



Arts for ACT Gallery, Studio and Boutique

2265 First Street

Downtown River District

Fort Myers, FL 33901

239-337-5050

Curator: Claudia Goode

Dear Artists:

BECOME A MEMBER OF THE ARTS FOR ACT GALLERY CO-OP!

As Arts for ACT Gallery approaches its 24-year anniversary at its present location in the beautiful downtown River District, I invite you to sell and display your artwork in Arts for ACT Gallery. We invite you to join our gallery as a Co-Op Gallery member. As you know, ACT Gallery is owned by Abuse Counseling and Treatment, Inc., profits generated help our clients the victims of domestic violence, sexual assault, and human trafficking.

Acceptance of this invitation allows you the artist to display and sell your artwork in a well-respected and established gallery. ACT Gallery has several co-op rental spaces available throughout its space. Prime front hanging space, space just off the main gallery and several other hangable spaces are available.

Co-Op Gallery monthly membership dues range from \$25.00 to \$300.00 monthly depending on the size and location of your hanging spot. A 30% percentage commission amount will be taken from sold artwork, if you are a paid space or volunteer artist. In lieu of the monthly membership dues, we have a few opportunities to volunteer at the gallery for reduced or free membership dues and hanging space. As a volunteer, included is the privilege of using our gallery as studio or art workshop space when you are volunteering.

ACT Gallery will maintain its high standards of curatorial choice when accepting artists into the gallery. This is the perfect opportunity to meet other artists and to showcase your art in a gallery that is visited by thousands of locals and tourists each month. Join the Arts for ACT Gallery Co-op today.

Artfully,

Claudia Goode

Curator



Arts for ACT Gallery Co-op Membership Rules and Regulations

Arts for ACT Gallery Co-op Membership Requirements

- Monthly co-op membership fees range from \$50.00 to 75.00 per month with an added 30% commission charged on all sales.
- Co-op members may volunteer at the gallery with either no monthly co-op fee or a reduced coop fee rate. Co-op volunteer members will incur 30% to 40% commission on all sales.
- The paid space membership fee is due by the 15th of the preceding month. (Example: May's fee is due by April 15th)
- All co-op membership fees are non-refundable.

Artists Commissions

- Co-op members paying the monthly dues will receive 70% of the sales of their art after monthly dues are paid.
- Co-op members that free space due to volunteering, will receive from 70% of the sales of their art depending on the agreed number of volunteer days at the gallery.
 1. 1 or 2 days per month, members receive 70% of their sales.
- Gallery co-op members are paid once a month for the previous month's sales. Each artist will set his/her own selling prices.
- ACT Gallery pays the Florida Sales Tax on all sales.

Additional Co-op Benefits

- Co-op members will be listed and shown on the www.artsforactgalley.com website under Member Artists
- Gallery volunteers may use the gallery as studio (or art workshop) space during volunteer hours.
- ACT Gallery curate's monthly exhibits and advertises the featured artists.
- ACT Gallery provides art cards which include the artist's name, title, media, and price.

Gallery Displays

- Co-op members should be prepared to supply any special display fixtures to exhibit their works. The display fixture needs to be approved by the gallery curator.
- Art will be displayed only within the artist's predetermined space. The size, number and content of pieces allowed will vary for each artist based on the space and the art.
- The ACT Gallery curator will be responsible for hanging all works of art at the gallery.
- Art can change monthly.

Art Drop-Off and Pickup

- Art can be dropped off on Tuesday 11am to 4:30pm or Wednesday 9am to 10:30am before the first Friday which is ART Walk week (the week that includes the first Friday of each month).
- Art pickup will be on the Tuesday, 11am to 4:30pm before the first Friday of each month.
- All art must have the artist's name, email address, and phone number along with the title of the piece, medium and the gallery selling price.
- If artist need to change out works in the middle of a month, you can bring the art on the Wednesday, before the Music Walk which is the third Friday, of every month.
- The artist must fill out and maintain their inventory sheet, keeping track of sold or picked up items and entering new items. This sheet is then entered into our Clover POS inventory, by either the curator or a volunteer artist that has permission.

Work Schedule for Non- Paying Co-op Volunteers

- We shall always have 2 volunteers each day. We have a big space, and one person can't do everything and watch the gallery.
- Free Co-Op space requires each artist to work 2 days per month. One day and evening shift.
- The gallery is open 7 days per week, including holidays. A volunteer day is defined as 11am to 7pm off season.
- During Season (November to April) when there are plays at the Florida Rep, operating hours will be extended to 8pm.
- The work schedule will be determined based on the number of gallery volunteers. Example, 60 volunteers each would volunteer 1 day per month. If fewer than 60, volunteers work 2 or more days.
- Volunteers may trade or switch workdays with other members in case of schedule conflicts.
- If you agree to volunteer X number of days a month and cannot fulfill your commitment, it is your responsibility to get a replacement for the day.
- Only a trained volunteer may staff/work the gallery.
- Jan Butler is the Gallery Scheduler. Her email address is: jbutler_hr@yahoo.ie
- Volunteers/Co-Op Members are responsible to sign up on the calendar in at the gallery, one month in advance.

Liability

- Artwork is not insured by Arts for ACT Gallery. As a collective we cannot be held responsible for lost, stolen or damaged artwork or merchandise.
- Art left at the gallery longer than 91 days without member dues paid will become the property of ACT Gallery.

Termination

- A co-op Artist member not living up to gallery requirements may be terminated from ACT Gallery with loss of member fees paid.
- ACT Gallery should be given one month's written notice of the artist's intent to terminate.

Requirements for Artwork

- All artworks should be original in conception and execution.
- Prints of originals are also allowed. All prints must be limited editions, numbered and signed.
- No commercial reproductions other than your own original works can be shown at ACT Gallery.
- ACT Gallery will accept fine crafts.
- 2D art must be presentation ready. All art must be wired or otherwise ready to hang.
- All prints and note cards must be in plastic jackets.
- Contact information must be included on the back of each piece.
- All items will be considered on a case-by-case basis with the curator having the final say.

Application Process for Gallery Co-Op Membership

- Arts for ACT Gallery will accept applications at the gallery at any time. Interested parties must complete the application for membership and submit it with at least four (4) images of their artwork as an example of their works.
- Application acceptance is contingent on available co-op space and the gallery's current balance of media and styles. If we are unable to offer immediate membership, your name will be put on the waiting list.

Hanging Wall Space and Price per month Off-Season Rates

- 24"X 64" - \$25.00 per month
- 48" X 64" \$50.00 per month

Hanging Wall Space and Price per month In-Season Rates

- 24"X 64" - \$45.00 per month
- 48" X 64" \$75.00 per month

Contact Information

Questions about the Arts for ACT Gallery Co-op membership should be addressed to:
Claudia Goode, Curator at 239-337-5050 or via e-mail at cgoode@actabuse.com



Arts for ACT Gallery Co-Op Membership

Artist Name: _____

Address: _____ City _____ State _____

Zip _____

Phone Number: _____ E-Mail _____

Type of Art: _____

Medium: _____ Price Range: _____

What other Galleries are you associated with: _____

Which co-op contract are you applying for: (check one)

☐ 3-month working contract (subject to availability)

☐ 3-month non-working contract

☐ 6-month non-working contract

How much hanging space are you interested in? _____

Working Contact - Volunteers: Choice of Days _____

Accepted working contract members must attend an orientation training session. All members are accepted into the Co-op based on availability of hanging space and at the discretion of the curator.

Artist must attach: 1. Art biography 2. Art Statement 3. 5 to 10 images may be emailed to cgoode@actabuse.com

Artist Signature: _____ Date: _____

Curator Signature: _____ Date: _____

CONSIGNMENT CONTRACT

Agreement is made this ____ day of _____ (month & year) by and between _____ (Artist) and The Arts for ACT Gallery located at 2265 First Street, Fort Myers, FL 33901.

RECITALS

ACT Gallery exhibits and sells artwork, jewelry and fine crafts, and Artist has created and owns the items listed in the List of Inventory and desires to exhibit and sell the same; Therefore, the parties agree as follow:

- 1. Scope of Agency.** The Artist appoints the Gallery to act as Artist's exclusive/nonexclusive agent in the following geographic area: Artist may not exhibit/sale works in a 10 miles radius from downtown Fort Myers if accepted as an exhibiting artist at ACT Gallery. The Gallery will document receipt of all artworks consigned.
- 2. Consignment of Inventory.** Gallery accepts on consignment, the artworks listed on the List of Inventory attached to this agreement. Additional lists may be incorporated into this agreement if signed by both parties.
- 3. Pricing and Terms of Payment.** Gallery will sell the artworks only at the retail price specified by the artist on the List of Inventory. Gallery and Artist agree that Gallery's commission is the following percent of the retail price of the artwork;
30% - if you are a volunteer working 2 days per month.
40% - Featured Artists
____% - Authors or other percentages not specified.
Both parties must agree to any change to the retail price or Gallery's commission in advance.
- 4. Payment.** Gallery shall pay Artist all proceeds due the Artists within thirty days of sale of any artworks. No "Sales on approval" or "on credit" shall be made without the written consent of Artist. All installment proceeds received by Gallery shall first be paid to Artist until Gallery has been paid in full by customer.
- 5. Approval Sales.** Gallery shall not permit any artwork to remain in the possession of client for a period exceeding 7 days unless such artwork is purchased and fully paid for by client, or unless Artist provides prior written approval.
- 6. Fiduciary Responsibilities.** Title to each of the artworks shall remain in the Artists name until Artist has been paid in full. Upon payment, title then passes to the purchaser. All proceeds from the sale of the artworks shall be held in trust for the Artist until the Artist is fully paid. The Gallery shall pay all amounts due Artist before any proceeds of sales can be made available to any and all creditors of Gallery.
- 7. Insurance, Loss or Damage.** The gallery does NOT insure the artworks; it is the responsibility of the Artist to provide insurance coverage. The Artist shall NOT hold the Gallery liable for loss or damage to any consigned artwork from the date of delivery to Gallery until the artwork is returned to Artist or delivered to a purchaser. Artist shall NOT receive any monies for artworks that are damaged or lost at the Gallery. Artist shall be responsible for all repairs to artwork.
- 8. Transportation of Artwork.** Packing and shipping charges, insurance costs, other handling expenses and risk of loss or damage incurred in the delivery of the artworks: **Shall be borne by the Artist. The Artist is**

also responsible for removal of boxes, containers or packing materials made for artwork. Gallery shall NOT be responsible for storing packing items.

- 9. Promotion.** Gallery shall use its best efforts to promote, display and sell artworks. Gallery shall clearly identify Artist's name with all artworks and shall include Artist's name on the bill of sale for any artwork sold by Gallery.
- 10. Reproduction.** Artist reserves all copyrights to the reproduction of the artworks. Gallery may photograph to publicize and promote the artworks.
- 11. Security Interest.** Title to and a security interest in any artworks consigned or proceeds of sale under this agreement is reserved to the Artist. The artworks shall not be subject to claims by Gallery's creditors.
- 12. Duration and Termination of Consignment.** Artist and Gallery agree that the initial term of consignment for the artwork shall be open ended, and that Artist will not ask for return of the artwork for 90 days unless the agreement is breached by Gallery. Thereafter, this agreement shall continue until written notification of termination from either party to the other. Within 30 days of the termination notification, all accounts shall be settled and all unsold artwork shall be returned to Artist. The Gallery shall not be held responsible for any loss of artwork items. The agreement shall automatically terminate with the death of Artist or if Gallery becomes bankrupt or insolvent, or breaches the agreement.
- 13. Miscellany.** All modifications, deletions or additions to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties hereto:
- 14. Governing Law.** This agreement shall be governed by and in accordance with the laws of the State of Florida.

Curator Authorized Signature: _____

Title: _____ **Date** _____

Artist: _____ **Please Print**
Address _____ **City** _____ **Zip Code** _____
Phone _____
Email _____

Artist Authorized Signature: _____ **Date** _____

List of Artist Inventory

Artist should fill out in duplicate. Keep one copy for Artist's records.

2D/3D Art must have name and phone number with price on the back of each piece.

Jewelry must have tagged with Artists Name and Price on each item consigned.

This is to acknowledge receipt of the following artworks on consignment.

Title of Piece	Medium	Description	Sales Price	# of Items

Gallery acknowledges receipt of artwork listed **Commission to Artist is ____%**

Arts for ACT Gallery 2265 First St. Fort Myers, FL 33901 239-337-5050 cgoode@actabuse.com

Curator Authorized Signature: _____

Title: _____ Date _____

Artist: _____ Please Print

Address _____ City _____ Zip Code _____

Phone _____ Email _____

Artist Authorized Signature: _____ Date _____