



Salt Spring Gallery Co-Operative

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Policy Manual

Introduction

This Policy Manual addresses responsibilities, rights, duties, and expectations of members that are not addressed within the By-Laws/Rules of the Salt Spring Gallery of Fine Art. These policies have been put in place in order to ensure a full understanding of what it means to be a member of the Gallery, and to avoid misunderstandings among members. These policies have been reviewed and approved by the Board of Directors, and can be amended by the Board at their discretion.

Responsibilities of members

All members of the Gallery are expected to:

1. perform their assigned days of Gallery duty each month, opening and closing according to the posted Gallery hours. Also, members on duty are expected to perform cleaning tasks (according to the schedule) during their day at the Gallery.
2. maintain an adequate supply of their artwork in the Gallery, and monitor and update their display regularly. Re-arranging or changing one's display at least monthly is recommended (or permitting the Display person to do so).
3. attend meetings of members whenever called, unless notice is given to the Board of the member's intended absence.
4. members are strongly encouraged to support the Gallery by participating in Gallery activities, serving on committees, and volunteering for extra duties whenever possible.
5. there shall be an initial non-refundable membership fee, monthly co-op dues, and commissions taken for artwork sold through the Gallery, all of which will contribute to the general Gallery operations and services. Members are expected to keep up-to-date with monies owed to the Gallery.

Rights of Members

1. all members in good standing will have a voice in all aspects of the Gallery through participation on committees and attending *General Member meetings*. Members are encouraged to submit suggestions, ideas, or issues in writing to any Board member at any time, and to approach any Board member with questions or concerns.
2. all members in good standing will have access to any and all benefits of membership including, but not limited to, participation in the display of artwork and the operation of the co-operative gallery, technical and professional development, and members' discounts as available.
3. all members in good standing are entitled to attend all the *Gallery's General Member Meetings* and *Gallery activities*.
4. all members are entitled to vote at all the *Gallery general membership meetings* and to vote on all issues presented to the members by other means (e.g. email)
5. all members are entitled to hold any elected or appointed office in the *Gallery*, so long as she/he meets the specific requirements for the office and there is no conflict of interest caused by her/his holding of this office.
6. members shall have the right to petition the Board of Directors for revisions to the *Gallery's Rules/By-Laws*, and to these Policies.
7. preparation of tax reports for personal income earned by a member of the *Gallery* through sales of artwork, etc., and payment of taxes owed is the sole responsibility of each member as an individual contractor.

GALLERY POLICIES FOR MEMBERS:

Exceptions to Membership Eligibility Rules

On occasion, the Board of Directors may vote to waive one or more of the membership eligibility rules (see Section 4 of the By-Laws) when they invite a prospective new member to join the Gallery. For example, the SSI residency rule has been waived for an artist who lives off-island but can perform their Gallery duties and attend meetings.

Space Allocation per Artist Hanging and layout is up to the discretion of the curator.

In general: For wall artists, each member is entitled to approximately 7 linear feet of wall space, plus a share of any non-allocated wall space.

For 3-D artists, each member is entitled to 2 medium to large plinths, plus 2 small plinths. Work may be displayed in any reasonable way on these plinths. Artists may use their own plinths IF they are acceptable to the Display person(s). White is the standard colour of all Gallery plinths.

For jewellers, each member is entitled to at least one jewelry display case. A second display case may be used when available and space allows.

Commission Policy

It must be recognized that some of the Gallery's artists will have home studios on the island, and there will be some overlap of Gallery clients and artists' clients. As the Gallery needs to earn commissions on the sale of art in order to pay all of its expenses, the following outlines the Gallery's expectations of individual artists:

If a client first finds an artist through the Gallery (i.e. in the Gallery itself or through Gallery advertising or published articles), then both the first and all subsequent sales to that client for a period of **six months** will trigger a commission to the Gallery, whether the sale is made at the Gallery or at the artist's own studio or elsewhere (e.g. the Market). Payments to the Gallery of such commissions should be made within the same month that the sale is made. The Gallery relies on all our members to honour this contractual obligation.

If a client visits the Gallery and is already familiar with a particular artist, then only sales made on-site at the Gallery will trigger a commission to the Gallery. It is in everyone's

best interest to encourage clients who view work in the Gallery to purchase that work from the Gallery. If a client wishes to see more of the artist's work, the member is encouraged to bring additional items into the Gallery for viewing (and purchase) by that client. Members who deliberately direct clients to their home studio, their Market stall, etc. in order to avoid paying the commission (and/or the tax) will be considered to have breached a material condition of their contract with the Gallery, and may be considered for termination of their membership.

Payment of tax

All sales at the Gallery trigger GST and PST*. There is no legal or acceptable way around this! If an individual artist chooses to lower the price of a piece by the amount of the tax (or any other amount) in order to encourage a sale, that is their prerogative, but tax must still be paid on each and every sale. Cash sales "under the table" are not permitted in the Gallery under any circumstances. The member on-duty is encouraged to call the artist if a client wishes to discuss or negotiate the price of an item, including the tax amount.

*Please note when art is shipped to an out of province or out of country location, PST may be waived depending on that jurisdiction's tax rules. GST is always payable.

Payment of Member Dues, Fees, or Other Charges

All members are expected to provide a series of 12 post-dated monthly cheques for their monthly dues payments at the beginning of each calendar year, or upon joining the Gallery. Exceptions to this may include:

1. a member who does not have a chequing account, and chooses to pay in cash each month, provided that such cash is received at the Gallery no later than the 1st of each month
2. a member's choice to deliver individual cheques each month, provided that such cheques are received at the Gallery no later than the 1st of each month

As per By-Law #9, non-payment of fees and dues may be considered grounds for termination of membership in the Gallery. If a member is chronically late in submitting monthly dues, or does not pay any other charges requested of members, the Board may issue the member a written request for payment of the funds. Once such a written

request is received by the member, payment must be made within a reasonable time, defined as 7 calendar days, or the member will be considered in default and their membership can be terminated at the discretion of the Board of Directors

Pricing of artwork

Each artist is responsible for pricing their own work. At no time should this price be altered without the specific consent of the artist. Some artists may offer "negotiable" pricing, and will be responsible for dealing with the customer directly to determine the final price of the item.

Shipping, Installment Plans, Price Flexibility, "on approval" sales

Each artist may decide for themselves how they would like to handle special requests from customers for price flexibility, installment payments, shipping methods and costs, etc. Please provide as much detail as possible in our "Black Book" on these issues, and each member on duty can refer to the Black Book for information on artists' preferences.

Breakage and Theft Policy

If a customer breaks something in the Gallery, we will follow the "you break it, you buy it" policy. If a member breaks a piece of someone else's work, they are expected to pay for it. This also can be discussed between the two artists involved, who can arrive at any solution they both deem acceptable.

The Gallery does not current carry any insurance on artwork displayed in the Gallery, so theft becomes a risk each artist must accept and deal with in their own way.

In the Event of a Sales Amount Error

The Gallery recognizes that minor addition errors will sometimes occur. If the error results in a small overpayment, the Gallery will accept the "donation". If the error results in a small underpayment, the Gallery will make up the difference so that the artist can receive their full price for the item. In the event of a large sales error (over \$50), we will have a discussion about the circumstances and determine appropriate actions.

"Petty cash" process

Members are requested to use their own personal cash if small items are needed in the Gallery (e.g. lightbulbs, printing paper, hanging supplies, cleaning suppliers, etc.). Members will be reimbursed at least once each month. Please put receipts in the "petty cash" pouch

in the top drawer in the kitchen, and include the details of the purchase and your name on the receipt. The Treasurer will write you a cheque.

Gallery Members Dispute Resolution Process

If there is a dispute or disagreement between two (or more) artists, they are encouraged to meet and work out their differences. Openness and full communication are desirable ways to avoid misunderstandings. Respectful communications and behaviours are REQUIREMENTS at all times! In the case that a dispute cannot be resolved satisfactorily between (or among) the artists themselves, a board member will serve as arbitrator (or appoint another person as arbitrator). If an arbitrator is directly (or even indirectly) involved in the dispute, they will step aside from the arbitration process. The Board's final decision will be considered binding.

GUEST ARTIST POLICIES:

Rental of Back Room

Our back room is available for rent by non-member guest artists. Guest artists are required to apply for access to our space, and will be juried by our Jury Committee before acceptance. Rental rates are: \$125 per week with a 2 week minimum plus tax. The Gallery may choose to limit a guest artist to a period of 4 weeks maximum at any one time. Booking rental space in the Gallery is on a first-come, first-served basis. We will pencil in a booking for available space, but such booking is not considered finalized until full payment is received. If there is another inquiry for the same dates, payment must be made to hold the space.

The Gallery requires a 30% commission on any sales made during the rental period.

The Gallery will provide a guest artist with the following: complete access to the back room, cleared of all our member artist works; assistance with hanging or setting up their show; a poster designed and sent to Apple photo to be printed and paid for by you to distribute around the island; promotion via our Gallery Newsletter and whatever free space we can obtain in the Driftwood (especially an article on the Show); as well as staffing of an Opening Reception if desired.

Guest artists will be asked to sign a contract that will request: full rental payment up front at least three weeks prior to the opening of their Show; being responsible for

hanging or setting up their show (with our assistance), and cleaning up the space after their show is taken down, including help with repairing the walls as necessary.

If an Reception is desired, the Gallery will provide staffing. The guest artist will provide food. The Gallery can provide a food table and tablecloth. The guest artist is required to provide their own beverages but the gallery can provide glasses for the event. The guest artist is encouraged to send out an invitation to their friends and acquaintances to attend the Reception, and the Gallery will include Reception details on the poster we provide, in any articles or press releases, and will mention the Reception in our Newsletter.