



GOVERNANCE POLICIES OF ARTISANS OF MOUNT DORA, INC.

ABSTRACT

These policies are adopted by Artisans of Mount Dora, Inc. dba Artisans to govern the operations of the Corporation.

Revised March 6, 2023

GOVERNANCE POLICIES OF ARTISANS OF MOUNT DORA INC.

These policies are adopted by the Board of Directors of Artisans of Mount Dora, Inc., d/b/a “Artisans,” to govern the operations of the “Artisans” cooperative, Mount Dora, Florida, aka “Artisans.”

1. Definitions of “Artist”, “Associate”, “Consignor”, and “Volunteer”:

- a. An “Artist” is an individual creator of a work of fine art. If multiple artists collaborate, the person who conceived of the original design from which the artwork was made. (Rev. 3/6/23)
- b. An “Associate” shall be defined as a participating artist whose work has been vetted through a jury decision by committee, with all dues and fees paid as specified in her/his current contract.
- c. A “Consignor” shall be defined as a non-participating artist whose work has been vetted through a jury decision by committee, with all dues and fees paid as specified in her/his current contract.
- d. A “Volunteer” shall be defined as a person who does not have items for sale at Artisans but has an interest in the success of Artisans. A Volunteer may help in the shop doing anything except using the cash register and handling money unless they have been specially trained to do so. (Rev 3/23/20)

2. Responsibilities of the Artisans Committees:

- a. Job Descriptions for the Board of Directors, Officers and each Committee can be found on the www.artisansofmtdora.com website on the “Member Login” page. These must always be kept current.

3. The Financial Policies and Procedures of “Artisans”:

- a. Contracts – The Board shall authorize any officer to enter into any contract or execute and deliver any instrument in the name of, or on behalf of, Artisans.
- b. Checks, Drafts, etc. - All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness shall be issued in the name of Artisans of Mount Dora, Inc., and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and may be countersigned by the President, Vice President, Co-Treasurer or Secretary.
- c. Deposits - All funds of Artisans shall be deposited in a timely manner into the account(s) of Artisans in such banks, trust companies or other depositories as the Board may select.
- d. Gifts - The Board may accept on behalf of Artisans any contribution, gift, bequest, donation, grant or devise for the general purpose or any special purpose of Artisans.
- e. Expenditures – The preferred procedure for making payment for Artisans approved purchases is by a check drawn on Artisans’ bank account or by

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Artisans' Debit or Credit Card. When it is necessary for a committee chair or committee member to buy items and/or services out of their own funds, which have been budgeted and Board approved, the payer will be reimbursed upon submitting the proper Request for Reimbursement and Expense Report form with receipts. All committee chairs and committee members are authorized for reimbursement up to \$50 per event. If the Artisans' debit or credit card is used for Board approved purchases, the Request for Reimbursement and Expense Report form must be completed, signed, and submitted to the Treasurer with receipts. Any expense of more than \$50 must be approved in writing by the Board prior to the expense, except the limit for supplies is \$100. (Rev. 8/21)

- f. Application Fees: All applicants for Associate and Consignor membership in Artisans must pay an application fee, in an amount to be determined by the Board of Directors, beginning February 1, 2019, unless waived by the Board of Directors.

4. Location of Office and Documents for "Artisans":

- a. Office - The "office" of Artisans shall be in the file cabinet and storage area at 139 E. Fourth Avenue, Mount Dora, Florida 32757.
- b. Required Current Documents – Documents related to the current fiscal year shall be kept in the filing cabinet at the office of Artisans. These shall consist of, but not be limited to: Original Articles of Incorporation, Corporate Annual Reports, Bylaws, Governance Policies, 501(c)(3) documentation, all financial records, Income Tax filings, Sales Tax filings, Licenses and Permits, Fictitious Name Filings, Tax Exempt Certificates, Board and Associate Meeting Minutes, documents regarding expulsion of an Associate or Consignor, and all approved and denied Associate and Consignor Applications.
- c. Required Non-Current Documents – Required documents, which do not relate to the current fiscal year, are stored in a storage area at 139 E. Fourth Avenue in Mount Dora, Florida.

5. Work-related Policies and Procedures for Associates:

- a. Active Associates must fulfill required hours to staff Artisans as specified in the current contract.
 - 1) Associates must be available to work every month during the year. All members must be available to replace products every month of the year, as needed. (Rev. 1/18/22)
 - 2) Each Associate shall commit to work at Artisans during the time specified in their contract during the 6-month contract period. The work schedule shall be established by the Scheduling Committee.
 - 3) Associates shall work a specified number of shifts per month based on the total number of Associates actively assigned to work. The number of hours to

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be worked and the number of shifts will be determined by the Board based upon the number of Associates on the roster.

- 4) If an Associate is unable to work on a scheduled day, it is incumbent upon the Associate to secure a replacement person from the current Artisans roster of Associates and to update SignUpGenius.
- 5) 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 Scheduler will insure there are enough Associates to cover the absence. If there are not enough, the Board will be notified and will take appropriate action to staff the shop. (Added 1/18/21)
- 6) If any Associate is a “no show “for her/his shift, there will be a warning issued by the Scheduling Chair with a copy to the Board. The second time a failure to show occurs, the Breach of Contract process, as defined herein, will be followed.

6. Consignors (Rev. 10/17/22)

- a. The maximum number of Consignors at Artisans shall be 12. Consignors shall be phased out, in favor of adding more Associates when there are vacancies.

7. The Artisans’ Shopify Store: (Rev. 1/18/22)

- a. Members of Artisans must participate in selling all artwork on the Artisans’ online Shopify Store.

8. Terms of Associates and Consignors Contracts with Artisans:

- a. Associates and Consignors shall agree that Artisans shall withhold a percentage of all sales. The percentage shall be specified in the contract.
- b. Any commissioned artwork that is sold because of a customer seeing an item at Artisans, on the website, social media or in the online store must be run through the Artisans’ Point-of-Sale system and will be charged the same percentage as specified in the contract. (Rev. 8/7/20)
- c. Associates and Consignors shall agree that store-wide “sales/discount” promotions at Artisans shall be at the discretion of the Board.
- d. The contract terms shall be reviewed by the Board three months before renewal to determine whether financial provisions continue to cover costs and expenses of the Corporation
- e. Board shall send notification to Associates and Consignors one month before renewal period if there are any changes to the previous six (6) month contract.
- f. Payment for sales shall be calculated at the beginning of each month and checks shall be written to the Associates and Consignors for the preceding month. All efforts shall be made to have the checks available by the tenth (10th) of the month. The checks shall equal the amount for which the artwork was sold,

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less commission, fines, Artist discounts, delinquent fee and/or unpaid usage fees/rent. (Rev. 1/18/22)

- g. Associates and Consignors shall agree to abide by their respective contracts.
- h. Associates and Consignors shall have access through the website to the following documents and shall abide by the terms of these documents:
 - 1) **Bylaws**
 - 2) **Governance Policies**
 - 3) **Display Committee Guidelines**
 - 4) **Jury Committee Guidelines**
 - 5) **Featured Artist Guidelines**
 - 6) **Inventory Committee Guidelines**
 - 7) **Workmanship Standards Guidelines**
 - 8) **Other Guidelines and Documents**
 - 9) **Member Artwork Information Worksheets**
- i. Associates shall actively participate and fulfill their committee obligations by serving on at least one committee and/or serve on the Board of Directors.
- j. Associates and Consignors shall exhibit only their own artwork. Associates and Consignors can exhibit originals, prints, copies, giclée's, or other reproductive forms of their own work.
- k. Artist's artwork must be a unique, original design that is entirely assembled by the artist. All work must meet the **Workmanship Standards**.
- l. Associates and Consignors display space shall be assigned by the Display Committee.
- m. Associates and Consignors are entitled to equitably assigned display space and agree to abide by the space allocation, and categories (i.e., wall artist, shelf artist, jeweler etc.) established by Artisans and described in the Display Guidelines and Rotation Plan.
- n. Members shall contract and participate as an Artist, as defined in Section 1, 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. (Rev. 3/6/23)
- o. Associates shall be available for other responsibilities necessary to the operations of Artisans.
- p. Member work cannot be for sale daily at any other retail establishment in downtown Mount Dora, FL. Members may sell in Mount Dora during city-wide events and festivals. (Rev. 1/7/20, 1/18/22)
- q. Associates and Consignors will be notified through email by a Committee Chair if artwork is not the same type as was approved by the Jury Committee. The notice shall state that non-complying artwork must be removed from Artisans within seven (7) days of the date of the notice. If the artwork has not been

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removed from Artisans within the seven (7) day period, the Board will be notified by email to start Breach of Contract procedures.

- r. All monetary transactions with customers at Artisans must be run through the Point-of-Sale or the Shopify Store system. If work is done as a custom order or commissioned work, it can be delivered to the customer at Artisans only if payment is managed through the Point-of-Sale system. Pre-paid items may be picked up at Artisans only if they have a copy of the Artisans receipt attached.
- s. Any photographs taken by Photographer Associates, for publicity purposes, are the property of Artisans and are accessible only by the Publicity Committee.
- t. Associates must attend a minimum of 50% (fifty percent) of the scheduled Associates Meetings. An Associate may request to be excused from a meeting by contacting the President. The Board shall determine what constitutes an excused absence. (Rev. 11/15/17)
- u. Per the Bylaws, "Board of Directors members, except for the Board Member Emeritus, shall be terminated from the Board due to more than two unexcused absences from Board meetings in a one-year period." Between scheduled meetings, the members of the Board may have to vote by email on motions, to conduct the business of the Corporation. Board of Directors members must vote on at least 75% (seventy-five percent) of the requested email motions. (Rev. 1/25/19).
- v. Members in good standing will be given a 10% discount on each entire purchase from Artisans.

9. *Medical Leave for Associates of Artisans:*

- a. Medical Leave - When an Associate is unable to fulfill her/his membership requirements due to health reasons, the Associate may make a written request for medical leave to the Board.
- b. While an Associate is under an approved medical leave, the Associate may choose one of the following: (1) temporary removal of all artworks from Artisans and a proration of paid fees; or (2) continuation of placement of artwork in Artisans with responsibility for coverage of her/his work shifted by other willing Associates.
- c. Upon returning from an approved medical leave of absence, the Associate shall schedule their return during the next bi-annual renewal period (Feb. or Aug.) If Space is not available in their category, the associate will be given priority and placed on a waitlist until there is an opening.
- d. All approved medical leaves shall be reviewed by the Board every three months and Associates shall be required to advise in writing their medical status two weeks prior to the review time to the Board. In no case shall medical leave be extended beyond one year's time.

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10. Resignation from Artisans:

- a. Associates and Consignors may resign from her/his contract after having notified the Board in writing and giving a **thirty-day notice**.
- b. There will be no refund or credits of fees paid for shortened contracts.
- c. After one full year from the initial date of resignation, a former Associate or Consignor may request in writing to the Board to return to Artisans at the next contract renewal cycle. The Board can accept or refuse a former Associate's or Consignor's request to return, without stating its reason.
- d. A returning Associate or Consignor must be juried-in again, sign the current contract, pay all applicable fees.
- e. This resignation option may only be used one time for both an Associate and a Consignor.
- f. There will be no refund on fees already paid.

11. Change in Status from Associate to Consignor or Consignor to Associate: (Rev. 10/21/19)

- a. Current Associates Who Wish to Become a Consignor:
 - 1) must fulfill their current contract, unless the Board approves a mid-contract status change,
 - 2) must complete an application form,
 - 3) must occupy available Consignor space,
 - 4) may become a Consignor without being put on a Wait List if there is space available.
 - 5) There will be no refund of fees previously paid. The Commission rate will change at the beginning of the next month after the status change.
- b. Current Consignors Who Wish to Become an Associate:
 - 1) must fulfill their current contract, unless the Board approves a mid-contract status change,
 - 2) must complete an application form,
 - 3) must occupy assigned space,
 - 4) may become an Associate without being put on a Wait List, if there is space available,
 - 5) Additional fees must be paid prior to the status being changed. The Commission rate will change at the beginning of the next month after the status change.

12. Wait Lists:

- a. When there is a Wait List to be a Consignor or an Associate, the artist will be moved into the Consignor or Associate position, when space is available, based on the type of medium needed at the time and the type of space available.

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b. The Board of Directors shall make this determination. (Rev. 10/21/19)

13. Breach of Contract:

An Associate's or Consignor's breach of contract can result in expulsion and Artisans' contract cancellation. Expulsion and contract cancellation require a majority vote of the full Board.

a. Causes for expulsion by the Board include the following for an Associate:

- 1) Failure to meet financial obligations
- 2) Failure to comply with contract terms or the Artisans Governance Policies.
- 3) Failure to attend two (2) quarterly Associates meetings in a calendar year.
- 4) A Board of Directors member, except for the Board Member Emeritus, fails to comply with the Board meeting attendance requirements in the Bylaws or vote on at least 75% (seventy-five percent) of the requested email motions.
- 5) Failure to open, close, be present or attend designated and committed scheduled work times at the shop.
- 6) Failure to meet committee commitment(s).
- 7) Misappropriation of funds or supplies.
- 8) Personal use of Artisan's supplies or equipment.
- 9) Failure to follow non-discrimination policies which are that no Associate or Consignor shall discriminate or be discriminated against based on race, creed, religion, sex, color, age, disability, or sexual orientation.
- 10) Performing any act that might negatively impact on the professional image of Artisans.

b. Causes for expulsion by the Board include the following for a Consignor:

- 1) Failure to meet financial obligations.
- 2) Failure to comply with contract terms or Artisans Governance Policies.
- 3) Failure to follow non-discrimination policies which are that no Associate or Consignor shall discriminate or be discriminated against based on race, creed, religion, sex, color, age, disability, or sexual orientation.
- 4) **Failure to have any in-store sales during a consecutive six (6) month period, at the discretion of the Board of Directors.** (Revised 10/17/22).
- 5) Failure to remove artwork that has not been juried-in or to display artwork that has not been made by the artist.
- 6) Performing any act that might negatively impact on the professional image of Artisans.

c. When most of the Board determines that a contract must be cancelled:

- 1) A written Warning Notice shall be emailed from the President to the Associate or Consignor informing them of the contract cancellation.
- 2) They will be given seven (7) days from the date of the Warning Notice to resolve the issue.

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- 3) If the issue is not resolved, a written Final Notice from the President will be emailed stating that the contract is revoked immediately, and the Associate or Consignor must remove all artwork within seven (7) days from the date of the Final Notice.
- 4) The Final Notice shall also state that if artwork is not removed from Artisans within thirty (30) days, it will become the property of Artisans.
- 5) There will be no refund of fees already paid.
- 6) In the case of a Consignor not selling any item in a 6-month period, Board approval is not required. An emailed notice shall be sent by the President to the Consignor with a copy to each Board member and the Consignor Coordinator. (Rev. 1/18/22)

14. Mentorship

- a. To ensure that artists are selling their artwork, all artists will be offered a mentor (of their choice) to help them with sales when they have had three (3) months with no sales. (Added 5/3/22)

15. Conduct of all Meetings of the Corporation and Conflicts of Law:

- a. All official meetings of the Corporation, including Board and committee meetings, shall be conducted pursuant to *Robert's Rules of Order - Simplified*.
- b. The Governance policies, established herein, are to be interpreted under Florida law and shall defer to the Articles of Incorporation and the Bylaws in that order in case of conflict.

16. Volunteers: (Amended 4/21/21)

- a. Volunteers are required to complete an application, which will be reviewed and approved by the Board of Directors. There will be no fee charged to volunteers.
- b. Volunteers must adhere to the same Code of Conduct that Associates do.
- c. Volunteers in good standing will be given a 10% discount on each entire purchase from Artisans.
- d. Volunteers shall not discriminate or be discriminated against based on race, creed, religion, sex, color, age, disability, or sexual orientation.
- e. They are prohibited from performing any act that might negatively impact on the professional image of Artisans.
- f. They may not use Artisans' supplies or equipment for personal use.
- g. A Volunteer will not be given the code to the door and must always have an Associate present when they are volunteering at Artisans.

ADOPTED January 5, 2011, by the Board of Directors.

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CERTIFIED January 5, 2011, by /s/ Secretary

REVISED July 12, 2014, by the Board of Directors

CERTIFIED July 12, 2014, by /s/ Secretary

REVISED July 12, 2014, by the Board of Directors

CERTIFIED July 12, 2014, by /s/ Secretary

REVISED October 2016 by the Board of Directors

CERTIFIED October 2016 by /s/ Secretary

REVISED June 20, 2017, by the Board of Directors

CERTIFIED June 20, 2017, by /s/ Steve Sailors, Secretary

REVISED November 15, 2017, by the Board of Directors

CERTIFIED November 15, 2017, by /s/ Steve Sailors, Secretary

REVISED March 17, 2018, by the Board of Directors

CERTIFIED March 17, 2018, by /s/ Steve Sailors, Secretary

REVISED January 25, 2019, by the Board of Directors

CERTIFIED January 25, 2019, by /s/ Anne Bulmer, Secretary

REVISED October 21, 2019, by the Board of Directors

CERTIFIED October 21, 2019, by /s/ Anne Bulmer, Secretary

REVISED October 27, 2019, by the Board of Directors

CERTIFIED October 27, 2019, by /s/ Gwen Hertz, Acting Secretary

REVISED January 27, 2020, by the Board of Directors

CERTIFIED January 27, 2020, by /s/ Gwen Hertz, Secretary

REVISED February 8, 2020, by the Board of Directors

CERTIFIED February 8, 2020, by /s/ Gwen Hertz, Secretary

REVISED March 23, 2020, by the Board of Directors

CERTIFIED March 23, 2020, by /s/ Gwen Hertz, Secretary

REVISED March 29, 2020, by the Board of Directors

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CERTIFIED March 29, 2020, by /s/ Gwen Hertz, Secretary

REVISED August 7, 2020, by the Board of Directors
CERTIFIED August 7, 2020, by /s/ Gwen Hertz, Secretary

REVISED January 18, 2021, by the Board of Directors
CERTIFIED January 18, 2021, by /s/ Ann Coker, Secretary

REVISED April 21, 2021, by the Board of Directors
CERTIFIED April 21, 2021, by /s/ Ann Coker, Secretary

REVISED May 24, 2021, by the Board of Directors
CERTIFIED May 24, 2021, by /s/ Ann Coker, Secretary

REVISED August 2, 2021, by the Board of Directors
CERTIFIED August 2, 2021, by /s/ Gwen Hertz, Secretary

REVISED January 18, 2022, by the Board of Directors
CERTIFIED January 18, 2022, by /s/ Susan Kirby, Secretary

REVISED May 3, 2022, by the Board of Directors
CERTIFIED May 3, 2022, by /s/ Susan Kirby, Secretary

REVISED October 17, 2022, by the Board of Directors
CERTIFIED October 17, 2022, by /s/ Susan Kirby, Secretary

REVISED March 6, 2023, by the Board of Directors
CERTIFIED March 6, 2023, by /s/ Susan Kirby, Secretary

Note: Signature Demonstration Symbol /s/ indicates that the original document (if any) was signed by the Secretary.