for revoking membership. The membership reserves the right to revoke a membership under circumstances in which a member portrays a negative image of the gallery, fails to fulfill his/her gallery obligations, or any misconduct that a proxy membership vote or manager rules suitable. This rule will be enforced according to a "three strike" system. An incident report will be filed for each instance of misconduct. _____

Grounds for revoking membership include but are not limited to the following: _____

- failure to pay monthly dues
- failure to work the monthly shift rotation at the gallery
- shortages in cash register amounts at the end of your shift
- speaking negatively about the gallery, another gallery member, or a board member

Each strike will expire 12 months from the date it is issued.

Signature of Participating Co-Op Member

Address _____

Phone _____

Date _____
paid _____

Date new member dues