



MEMBER CONTRACT

139 E 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 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 form of medium, the Jury Committee must also approve that. Complete an "Application for New Type of Medium-Product or Substrate" when submitting new artwork. Artists shall exhibit only their own artwork. Artist's artwork must meet the quality standards in the "**Workmanship Standards**" and the "Jury Committee Guidelines". Artisans provides jewelry cabinets, shelves, lighting, artist name signs and wall space. All other display items and jewelry boxes/bags are the responsibility of the individual Artist. Artist's artwork cannot be for sale at any other retail establishment in downtown Mount Dora, FL.
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. Artist 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 Associates, 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 reserves 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 sticker on the back. The Consignor Coordinator will make these for Consignors. Member assigned locations rotate approx. every 3 months. Wall artists are required to purchase special holders for prints.
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.
7. **Outside Exhibits:** Artisans may present 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. **Inventory:** Each item for sale at Artisans must be entered in the Artisans’ computer system and have a computer-generated price sticker. An “Inventory Entry Form” must be completed by Artist to have items entered into the system. This applies to everything except items that are on the online store.
9. **Checks:** Checks will be mailed to Artist and should arrive before the 10th of the month. 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.
10. **Insurance:** Artisans does not provide any type of insurance for artwork displayed at Artisans or at an Artisans sponsored outside exhibit.
11. **Shipping:** Artist consents to having artwork shipped at customer’s expense.
12. **Contact Information:** Artists are responsible for keeping Artisans informed of any changes in contact information by emailing the Scheduling Coordinator and Treasurer. Artisans uses email exclusively to communicate with Artists. Artists must have an email address that they access at least **daily**.
13. **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.
14. **Contract Start Date:** For new members, if 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. If you submit a signed contract, W-9, and fees between the 16th

and end of a month, you will have a contract that starts on the 15th of the next month.

- 14. 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 shop requirements. Shifts are approx. half a day, but you 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 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.

Associates must use SignUpGenius to schedule workdays. The Scheduling Committee will inform you when the schedule is available for sign-ups. After you sign up for a work date, you are responsible for finding a replacement if you cannot work on a scheduled day. If you are a new member, the Scheduling Committee will be contacting you and train you on how to use SignUpGenius.

- 15. Featured Artist:** You are required to setup your window display and take it down promptly on the scheduled dates in the Artisans Calendar. The Artisans Calendar is posted on the website.

- 16. Appointments (Consignors Only):** You must have an appointment with one of the Consignor Coordinators: Debra Ham, Brenda Pate or Elisabeth Ferber. Debra Ham at (352) 223-6060 dham32@comcast.net. Elisabeth Ferber at eferber@hotmail.com (407) 232-4109 or Brenda Pate at artsygolfer05@gmail.com (843) 540-3832 to make any changes in your inventory and to bring in artwork or pick up artwork. You must prepare your own Inventory Entry Forms. (See "Inventory Committee Guidelines" on the website.)

- 17. No Sales (Consignors Only):** If you have no sales for six consecutive months, your contract will not be renewed at the end of the term. After three months without sales, all members will be offered mentoring to help with your sales.

- 18. 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.

20. **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 or mail my payment to Artisans Treasurer at 139 E 4th Ave, Mt. Dora, FL 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/social media or in the online Store. The checks shall equal the amount for which the artwork was sold, less commission, Artist discounts, delinquent fee and/or unpaid usage fees/rent.

*The Usage Fees listed below will be pro-rated by the Treasurer if you start at a date other than February 1 or August 1. **Only cash or checks are accepted for Fees.**

Fees and Commissions		
Type of Member	Usage Fee for 6 Months* Starting Feb. 1 or Aug. 1	Commission Withheld by Artisans
Associate	\$275	30%
Consignor	\$275	50%

Term: 2/1/23 – 7/31/23

ASSOCIATE Contract

CONSIGNOR Contract

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

Artist Name Printed as it Appears on W-9 Form _____

Three Letter Initials (Inventory purposes) _____

Social Security No. (New Members - for tax reporting) _____

Address _____

Cell Phone Number _____ Home Phone Number _____

Email Address (Required) _____

Signature of Artist _____

Date _____

Emergency Contact Person's Name and Phone Number _____

IF YOU ARE A NEW MEMBER, ATTACH W-9 FORM TO THIS CONTRACT

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Office Use Only

Date Entered in QB

Check No.