

Member Artist Agreement

WVHighlands Artisans Group

The following apply to each juried and/or chartered artist member (hereafter "Member") of the WV Highlands Artisans Group (hereafter "Group") and its Gallery in Davis, West Virginia (hereafter "Gallery"):

Fees (subject to change by member vote)

- Space Fee, monthly, due by 25th of preceding month: \$25, full space; \$15 half space
- Membership Dues, deducted monthly: 10% of "Member's" pre-tax sales total
- Website Fee: NONE

Gallery Work Days

- 12 days annually for a full space, or 6 days annually for a half space. *(Extra days may be assigned as needed by the Executive Committee, based on the number of members. For 2011 the work responsibility is full, 13 days, and half, 7 days.)*
- "Member" will be trained in "Gallery" sales duties, and is expected to be cordially interactive with customers and well informed about all "Gallery" offerings.
- If "Member" is unable to work a scheduled day, then he/she is responsible for arranging a "Member" substitute in consultation with the calendar manager.

Artistic Merit and Integrity

- "Member" may display and sell only in the medium(s) for which he/she has juried successfully and only his/her own artistic production.
- "Member's" products within the juried medium must be of a quality, appearance, and packaging consistent with the original juried items.
- "Group" will take no profit from, nor copy or reproduce in any form, any "Member's" work without written permission, whether it is physical or intellectual property.

Display Space and Quality

- "**Members**" **MUST** send website information to the Webmaster **BEFORE** selling their work.
- "Member" will be assigned a specific space within the "Gallery."
- "Member" must present to the Jury and maintain thereafter a display that adheres to Gallery standards and goals by (1) using appropriate & tasteful floor equipment consistent with an upscale gallery setting and/or (2) using the "Gallery" system for wall-hung art.
- "Member's" display must at all times present a professional appearance of coherence, imagination, and neatness, with all loose items and packaging contained and off the floor.
- "Member" must restock as necessary to avoid the "empty" look and use the space effectively to maximize sales.
- "Member" must label each sale item as to medium, materials, print/original, price, etc. and assign an inventory number in accordance with current "Gallery" practice.

Participation in Governance and Communication

- “Member” must have an active email account that enables regular “Group” communications.
- “Member” is expected to participate in the Annual Meeting, volunteer for appropriate committee responsibilities, and be willing to cooperate in other “Gallery” operations.

Liability

- “Member’s” business is independent of and separate from the “Group,” and “Member” is personally responsible for payment of applicable sales taxes and fees for doing business in the State of West Virginia.
- While “Group” shall take reasonable precautions to protect “Member’s” art/craft in the “Gallery,” “Member” must self-insure personal property. “Group” assumes no liability for loss of or damage to personal property due to fire, theft, breakage, or other damage. Signing this agreement releases “Group,” including its officers and membership, from the responsibility for any such loss.
- “Group” shall, however, carry personal injury liability insurance to protect “Group” and its “Gallery” customers while on “Group” property.

Penalties

- “Member” must not display or sell the artwork of another person, subject to a request to vacate the “Gallery” without refund.
- Failure to pay monthly Space Fee on time subjects “Member” to a fine and can lead to expulsion. See Bylaws, Article 3.3(d).
- Failure to complete work requirements can also lead to expulsion.
- See Bylaws, Articles 3.8 (Termination of Membership) and 3.99 (Suspension and Expulsion), for further discussion.

I hereby agree to the terms and conditions of membership in the WVHighlands Artisans Group as described above.

Member’s Signature _____

Date of Signing _____

Date of Initial Affiliation _____