

MEMBERSHIP AGREEMENT

River Roads Artisans Gallery, a Member Cooperative (“The Cooperative”)

Introduction and Mission Statement:

“We are Maine artisans creating a wide variety of original, high-quality work for sale at a cooperatively managed venue in downtown Skowhegan. We inspire interest in art among the public, encourage each other, and use our skills to benefit the community.”

The Cooperative is a member-owned organization that operates a retail gallery store located on Water Street in Skowhegan, Maine. The gallery store is open during the months of May through December. The Cooperative relies on the participation of members to operate the store and perform a variety of duties necessary for the ongoing success of the organization.

The costs and benefits of membership correspond to the level of contribution each member makes.

Membership Costs:

Below is the framework of the fee structure used by the Cooperative. “Workers” include individuals who provide staffing for the gallery store, as well as other jobs as determined by the Board of Directors. The specific dollar amounts are determined by the Board of Directors on an annual basis and appear in Exhibit A.

Type of Fee	Store Worker – Minimum of 4/days month*	All Other Workers	Non-worker
Dues January - April	Yes	Yes	Yes
Dues May - December	No	Yes	Yes
Insurance	Yes	Yes	Yes
Commissions on Sales	No	No	Yes
Share of Transaction Costs based on Sales	No	Yes	Yes

*The Gallery Board of Directors will determine how many workers per year will be eligible for this level of benefits.

Eligibility for Share of Net Savings:

On an annual basis, the Board of Directors may vote to distribute to members a share of the net savings of the Cooperative.

Membership Terms:

1. **Agreement to Sell Member’s Works:** The Member agrees to deliver works to the Cooperative. In the event these works are sold, the Cooperative shall pay the Member in accordance with the terms and conditions of this agreement.
2. **Use of Member’s Works of Art:** The Cooperative shall have the right to reasonable promotion and display including the right to photograph and reproduce the works for promotional purposes only. The Member reserves the right to copyright to the fullest extent permitted by law.

3. **Works to be Displayed:** All works presented by the Member for sale shall be made solely by the Member. Works to be sold shall be of similar style/medium to those accepted by the Jury Committee. All work must be less than two years old. Works of new style/medium must be accepted by the Jury Committee. The Member must arrange with the Gallery store staff to bring in or remove work. Placement/hanging of work shall be at the discretion of the Cooperative gallery staff. The Member is responsible for providing pricing labels on works in accordance with the procedures of the Cooperative. The Member is also responsible for providing a list of items to be sold in a format that is defined by the Cooperative Finance Committee. If the Member chooses to change the price of a work, the Member shall be responsible for creating a new price tag and providing 10 days advance notice of the change to Gallery Operations staff so that systems may be updated. Retail prices may not be changed without the consent of the Member and the Member may not offer "sale prices" on works subject to this agreement.
4. **Payments of Membership Costs:** The Member will pay all applicable costs as defined by their class of Membership. Dues and insurance costs may be paid a full year in advance, or on a calendar quarterly basis. Transactional fees will be deducted from payments made to the Member on a monthly basis.
5. **Payments to Member:** Payment for all works sold under this agreement shall be made no later than the 15th of the month following the sale.
6. **Payment of Sales Taxes:** The Cooperative shall be responsible for collecting all applicable state sales tax and shall remit sales taxes to Maine Revenue Services.
7. **Income Tax Information:** The Member agrees to complete a W-9 form at the time of execution of this Agreement. The Cooperative shall send a 1099 form to the Member on or before January 31st of the year following sales subject to this Agreement.
8. **Loss by Theft, Damage, or Mispricing:** The Cooperative is not responsible for any loss due to damage of an item, any theft, or mispricing of an item. The Cooperative will use reasonable precautions to protect all Gallery contents and to ensure accuracy of sales transactions.
9. **Expulsion:** A Member may be expelled from the Cooperative according to the terms set forth in the Cooperative's Bylaws.

Member Type:

Store Worker, Minimum 4 days per month	
Other Worker	
Non-worker Member	

Member Signature:	Date:
Name:	Address:
Telephone Number:	Email Address:

Jury Committee Chairperson

Date

Exhibit A

River Roads Artisans Gallery
A Member Cooperative

Fee Structure for Members and Consignors

Members

Cost	Workers	Non-workers
Dues Jan. – Apr.	\$25.00	\$25.00
Dues May – Dec.	\$50.00	\$50.00
Annual Insurance Cost	\$20.00	\$20.00
Commission on Sales	0%	10%
Transaction Fee	3%	3%

Consignors

Cost	Workers	Non-workers
Commission on Sales May & June 2023	25%	30%
Commission on Sales July – Dec. 2023	25%	35%
Transaction Fee	3%	3%

Last Updated: March 2023