

## Portland Artisans' Co-Op Team

# MEMBERSHIP AGREEMENT CONTRACT

Last revised 11-30-2016

Welcome to our group of artists at PACT. One of the things that make us so unique is the support that a co-operative offers. We honor creativity, integrity, and camaraderie. Please read and consider the following rules & regulations of the Co-Op carefully and sign below.

**DUES:** You agree to pay the required fee for the level you choose no later than the 1<sup>st</sup> of each month for the following month. There is a grace period, ending on the 5<sup>th</sup> of the month. Artisans whose payments are not received after the 5<sup>th</sup> of the month are subject to their products being removed from the store shelves.

**SHIFTS:** You agree to work the hourly requirements of your chosen PACT membership level. You must sign up for your shifts no later than the 15<sup>th</sup> of the prior month and the monthly schedule will be posted by the 20<sup>th</sup> of the prior month. If you cannot fulfill your scheduled shift(s), you must contact the scheduler ASAP and inform them of your situation and your replacement, if possible. Your membership level is a minimum requirement; at times you may be asked upon to work additional shifts in the store. Back up shifts do not transfer as a regular shift. If there is an empty shift slotted and you are back up assuming that you are working that shift. Members must also actively serve on at least one of the committees as part of their membership requirements.

### **LIABILITY:**

PACT will provide liability insurance for the store. At this time, we are not providing content coverage. We strongly recommend that you have your own insurance for your art. In the event of a fire, flood, theft or other disaster, your work is not insured by PACT. We recommend that you carry your own insurance for your art, and keep track of personal belongings left in the store. Unclaimed personal items left in the store for over 48 hours will be donated.

### **MEMBERSHIP:**

All members juried shall have an initial five-month probationary membership contract, converting to a month-to-month contract thereafter, pending the approval of permanent membership status. Members may terminate their contract with thirty days' notice, effective at the beginning of the month following the termination notice. After three months, members shall be contacted by the Board to review membership sales and participation in committees. A final review of membership shall be made at the end of the initial five-month contract to invite members into full membership. No contact, unfulfilled shifts, no committee participation and unpaid dues extending beyond 45 days may result in automatic membership termination.

After signing a membership contract, members shall be required to pay a non-refundable amount equivalent to their first five months of dues and their last month. Amount is determined by their membership level. At the start of their sixth month they will be required to pay the equivalent of one month's dues and thereafter each month they will be required the equivalent of one month's dues. For the initial dues we will accept a check or a credit card payment. After this initial payment we will only accept a check for payment of monthly dues. If co-op folds before all funds are disbursed, any remaining funds will be returned to the member. Membership dues may be refunded at the discretion of the Board. Application and administrative fees remain non-refundable. Please see DEPARTURE section below.

**PRESENTATION:**

Price barcodes, basic signage, and website representation will be provided for you. Artist statements and business cards must be displayed with your artwork within 30 days of acceptance date. Our Presentation Package Coordinator and Artist Liaison will work with you to complete all of the above presentation requirements.

**COPYRIGHT:**

It is up to each individual Artist to be in compliance with the federal, state and local laws, rules and regulations of the Artist's products and business including but not limited to health and safety, copyright, licensing, trademark and any and all other applicable laws and regulations pertaining thereto. If the Artist is not in compliance with the rules and laws pertaining to his/her products displayed and sold at Artistic Portland and in the event there are legal warnings and/or actions against Artistic Portland and/or its members for the Artist's lack of compliance that Artist holds Artistic Portland and the rest of its members harmless and agrees to pay any and all damages, costs of suit, attorney's fees and any other legal fees and expenses that may be incurred therein against Artistic Portland and/or its members.

**DISPLAY SPACE:**

You are entitled to display space equivalent to the **average** size space that all members have. The size and number of pieces allowed will vary for each artist, according to size and content. Most art will be inter-merchandised and will be designated by the members of the store committee. We will try to accommodate your work in an appropriate space relevant to your work, especially if your work has particular needs.

**MEETINGS & PARTICIPATION:**

Members must participate in the monthly membership meetings. Unexcused absences will result in reverting status to a probationary membership, with the potential of losing their membership. Membership meetings are held on the 4<sup>th</sup> Monday of the month. Members must also take an active part in one or more of the co-op's committees.

If a member goes into a probationary status, it can be rectified by attending the next membership meeting.

**REGISTER PROCEDURES:**

Each artisan scheduled for a store shift is responsible for the register money on their own shift. This is why you must balance the money in the register at the beginning **AND** end of your shift. If the register is short for any reason, the artisans scheduled for a store shift are required to pay that amount to the register by the end of that day, before any bank deposits are made. If the register is over for any reason, the artisans scheduled for a store shift are not allowed to keep any overage for any reason.

**DEPARTURE:**

If for any reason you leave the co-op and do not collect your art within 30 days, your art will become property of the store. Unclaimed commission checks after 60 days will be void and considered a donation to the store. You must also return your store key.

(Thanks!)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_