



MEMBER CONTRACT

139 East Fourth Avenue
Mount Dora, FL 32757
www.artisansofmtdora.com
art@artisansofmtdora.com
(352) 406-1000

Member Contract

Artisans of Mount Dora, Inc. dba “Artisans”, enters into this agreement with the below-signed individual Artist. Artisans agrees to enter into a contract with an individual Artist, as an Associate or a Consignor (as indicated below), subject to the following terms and conditions:

1. **Governing Policies and Guidelines**: All Artists shall be governed by and abide by the **Bylaws, Governance Policies of Artisans of Mount Dora, Inc.**, and all **Guidelines and Standards** applicable to Artisans’ members. These are hereby made a part of this contract by reference. A copy of each is always available on the www.artisansofmtdora.com website. You are responsible for reviewing and abiding by all of them.
2. **Artwork**: Refer to the documents listed above for policies regarding artwork. The Jury Committee has juried-in the artwork you presented. If you wish to add another type of medium, product or substrate, the Jury Committee must also approve that. Complete an ‘Application for New Type Medium-Product-Substrate’ when submitting new artwork. Artists must meet the quality standards in the ‘Workmanship Standards’ and the ‘Jury Committee Guidelines’. Artisans provides jewelry cabinets, shelves, lighting, artists name signs and wall space. All other display items and jewelry packaging (boxes/pouches) are the responsibility of the individual Artist. Artist’s artwork cannot be for sale at any other retail establishment in downtown Mount Dora, Florida. Artists may exhibit and sell in time limited (maximum 6-weeks) shows in downtown Mount Dora, Florida.
3. **Participation as an Individual Artist**: Members shall contract and participate as an individual Artist, as defined in Section 1. of the **Governance Policies**, and not as a partnership, Limited Liability Corporation, corporation or other business associate. Should an Artist have ownership interest in a business association, as a courtesy, Artisans’ commission checks can be issued in the name of one artist DBA the name of the business entity.
4. **Publicity**: Artisans’ has the final approval concerning any printed materials, verbiage or visual images pertaining to artwork displayed in the shop. Artists herein gives Artisans’ permission to use images of their artwork to advertise Artisans. Artist may provide photographs of artwork for use by Artisans, but that copy becomes Artisans’ property. Any photographs taken by Photographer Associated, for publicity purposes, are the property of Artisans and are accessible only by the Publicity Committee.

5. **Display:** All displays must meet the “Workmanship Standards”. Artisans reserve the right to determine final selection, number of pieces to be displayed, and/or placement of artwork in the shop or at outside exhibits. Each item displayed on the wall must have a typed wall card describing the piece, and a price tag on the back. A second wall card, with a price tag shall be affixed to the back of the artwork. The Consignor Liaison will assist the consignors in the making of the wall cards.
6. **Discounts:** Artist agrees to participate in any store-wide discount programs that are Board approved. As a member of Artisans, you will receive 10% off all purchases, including classes (if discount code is entered at online registration) at Artisans. Only one discount at a time will be honored. For example, an Artist has an “artist” discount/promotion of 45% on her jewelry for the month of May. You may take the 45% discount OR the 10% discount but NOT both.
7. **Outside Exhibits:** Artisans’ may present at an exhibit or sale at an outside venue, from time to time. Artist agrees to participate in all exhibits and sales by providing artwork.
8. **Checks:** *Commission* checks will be mailed to Artist and should arrive before the 15th of the month. Zelle payments may also be used. Checks must be cashed or deposited within 90-days of the issue date. If a check needs to be reissued, Artist is responsible for paying the “Stop Payment” fee that the bank charges Artisans.
9. **Shipping:** Artist consents to having artwork shipped at customer’s expense.
10. **Contact Information:** Artists are responsible for keeping Artisans informed of any changes in contact information by emailing the Scheduling Coordinator and Treasure. Artisans uses email exclusively to communicate with Artists. Artists must have an email address that they access at least daily.
11. **Breach of Contract:** The causes for expulsion and contract cancellation are outlined in the **Governance Policies**, as well as procedures to be followed in case of Breach of Contract.
12. **Contract Start Date:** For new members, when you submit a signed contract, W-9, and fees between the 1st and 15th of a month, you will have a contract that starts the 1st of the next month. When you submit a signed contract, W-9, and fees between the 16th and the end of the month, you will have a contract that starts the 15th of the next month.
13. **Work Schedule (Associates Only):** Each Associate must commit to work in the store 4-shifts per month, i.e., 24-shifts during the 6-month term. A shift is 3 to 6-hours. The number of shifts required can be more than this depending upon the number of Associates on the roster and the

stores requirements. Shifts are approximately half a day, but an artist may sign-up for two shifts in the same day. If any Associate plans on being unable to work for 30-days or more, they must notify the Scheduling Coordinator at least 2-months in advance, if possible. The Scheduling Coordinator will insure there are enough Associates to cover the absence. If there are not enough, the Board will be notified and take appropriate action to staff the store. Associates must use ‘SignUpGenius’ to schedule workdays. The Scheduling Coordinator will inform you when the schedule is available to sign-up. After you sign-up for a work date, you are responsible for finding a replacement if you cannot work a scheduled day. If you are a new member the Scheduling Coordinator will be contacting you and training you on how to use the ‘SignUpGenius’.

14. **Featured Artist:** When you are featured in the front window, you are required to submit artwork to the Window Display Coordinator for your display and remove it promptly on the scheduled dates. *All artwork must have a price tag from the Inventory Point of Sale.* The Artisans calendar is posted on the website.
15. **Appointments (Consignors Only):** You must have an appointment with the Consignor Liaison: Becky Owen, 828-450-1180 or jrebecca49@gmail.com, to bring in or pick-up artwork. You must enter your inventory on the *Inventory Entry Form* on the Artisans’ website Member Login Portal. Directions for inventory are found with the *Inventory Entry Form*.
16. **No Sales (Consignors Only):** After 3-non-consecutive months of no sales, mentoring will be offered to help Consignor with future sales. If your total combined sales for the six-month period equal less than \$1000 your contract will not be renewed.
17. **Hold Harmless:** I give explicit permission for my artwork to be displayed at Artisans and any outside venue chosen by Artisans. I hereby release and hold harmless Artisans, its officers and associates from all manner of actions, damages, or claims arising from the loss or damage to my artwork while at Artisans. I am the sole legal owner of all rights, title and interest in my artwork. I do not and will not infringe on or violate the rights of any other party, including any copyright interests. I agree to indemnify, defend, and hold Artisans harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorney’s fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the display of my artwork. If there are any inconsistencies between this document and the **Governance Policies**, the **Governance Policies** shall prevail.

18. **Usage Fees and Commission:** As a member, I agree to pay the non-refundable fees and commissions listed below. These fees are used for operating expenses. I will either leave my payment in the Treasurer's mailbox at the store or mail my payment to Artisans Treasurer at 139 East 4th Avenue, Mount Dora, Florida 32757. Artisans agrees to act as agent of sale for member. Artisans will deduct the commission stated below on all artworks sold at Artisans, including commissions obtained because a customer saw artwork at Artisans, on our website and/or social media. The checks shall equal the amount for which the artwork was sold, less commission, Artist discounts, delinquent fee and/or unpaid usage* fees/rent.

19. **Contract Renewal Fees:**

- a. All contract renewal fees for February are due on or before January 25th. Fees received after February 5th will incur a \$25.00 late fee. Non-payment of the contract fees by February 28th will find the artist in breach of contract and artwork will be removed from the store.
- b. All contract renewal fees for August are due on or before July 25th. Fees received after August 5th will incur a \$25.00 late fee. Non-payment of the contract fees by August 31st will find the artist in breach of contract and artwork will be removed from the store.

Cash, checks or Zelle payments are acceptable for fees. There is a 1% fee (\$4.00) associated with Zelle incoming payments. Members using Zelle to pay their associates/consignor fees should remit \$404.00. Please notify Treasurer if paying by Zelle.

Fees and Commissions		
Type of Member	Usage Fee for 6-Month*	Commission Withheld by Artisans
Associate	\$400 (cash or check) \$404 (Zelle)	30%
Consignor	\$400 (cash or check) \$404 (Zelle)	50%

Please, only return the last page to the Treasurer.

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20. **Acknowledgement:** By signing this contract, I acknowledge that I have read this document and all other referenced documents and agree to abide by them.

Circle One:

Term A: February 01 – July 31

Term B: August 01 – January 31

Associate Contract

Consignor

Artist Name, as it appears on your W-9 form: _____
Print, legibly please

Three Letter Initials: _____

Social Security Number (new members – tax reporting): _____

Address: _____

Cell Phone Number: _____

Home Phone Number: _____

Email Address (Required): _____

Emergency Contact Person's Name and Phone Number: _____

How do you wish to be paid? Circle one: Paper Check Zelle

New Member: Attach your W-9 Form to this contract.

Signature of Artist:

Date:

For Artisans:

Date entered into QuickBooks: _____ Check Number: _____