

DAAS CO-OP Art Gallery & Gifts

Membership

Information, Application and Contract Agreement

Effective 04/01/2019

Thank you for your interest in DAAS CO-OP Art Gallery & Gifts. This information is for professional artists who are interested in becoming **active** members of our gallery. Membership is open to professional artists and fine-crafts persons living and working in southwest Florida and surrounding areas. Our gallery is artist-operated and focuses on the quality of artworks, unique inventory and exquisite presentations.

How this gallery works

This gallery is a member/cooperative space. Every member artist is involved in the day-to-day operations of the gallery from press, marketing, hanging, painting, replacing bulbs, gardening, dusting, cleaning, etc. What makes this gallery look amazingly attractive and most of all, successful, is the hard work, creativity, teamwork and resilience of **every** member. Active participation by **all members** is essential to the daily operations and sustainability of our gallery. Members are also responsible for working in the gallery at least two days a month. Do keep in mind that you may be the best promoter and seller of your work. Therefore, consistent and continuous presence in the gallery may result in more opportunities to promote and sell your own pieces.

During the working days, tasks such as handling inquiries, transactions, and basic daily duties are performed by the working artist(s). A monthly schedule, distributed in advance, appoints coverage during business hours. The business hours may change during season (October to April) and off-season (May to September). There is an established administrative committee, who is responsible for handling the accounting and taking care of the legal, financial and business matters of the gallery. In addition, the administrative committee handles all proposed changes that may affect performance, presentation, economics, finances and/or aesthetics of the gallery.

Eligibility

Fine artists or crafts persons residing in southwest Florida and surrounding areas are eligible to apply for membership. In addition, we display the works of other, non-member guest artists, in combination with member artists or during solo shows, monthly or under extended guest-artist agreements. We do this to enhance the gallery's recognition and to allow member artists to exhibit alongside other established/emerging artists and network. All the artwork must be original, recent, handmade, and different from other works in exhibit.

Getting In

Potential new members must submit a completed application along with a non-refundable fee of \$35 paid in the form of a check payable to DAAS CO-OP. There is no limit in the amount of images or information submitted with the application. The Administrative Committee will review all submissions and may request feedback from current members before making the final decision. Once the decision is made, the Administrative Committee will notify the applicant via email. If selected, the email notification will contain further instructions and effective day of membership.

The cost of the membership is as follows:

- \$75.00 per month for working artists (4 days a month)
- \$100 per month for working artists (2 days a month)
- \$225.00 per month for Non-working artist

NOTE: Payment of the membership is due every **first** day of the month.

What is the artists' commission?

- Member Working Artist commission is 80%, with a 20% to the gallery fund.
- Member Non-Working Artist commission is 80%, with a 20% to the gallery fund.
- **Non-Member** guest-artist commission is 60%, with 40% to the gallery fund.

Paying the Membership Dues

The preferred method of payment for membership dues is by check, payable to DAAS CO-OP.

A member of the Administrative Committee, who has been entrusted with Treasury responsibilities, will collect all the checks to tabulate and deposit into the gallery's account in or around the 6th day of the month. Artists who fail to submit their check payment by the 1st day of the month will be charged an additional 10% on the membership payment. This extra charge is NOT a penalty, but reimbursement to the gallery for the transaction fee incurred due to the manual use of the Point of Sale system.

Gallery Hours of Operation

Regular business hours are Tuesday to *Saturday, from 10:00am to 4:00pm.

Special Event hours are 6:00pm to 9:30pm, or otherwise coordinated.

*Depending on traffic, complex events or other activities, the gallery may remain open past 4:00pm, at the administration's discretion. Saturday shifts CAN be split between two members, and each term counts as a day worked.

During season months, the gallery may open some or all Sundays from 11:00am to 3:00pm.

Applicants for membership must submit the following:

- Completed application (enclosed)
- OPTIONAL: Resume/ bio, artist's statement or printed examples of their work (we recommend 6-10 images)
- Website link
- Sample Price List
- Two references (included in application)
- Non-refundable check payable to DAAS CO-OP in the amount of \$35

The application package can be emailed to info@daascoop.com or hand delivered to the gallery in a sealed manila envelope. If you prefer to mail the information, you can send it to:

David Acevedo / DAAS Application

10051 McGregor Blvd STE 202

Fort Myers, FL 33966.

Notifications of decisions are sent via email, usually within two weeks from submission.

Duration of Membership Contract

A membership agreement for a minimum duration of one year is required, under contract.

However, the Administrative Committee reserves the right to terminate any agreement due to, but not limited to the following reasons:

- Inappropriate/unprofessional behavior
- Failure to work your scheduled gallery shift
- Theft
- Customer complaint
- Poor artwork quality (artist will be given one opportunity to fix, redo, etc.)

Membership Contract Agreement “Opt-out” Options

In case something happens and you can no longer commit to your contract with DAAS CO-OP Art Gallery, the following options are available until your year contract date is met:

Option 1 – Member working artist can no longer work at the gallery, with plausible reason – will pay \$100/\$75 per month, leaving artwork inventory at gallery for sale under a 70/30% commission (70% paid to artist), until contract expires. Artist has the option to renew.

Option 2 - Member working artist can no longer work the gallery **or pay the monthly membership dues**, with plausible reason – will leave artwork inventory at gallery for sale under a 50/50% commission, until contract expires. There is no contract renewal possible under this option.

Option 3 – Member working artist can no longer work at the gallery, with plausible reason AND wants to remove all artwork inventory – will pay contract amount totaling the amount for all remaining months through membership expiration date. There is no contract renewal possible under this option.

Opt-out options must be approved by all members of the Administrative Committee in writing, before taking effect. Working member artists under contract agreement must meet and present

supporting documentation to the committee at least 3(three) months in advance, unless plausible situation outside of everyone's control prevents it.

What we ask of our members (working artists)

Membership in the DAAS CO-OP is a privilege and as such, it involves certain expectations and responsibilities. The gallery is a wonderful place to highlight and sell your work, but members must never forget that the expectations keep the business running. Working artist members must work their scheduled days, on a full shift. (A full shift is defined as: starting/opening at 10:00AM and ending/closing at 4:00PM, with a 30-minute lunch break, during season months; *unless splitting a Saturday shift or working Sundays.*) On the first Sunday of the month, we will open from 10:00AM to 3:00PM.

Every artist is responsible to find coverage or switch with another artist, whenever they are unable to be cover their scheduled day(s). Complying with scheduled shifts is the responsibility of each Working Member.

DISCLAIMER: Any Working Member who fails to show up for their shift will be fined \$50.00. This money will go to the gallery fund.

All members are encouraged to attend pre-scheduled, general meetings to stay informed on gallery business. In addition, members must participate in one or more gallery responsibilities, which could require 3 to 6 hours of their time each month, in addition to their working day(s) at the gallery. Member artists are encouraged to think about where their talents lie and put these to use for the sake of the gallery. The more effort put into this (your) gallery, the more success we will have.

Areas of interest may include:

- Printing
- Maintaining our mailing list (snail mail and email)Marketing & Design
- Gardening
- Painting, Maintenance and upkeep

- Merchandising
- Web design/maintenance
- Schedule upkeep
- Public Relations
- Exhibit set-up and labeling
- Selecting Committee artists only – jurying and selecting artists/art
- See something missing that you can help us with? Let us know

Artist Agreement for Displaying Artwork at the Gallery

All artists must agree to the following statement, upon delivering artwork of any kind to be displayed at the gallery: “I understand that I am supplying artwork to be displayed or stored at DAAS CO-OP Art Gallery & Gifts at my own risk and expense. DAAS Art Gallery LLC is under no obligation to repair or reimburse me for any loss or damage caused by any unforeseen situation outside of their control.”

Artist Inventory

Beyond gallery activities, we ask artists to maintain a good inventory, meeting gallery standards and secure that works displayed remain fresh and up to date. Varying the work on display at least quarterly helps keep the gallery interesting and inviting for visitors to come back.

Also, we ask that you inform your collectors when new artwork is brought into the gallery.

Artist Inventory Limitations/Size Restrictions

Artists inventory consists of a maximum of ten (10) 2-D pieces. Print racks count as 2 pieces. Due to limited wall space, 2-D pieces must not exceed 36” on any side. Larger artworks can be presented on easels during the artist’s shift, at the artist’s discretion, however these must be removed at the end of the shift. As an alternative, larger works can be listed on our website with the options of direct purchase or appointment to see the work in person. Details regarding the gallery’s website will be released upon acceptance and during scheduled meetings.

This inventory limit does not affect 3-D pieces **for now**, however the administration asks for courtesy and balance. Artwork can be rotated on a monthly basis and it is the artist's responsibility to make sure all pieces submitted meet the **gallery standards.

Note: The membership agreement does not restrict the artist from showing their work elsewhere, but it does encourage certain exclusivity and respect. Member artists should have the courtesy to maintain a logical distance between the galleries that carry their work.

*Member Non-Working Artists are exempt from working at the gallery, but all other representation conditions apply.

**Gallery Standards list will be supplied to the artists upon selection.

(Next Page: Membership Application and Contract Agreement)

RETAIN PAGES 1-7 FOR YOUR RECORDS. ONLY SUBMIT THE APPLICATION TO US.

DAAS CO-OP Art Gallery & Gifts
Membership Application and Agreement

Member Working Artist? Y / N

ARTIST'S NAME:
Address:
Address:
City, State, Zip:
Phone:
Email:
Website:

References (two required)

Name:
Address:
City, State, Zip:
Phone: Email:
Relationship to you:

Name:
Address:
City, State, Zip:
Phone: Email:
Relationship to you:

DAAS CO-OP Art Gallery & Gifts is open for business during season as early as 10:00am and closes to the public at 4:00pm, every day with the exception of Mondays and Sundays*.

However, *Sundays and/or Mondays may be used as exhibition set-up days and/or other regular cleaning and maintenance procedures. In addition, during seasonal months, the gallery may open some or all Sundays of the month, at the discretion of the administrative committee. Proposed hours of operation for Sundays is 11am to 3pm. The business hours may change at the discretion of the administration.

Please specify which days of the month and what times you are available to work the gallery:

Please, let us know other ways you can help the gallery, besides your artistic abilities (i.e. web design, plumbing, business/grant writing, affiliations, etc.):

List any other galleries representing or displaying your work in Florida:

Please choose your membership payment and agreement you are interested in:

- Working Artist Member (2 days)** - Monthly Payment of \$100.00 paid by check*, due every first day of the month – Auto-draft with an additional 10% charge after 5 days of non-payment (The additional percentage is not a penalty, but reimbursement to gallery for Point of Sale (Square) transaction fee).
- Working Artist Member (4 days)**- Monthly Payment of \$75.00 paid by check*, due every first day of the month – Auto-draft with an additional 10% charge after 5 days of non-payment (The additional percentage is not a penalty, but reimbursement to gallery for Point of Sale (Square) transaction fee).
- Non-Working Artist Member** - Monthly Payment of \$225.00 paid by check*, due every first of the month - Auto-draft with an additional 10% charge after 5 days of non-payment (The additional percentage is not a penalty, but reimbursement to gallery for Point of Sale (Square) transaction fee).

NOTE: There is a non-refundable \$35.00 application fee, due upon submission of this application.

Once the application is reviewed and decision made, the Administrative Committee will inform the selectee with instructions and secure first month's membership payment. Artists not selected may be placed on a waiting list, upon their request. Notifications to artists not selected will also be sent via email.

All agreements require yearly renewal. Expiration of this agreement will be on the last day of this same month, next year. Failure to make timely payments or ignore the stipulated conditions may result in legal action against the applicant a.k.a. member artist.

This is a one-year agreement. The administration of DAAS CO-OP Art Gallery (DAAS Art Gallery, LLC) reserves the right to terminate this agreement at any time, given circumstances that may interfere with operational, personnel or financial aspects of the business. The administration will allow the artist reasonable time to collect all inventories from the facility. However, artwork not collected by a terminated artist within **sixty (60)** days from the notice of termination (verbal or written), will become property of DAAS Art Gallery, LLC.

An artist may request to end this contract, only providing the following verifiable reasons:

- 1) Medical (self or immediate family related), 2) financial and/or 3) other reasons considered outside the artists' control, which may hinder the artist-gallery relationship. See "Opt-Out" Options on page 4 for more information.

*Payment is due by the first of each month. An auto-draft transaction will be done if the check is not received by the fifth day of the month. Auto-draft transactions include an additional 10% charge due to a fee incurred for the manual use of the Point of Sale (Square) system.

For Renewals: Submit Only Next Two Pages.

Please submit your debit/credit card information with this application. (This information will be kept under lock and key accessible only to the Administrative Committee.) By entering the information below, I authorize David Acevedo of DAAS COOP to charge my Debit/Credit Card for monthly membership fees in or around the fifth day of every month, **except when timely payment is submitted by check:**

Type of Debit/Credit Card: _____

Name on card: _____

Debit/Credit Card Number: _____

Expiration Date: _____ CVV (back of the card): _____ Zip Code: _____

NOTE: Your card will not be charged unless you are selected AND notified, AND agree to the terms of this membership. For the initial application fee, please send us a check or money order, payable to DAAS CO-OP.

For Renewals: If billing address/contact information has changed since last application, please complete the appropriate section in the last page.

Signatures

I am enclosing a required, non-refundable fee of \$35.00 (not applicable for renewal memberships) with this application, along all other required material for review by the selecting committee. With my signature, I certify that I have read this document in its entirety and agree to all terms and conditions. Also with this signature, I agree to the automated billing as stated before. In addition, I agree to the one calendar year commitment and understand that if I break this contract, I will be charged the monthly membership fee, regardless if I am present and active in the gallery or not. This contract will only terminate with proper and verifiable medical documentation, submitted timely and upon agreement of all parties. A non-refundable monthly fee will continue to be charged and will stop only when termination of contract is official.

I also understand that a form W-9 must be completed, signed and submitted with this application.

Signature of artist

Date:

DAAS Art Gallery, LLC authorized representative signature/Date

If questions, please email us at info@daascoop.com or call 239-590-8645

RENEWAL - NEW BILLING ADDRESS:

Address 1:

Address 2:

City, State, Zip Code:

Phone:

SAME AS CONTACT INFO (Otherwise, please add new contact information below)

For office use only:

Artist Name: _____

Selecting official receiving this application (name/signature): _____

Date: _____

Selected/Renewal Approved, notified on: ___/___/_____

Not-Selected/Renewal Disapproved, notified on: ___/___/_____

Waiting List? Y / N