

## Port Townsend Gallery

### Garden Artist Member Agreement (5/3/16)

Garden Artist Members ("Garden Artists") of the Port Townsend Gallery (the "Gallery") will consign their own original artwork to be displayed for sale in the outdoor garden and garden shed of the Gallery. A primary Garden Art Coordinator will be the contact for questions or issues, though other Gallery members may make contact to facilitate display, sales and payments. Garden Artists will not have voting rights. All new memberships are considered provisional for the first 30-day period. The Garden Art season generally begins May 1st and ends the second week of October, unless otherwise agreed to by Garden Art Coordinator.

1. Garden Art from Garden Artists will be displayed exclusively in the outdoor garden area or outdoor garden shed area of the Gallery.
2. The Gallery Bookkeeper shall pay members for the sale of their artwork, less commissions and charges, during the first half of the month following previous month's sales.
3. Garden Artists shall owe the Gallery a commission of forty percent (40%) of the gross proceeds from the sale of their artwork displayed, which shall be deducted from the Garden Artist's disbursement check issued by the Gallery in the first half of the month following the sale. For artwork commissioned by clients contacted through the Gallery, a commission of ten percent (10%) of the gross proceeds will be paid directly to the Gallery within thirty (30) days of receipt of gross proceeds.
4. The number of pieces displayed shall be subject to space limitations and the discretion of the Garden Art Committee. Once space is assigned, the Garden Artist must maintain adequate inventory.
5. By signing below, the Garden Artist consents to having the Gallery determine the final location of displays, numbers of pieces displayed, and the arrangement of artwork in order to promote the overall look and benefit of the Gallery.
6. Garden Artists are required to maintain current contact and biographic information. The Gallery will use this contact information for all contacts and notices to the member.
7. Each Garden Artist can only display his or her own original artwork at the Gallery. When displaying artwork, the Garden Artist is required to legibly state the sale price (which is considered to be the minimum sales price and maximum value of the artwork), and his/her identifier letters onto each piece of artwork unless impractical (when a legible sign with the same information will be placed adjacent to the artwork). Failure to do so could mean the loss of a sale. Each Garden Artist must also enter each piece of artwork into the Gallery's inventory records supplied forms. All information required to be provided under this section is incorporated into this Agreement by reference.
8. Any artwork not removed within twenty (20) days of the Gallery's request for removal is deemed abandoned and can be donated to a charity of the Gallery's choosing.
9. The Gallery garden and garden shed are a fenced outdoor facility, not monitored during closed hours or heavily locked. Garden Artists and applicants are responsible to insure their artwork. Although the Gallery has business insurance, it does not insure the contents of outdoor areas of the Gallery nor does it have insurance for damage, loss or injury to members.
10. All members will treat one another, customers, and others involved in the enterprise with mutual respect and courtesy at all times.
11. Resignation will require a signed statement of resignation and will be made to the Garden Artist Coordinator.

12. Failure to complete the items agreed to or to sign this Agreement can result in revocation of Garden Artist membership.
13. This Agreement supersedes and replaces any prior Garden Artist Membership Agreement between the parties.
14. BY SIGNING BELOW, THE SIGNATORY AGREES TO THE FULLEST EXTENT ALLOWED UNDER THE LAW TO RELEASE AND HOLD HARMLESS THE GALLERY AND ITS MEMBERS (OF ALL CLASSES), DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS FOR ANY LIABILITY, DAMAGE, LOSS OR CLAIM OF ANY KIND, KNOWN OR UNKNOWN, THAT OCCURS IN CONNECTION WITH, OR ARISES OUT OF, THE USE OF THE GALLERY.
15. If any part or aspect of this Agreement is held to be unenforceable as written, the balance of this Agreement shall be enforced to the maximum extent allowed by applicable law.

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

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

*Port Townsend Gallery is committed to encouraging artists to join our member organization without regard to their race, gender, color, religion, sexual orientation, national origin, age or physical disability. Revised 2/2015.*