

# Alchemy: An Artists' Cooperative

## Artist Application

(Applications of potential new members are reviewed twice annually, please read the separate history and criteria materials before filling out this application, then drop it by Alchemy: An Artists' Cooperative at 320 Main St. so we can meet you!)

Name \_\_\_\_\_

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

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Two References with phone numbers (it is suggested no more than one reference be a member of Alchemy: An Artists' Cooperative.)

\_\_\_\_\_

\_\_\_\_\_

Medium(s) you would like to sell at Alchemy:

\_\_\_\_\_

\_\_\_\_\_

Other galleries, exhibitions, art fairs, or locations where you show, or have shown, your work: (not having an exhibition record does not disqualify you)

\_\_\_\_\_

\_\_\_\_\_

\*Attach a brief biography that would help Alchemy members learn more about you, your background and your work. Include what you feel you can bring to the co-op, such as marketing, sales, accounting, or other skills. Also, tell us about your goals, including what you hope to gain by becoming a member of Alchemy.

\*Please include with this application 5-10 images of recent work and include a list that indicates prices of the work. These could be on a CD or printed photographs or e-mailed to: [info@alchemyartistscoop.com](mailto:info@alchemyartistscoop.com). Applications without images will not be considered.

Thank you for your interest in Alchemy: An Artists' Cooperative.

# **Alchemy: An Artists' Cooperative**

## **Artist Contract / Criteria**

### ***{information for potential new artists/members}***

Alchemy: An Artists' Co-operative (Alchemy) is a cooperative gallery. There is no paid staff at Alchemy. This means the artist members share the responsibility for keeping Alchemy functioning and successful. Average sales for the first 6 months at Alchemy were \$3835/month. We are still building a customer base and public awareness and we believe our future is bright!

The benefits of Alchemy include:

- A convivial, cooperative work atmosphere
- Cost-sharing to cover expenses
- Time-sharing, working limited hours with considerable flexibility as to times worked
- Low cost—other than startup and regular rent, the artist gets 100% of the proceeds of sales, no commission
- An opportunity to build business skills and work with experienced artists

If you are accepted as an artist member, you will need to contribute to the gallery by:

- Working in Alchemy at least 12-16 hours/month (summer and holiday hours are longer)
- Serving on at least one of our committees (Display, Finance, Calendar Keeper, Secretary/Minutes, Meeting facilitator, Social Media/Website, marketing/advertising, policies and procedures)
- Paying monthly membership dues of \$60.00
- Paying a 5% commission on all sales
- Pay a one-time, non-refundable buy-in of \$300, which will be used for consumables and improvements to the coop.

#### **Artist Contract**

1. TERMS: Terms are for 6 months, beginning in January and July. If a new member is accepted between these times their contract will be prorated until the beginning of the next cycle.

A member may be terminated by a 75% vote of the Cooperative for non-compliance of this agreement and/or Alchemy: An Artists' Cooperative policies.

A member may be terminated by a 75% majority vote of the group as a whole as a “vote of no confidence” for being a divisive or destructive presence.

No member is exempt from any of the stated duties in this contract.

2. EXPENSES: The members ***are*** Alchemy and as such, each member is equally responsible for the organization. Alchemy agrees to pay out of the dues and other fees, operating expenses for the gallery including utilities, rent, advertising and other related expenses for the day-to-day operations of the gallery. If Alchemy takes out a loan, all members are liable. Loans will only be taken out by a 75% majority vote and we have no current plans to do so. If multiple artists drop out, rent and work requirements may increase for remaining members. As a group, we will make an effort not to allow this to happen

3. INSURANCE: Alchemy agrees to provide general liability through our parent organization, Lander Art Center. Artists are encouraged to provide their own theft/damage insurance through their own brokers. Alchemy will not be responsible for theft or damage. Artists should be notified of any breakage or damaged items ASAP.

4. COMMISSIONS: Alchemy shall receive no commission at this time but increases may occur subject to modification by the members. The Artist shall establish retail value of works.

5. SALES TAX: Alchemy will collect and pay the applicable State sales tax on works sold. The applicable tax as determined by the State will be added to the retail price established by the Artist. If an item is paid via credit card, our credit card processor (Square) charges a fee for their services which will come directly from the amount of the sold item(s).

As an LLC, Alchemy files a form 1065 and a schedule K-1, which will be provided to members to file their personal taxes.

6. PAYMENTS: Alchemy shall pay the Artist proceeds of sales due to the Artist by the 15th of the following month.

7. DUES, FEES, LATE FEE: Artist agrees to pay a one-time, non-refundable fee of **\$300-** and regular membership dues of \$60 each month as determined and subject to modification of the membership, based on expenses. Artists will be assessed a late fee of **\$15/day** if dues are not paid by the **fifth** of the month. Sales revenues will be applied toward last month's dues when an artist decides to terminate their membership and the last month's dues have not been paid. Members shall be assessed additional fees only by approval of the membership.

Any artist who does not pay dues within 30 days shall have their membership terminated.

8. DISPLAY, CONDITIONS: All active artist members shall have their work displayed in Alchemy, but not necessarily all works submitted. All work that requires special handling or packaging shall be submitted by the artist to the Display committee. The number of works selected will depend upon the size of work and available space. All work must be clearly

labeled using the Alchemy Title Card Template created by the artist and listed on the appropriate inventory sheets provided to members.

9. NEW MEDIA: Any new media an artist wishes to display must have the new work juried by the membership and accepted before it can be exhibited in the Gallery.

10. GALLERY STAFFING: Artist agrees to work the equivalent of 12 hours per month, 16 hours during summer hours. Work hours can be averaged over a two-month period to accommodate vacations and other schedule irregularities. If unable to fulfill scheduled time, arrangements must be made for a replacement by the member. If work is not done regularly a fee of \$15/hour will be assessed. Member will be notified after two months if they are short on hours, allowing them an additional month to correct the discrepancy. After that time the member will be invoiced for the remainder of hours at the end of the quarter. All members must serve on at least one committee.

11. MEETING ATTENDANCE: Artists are strongly encouraged to attend membership meetings.

12. STORAGE & UNCLAIMED WORK: Work submitted by the Artist but not exhibited shall be picked up in a timely manner.

13. RETURN POLICY: Alchemy does not accept returns. Each individual artist can negotiate returns or trades.

14. TIME PURCHASES (lay away): Lay away is to be handled by the individual artists.

15. SECURITY INTEREST. All works deposited by the Artist are property of the Artist until sold. Ownership of sold works shall pass directly to the buyer. The works shall not be subject to claims by the Gallery's creditors.

16. COPYRIGHT: The Gallery staff shall take all reasonable steps necessary to ensure that exhibited works in the Gallery will not be reproduced in any fashion. (No photographs.) Artist does not forfeit copyright of artwork.

17. MODIFICATIONS: The membership of Alchemy reserves the right to change the terms of this contract upon 30 days written notice. Changes made with 75% of membership in agreement.

18. TERMINATION OF MEMBERSHIP: Artist may terminate this agreement with 30 day written notice under emergency circumstances. If an artist gives 30-day notice of resignation, said artist must work their shifts for the 30 days after submission of resignation or provide coverage by other artists or volunteers.

19. GRIEVANCES: Any artist who has a grievance shall first try to resolve the grievance with the particular artist or committee. If they are still unable to solve the grievance then they may submit their grievance in writing to the Membership to discuss at their next meeting.

20. HOLD HARMLESS: Alchemy members shall not be liable for loss or damage to art works brought to the gallery for display or sale. Membership fees grant space only.

Please remember Alchemy is a work in progress; we are still working on these policies and procedures.

I have read and understand the above contractual stipulations.