

The Bridgton Art Guild / Gallery 302  
112 Main Street, P.O. Box 844, Bridgton, Maine 04009  
207-647-2787

## **ANNUAL CONTRACTURAL AGREEMENT GALLERY 302 -- EXHIBITING MEMBERSHIP**

### **GENERAL**

Articles of Agreement made this date set forth between the membership known as Gallery 302, and  
\_\_\_\_\_ referred to as Exhibiting Member.

Medium(s) for Exhibit as accepted by jury: \_\_\_\_\_

Gallery 302 provides a location and organization for juried artists to cooperatively display and sell works of art in the greater Bridgton Maine community. Gallery 302 and the Exhibiting Members agree to the following:

### **MEMBERSHIP FEE AND DUES**

1. Annual Membership is due to **the Bridgton Art Guild (BAG)** when an artist joins the Gallery and every year on July 1 as long as they remain a member of the Gallery.
2. As of February 2011, the artist has 3 choices:
  - a. **“Pay and Sit”**: This is the original system where the artist agrees to pay to Gallery 302 the sum of \$30.00 per month for three [3] months for a total of \$90.00 The \$90 fee is due 2 weeks prior to each quarter: Feb 1, May 1, Aug. 1, and Nov. 1. Semi-annual fee is \$180.00 and annual fee is \$360.00. In the event that Gallery 302 does not remain open due to an unforeseen event, a prorated amount will be returned to the artist. In addition, the artist will follow the working (sitting) obligation as described below.
  - b. **“Pay Only”**: An artist may choose to pay twice the fee and NOT work or “sit” the Gallery. This option is available if there is a corresponding artist who chooses to “Sit Only”.
  - c. **“Sit Only”**: An artist may choose to “sit” twice as often in lieu of paying the exhibition fee. This option is available only if there is a corresponding artist who chooses to “Pay Only”.
3. In addition to the \$30 payable to the Bridgton Art Guild for membership, **incoming artists** will pay \$1.00 per day for the remainder of the entry month and \$180 for the next six months (\$30 per month). After the six-month period, the same payment schedule as all other exhibiting artists will go into effect. If an incoming artist is unable to meet these financial requirements, the Board will consider an alternative payment plan.

### **DUTIES OF EXHIBITING MEMBER**

The Exhibiting Member agrees to be bound by the rules of operation and sales procedures of Gallery 302 as they presently exist or as they may hereinafter be amended, and certifies that he/she has read and is aware of the rules that presently govern the operation of Gallery 302.

### **“SITTING” or ATTENDING THE GALLERY**

The Exhibiting Member agrees to work without compensation the number of days necessary for the operation of Gallery 302, The dates on which the Exhibiting Member shall work are the responsibility of each Exhibiting Member to schedule and work the required number of days per month. The required number of days per month is determined by the number of gallery Exhibiting Members and the hours of operation as voted by the membership at any given time. The Member will also agree to “sit” the extra days required if their work is displayed in the Gift Shop.

**IF AN EXHIBITING MEMBER IS UNABLE TO FULFILL THE WORK OBLIGATION OR TO WORK SCHEDULED DAYS, IT IS HIS/HER RESPONSIBILITY TO ARRANGE FOR ANOTHER QUALIFIED MEMBER TO WORK IN THEIR PLACE.**

## **EXHIBIT GUIDELINES**

Artists are responsible for bringing in new works to update their assigned display area. Artists will include a framed biography/artists statement and business cards with their exhibit. The Artist must keep his/her space filled to 60% of the allotted area. If an artist removes art work for another show, replacement art must be hung so that Gallery 302 does not have "empty" spaces during open gallery hours. An Artist may not "sublet" their space. Artists must adhere to the exhibit guidelines in the gallery "Exhibiting Artist Information Packet."

## **RIGHTS OF EXHIBITING MEMBER**

In order to have the right to exhibit art in designated areas in the gallery, the Exhibiting Member must be in full compliance with the terms of this agreement and the rules of operation for Gallery 302 at all times. Retail value of works shall be established by the artist. The Exhibiting Member shall have the right to vote on each motion when present at the monthly General Meetings pursuant to the rules of the membership.

## **RIGHTS OF GALLERY 302**

For its service in selling the Exhibiting Members' works of art, Gallery 302 shall have the right to retain 20% of the sale price of any works of art sold. The Gallery shall also receive a 20% commission for work initiated through the Gallery. Gallery 302 assumes responsibility for payment of Maine State Sales Tax. Gallery 302 shall have the additional right to retain from any Exhibiting Member's share of funds derived from the sale of his/her work of art, any delinquent payment due for monthly membership, or any other sum due to Gallery 302 by reason of this agreement.

## **TERMINATION OF AGREEMENT**

Gallery 302 shall have the right to terminate an Exhibiting Member's interest for breach of this agreement and upon a vote of a simple majority of the Board. Conversely, the Exhibiting Member may terminate this agreement upon breach of the terms by Gallery 302. Any artist electing to leave the gallery prior to the end of the 6 month contract period will not be reimbursed. When she/he leaves, she/he may not return within one calendar year of departure date.

## **SETTLEMENT OF DISPUTES**

In case of a dispute arising directly or indirectly out of this agreement, the dispute will be resolved through binding arbitration.

## **LIMITS OF LIABILITY:**

The artist will not be held liable for any debts incurred by Gallery 302 or by the Bridgton Art Guild. The exhibiting Artist is responsible for his/her own insurance and agrees to "Hold Harmless" terms with the gallery.

*I have read and understand this contract, and I will abide by the foregoing agreement. EXECUTED IN DUPLICATE, one copy of which was delivered to and retained by the Exhibiting Member, on*

*this \_\_\_\_\_ day of \_\_\_\_\_.*

Contract in effect from \_\_\_\_\_ to \_\_\_\_\_.

Exhibiting Member : \_\_\_\_\_  
(signature)

Managing Member, Gallery 302 \_\_\_\_\_  
(signature)