SOUTHERN HEARTLAND GALLERY
CONTRACT GUIDELINES

GALLERY CONTRACTS:

- Standard Gallery Contracts are for contract year *November 1* through October *31.*
- All partial year contracts entered into prior to March 1 shall end on *October 31.*

ACCEPTED WORKS:

- Oil, pastel, watercolor, acrylic, pen & ink, pencil, mixed media
- Photography
- Mosaic, fabric art, collage
- Turned wood, carved wood, and marquetry
- Stone and metal work
- Clay and pottery
- Glass and jewelry
- Gourds
- Other media accepted by consensus vote of all current gallery artists.

DISPLAY INFORMATION:

- Space selection will occur three times per year. Rotation will occur by drawing for spaces. No 2 D Artist shall keep the same space.
- Space rotation shall occur in January, May and October.
- Three-dimensional artists must provide approved tables, platforms, or other form of display for floor display, or utilize a display owned by the gallery.
- All one dimensional, wall hung art must be artist originals or signed limited edition giclee' prints. All paintings must be matted, framed, or gallery wrapped with the wrapped edge finished.
- Wall space artists should allow a minimum of 4 inches between pieces of art, unless the art is hung as a related grouping.
- Paintings may be displayed on easels or on the floor, but must *not* block another artist's work nor extend more than 24 inches from the wall or display wall.
- Print bins must be used for prints and unframed originals and must not block another artist's work nor extend more than 24 inches from the wall or cube.
- Common areas such as Floor Space and/or Etageres & Displays shall be approved and managed by the Gallery Director to insure every artist is equally represented in common space.

Work Assignments and Member Obligations

- Gallery hours are Monday through Friday, 11 AM– 5 PM. Closing hours may fluctuate seasonally, with extended hours between Thanksgiving and Christmas, and volunteer hours for special events on Sunday. ANY ARTIST MAY OPEN EARLY OR STAY LATE ANY DAY AS CUSTOMER VISITS DICTATE. Any contracted artist may open the gallery for his/her own special event during non open hours; this should be scheduled with either the Gallery Director or SHA Inc Board Chair.

- Work shifts will be assigned monthly, in advance. All artists must work their assigned shifts, two full days every four weeks. Assignments for extended hours may be necessary if coverage cannot be insured voluntarily.

- **E**ach artist is responsible for covering their scheduled shift with a replacement if they are unable to work. The replacement may either be another active gallery artist or an approved replacement.

- Gallery Artists who are unable to work required shifts for reasons of health, availability, or suitability for counter work shall be required to pay an additional $10 per hour for each shift they are unavailable to cover, maximum $60 for a 6 hour shift. This shall be paid at the time their rent is paid, and the gallery will then pay an approved person wishing to work for pay.

- Gallery hours are posted for customer view. It is imperative gallery shift workers be on time for their shift.

- Artists are active ***partner participants*** in operating the gallery. Each artist is responsible for placing and activating "OPEN" signs, turning on (and off) the Sirius radio, counting and recording cash at the beginning and end of each shift, keeping the gallery clean, emptying trash from all trash containers, cleaning and stocking restrooms.

- Each artist is expected to serve on a gallery committee, assist with, participate in, and attend gallery events and functions and participate in and attend Board meetings.

- New gallery artists will train with an *approved gallery training* artist a minimum of two shifts, prior to being put on the work schedule to work alone. The new artist may pay associated fees as per the gallery artist contract and display work during the first month's training period.

TENANT IN FACT

- A Gallery Artist on a current Standard Contract may petition the Board to continue to display their art due to special circumstances provided space is available. The petition must be in writing and forwarded to the Gallery Director 30 days prior to contract renewal date for the coming contract year.
- A *Tenant- in-Fact* shall have all the same obligations and duties as currently active gallery artists. A tenant in fact artist may be required to vacate the rented premises at any time with a thirty day notice from Lessor. Tenants in fact are obligated to follow all provisions of the Gallery Rental Contract during the time they remain in possession of the rented premises. *No Tenant-in-Fact shall remain in possession of the rented premises more than twelve months, at which time they will be required to either vacate the premises or sign a new contract.*

SPECIAL STATUS GALLERY ARTISTS

- An artist who is unable to fulfill the other duties listed previously may apply for Special Status Gallery Membership and be juried in by a majority of gallery artists. The criteria for membership under this exception are:
    1. The artist is unable to work shifts due to limitation of their primary employment, inability to wait on customers or process invoices and payments..
    2. The artist is unable to work due to physical limitations or disability.

3. The artist is unable to work two full shifts due to their permanent legal residence being more than two hours away from Southern Heartland Art Gallery.

- The Special Status Artist agrees to pay an additional monetary amount to Southern Heartland Art Gallery equal to the amount paid to sub-contractors for the number of shifts they are unable to work (one shift $60, two shifts $120) in addition to their rent.
- The total amount due monthly for this Category of Gallery Artist shall be $180-$240 per month depending on the shifts missed.
- The term of contract shall be the same as Item 1 of the guidelines, Gallery Term.
- The Gallery shall have a "list" of artists willing to work shifts for Special Status Artists.

CLASSROOMS:

- Jackie Kelly serves as SHA's classroom coordinator. She will need a description of your class and will work with you concerning scheduling.
- Gallery Artists may use the classroom space for a 10% charge of total student fees collected by the artist instructor.
- Guild Artists may use the classroom space for the greater of 20% of total fees or $10 per consecutive hour of classroom space, including preparation and clean up.
- These charges shall be paid to SHA, Inc.

MEETINGS:

- There will be one scheduled Board meeting a minimum of every other month, per the By Laws of SHA, Inc. This meeting is the first Monday of the month, unless that Monday is a holiday, in which case, it will be held the second Monday of the month. Time is 4:45 PM.
- Additional Board meetings may be called as necessary.
- The Executive Board shall manage administrative matters and make recommendations to the Board. The Executive Board shall meet at the request of the Board Chair or any member. Any Gallery artist may attend Executive Board meetings.
- All agenda items for regular Board Meetings should be submitted to the Board Chair a week in advance for placement on the agenda and presentation to all Board members. The agenda will be published by email a minimum of *four* days (Friday) prior to each meeting. Except for timely emergencies, items not previously listed as agenda items will not be presented until the next month's meeting.
- Each agenda item will be given approximately five (5) minutes for discussion by gallery members. The chair has the discretion to table, cease, or extend discussion of the item.
- Meeting notes will be distributed by email after each meeting to keep everyone informed.
- Those active artists (*under contract*) present at the regularly scheduled monthly Board meeting shall constitute a quorum with the exception of items pertaining to contract, guidelines, or assessments.
- Any matters that require changes to gallery related policy shall be presented in writing at a regularly scheduled Board meeting for discussion. All active (*under contract*) gallery members will be sent a ballot via email. Completed ballots shall be forwarded to the Board Chair and Gallery Director prior to the next regularly scheduled Board meeting.

- Any Matters arising between regularly scheduled board meetings which require a vote may be presented and voted on via email, as long as they are unrelated to contracts or guidelines.

FINANCIAL MATTERS:

The Executive Board may disperse money to pay all normal gallery and guild expenses and supplies, as well as for seasonal supplies, advertising and marketing.

BOOKKEEPING:

- All written invoices pertaining to framing, sales of art, and sales of art supplies, shall contain the following information:
    1. Item number, if applicable, and complete description.
       Most art supplies have a number, as well as a brand name (Golden, Gamblin, Derwent, Winsor Newton, etc.) a medium (oil, watercolor, acrylic) and color.
    2. Artist's name, on ALL art sold.
    3. Title of art work and complete description, including number if applicable.
    4. Price.
    5. Discount (ART SUPPLIES ONLY) if purchaser is a guild member (20%)
    6. Adjusted Total.
    7. Method of Payment. (Cash, Credit Card or Check)
    8. Customer Name, address, and email address (this is so these customers may be invited to gallery events and so the artist may write thank you notes to purchaser, when appropriate).
    9. Framing requires a minimum 50% deposit unless the customer is a local business or government agency (Newton Hospital, County or City, Oxford College, etc.) These customers will be "invoiced" by our accounts payable person.
    10. Framing requires a complete description of the art to be framed, customer name and information, *signature* of customer and gallery person contact info.

PAYMENTS TO ARTISTS:

- The Bookkeeping Chair (Finance Chair) will record all sales and issue checks to gallery artists for sales made during the previous month. Checks will be brought to the gallery meeting in the subsequent month, if time allows, but will be issued no later than the 10th of the subsequent month.
- Any artist not completing invoices in the above described manner may have his/her check held until such time as he/she has provided the bookkeeping department with the required information.
- The bookkeeping department is responsible for collecting gallery member rent. This rent is due no later than the 25th of the preceding month of the month for which the rent is due. Rent checks need to be deposited so monies are available to pay gallery rent to the landlord. Gallery tenants who have no paid rent by the 10th of the current month, for the current month, shall be notified of the interest charge due by the Finance Chair.

NON COMPETE CLAUSE & OTHER CAVEATS:

- Gallery artists *may* participate in private shows held in a non-retail storefront environment.

- The Gallery Board *recommendation* for Gallery artists who wish to sell their work in other retail establishments within 1 mile of Southern Heartland Gallery is that the art displayed be exclusive to each Gallery in which it is displayed at the time it is displayed. This protects the exclusivity of each establishment. Exceptions may be applied for and approved, upon majority vote of active gallery artists.

- Art Work may *not* be subject to price negotiations (haggling) with a customer outside the perview of the gallery. This policy was instituted at gallery opening and remains in effect; *there will be NO negotiating of the price of artwork displayed in Southern Heartland Art Gallery unless the discounting is part of a gallery approved sales promotion.*

- An individual artist MAY run a special "sale" of their art, but only for a specific time period, advertised as such.

- Gallery Artists may participate in charitable functions and/or donate a portion of the proceeds of their art work to a non-profit group following the gallery policy for donations to auctions and other nonprofit events. A form letter explaining our gallery policy of donations for auctions and other nonprofit events is available. This form letter requires payment of a sum prior to the auction for art work. This form is to insure price protection for all gallery art.

- An Artist's Space must be maintained by the Gallery Tenant; this means the space must be filled with art, organized, and neatly displayed, per these guidelines. While a space may have art removed for outside shows, the space may not remain empty more than the days of the show plus travel days (5 days maximum)

_____ _____

Signature of Gallery Artist Date