

THE NEW MOON ART GALLERY ~ MEMBER AGREEMENT

PREFACE:

The New Moon Art Gallery (NMAG) is an Art Guild/Cooperative located in Spokane Washington. This agreement is not a legal contract, rather this document is a consensual agreement between the members and the New Moon Art Gallery, and is presented for the purpose of clarity. The NMAG must be run efficiently and profitably if it is to be successful over the longterm, with mutual respect and understanding between all parties. All fees and commissions support the operations of the New Moon Art Gallery.

There are 3 primary parties involved with the NMAG: The Core; the Gallery Member Artists; and those individuals who on a volunteer basis accept job responsibilities that are crucial to the operation of the gallery. In many cases these roles may overlap.

THE NMAG PROVIDES THE FOLLOWING TO ITS MEMBERS:

1. A gallery/store for the sale of local and regional fine art and artisan wares;
2. Art Openings and Special Events on a monthly basis;
3. Ongoing Classes and Art Parties for the greater Spokane community.

ADDITIONAL MEMBER BENEFITS:

- 1) Ongoing daily exposure in a highly visible gallery, where you can send your potential buyers.
- 2) Our monthly events attract quite a number of collectors, so in one evening your work could be seen by more people than you would likely find at most other Spokane venues.
- 3) The NMAG has a very active web and social media presence, so as a member you can add your own brief bio to our website, with several photos of your pieces (Levels 1, 2 & 3 only).
- 4) Artists are juried into the NMAG based on their professionalism and quality of their work, which is a notable & prestigious inclusion for your own resume.
- 5) When you work in the gallery you'll have frequent interaction with the art collecting public, allowing you to directly explain the finer points of your own work.
- 6) Working in the gallery with other professional artists is an ideal opportunity to build the sales skills and public interaction skills required to maintain a successful art or craft business.
- 7) If you enjoy teaching you can design a class (or multiple classes) to be held at the NMAG, where you'll receive most of the income from those who pay to attend.
- 8) The NMAG is proud to represent some of this area's most accomplished artists, so as you work with others you'll have the opportunity to share medium-specific information; you'll be inspired by the exchange of ideas; and you may even learn new techniques to enhance your own work.
- 9) The gallery provides a sense of community between creative people with common interests. You will get to know other members, and in the process, you'll become part of a wider network of artists within the Inland Northwest.

BOARD OF DIRECTORS (CORE MEMBERS)

- 1) Core members are those individuals who have made a financial, physical and emotional commitment to start and sustain the creation of the gallery.
- 2) Core Members serve as the Executive Committee and as such have the final decision making approval of all matters dealing with gallery business.
- 3) Core members only make revenue from their own individual sales.

PARTICIPATION LEVELS FOR GALLERY MEMBERS (GM)

All artists must select a participation level prior to having their artwork displayed.

Level 1: \$25 per month; available to work 2 days/month in the gallery; 20% commission; prime visibility for their work.

Level 2: No monthly membership; 2 days/month working in the gallery; 30% commission

Level 3: \$30 per month; no days in the gallery; 30% commission

Level 4: No monthly membership; no days in the gallery; 40% commission with visibility as available.

NOTE: In some cases Levels 1 or 2 may exchange in-gallery work time for a job of equal value.

Member levels are contracted for 6 month periods. A GM may move up to a higher level at any time, however to drop to a lower level is only available at the end of the 6 month agreement period.

Payment Options for Membership fees:

- Pay in full for the 6 month contract and receive a 20% discount ~ you can make payment by check, cash, or credit card.;
- Set-up auto bank deposit from your bank to our bank for convenient monthly membership payment.

GUIDELINES FOR GALLERY MEMBERS:

LEVELS 1 & 2:

- 1) Members volunteer to work in the NMAG as an art gallery sales consultant two days a month.
- 2) Core Members and experienced Moon Gallery artists will be responsible for recording daily sales and deposits.
- 3) There will be a training session to help members familiarize themselves with customer service, daily sales and procedures. (Suggestion: If you are not comfortable working with customers you may want to consider choosing Level 3).
- 4) Members who fail to show up without notice when they are scheduled to work, or who cancel at the last minute without making arrangements for a substitute, can cause tremendous disruption to the smooth operation of the gallery ~ **please see the Appendix for additional information.**
- 5) The monthly work schedule is configured by Denise Steen and Sigrid Morgan-Neil. Please promptly submit your available work days to them upon request.
- 6) Members may switch shifts with advance notice and the approval of a Core representative.
- 7) Two members will be working during all business hours. As much as possible these work shifts will be composed of an artist and a Core Member.
- 8) The work schedule will be emailed to all members on a monthly basis.

ALL MEMBERS:

It's important for the artwork in the gallery to continually look fresh for our customers. Therefore, artists are *strongly* encouraged to change-out older pieces and bring-in new work on a bimonthly basis at the very least. The NMAG retains the option to remove from the display areas within the gallery any work that is not changed *at least once* in 3 months. Note: Bimonthly means "every 2 months".

NMAG MEETINGS:

- 1) Regularly scheduled meetings for members are on the last Wed or Thurs of the month. Meetings will alternate from month-to-month between morning and evening. **Please see the Appendix for more info.**
- 2) Monthly meetings are designed to inform, answer questions, and create an opportunity to brainstorm.

FEATURED/GUEST ARTISTS (F/GA)

- 1) Every month we invite an artist/s to be featured at the New Moon Art Gallery, with *prime visibility*.
- 2) F/GA pay a one-time set-up fee of \$50. This fee is for bookkeeping, gallery setup and marketing via our website, mailing list, and social media and more.
- 3) F/GA who are members of the gallery pay the setup fee plus a percentage of sales based on their participation level.
- 4) F/GA who are not members of the gallery pay the setup fee plus 40% of all sales.
- 5) F/GA are expected to appear at the designated RSVP Special Event Opening, which is generally held on the third Friday of each month. Experience has shown that sales increase when the artist is present.
- 6) All F/GA are requested to provide an email list that will be used for invitations and promotion of their event. In addition, the F/GA must arrange in advance for a time to drop-off their work at the NMAG, and must have completed a written inventory of their art. Please have this inventory sheet and all price tags with you when you bring your artwork to the gallery. All pieces will be individually juried for the show.

TAXES

The NMAG will pay all Washington State Sales Tax from sold merchandise in the gallery. It is the sole responsibility of the individual artist/member to report individual earnings from sales to the IRS. All members **MUST** provide a UBI # *OR* your SS # to NMAG (this information is kept confidential). All artists are independent contractors and will receive a tax statement in the mail by January 31. All artist sales totaling \$600 or more should be reported by THE ARTIST on their personal taxes.

RECORDS OF SALES

All sales will be calculated weekly in the NMAG SALES BOOK. This book is available to any member at any time to review monthly sales. It is the sole responsibility of all artists to review their inventory sheets and report any discrepancies in a timely matter. **IT IS RECOMMENDED TO CHECK YOUR INVENTORY AND STOCK MONTHLY.** Note: In the coming months we plan on utilizing our Square account to help manage record keeping for all member sales.

*** IMPORTANT ***

“OUTSIDE SALES” or “UNDER THE TABLE SALES” are never acceptable! All special orders recruited through the NMAG must be considered NMAG sales and the appointed commission paid to the business. If this agreement is broken, the member will be dismissed from the NMAG and all merchandise will be removed from the gallery area. Membership fees will not be refunded. This agreement clause is non-negotiable ~ **please see the Appendix for more information.**

PAYMENTS OF REVENUE

All monthly sales and revenue will be calculated by an outside independent resource. Members will be paid by a check or, when available, by direct deposit. Every effort will be made to have checks ready by the 20th of the following month after the sale. All commissions will be deducted from artisans’ revenues and a detailed summary will accompany all checks.

LOSSES AND LIABILITY

NMAG is NOT liable for any loss through theft or breakage of merchandise or artwork, nor is the NMAG responsible for the cost incurred for the packing, shipping or insurance expenses of merchandise being shipped to or delivered to the NMAG ~ **see appendix for more information.**

The NMAG carries the necessary business insurance required by the State of Washington.

IN CONCLUSION

Our goal is to become the #1 fine art gallery in Spokane, providing a premier showcase for selling artwork by our local artists. We understand that the only way to accomplish that goal is with professional artists & artisans who are committed to their work and to this cooperative effort. We look forward to having you join your fellow artists that make up the membership of the New Moon Art Gallery.

All artists are required to sign an artist agreement in order to participate at the NMAG. If you have any questions or need additional clarification please do not hesitate to contact us ~ you'll see the phone numbers at the end of the attached appendix.

I have read, understand and accept the terms of this agreement:

Date: _____

Artist Signature: _____

Select Your Initial NMAG Participation Level: [1] [2] [3] [4]

Core Member Signature: _____

We want to be sure that our contact information for you is up-to-date ~ please provide your current...

Phone Number: _____

Email Address: _____

See the attached appendix for additional clarifications. The NMAG retains the right to modify this agreement if necessary, however any such modification would not affect your own terms during your 6 month agreement period.

APPENDIX ~ ARTIST AGREEMENT ~ ADDITIONAL CLARIFICATIONS

Section on Agreement: PARTICIPATION LEVELS FOR GALLERY MEMBERS (GM)

[a] **The meaning of “prime visibility”:** There are no bad display locations inside the gallery at 1326 East Sprague. Everything is on one floor, and there are only the 2 big rooms, so it will be very easy for customers to see everything if they can take the time. Nevertheless there could still be “prime visibility” in the way that work is seen by the public, ie, how the items are located within any given space. For example: If we have 3 paintings to hang, the one at eye level would be “prime visibility”, whereas the ones above and below are somewhat less than prime. It’s not a big difference, but from our point of view those artists who are willing to support this effort with a monthly membership *and* are willing to work 2 days per month are deserving of “prime visibility” whenever possible.

[b] When we say *“In some cases Levels 1 or 2 may exchange in-gallery work time for a job of equal value”* that means the kind of efforts that do not directly involve helping customers in the store but are crucial to the success of the gallery, and may in fact take even more time than the 2 days of work at the gallery itself.

NOTE: Art Parties & Events Coordinator, Display team, Event Catering Director, Website / Newsletter Management, Social Media Updating, Monthly Scheduler, Secretary, Treasurer, Supply person, Emerging Artists coordinator, and Publicity person are all volunteer positions for the benefit of all NMAG members, and are thus without pay.

Section: GUIDELINES FOR GALLERY MEMBERS

The NMAG is a showcase for the best original art and handmade craft in this area, and it is also a business with the same sort of ongoing requirements as any other enterprise. Being a business, we need knowledgeable people in the gallery to make sales to the customers who come in, so when a member is scheduled to work but for whatever reason does not show up, it hurts everyone.

Having said that, we understand that emergencies happen in life, be it a sick child, a broken vehicle, the need to take a parent to a medical appointment, etc ... whatever the reason, these things happen. So if you are scheduled to work, *please do everything you can to arrange for a substitute* (we’ll provide a member contact list) and let us know right away that this was necessary. If no one can cover you, then it’s essential to call a Core member ASAP!

If you find a substitute then you can simply trade days with them; however if we must find someone for you, then you’ll need to make up the lost day during the same month or in an upcoming month.

Section: Payment Options for Membership Fees

If you want your membership to be paid one month at a time, then it’s fairly simple for you to set up an automatic withdrawal for our monthly membership. If you do not have your own online account access then any of the employees at your bank will be happy to help you ~ it’s quick & easy. We will provide you with our bank’s routing number and our checking account number.

When you want to pay by check, charge or cash, we are doing it in 6 month increments only because the additional paperwork for individual monthly invoices is simply too much. As a benefit to you, you’ll receive a 20% discount when you make the 6 month advance payment.

Section: NMAG MEETINGS

We believe it's essential to have regular opportunities for artist members to provide feedback and suggestions, and to accomplish that we want to schedule monthly meetings to gather us together. We will email dates & times for scheduled meetings well in advance.

At each monthly meeting one of the members will take 15 minutes to "show and tell", which helps to educate the other members about their artwork.

Because some members work during the day, and other members need to be home in the evening, we will alternate the meetings every other month between morning (at 9:30am) and evening (at 6pm, or at 5pm during winter hours). We hope this will accommodate most members ~ meetings should not last more than 75 minutes. *Please make every effort to attend at least 6 meetings per year if at all possible.*

These meetings are meant to be opportunities for positive suggestions and relevant feedback that could be helpful in the running of the NMAG. For example, if you are traveling out of the area and visit a gallery that is having an opening with a special theme that you believe would be well received here in Spokane, we definitely want to hear about it. What we *do not want* is for the meetings to degenerate into gripe sessions, and to that end we request that **whenever you have a problem or a complaint, please take it directly to a core member.** "Public" complaining just brings everyone down and does little or nothing to advance our common goals, so if you are having an issue with the way things are going we want you to feel welcome at any time to voice your concern *in a private discussion* with one of the core people ~ if you don't tell us there's a problem then we can't do our best to fix it.

Section: "OUTSIDE SALES" or "UNDER THE TABLE SALES"

Everyone involved at the NMAG at every level has had experience in the world of selling art, and thus understands that it is in part a "business" that takes considerable steady income in order to continue in a viable fashion. When the gallery generates a contact for an artist, that contact only happens because the NMAG is directly in the loop, so to that end it is reasonable for the gallery to receive compensation for its involvement if that contact results in a purchase.

When an artist benefits from this sort of referral but keeps that benefit hidden, it is not a fair relationship and only serves to essentially cheat all the other members. Therefore we are taking a strong stand about this sort of thing ~ if you make a sale as a result of someone seeing your work in the NMAG and they contact you privately in regards to a purchase, please be honest about compensating the group with whatever dollar amount is appropriate for your Level of Participation.

Also, if you are working in the gallery and someone wants you to accept less payment for one of your pieces, please keep in mind that this sort of discounting is not acceptable. If you decide to occasionally lower your prices, that is your right, however please do it with the assistance of a core person ~ it's not to anyone's advantage for customers to think they can haggle over the price of artwork at the NMAG.

Regarding pulling your work out of the gallery in order to have certain pieces for a craft show: Please call in advance to let a Core person know you need to do this, and very importantly, be prepared to bring in substitute pieces to fill those spots in the gallery that was allocated for your work.

Regarding "trades" between artists ... It is perfectly fine to work out a trade with other members for pieces within the gallery, however we ask that you first speak to a Core member to discuss the details.

Section: LOSSES AND LIABILITY

This is one of the most difficult areas of discussion, because it means some very fine and hardworking artist has lost a piece due to thievery or breakage, and absolutely no one wants that. It's an ugly reality of life that there are people who steal ~ every business that has items for sale has to unfortunately deal with this.

There are people who will shoplift and there are people who will write bad checks, and in both cases recovery is unlikely. The NMAG will do everything it can to prevent this but if it happens, we cannot make compensation. It's just very bad luck and the only thing the artist can do is write it off at income tax time as a loss.

Likewise, we all know that accidents can occur, by customers or even by another artist working in the gallery. We can put up signs saying "Handle With Care ~ You Break It, You Buy It" but even so, people break things out of sight and simply put the item back on the shelf. We cannot be responsible for that sort of crass behavior.

If an artist working in the gallery were to accidentally break something we suggest that the two individuals work it out in an agreeable fashion (a mutual trade for example). But again, the NMAG regrettably cannot make compensation.

Regarding insurance, it's a common misunderstanding to believe that when there is a loss it's simply a matter of submitting that dollar figure to the insurance company for reimbursement. In fact, almost all policies have huge deductibles ~ very often in the \$1,000 range ~ which sadly means that these sort of losses must be absorbed by the business or by the individual.

Whenever you have a question, comment, or an issue that needs resolution please contact one of the core members below:

CONTACT US...

Core/Founding Member	Phone:
Michele Mokrey	509-475-4979
Denise Steen	509-723-3382
Shanda Woodward	509-993-5932
Sigrid Morgan-Neil	509-999-8065
Linda Malcom	707-367-1805
Melinda Melvin	509-808-0350

Email:

Challenges and problems that require immediate attention can be emailed to:

manicmoonandmore@gmail.com

Use as your Subject: **NMAG Coordinator Steve Reynolds**

Steve will then forward the message to the appropriate core member.

Website: NewMoonArtGallery.com