

Pittsboro Gallery of Arts
PO Box 1784
Pittsboro, N.C. 27312

PITTSBORO GALLERY OF ARTS MEMBER AGREEMENT

RESPONSIBILITIES OF MEMBER

1. GENERAL GUIDELINES

- A. Each member of the Gallery agrees to read and abide by this Member Agreement approved by the Board of Directors.
- B. The Gallery is operated by all members for the benefit of all members as a for-profit organization. All work the artist provides must be “for sale.” No display tags shall read “for display only.”
- C. New member agrees not to resign for a term of one year. When any member resigns, member will forfeit all membership fees.
- D. A member must attend at least half of all membership meetings held during a calendar year. If a member misses three consecutive meetings without reason, a warning letter will be sent asking for participation. If the fourth meeting is missed without reason, the member will be asked to leave the gallery due to unmet participation requirement.
- E. Members are required to follow all PGA committee guidelines.
- F. If an artist makes a sale as a result of direct interaction with a client in the gallery, the artist will pay the gallery 12% commission on the first \$750.00 of the purchase. Payable directly to the treasurer.
- G. All members must have some means to receive, read and respond

to group/individual email messages that pertain to the operations of the Gallery and regularly check and respond to gallery emails as necessary. All members must have a working phone number and a way to receive voice messages for Gallery connection during business operations.

2. MONTHLY RENT

A. Member rent will be \$100 per month. Member is required to make payment to Treasurer by the 25th of each month, which covers rent for the upcoming month. Checks may be mailed to PGA, PO Box 1784, Pittsboro 27312, or left in the brown zippered bag in gallery file drawer. If not paid by the 5th of each month, the rental amount is subject to an additional \$15 penalty that should be included with the late rent payment. The previous month's sales commission check will be held until payment is received by Treasurer.

B. Members are required to pay a monthly 18% Commission on their net monthly sales to the Gallery to cover overhead operational expenses; this will be deducted from their monthly commission checks. The Gallery will collect and pay all sales tax.

3. WORK SHIFTS

A. Each member is required to work in the Gallery 6- 8 hours per month. The Staffing Committee will arrange work shifts with input from individual members. Additional hours may be required as needed for special events etc.

1) Members who are unable to work their assigned shift due to illness or other obligations that restrict a work schedule may trade with another member or arrange to pay a trained worker to work in their place. Members must work at least 50% of their own work shifts and may arrange for others as indicated to work for them no more than 50% of their shifts.

2) The hourly fee to pay a trained worker to work your hours is a minimum of \$12/hour payable directly to the trained replacement. Members must pay their replacement worker (or substitute) within 10 days of the shift they cover. The Gallery will provide a

list of trained gallery workers who will be the only non-members allowed to serve as gallery workers.

- 3) A member who is unable to work due to a hardship (i.e., hospitalization, lengthy illness, chronic illness, death in immediate family, sudden emergency, act of God) may have their trained partner or family member cover work shift responsibilities. Other members are also allowed to step in on this member's behalf and volunteer hours or trade.
 - 4) A member who fails to work a scheduled work shift and does not arrange for a replacement worker is subject to a penalty of \$20 per hour, if the Gallery does not open due to a missed shift.
- B. Each member is required to work on a gallery committee or on the board of directors. Committee work requirements may vary and members will work cooperatively to meet the needs of their committees as determined by their committee chair. If any member is not doing their allotted share of committee work, the committee chair will address this inequity with the member. If, after 3 months, the member still is not fulfilling committee work requirements, the member will be asked to leave the gallery and will forfeit their ownership share of the gallery.
 - C. The Staffing Committee will arrange work shifts with input from individual members using electronic scheduling software.
 - D. It is the member's responsibility to sign up for their own work shifts or arrange coverage. It is the member's responsibility to make changes on the electronic sign up system for themselves and create their own personal account on the sign up system so they can access the gallery staffing calendar easily.
 - E. There shall be no favoritism exhibited for one member's work over another while working in the Gallery.
 - F. Only the member scheduled to work in the gallery will be responsible for sales and handling of money. Visiting members shall not handle the money or sales when they are in the gallery.

4. DISPLAY OF WORK

The primary purpose of the Gallery is to effectively display and sell members' artwork. To achieve this goal, the Curating and Aesthetics

Committee will regularly update the Gallery's appearance, to ensure it is exciting and interesting to Customers.

- A. Each member will be allocated equitable space for their work based on the size and type of medium. Members who are approved in more than one medium will not be provided additional space in the gallery though the type of space may need to change. The Curating Committee will be responsible for arrangement of gallery space and will fairly represent every member.

- B. Although every reasonable effort will be made to ensure the safety of artwork on display, the Gallery will not be responsible for artwork loss or damage.

- C. A member may only display artwork in the media and processes which have been juried during the membership application.
A member wishing to add to or change their approved artwork may apply to be juried in alternative work. A member may have up to two juried media in the gallery.

- D. Members will rotate/update artwork regularly, approximately every 8 weeks, subject to the Curating Committee's request. Members will submit the artwork to the Curating Committee for installation in the Gallery.

- E. Members may not alter display in the gallery. If a change is desired, a written request to the Curating Committee will be required.

- F. The Curating Committee is the decision-making authority for the Gallery regarding all installations and all members shall comply with their final decisions. The Curating Committee will make every effort to ensure each artist member is fairly represented in the gallery. A member may, by written appeal to the Board of Directors, request a review of a decision by the Curating Committee and will receive a written response.

G. Wire is the only proper hanging device on the back of 2D wall work; no other type of hanging device is allowed unless previously approved by the Curating Committee. To prevent injury, all work must be completely finished so it does not have sharp edges on the outside of the work or the hanging wire. Hanging and Display requirements will be determined by Curating Committee.

H. All installations and changes in the gallery are to be restricted to before or after business hours.

5. VOTING

A. A member is entitled to one vote.

B. If quorum requirements are met, voting outcomes are determined by a simple majority.

6. DISPUTES

A. A member shall submit grievances to the Board in writing. The Board has the final decision-making authority within the Gallery and will, in response, issue a written ruling within a reasonable period of time.

B. A member agrees to resolve disputes after a hearing by the Board of Directors by arbitration rather than by court proceedings. This agreement does not end upon the member terminating their membership, but instead continues and remains in place.

C. Member who indulges in personal attacks; obscene language; abusive, emotional and/or inappropriate behavior within the Gallery will be subject to disciplinary action which may result in a fine, suspension or expulsion. If action is deemed necessary by the Board, all actions will be directed by the Bylaws and all involved will follow procedures as set forth in this document

and will be held permanently said member's file.

7. LEAVE OF ABSENCE

A member, in good standing for a minimum of one year, may qualify for a leave of absence of up to six months once every three years provided the leave does not critically reduce the Membership (as determined by the Board) and a 30-day written Notice of Request is provided to the Board. It is understood that during this leave of absence, the Gallery may elect to place a new member in the empty space so there is no loss of monthly revenue. At the time the member decides to return to the Gallery, if there is no space available to accommodate the return, the member will be placed in the first spot of the Gallery Wait List and will need to wait until a space becomes available.

8. TERMINATION OF MEMBERSHIP

- A. As a courtesy to your fellow artists you are encouraged to provide a 90-day notice of your intent to leave the gallery.
- B. Settlement of funds between the Gallery and the member will be paid by the tenth of the month after leaving the Gallery, including pre-paid monthly rent if applicable and sales.
- C. Memberships may be terminated only at the end of a month.
- D. Any member who staffs the gallery while intoxicated, incapacitated, or otherwise unable to fulfill staffing responsibilities will have their membership terminated. This does not refer to a medical issue or emergency.

Member Signature

Date

Print Name

Address

Phone number