



EASTBANK ART GALLERY & STUDIO

A CO-OPERATIVE OF REGIONAL FINE ARTISTS

8th & RR Center, 401 EAST 8TH STREET, SUITE 116, SIOUX FALLS, SD

PHONE: 605.977.2667 EMAIL: EBAG116@HOTMAIL.COM

LEVEL 2 MEMBERSHIP AGREEMENT

You (artist/exhibitor) _____, are entering into an agreement
with the EastBank Art Gallery and Studio on (date) _____, 20____.

PURPOSE OF THE CONTRACT

This contract is an agreement between the artist and gallery corporation to exhibit and sell works of art in the EastBank Art Gallery and Studio, Sioux Falls, SD. The agreement requires an initial fee and either a monetary OR a time commitment to the gallery.

OBLIGATIONS OF THE PARTIES

The artist/exhibitor agrees to pay a one-time membership fee of \$150. The artist/exhibitor also agrees to work a minimum of 9 hours per month in the gallery OR make a monthly payment of \$60 membership dues. The artist/exhibitor will display and sell their work in the gallery; and upon the sale of their work, a 30% commission fee will be retained by the gallery. Individual sales will be totaled once a month, at which time the artist/exhibitor will be reimbursed for the sale of their artwork minus a 30% commission fee on each sale. The artist/exhibitor is welcome to attend general membership monthly meetings (usually held the first Monday of the month at 7:00 pm.).

The EastBank Art Gallery and Studio will provide liability insurance and security for proper display. The gallery will maintain membership in EastBank Retail Association, Main Street Sioux Falls, and the Fine Arts Trolley Tour. The gallery will be responsible for hanging the artist/exhibitor's work and will move display areas at its discretion.

TERMS OF CONTRACT

The term of the contract will be for twelve months with the first payment of the one-time membership fee of \$150. If the artist/exhibitor chooses to make monthly payments, the first payment of \$60 will also be due at the beginning of this contract, and monthly payments starting on the 1st day of each month thereafter. If the artist/exhibitor chooses to work 9 hours a month, the artist/exhibitor will schedule himself/herself as soon as there are openings available on the gallery calendar. The contract period will begin on _____, 20____ for 12 consecutive months.

PRICE

One-time membership fee of \$150 plus a monthly payment of \$60 OR one-time membership fee of \$150 plus a minimum of 9 hours of work in the gallery per month is determined by the board of directors of the gallery. The time commitment will be no less than 27 hours per quarter. Hours may be worked in advance to adjust for future absences.

REPRESENTATION AND WARRANTIES

- The artist/exhibitor has the same privileges of display as the other members of the gallery while under contract with the gallery.
- The artist/exhibitor hereby warrants that he/she created and possesses unencumbered title to the works of art on inventory in the gallery and that their descriptions are true and accurate
- The artist/exhibitor has the same responsibilities as other members displaying in the gallery, to represent the work of all members, not just their own work.

- The artist/exhibitor who has chosen to work 9 hours a month has the responsibility of working the hours scheduled or finding a member who is willing to and able to exchange time on the schedule for working in the gallery. At no time will any member allow a non-member to work in their place in the gallery.
- EastBank Art Gallery and Studio reserves the right to photograph, scan, copy or reproduce any work of art displayed in the gallery for promotional purposes.
- EastBank Art Gallery and Studio reserves the right to limit the number of 3-dimensional works of art on display as size and space limitations demands.
- The artist/exhibitor reserves the right to remove artwork from the gallery at their discretion after proper documentation with one or more board members.

LIABILITY

The EastBank Art Gallery and Studio provides liability insurance to provide compensation to third parties who are injured or whose property is damaged due to the fault of the gallery. The board members and members of the EastBank Art Gallery and Studio will take precautions to secure and protect individual pieces of artwork, but they do not insure individual pieces and are not responsible for losses incurred while the work is being exhibited in the gallery or being used for promotional purposes by the gallery. It is recommended that the artist/exhibitor insure their own artwork.

TERMINATION OF CONTRACT

The contract will be terminated if the gallery discontinues its operation and/or the artist/exhibitor discontinues monetary or time payments to the gallery. The contract will be terminated if an unresolved default occurs, and the contract is terminated by a vote of the Board of Directors.

DEFAULT

The contract will be in default for the following reasons:

- Failure of the artist/exhibitor who has chosen to pay the monthly fee to make payment no later than the 10th of the month upon commencement of the contract
- Failure by the artist/exhibitor who has chosen to work 9 hours a month to complete a minimum of 27 hours per quarter.
- Failure by the artist/exhibitor to represent the mission of the gallery as determined by the board of directors
- Failure by the artist/exhibitor to perform sales duties and gallery duties as outlined by the board of directors
- The operation of the gallery ceases and is no longer in business

DISPUTES

The artist/exhibitor will meet at the earliest convenience, but no later than 7 days of notification, with two or more members of the board of directors when a default occurs, in an attempt to resolve the default. Failure to resolve the default will result in a recommendation to nullify the contract by two or more board of directors. The contract will be null and void by a majority vote of the directors present at a regular or special meeting of the board of directors voting to void the contract.

INDEMNIFICATION

The artist/exhibitor shall indemnify and hold the gallery and its volunteers, directors, officers, shareholders, agents, successors, and assigns harmless from any claim, loss, liability, damage or expense, including reasonable attorney's fees, arising out of any claim lawsuit, or demand which is inconsistent with any of the warranties and representations of this agreement.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws of the state of South Dakota and any dispute arising under this Agreement shall be resolved solely in the state or federal courts of the state of South Dakota venued in Sioux Falls, South Dakota or the closest federal court in South Dakota, with each party submitting to the jurisdiction and venue of such court.

ASSIGNMENT

The contract granted to the artist/exhibitor is personal and shall not be assigned or otherwise transferred to any other party or individual.

SIGNATURES

Artist/exhibitor: _____

Complete address: _____

Home phone: _____ Work phone: _____

E-mail (please PRINT): _____ Website: _____

Signature: _____ Date: _____

EastBank Art Gallery and Studio (signatures of two directors required)

By: _____ Position: _____ Date: _____

By: _____ Position: _____ Date: _____

8/6/07

APPROVED ADDENDUM

- 1. Forgotten shifts – members who forget to work their scheduled shifts will pay the gallery \$5/hour for each hour of their absence.

PROPOSED ADDENDUMS

- 1. Members who are unable to work the required 9 hours of volunteer work per month (weekend volunteers) may “make up” time with committee work, after-hours cleaning and/or assist with gallery rearranging/hanging of artwork.
- 2. Absent members – those who are out of town for extended periods of time and are not around to work their shifts – will pay the gallery \$5/hour x 9 hours per month absent (\$45) in addition to \$60 membership fee. At no time will any member allow a non-member to work in their place in the gallery.