

Our Mission:

To originate and present contemporary art exhibitions, educational programs,
and community outreach in order to inspire people to experience the world in new ways.
galleryrouteone.org

ARTIST MEMBER AGREEMENT

The Artist Member is instructed to read the terms and conditions of the Agreement prior to committing to membership and signing the Agreement. The purpose of this Agreement is to describe the relationship between the Artist Member and Gallery Route One (GRO). The Agreement includes, but is not limited to, descriptions of Member roles and responsibilities, the mechanics of the Gallery's art exhibitions, art sales, and gallery dues. Additionally, the Artist Member should apprise themselves of the contents of the "New Member's Packet", that together with the Agreement, provide important insight to the Gallery Route One Organization, its functions and structure, resources, and the role of its members. All documents referred to are posted to the members' portal on the GRO website.

Artist Member Information (Please print clearly)

Name

Address

Home Phone Number _____ Cell Phone
Number _____

Email

Emergency Contact

Emergency Contact Phone Number

By agreement, _____,
(herein referred to as the Artist), as an individual, is admitted to full or shared membership* to Gallery Route One, a California Non-Profit Public Benefit Corporation (herein referred to as GRO) according to the following terms of Artist Member Agreement (herein referred to as the Agreement):

*The Gallery maintains a maximum number of 15 memberships.

Membership is defined as one Artist paying the full monthly member dues of \$60/month or two Artists that split a single membership each paying a monthly dues of \$40. Shared memberships comprise 2 full votes (each member has one full vote). Currently, shared memberships are capped at 3. Please refer to membership descriptions in the New Member Packet for detailed information.

PART I: ARTIST MEMBER ROLES AND RESPONSIBILITIES

Section 1: Pre-condition, Minimum Term of Artist Membership, Returning Members

A. A demonstrable and ongoing professional art practice is a pre-condition of membership to Gallery Route One. The artist agrees to maintain such practice as a core tenant of continued gallery membership.

B. The initial expected commitment is 18 months. After eighteen months, membership continues on a month to month basis. This initial period is inclusive of a 90 day mutual grace period during which 'fit' is confirmed: The new member evaluates gallery fit with their needs and practice and the gallery evaluates the artist fit within the gallery's culture.

C. Returning Members

Artists in good standing who voluntarily leave the gallery for whatever reason, (defined as not terminated in accordance with Section 6), may be allowed to return to the gallery membership at any time within 36 months without submitting a juried application, contingent on capacity (capped at 15 by Section 5 of the organization's by-laws*). ***by-laws must be updated/amended to reflect this.**

Section 2: Member Conduct

Gallery Route One members, board, and staff operate in a collaborative manner. The Artist agrees to work with other members, staff, and board in a respectful, appropriate manner, i.e., prompt response to gallery-related emails, open and respectful communication with others, and a willingness to compromise and see things from another's perspective. Artists having difficulty in reaching a resolution agreeable to all may be referred to or avail themselves of our Ombudsman Committee (a resource available to all members and staff).

Section 3: Member Meetings and Gallery Openings

A. The gallery membership meets approximately 4 times annually. As these business meetings are mandated by the by-laws of the organization and are where important decisions concerning the gallery operations are made, member attendance, in person or virtual, is expected. Whether a full or shared membership, each individual artist has a voice and a vote on relevant membership issues and members **MUST** be present, virtually or in person to have their vote counted.

B. To support other artist members and the gallery, the member is encouraged to attend gallery openings and other ad hoc gatherings and meetings outside of the quarterly scheduled meetings.

Section 4: Member Dues

A. Member dues Upon being accepted as an artist member the Artist pays in full the first three months of the agreed-upon membership dues of \$60 per month or \$720 annually for a Full membership or \$40 per month or \$480 annually for a Shared membership. The first three-month cost is \$180 or \$120 respectively.

B. Dues in Arrears. Should the Artist's membership dues become in arrears beyond three months, the Artist will be contacted by GRO and required to make arrangements for payment. The Artist agrees that GRO may withhold money from the Artist's share of the proceeds of sales of artwork to cover any monies owed to GRO including membership dues that are in arrears beyond 3 months. Artists whose payment of membership dues remains in arrears and who have not complied with arrangements for payment may lose the privilege of participating in exhibitions or have their membership terminated in accordance with Section 6.B. of this agreement.

C. Dues Upon Resignation or Leave of Absence. Should a leave of absence or resignation occur during the initial eighteen months of the Artist's membership, the Artist agrees to pay the Artist's agreed-upon membership dues for the duration of the eighteen-month period (unless the artist leaves or is asked to leave within the grace period) The Artist may request a due waiver from the Board of Directors for special circumstances. After the initial eighteen-month membership period, the departing Artist agrees to pay his/her/their membership dues through the end of the month of the last day of membership.

Section 5: Artist Member Duties

All aspects of the Exhibition Program (referred to as The Gallery) are member run and operated. With the exception of a paid Gallery

Manager who staffs the front desk 2-3 shifts of our 5 day business week, and a few stipend-supported jobs, all work is done on a volunteer basis. Satisfactory fulfillment of these member duties is a big part of being a member and critical to the success of the Gallery.

- A. Gallery Sitting. Each Artist Member staffs the gallery (meaning to gallery sit) from opening to closing according to a shared and equitable rotation of responsibility among the Artist Members. Frequency is dependent on the total number of active artist members. Members can pay an approved substitute sitter (to be paid at whatever the current rate is) or trade sitting dates with another member as long as their scheduled time is covered.
- B. Gallery Jobs. Each artist member performs a gallery job(s) agreed upon by the Artist and GRO. (See packet for job descriptions) If the responsibilities of the gallery job cannot be or are not met as agreed upon, the Artist may be assigned additional gallery sitting hours equal to the estimated number of hours of the unfulfilled gallery job. Full members are required to contribute 72 hours annually, and shared members are required to contribute 36 hours annually each.
- C. Jury Duty: Members with a minimum of 12 months with the gallery agree to serve on the new member and Fellowship jury committees as needed according to a shared and equitable rotation of responsibility among the Artist Members.
- D. New Member 'Gallery Buddy': GRO recognizes that integrating into a new organization can be challenging and complicated. To assuage these difficulties, new members have access to a pool of tenured members who volunteer for this role. The purpose is to provide a point person for the new artist member and facilitate ease of transition into the gallery membership, its practices and policies and culture.

E. Voting- Each member in good standing gets a single vote. Issues requiring a vote are generally presented at quarterly business meetings. Members must be present (in person or on Zoom) in order to cast a vote. Votes en absentia are not counted. Note, there may be preliminary email votes taken as guidance on issues to be presented at our meetings.

Section 6: Termination/Resignation

A. Resignation: The Artist may resign from membership at any time following the initial eighteen-month membership period by giving 30 days written notice to the Executive Director via The Artist Member Coordinator(s). The Member is responsible for covering all duties and commitments to the Gallery through that 30 day notice and will pay dues through the end of the month of the last day of membership.

B. Failure to pay dues : After failed negotiations to resolve dues in arrears, the Artist membership shall be terminated in accordance with Section 9.a.3 of the organization's by-laws.

C. Behavior: A Gallery membership may be terminated for consistent disregard for and/or willing failure to fulfill the expectations and requirements stated in this agreement; for a demonstrated unwillingness to resolve conflicts with other members, including through the Gallery's Ombudsman Committee.

PART II: Artist Member Benefits

Section 1. Exhibition Opportunities and Exhibition PR.

A. Exhibition Publicity. GRO provides publicity for the Artist's solo and two-person exhibitions. Publicity may include press releases, postcards for concurrent exhibitions, and exhibition posters.

B. Exhibitions in the Center Gallery. The Artist may participate in one solo or two-person exhibition within 12-36 months of becoming

a member, scheduled according to a shared and equitable rotation of opportunity among the Artist Members. The Artist may choose to have a two-person show due to 1) constraints of the exhibition schedule 2) being part of a shared membership 3) the desire to show with another artist member. Artists with a shared membership will work together to create a cohesive presentation for their allotted gallery exhibition time slot in the Center gallery.

C. Exhibitions in the Annex Gallery. The Artist may participate in solo or two-person exhibitions in the Annex Gallery within 12 months of becoming a member, scheduled according to a shared and equitable rotation of opportunity among the Artist Members. The Artist may choose to have a two-person show due to 1) the constraints of the exhibition schedule, 2) artists sharing a membership, 3) the desire to show with another member artist. Members in a shared membership will work together to create a cohesive presentation for their allotted gallery exhibition time slot in the Annex gallery.

D. Group Exhibitions. The Artist is expected to participate in the annual membership exhibition and optionally, other ad hoc exhibitions developed by and for the membership, including the annual Box Show.

E. Showing Work in the Alcove. The Artist may display artworks for cash and carry sale in the Alcove and other designated sales areas within the gallery. The size and number of artworks displayed at any one time will be determined by the Alcove Curator, the amount of available space, and a shared and equitable rotation of opportunity among the Artist Members. Members can also place flat pieces in the rack located in the Alcove provided each piece is of high quality, adequately protected, and labeled with the artist's name, media, and price.

Section 2. Sales Support and Commission payment

GRO's commission structure is 65%/35% artist/gallery (see non-exclusivity clause for commission structure on referrals). GRO collects and accounts for all monies received from sales of Artist Member works including sales tax. The commission structure includes artwork displayed in the Center Gallery, Annex, Alcove, Gift Shop, Group Exhibitions, Juried Exhibitions, etc. that occur at the Gallery. GRO calculates and pays commissions to Artist Members generally on a quarterly basis unless commission proceeds exceed \$100.00 (in which case, commission proceeds will be paid out the month following). The Artist member receives a check and supporting sales documents by USPS. NOTE: GRO does NOT issue its Artist Members 1099's. Keeping records of sales income for income tax reporting purposes is the responsibility of the Artist Member.

Section 3. Non-exclusivity

GRO Artist Members may seek and maintain other gallery relationships and may sell their own work concurrent to their GRO membership.

NOTE: This does NOT apply to any work currently on show at GRO, inclusive of works in the Alcove. For works seen initially at GRO and sold by referral elsewhere within 3 months, there is a 10% referral fee to be paid by the artist to GRO.

Section 4. Community

Supporting our artist community is a core value. Gallery Route One has a forty year history of artists working together to manage an independent exhibition space. Throughout the years, an exchange of ideas about how to best use the gallery space and how to run the gallery has created a collaborative relationship among artists.

Participating in community is an antidote for the solitary activity that is art-making. The artist members, their passion, distinctive forms of

creativity, ambition and dedication has created the unique community that is Gallery Route One.

Acknowledgment and Agreement:

The undersigned hereby acknowledge that they have read and understood the foregoing and by their signatures, they agree to the same.

Print Name of Artist

Signature of Artist and Date

Print Name of GRO Authorized Representative
(Executive Director or Artist Member Coordinator)

Signature of Executive Director or Artist Member Coordinator
and Date