Ebb Tide Gallery of Gifts – 7809 Pioneer Way, Gig Harbor, WA 98335

Membership Contractual Agreement

Upon signature by both parties this is a binding contract. Please read thoroughly before signing.

The type of gallery membership offered to the applicant will be determined by a vote of gallery membership at the time of the applicant screening. Applicant is hereby offered a _____(Full/Part)time membership.

The member shall pay a monthly rent fee of $_____ on or before the 25th of each month.
Part time space artists will pay 60% of the full space rent and will be provided 60% of full display space.
A late fee of $15.00 shall be due and owing if rent is not paid in full by the last day of the month.
New members shall pay first and last month's rent upon joining.
Rent fees may change, as voted on by the membership, from time to time during the term of this contract due to costs of operation and the member agrees to pay such new rental rate. The Gallery shall give the individual members notice of any rent increase or decrease at the earliest date prior to the effective date of change.

The member agrees to pay a monthly commission of 10% on all pre-tax sales. In addition the current % shall be paid for bankcard charge sales to cover fees levied by the bank. The member also agrees to pay a commission on all sales generated through Ebb Tide Gallery. A 5% commission will be paid on total outside sales processed through the Gallery bank card terminal.

The Gallery shall tender a monthly check for all monies from the member's sales including sales tax in excess of $10.00. Sales amounts under $10.00 will be rolled over into the following month's sales. Commissions and bankcard fees shall be deducted from sales proceeds. The member agrees to pay all sales taxes and keep their own sales tax records. The member hereby indemnifies and holds Ebb Tide Gallery harmless for any unpaid sales tax attributable to sales of the member's work. It shall be the member's responsibility to pick up their check from the Gallery.

The member is solely responsible for providing insurance coverage for their merchandise. The Gallery will provide liability insurance only. The member holds harmless the Ebb Tide Gallery of Gifts and any related associations or corporations, including but not limited to officers, board members, screening committees, individual members and gallery attendants from any act that may result in damages, theft or other loss to the member's products.

The member agrees to work the number of hours per month or such other times as may be determined by the membership and Board. If a member is unable to work it is their obligation to find a replacement; which must be done in accordance with the Gallery operations procedures. If a member at the end of their contract owes work hours, a hourly fee consistent with the current Washington State Minimum wage shall be charged and may be deducted from their final payment check. In case of inclement weather it is the member's responsibility to notify a board member of the Gallery that the Gallery will be unattended or he/she will be liable for payment for those hours.

The member agrees to abide by the display committee guidelines for the professional presentation of their work.

The prospective member has read and fully understands the Gallery contractual agreement, Gallery policies, procedures, By-laws and agrees to abide by them.

The term of this contract is one (1) year. After one year the contract is month by month unless sooner terminated by the Gallery Board of Directors. The member shall provide at least 60 days advance notice in writing of his/her intent to discontinue membership. Failure to fulfill the 1-year contract will result in forfeiture of 1 months rent.

_____ _____ _____
Member's Signature Date Gallery Representative

_____ _____ _____ _____
Print Member's name Gallery ID No. Contract Start Date Contract Fulfillment Date

_____ Washington State Unified Business ID# (UBI#)

_____ _____ _____
Home phone Cell Phone E-Mail address

Screen date_____

(RevisedJanuary 2016)