

## Berkeley Arts Council Artists at the Works Co-op Participation Agreement

This agreement is entered into on \_\_\_\_\_ (date) between \_\_\_\_\_ (print full name of artist) and The Berkeley Arts Council, Inc. (BAC) regarding participation in the “Artists at the Works” co-op at the Berkeley Art Works. The Berkeley Art Works is managed by the BAC in its facility located at 116 North Queen Street in Martinsburg, WV. The BAC Board of Directors determines operating policies for the co-op.

**Artist Contact Information:**

Name \_\_\_\_\_  
 Business Name \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City/St/Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Backup Phone \_\_\_\_\_  
 E-mail \_\_\_\_\_ Texting OK? \_\_\_\_Y \_\_\_\_N  
 Art Medium/Discipline \_\_\_\_\_

By completing this agreement, it is assumed that the artist has been vetted through the BAC jurying process and has been invited to join the Artists at the Works co-op.

As a member of the co-op, I agree to:

- Commit to an initial minimum 6-month term of membership.
- Become a member of the BAC and pay annual dues. Individual: \$35, Senior (62 or over): \$25, Student \$15. Dues are payable by January 10 each year, or upon acceptance to the co-op.
- Pay co-op membership space fees. Fees are due twice/year by January 7 and July 7:
  - 2D: 4’ wall space plus a small table or print bin, \$120/six months
  - 3D: a table or shelf unit provided by the Berkeley Art Works \$90/six months
  - If space fees are not paid on time for either the January or July period:*
    - *Within 2 weeks - a courtesy reminder will be sent to the artist.*
    - *After 1 month - the artist will be notified that inventory may be removed until payment is received (February 7 and August 7).*
    - *After 2 months - it is assumed the artist is no longer interested and space is forfeited (March 7 and September 7).*
- Sit the gallery at least once/month to help cover regular business hours. Recognizing that individual obligations and schedules vary, we expect that all co-op members will cooperate to ensure that the gallery has appropriate coverage during advertised business hours. Additional sitting may be required when hours are extended (holidays, events, exhibits, etc.)
- Maintain inventory for sale in the gallery. Artists are expected to keep a suitable number of pieces in the gallery, refresh their inventory on a regular basis, and provide additional pieces for display in community display areas. If the artist wishes to remove pieces, others should be brought in so there are no empty spaces in the display.
- Keep records of inventory up to date in the co-op inventory binder.
- Process sales transactions using an online point-of-sale system, with instructions provided.

- Participate in other aspects of co-op operation, including attending co-op meetings, participating in events, volunteering to help when extra hands are needed.

The BAC and the Artist agree that the artwork consigned at the gallery remains the sole property of the Artist. Work for sale must be original and created by the artist or artisan. If work is assembled from existing materials, the design must be altered significantly to be considered hand made. All work must be professionally presented and ready for sale. Selling work produced from kits, imported, commercial, or mass-produced items is not permitted. Representing or selling another artist's work in your space is not permitted.

**Commission:** The BAC will retain a 20% commission on sales. Artists will be paid about ten days following the end of the calendar month.

**Insurance:** The BAC is not responsible for loss of or damage to the artist's work, and the artist is responsible for his/her own insurance if desired.

**Promotion:** The artist shall provide BAC with information such as Biography, Artist Statement, images of work for use in promotion. The artist agrees to let BAC photograph artwork in the gallery for use on social media and in other promotions.

Agreed-to By: \_\_\_\_\_

Artist Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Initial Co-op Term: January - June \_\_\_\_\_ / July - December \_\_\_\_\_ Year \_\_\_\_\_

*This agreement remains in effect until written notice from either party to the other of cancellation.*

Fee List:

2-D Artist: wall space plus Print Rack: Six Months \$ 120.00 \$ \_\_\_\_\_

3-D Artist: table or shelves: Six Months \$ 90.00 \$ \_\_\_\_\_

Membership dues (once per year) \$ 35.00 or \$25.00 \$ \_\_\_\_\_

*If you are a new member, please complete a membership form.*

TOTAL Amount of payment: \$ \_\_\_\_\_

Payment Received by: Check \_\_\_\_\_ Cash \_\_\_\_\_ Charge \_\_\_\_\_

Checks made payable to: *Berkeley Arts Council*

For direct deposit payments: Routing# \_\_\_\_\_ Account# \_\_\_\_\_

Accepted for BAC \_\_\_\_\_ Date \_\_\_\_\_