

(FULL) MEMBERSHIP AGREEMENT BETWEEN THE ARTIST LOFT GALLERY AND THE UNDERSIGNED ARTIST

Date _____ Artist _____

Artist phone no. _____ email _____

Mailing address _____

Agency: The Artist hereby appoints The Artist Loft Gallery as agent to sell the art work(s) described on the Inventory List(s) The Artist supplies to The Artist Loft Gallery for sale at the prices specified in the inventory and on the terms specified herein. The Artist represents and warrants that the undersigned is the creator of the work(s) and holds the exclusive rights to display, sell and reproduce the work(s.)

Period of Agreement: The Artist shall be a member of The Artist Loft Gallery upon acceptance according to the Artist Loft Gallery By-Laws Article II and payment of monthly dues. In addition, the Artist agrees to maintain membership for at least a period of 6 months from date of signing this agreement. The Artist Loft Gallery or The Artist may cancel this agreement with thirty (30) days written notice (after the initial 6 month period noted) according to The Artist Loft Gallery By-Laws Article IX and "Return/Retrieval of Consigned Works", below. In addition, the Artist consents to work monthly in behalf of the Gallery for the amount of time prescribed by the Artist Loft Board at the time this agreement is signed, subject to change. In addition, the Artist agrees to abide by the Member Responsibilities according to the The Artist Loft Gallery By-Laws Article III and agrees to be subject to The Artist Loft Gallery By-Laws Article IX.

Monthly Membership Dues: The Artist will remit to The Artist Loft Gallery, no later than the 3rd of the month, a monthly membership fee at the rate shown on the then current "Fees and Commission Rate Schedule," which the member will have signed. Fees are used to pay overhead expenses. In addition, each Member artist will pay a \$10 deposit for a set of door keys. Such deposit will be returned to the Member when Member or the Artist Loft Gallery cancels the agreement (see "Period of Agreement") and keys are returned to The Artist Loft Gallery. On a case by case basis, if the Member falls behind in dues payments, a hold will be placed on their commission payments (see next heading) until fees in arrears are paid up.

Commission: The Artist Loft Gallery agrees to offer for sale the work(s) consigned at the rate shown on the then current "Fees and Commission Rate Schedule," which the member will have signed. If the rate of commission is changed in future by The Artist Loft Gallery, The Artist will have the right, at such time, to cancel the Agreement. The Artist Loft Gallery agrees to remit, monthly, to The Artist the agreed selling price of the work(s) sold minus the specified commission. If said monthly amount due The Artist is less than ten (10) dollars, said amount will be held and paid in the next month the amount of accumulated selling price (less any commission) will exceed ten (10) dollars. The Artist and The Artist Loft Gallery agree that the sales price of the work(s) shall be stated on the Artist's Inventory List(s) unless The Artist has posted a lower price or discount in the gallery or on the item.

Excess Commission Rebate:

Funds collected by The Artist Loft Gallery from monthly artist fees paid by The Artist will be used for overhead. Funds from commissions will be used to pay any overhead costs not covered by Artist monthly fees, as well as any outstanding loans and liens. All excess commission fees remaining, as of date of dissolution of corporation, will be made available as an Excess Commission Rebate to Artists who have been Members since at least July 1 of that calendar year. The rebate will be paid by The Artist Loft Gallery no later than 30 days of final payment to creditors. (Those Artists who have become Members after July 1 of the calendar year will be ineligible for an Excess Commission Rebate.) For Artists who have been Members prior to July 1 of the calendar year, an Excess Commission Rebate will be payable as follows:

If an Excess Commission Rebate is declared, it will be equally divided by the total number of eligible members, with Full members receiving a full share and Half Members receiving a half share. Any eligible Artist who has been a Member for less than the full 12 months of the calendar year will receive a proportional share based on the total number of months of actual membership.

Return/Retrieval of Consigned Work(s): If, at any time, The Artist Loft Gallery or The Artist decides to unilaterally end this agreement (see "period of Agreement") The Artist or The Artist Loft Gallery will be notified in writing to this effect by U.S. Mail, The Artist Loft Gallery or The Artist furnishing official proof of delivery. At such time, The Artist will have thirty (30) days to remove all work(s) on The Artist's Inventory List(s.) It is the responsibility of The Artist to keep The Artist Loft Gallery apprised of any change in mailing address. Should the agreement be ended and The Artist's work(s) are not removed after the thirty (30) day period described herein, The Artist Loft Gallery (at The Artist's expense) shall have the option to pack, crate and ship to The Artist all work(s) remaining on The Inventory List. If The Artist cannot be reached or does not reply, The Artist Loft Gallery has the option, sixty (60) days after making written notification as described above, of making all work(s) on The Artist's Inventory List remaining with the gallery the property of The Artist Loft Gallery. At such time any payments due The Artist from The Artist Loft Gallery will be forfeited to The Artist Loft Gallery. The conditions of this clause also apply to the Excess Commission Rebate with the exception that the Rebate will not be payable until 12/31 of the calendar year, and that the current mailing address for The Artist will be on file.

Liability of The Artist Loft Gallery: The Artist Loft Gallery shall not be liable for the loss of or damage to the work(s) of The Artist while said work(s) are in the possession of The Artist Loft Gallery. It is recommended that The Artist maintain their own insurance on their works. The Artist Loft Gallery shall not be responsible for loss or damage to work(s) while they are in transit between The Artist and The Artist Loft Gallery, or while they are in storage as described in "Return/Retrieval of Consigned Work" stated herein.

Artist's Consent to Display: The Artist Loft Gallery must have The Artist's consent (proof of which is found on the Inventory List(s) for consent to any photographic reproduction of any kind.

Choice of Law: Any dispute under this agreement shall be governed by the laws of the state of Oregon and the Federal Copyright Act.

Paragraph Headings: Paragraph headings herein are used for convenience only and do not restrict the meaning of the paragraph to which they refer.

Entire Agreement: This agreement binds and benefits the parties hereto and their heirs, successors, personal representatives and assigns.

Binding Effect: This agreement may be modified only in writing and signed by all parties to the agreement.

This agreement is executed on this _____ day of _____, 20__

The Artist's Signature
Signature

Board Member of The Artist Loft Gallery