



**EXHIBITING ARTIST MEMBERSHIP AGREEMENT  
BETWEEN BRIDGTON ART GUILD D/B/A GALLERY 302  
and AN EXHIBITING ARTIST**

**PURPOSE**

The purpose of this agreement is to establish the duties and financial obligations between The Bridgton Art Guild d/b/a Gallery 302, also referred to as Gallery 302, and the Exhibiting Artist Member referred to below as EAM. Gallery 302 is a nonprofit cooperative for artists. A cooperative is an organization in which all members' participation is required to ensure the fulfillment of the cooperative's mission. Gallery 302 is governed through By-Laws, attached herein, that must be followed by all EAMs.

EAMs are cooperative members of Gallery 302 and, as such, accept the obligation to perform duties needed for the successful management of Gallery 302's business. In exchange, Gallery 302 provides designated space for EAMs to exhibit their art. The art is displayed on a consignment basis. If an EAM's art is sold, Gallery 302 is entitled to a commission, currently set at **20%**. In addition, any work of art commissioned of an EAM, as a direct result of the EAM's connection to Gallery 302 is subject to the same 20% commission. Gallery 302 is not entitled to a commission when a work of art is commissioned of an EAM by another Gallery 302 EAM. Any work of art not intended to be exhibited or sold through Gallery 302 is not subject to Gallery 302 commission rules.

EAMs will receive a check from Gallery 302 within 45 days, following the sale of their art. The amount will be the sale price minus commission minus Maine state tax. However, if the amount of the check is less than thirty-five dollars, the check will not be processed, as thirty-five dollars is the cost of creating the check.

## ENTITIES

This agreement is between Gallery 302 and the EAM (name) \_\_\_\_\_, who's medium of \_\_\_\_\_ was accepted for display at Gallery 302 by way of a jury process. If the EAM later wishes to display a different medium at Gallery 302, the jury process must be repeated for the different medium. However, an EAM may submit work in any art medium to the Gallery 302 Gift Shop, according to Gift Shop policy.

## FINANCIAL OBLIGATIONS

The financial obligations listed below represent current pricing and costs. These may change from time to time based on a majority vote of all EAM's.

## EXHIBITING ARTIST FEES

An EAM pays an annual exhibiting artist fee to display their artwork on an assigned 2D wall space or 3D display space. The fee is due at the beginning of the calendar year. The current annual fee is \$480 payable quarterly, bi-annually or annually. The fee will be pro-rated for the start time of the EAM becoming a member of Gallery 302.

## DUTIES OF EXHIBITING ARTIST MEMBERS

Your signature certifies that you, as an EAM, have read, consent to and will abide by the rules, policies and procedures that govern Gallery302. These rules, policies, and procedures include, but are not limited to, such things as sales operation procedures, Gallery 302 security rules, display compliance rules, confidentiality policies, and inventory management procedures.

Your signature also certifies that you, as an EAM, acknowledge the time commitment you are making to Gallery 302, involving your participation in



Gallery 302 activities such as, but not limited to, committee activities, attendance at member meetings and performance of duties required of Gallery 302 as a retail business, in support of Gallery 302's mission.

### **GALLERY TIME COMMITMENT - Kiosk Duty**

You, as an EAM, agree to perform activities, without compensation, necessary for the operation of Gallery302. You are required to work at the Gallery kiosk a certain number of shifts each year, to represent the Gallery in sales transactions. Activities include, but are not limited to, ensuring Gallery 302 is properly cleaned for customers, greeting customers, answering all questions that help in the sale of artwork, following Gallery 302 procedures to complete-sales transactions and closing out your work shifts.

The number of shifts you are required to work at the kiosk will be determined by a scheduler, based on Gallery 302's hours of operation and the number of EAM's currently exhibiting at Gallery 302. An estimate of total hours required to work at the kiosk is no less than 40 hours a year.

**If you are unable to fulfill your obligations to work at the Gallery, you are responsible to find another EAM willing to work your assigned slot in exchange for a swap in kind, or compensation agreed between you and the other EAM. It is customary to pay another EAM \$35.00 to take your shift if a swap cannot be arranged.**

You must rely on the Gallery Manager as a contact point should you need any assistance while working at the Kiosk.

EAMs are required to sit two extra shifts, annually, if their work is displayed for sale in the Gift Shop.

### **GALLERY TIME COMMITMENT - Committee Work**

You, as an EAM, are required to volunteer for at least one committee. Being a committee member requires you to attend committee meetings on a regular basis. Committee activities include, but are not limited to, artist receptions, jurying process, education / training new members, window display management, general maintenance, on-boarding new members, organizing Art in the Park, organizing an auction event, Gift Shop management, marketing and advertising, technology selection and support, mentoring, board member nominating, turnaround (semi-annual rotation) and annual full gallery cleanup. Helping a particular event, as a one-time gesture does not qualify as committee work.

The amount of time required depends on the type of committee work. You must sign up to participate on one or more committees within the first three months of signing this agreement. As a member in the cooperative, your help is required.

## **EXHIBITING ARTIST SPACE GUIDELINES**

You, as EAM, are responsible for keeping your display area refreshed and exciting for customers. New work should replace displayed work on a regular rotation basis. The rotation recommendation is every three months. EAMs are required to hang a framed biography/artist statement and place business cards at their exhibits. All artworks must bear a bar coded adherable tag. It is recommended that the EAM's allotted space be 75% filled with their art. If an EAM removes artwork for another show, replacement art must be hung so Gallery 302 does not have empty spaces during open hours. EAMs may not "sublet" their display space. EAMs must adhere to published exhibiting guidelines.

## **RIGHTS OF EXHIBITING ARTIST MEMBERS**

To enjoy the right to exhibit art within Gallery 302, you, as an EAM, must be always in full compliance with the terms of this agreement and the rules of



operation of Gallery 302. Refer to the attached Bylaws for the procedures for EAMs not in good standing.

Retail value of the art is established by the EAM. Each EAM has the right to vote on each motion presented at the monthly Member Meetings pursuant to the membership rules stated in the attached Bylaws.

## **RIGHTS OF GALLERY 302**

For its service of displaying, advertising, marketing, and selling EAMs' work, Gallery 302 shall have the right to retain 20% of the sale of all art sold. Gallery 302 assumes responsibility for payment of Maine State Sales Tax. EAM's are responsible for managing and filing their federal and state tax returns related to their art sales. Gallery 302 is not responsible for producing documentation for EAMs' tax filings. EAMs have access to all sales information through the gallery's Point of Sale technology.

Gallery 302 shall have the right to retain an EAM's share of funds, derived from the sales of his/her artwork, if any delinquent payments are due, or any other sum is due to Gallery 302 by reason of this agreement.

## **TERMINATION OF AGREEMENT**

Gallery 302 shall have the right to terminate an EAM's artist membership for breach of this agreement and/or breach of the rules or procedures specified in the attached Bylaws. An EAM will not receive reimbursement of fees if they are asked to leave before the end of the calendar year. Said EAM should remove their artwork immediately from the Gallery.

An EAM has the right to terminate this agreement with a 60-day written notice. This gives Gallery 302 adequate time to reschedule kiosk sittings, staff vacated committee positions and reassign art space relinquished by the

terminated EAM. Notice of termination should be sent to the President of Gallery 302 and chairpersons of all committees on which the EAM is serving.

**SETTLEMENTS OF DISPUTE**

If a dispute arises directly or indirectly from this agreement, the dispute will be resolved through binding arbitration. The arbitrator shall be the choice of the Gallery.

**LIMITS OF LIABILITY**

The EAM will not be held liable for any debts incurred by the Bridgton Art Guild dba Gallery 302. The Exhibiting Artist Member (EAM) is responsible for his/her own insurance and agrees to "Hold Harmless" terms with the Gallery. You, as an EAM, should be aware that the Gallery carries property insurance to cover loss of Gallery owned property and not for EAM owned property.

*I have read and understand this contract, and I will abide by the foregoing agreement. Executed in duplicate, one copy to be retained by the Exhibiting Artist Member (EAM)*

**DATE** \_\_\_\_\_

**Exhibiting Artist Member**

\_\_\_\_\_

**Witness (Managing Exhibiting Artist Member )**

*(Revised Mar 2023)*