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Definitions

AiA an abbreviated version of *Artists in Action*, the organization to which the AiA Co-op is affiliated

AiA Co-op Art Gallery (AiA Gallery, AiA Art Gallery, Gallery) the physical space within Elsinore for purposes of exhibiting and selling artwork for the AiA Co-op

AiA Co-op an abbreviated version of *Artists in Action Cooperative*

Co-op Consignment Artist an artist that has been juried into the *AiA Co-op* for purposes of exhibiting and selling artwork, but who does not necessarily work the *AiA Art Gallery* nor is a member of any committee.

Co-op Exhibiting Artist a juried in member of AiA into the AiA Co-op for purposes of displaying and selling art in the AiA Art Gallery

Co-op Exhibiting Artist Contract an agreement between the AiA Co-op and the Co-op Exhibiting Artist explaining the roles and responsibilities for the parties involved in the AiA Co-op.

Co-Op Member (Member) a member of the co-op as an Exhibiting Artist, an AiA Co-op supporter, or AiA Co-op Consignment Artist.

Co-op Supporter a person who is on a committee or committees but does not exhibit or sell art as part of the *AiA Co-op*.

Co-op Management Team (CMT) (~5 people)- Runs the *AiA Co-op* by setting direction and objectives, reviewing committee activities, etc.

Curatorial Planning Committee (3 or 5 people) – Organizes shows (juries artists, featured artist, themed shows, etc.)

Elsinore a shorten version of *Elsinore Framing and Fine Art Gallery*, the organization with which AiA collaborates for operating the AiA Co-op

Curating Committee (2-3 people) – Hangs and arranges existing and new art; inventories the artwork for in the AiA

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Gallery relating to AiA Co-op exhibitions; and, generally maintains the professional and fresh look of the AiA Co-op Gallery

Oversight Committee

(comprised of mainly of AiA Board members) – Reviews progress/plans and facilitates financial activities

Scheduling Committee

(1 or 2 people) - Maintains the recorded/published Calendars, including Gallery Sitting, AiA Co-op Shows, classes, meetings, etc.)

1 Name, Mission, Purpose & Values

1.1 Name

1.1.1 The name of the artist cooperative is **AiA Co-Op**.

1.2 Mission

1.2.1 Our mission is to create a community of artists who in turn creates art for exhibition and sale for/to the Salem community. The members of the AiA Co-op shall be members of the *Artists in Action* organization. The AiA Co-op shall work in collaboration with Elsinore Framing and Fine Arts Gallery at 444 Ferry, Salem, Oregon (Elsinore). This location will be the physical home of the AiA Co-op.

1.3 Purpose

1.3.1 The purpose of the AiA Co-op is to support a vibrant community of fine artists, to provide an opportunity to exhibit and sell regional fine art under a juried system, to enhance professional development among artists, to collaborate with Elsinore to bolster our working relationship, and to benefit the community as a whole.

1.4 The values of AiA Co-op are:

1.4.1 *High aesthetic standards*: Placing value on art that is beautiful and well crafted, while recognizing that beauty is subjective and technical detail is an artist's labor of love, that a beautiful piece of art is not created without both and a dash of the artist's soul. The goal is be as inclusionary as possible while maintaining gallery standards for expression and art sales.

1.4.2 *Welcoming*: Making art welcoming to those familiar and unfamiliar without compromising the integrity of the art or the artist who created it. Also making our organization welcoming to regional artists without sacrificing the integrity of our mission or our values.

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- 1.4.3 *Sound Organization:* Our foundation provides us with the tools and structure to work together and achieve our mission and goals. We will not sacrifice the integrity of our core values in haste or waste for short term results, realizing that taking the long view, while difficult, will be ultimately beneficial.
- 1.4.4 *Cooperation:* In the spirit of a true cooperative, we will be open and willing to work with any persons, organizations, agencies, etc. willing to engage with us in a mutually beneficial relationship. In that same spirit, Members will respect, listen to and cooperate with each other. Additionally, as a cooperative we realize our obligation to assist and inform other cooperative organizations when they seek our help. We will collaborate and work closely with Elsinore to fulfill our responsibilities to create a professional display space and facilitate smooth working relations.
- 1.4.5 *Professional Development:* We place a high value on the growth and development of our members and artists. We are committed to the continual growth and development of our Co-op Members as professionals and will offer opportunities for professional development.
- 1.4.6 *Invite Inquiry:* A healthy organization thrives on the interplay of ideas among Members, patrons, and the community. We invite inquiry about our art and organization.
- 1.4.7 *Innovation:* We are open to new ideas in art, the business of art and our place in the community. We actively seek to adapt and capitalize on new technologies and methods to create our art and enhance our business.
- 1.4.8 *Creativity:* Creativity is the lifeblood of an artist. We value our creativity not only in the art we create but in the artists that we are and the solutions our creativity will provide.

2 Membership

2.1 New Co-op Exhibiting Artist Membership

2.1.1 To qualify for new a Co-op Exhibiting Artist Membership artists must:

Be a member of AiA, pay the \$25 application fee, complete the Co-op Exhibiting Artist Member Application Process and, upon acceptance, sign a Co-op Exhibiting Artist Contract. If you are accepted into the Co-op, but the AiA Co-op has enough members of a certain type medium (such as 2D/wall pieces versus 3D/sculpture/jewelry) the artist may be

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put on a waiting list before being accepted into the Co-op for membership payments. In this case, the artist can still be an AiA Member, just not an AiA Co-op Member until they are selected from the waiting list.

2.1.2 To be approved for new Co-op Exhibiting Artist Membership, an applicant must:

Successfully meet the requirements of the two-part process, including a jury and an interview.

2.1.3 Approval of new Co-op Exhibiting Artist Membership:

The Curatorial Planning Committee will jury and interview applicants and then present their recommendations to the Co-op Members at an AiA Co-op Member meeting. If needed, the Co-op Members may assist in the jury and interview process. A majority positive vote of the AiA Co-op Members is required. The Membership Committee will promptly send written notification of the decision to the applicant.

2.2 Co-op Membership Types

A Co-op Member is an artist, art worker or patron of the arts who has demonstrated his or her dedication to the arts; is recognized by peers, and has a history of a good reputation in the arts community. Co-op Members are expected to actively lead and/or serve on Cooperative committees; work required shifts or hours in the gallery and participate on a regular basis in Co-op Member and committee meetings. Non-Sitting co-op members are excused from sitting the gallery, but are still expected to serve on a committee. A Co-op Member who needs to miss a meeting should notify the Co-op Management Team (CMT).

2.2.1 AiA Co-op Exhibiting Artist Members:

Co-op Exhibiting Artist Members will be given priority for exhibition space. Co-op Exhibiting Artist Members are expected to exhibit only the art for the medium which they were originally approved and to present it so that it meets the criteria as required by the Gallery. Should a Co-op Exhibiting Artist Member desire to exhibit other mediums of art, they should present it to the Co-op Membership to ensure that it does not over saturate the Gallery with any given medium and that it meets Gallery-level standards.

2.2.2 Consignment:

A Consignee will have completed application and request for the jury process. Once approved by the Jury Committee, the Consignee will be responsible for delivering their art to the cooperative by the date specified. They also will be responsible for picking up their art in a timely manner following the end of the specified period. They are not Members and are not permitted to attend Member meetings. Their work will be evaluated at the end of six months for continued showing or removal.

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2.2.3 Special Exhibit Guest Artists:

On occasion, special exhibits may be held at the AiA Co-op Art Gallery. For these exhibits, the Curatorial Planning Committee may decide to include invited or juried artists. The Special Exhibit Guest Artist is responsible for prompt delivery and pick up of their art according to the schedule set out by the Curatorial Planning Committee. The Special Exhibit Guest Artists do not gallery sit but are expected to attend receptions relating to the special exhibit. They are not Members and are not permitted to attend Member meetings.

2.3 Membership Requirements

2.3.1 2.2a Member Requirements:

2.3.1.1 Member Fee:

Members will pay a \$25.00 non-refundable application fee at the time of their application. Due after acceptance is a first and last month's rent fee. This will be in the form of two payments: one for the membership application fee on the website, and one for the membership dues. The Application fee is non-refundable. The Membership Fee, if paid in monthly installments, will contain a first and last month fee for the initial payment. The last month portion will be applied to the last month of Membership provided the member resigns in good standing, has completed his/her 6-month Membership contract and gives the required 45-day notice. If resignation is not in good standing, the last month is not refundable.

The Monthly Fee Schedule is initially set in the following table. Note the AiA Membership fees will be in addition to the monthly fee: \$5 a month for ArtistsinAction.org gallery membership and \$3.50 for standard monthly membership.

Category of Participant	Monthly Fee	Artist %	†AiA %	Elsinore%	Total
Co-op Member – Non-Sitting - & work on committees	\$ 50.00	50%	30%	20%	100%
Co-op Member – Sit the gallery & work on committees	\$ 35.00	60%	20%	20%	100%
Guest Artist	\$ -	60%	20%	20%	100%

Note: Elsinore will take care of receipt of sales, payments to Artists, and reporting to Co-Op Finance Coordinator, and to the IRS. See the *Finance Coordinator* section for details.

These monthly fee amounts will be periodically reviewed and adjusted by the Members during their meetings. These payments are non-refundable.

Note: The Watercolor Society show in October will take over the main gallery. Our monthly fees are actually amortized over 12 months for the 11 months of actual use to make the recurring billing simpler.

2.3.1.2 Commitment:

1)

Members are required to make a required 6-month commitment to participate in AiA Co-op exhibits, Member meetings, committees and their share of the Member financial business as outlined above. Exceptions may be

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made from time to time by a majority vote of the Membership. If a Member takes artwork out of the AiA Co-op gallery to support show outside of the Co-op, they are still responsible for the AiA Co-op fees (they have a six month commitment to the Co-op and the Co-op is depending on the fees to pay rent).

2.3.1.3 Commissions on Member Sales:

When art belonging to a Member sells, commissions are charged to cover basic costs such as credit/debit card fees, advertising, hanging, packaging, etc. The commissions are identified in the Member Fee section above. Payment will be made to the Member by the 15th of the month following the sale. Note: When an AiA Co-op or Elsinore customer commissions a piece of art from a Member artist or purchases another piece of the Member's art that isn't presently on exhibit at the Gallery, and the AiA Co-op Gallery or Elsinore employee plays any role in the commissioning or purchasing of the piece, the Member needs to pay a 10% commission to AiA Co-op or Elsinore Gallery, even when the artist handles the payment for the commissioned piece privately. If the piece(s) sold were done so due to some form of exposure through or because of AiA Co-op Gallery Membership then a commission needs to be paid. For example, when a Member purchases another Member's art that is on exhibit at the AiA Co-op, a 10% commission is paid to the AiA Co-op. When two or more pieces of exhibited art are exchanged between Members, a commission is not paid.

2.3.1.4 Time Contribution:

Members will contribute to the business and operations of the Cooperative. This includes, but is not limited to, serving on committees, staffing the gallery, maintenance and upkeep of cooperative assets and physical space, attending Member meetings, events and other duties as determined by the business needs.

The amount of time for sitting the gallery may vary according to the number of members assigned to sitting the gallery. Depending on the number of members, this could be 12 or more hours, but the target is ~8 hours per month. The shifts can be broken down into increments of ~4-hour shifts. The Work Scheduler Coordinator is responsible for identifying the number of hours and shifts. Elsinore staff can handle sales for times when an AiA Co-op gallery sitter is not available. AiA Co-op does not need to be there 100% of the time that Elsinore is open.

2.3.1.5 Conduct:

Members are required to conduct themselves in accordance with the spirit and letter of our mission and values.

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2.3.2 Consignee Requirements:

2.3.2.1 *Commissions on Consignee Sales:*

The Cooperative will deduct a 50% commission from any sale made of a Consignee's art. Payment, less the 50% commission, will be paid to the Consignee no later than the 15th of the month following the sale.

2.3.3 Special Exhibit Guest Artist Requirements:

2.3.3.1 *Commissions on Special Exhibit Guest Artist Sales:*

The Cooperative will deduct a 40% commission from any sale made of a Special Exhibit Guest Artist's art. Payment, less the 40% commission, will be paid to the Special Exhibit Guest Artist no later than the 15th of the month following the sale.

2.4 Insurance

All exhibiting artists (Member, Consignees and Special Exhibit Guest Artists) are expected to insure their art against damage, theft or loss. Self-insured for the insurance protection is allowed.

2.5 Termination of Membership

2.5.1 Voluntary Termination of Membership

A Member wishing to leave the cooperative must submit in writing or email to a Member of the CMT, their intent to terminate their Membership. All fees associated with their Membership are non-refundable. Although a year-long commitment is encouraged, it is not required.

A Member wishing to terminate their Membership must do so in writing. If the termination is effective on day 0-44 from the date the written notice of termination is received, then the terminating Member must pay both the current month's dues as well as an additional month's dues. If the termination date is day 45 or beyond, then the additional month's dues is not required. The Member will be expected to keep their art in the gallery until the completion of the month for which they have paid dues if they so desire and complete their full responsibilities as a Member during that time. If a Member has resigned in good standing and completes the above, he/she may return to the Gallery without renewing his application fees or jurying.

2.5.2 Involuntary Termination of Membership

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A Member may be terminated if the Member fails to abide by the terms set forth in this Operations Agreement or their contract and if a Member's actions violate the terms or spirit of the Mission and Values of the Cooperative. Termination of Membership may be accomplished by the following procedure.

Termination of Membership must be approved by a majority vote by the Members at a meeting attended by a quorum.

Notice of termination of Membership must be given to the terminated Member in person by one of the CMT and at least one other Member. If unable to meet with the Member in person, a registered letter will be sent within seven days to the terminated Member.

The notice of termination must specify why the Membership is being terminated.

All Members must be informed of the Membership termination at the next regular Member meeting.

3 Financial

Membership payments are paid according to the terms set forth by this Operations Agreement and the contract Members have signed. All Membership payments are non-refundable.

3.1 Commission Due the Co-op

The Members will periodically, but no less than annually, establish the percentage of Commission that is due the Co-op Gallery and Elsinore at the time of the sale. Payment will be issued to the artist less those commissions.

3.2 Distribution of Proceeds

Proceeds from the AiA Co-op commissions received from art sales will be placed into the AiA's checking account and reported as AiA Co-op income. The AiA Co-op may deduct from this income account any Cooperative expenses as agreed upon at a general meeting. Disbursement from this account is coordinated with the AiA Finance Director.

3.3 IRS Tax Requirements

This organization is part of Artists in Action non-profit and reporting for AiA income and expenses that are derived from the AiA Co-op will be recorded in the Artists in Action financial reporting. Elsinore will take on the responsibility of recording sales, distribution to Artists in Action and to the individual artist members. Elsinore shall provide reporting to AiA Co-op of AiA Co-op related income and disbursements made.

Elsinore will be responsible for assuring that all reporting requirements for IRS and State Taxes are met. This includes, but is not limited to, issuance of 1099's reflecting payments to its Members. The Finance Coordinator, in conjunction

Draft



with the AiA Finance Director, will review Elsinore reporting for accuracy. As necessary, funds will be allocated to securing a Certified Public Accountant's services to properly complete IRS and State reporting requirements.

3.4 Contractual Obligations

No Member is authorized to make a financial commitment, either contractual or implied, on behalf of the AiA Co-op without prior Member approval. Failure to obtain proper approval is grounds for involuntary separation as a Member and possible legal action by the Membership to recover any losses of money.

3.5 Member Fees and Expenses

Member fees will be paid to AiA and deposited into the AiA checking account and recorded as income to the AiA Co-op. These fees and other sources of AiA Co-op income will be used to pay AiA Co-op expenses and recorded as AiA Co-op expenses, such as Elsinore rental fees. AiA Finance Director and the AiA Co-op Finance Coordinator will work together to manage the accounting and issue payment of expenses.

4 Member Meetings

The Co-Management Team Chair shall designate a time and place for monthly Member meetings. Notice of the meetings is to be given with at least one week's lead time whenever possible. Zoom, or other conference facility, may be used for meetings.

Special meetings can be called by the CMT, a simple majority vote of the Members or a petition signed by at least 20% of the Members.

Meetings are to be governed by the current Robert's Rules of Order.

Voting shall take place at Member meetings and Members must be present to cast a vote. As needs dictate, voting can be conducted via the Internet.

A quorum for Membership meetings will be 50 percent of the Membership.

Majority is defined as 50%, plus 1, of the members present.

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5 Operational Structure

The Operational Structure consists of the Members.

Members, including its Co-op Management Team, Recording Secretary and Financial Chair, are not compensated beyond what their Membership states in the bylaws.

All Members must disclose any personal, professional or financial conflict of interest promptly and fully. A Member with a conflict of interest is not to cast a vote on any relevant issue.

5.1 Duties of Operational Positions

The duties of the Operational Positions are as follows:

5.1a Co-op Management Team (CMT): Shall call Member meetings to attend to Cooperative matters, assist Financial Coordinator, gather monies and deal with personnel issues, contracts and maintaining the operations of the Gallery. The CMT, consisting of three Members, serves for a period of 4 months on a rotational schedule unless the Members agree to a different period. Each Member shall serve 4 months on the Team and rotate off in an alternating pattern so that there is always a past Team Member present with new team Members. The CMT shall be responsible for recommending the target number of active 2D and 3D artists with in the AiA Co-op and should be approved by the membership. The Membership Committee shall use this information when considering new members or selecting members from the waiting list when in need of new members.

5.1b Recording Secretary: Gathers items for the agenda, electronically distributes meeting agendas prior to the meetings and keeps minutes of all meetings. The Secretary will keep a permanent file of the minutes electronically for the gallery for 3 years at the in the AiA Google Drive.

5.1c Finance Coordinator: Shall be responsible for financial matters of the Cooperative and shall provide the Members with reports at each meeting and a financial statement at the end of each year. The Finance Coordinator or designee double checks monies received and dispersed, keeps all financial books and works in conjunction with the AiA Finance Director and the Elsinore Finance Liaison to maintain accurate records.

The Elsinore Finance Liaison is responsible for capturing sales, disbursing checks to artists, keeping records of disbursements of AiA Co-op financial activity by Elsinore, reporting AiA Co-op-related accounting to the Finance Coordinator, and reporting income to the IRS.

The AiA Finance Director is responsible for submitting Oregon state non-profit filing requirements.

Draft



5.1d **Meeting Facilitator:** Facilitation of Member meetings will be rotated by the CMT.

5.2 Standing Committees

The Members will establish committees, both standing and temporary. The committees will be regularly reviewed to determine relevance and to provide committees with guidance and direction. Members can rotate from one committee to another to gain experience and to keep fresh, but also maintaining continuity for the committee (not everyone on the committee should rotate off at the same time). Members should stay on a committee for at least 2-3 months before rotating to another committee.

The standing committees are:

5.2a **Curatorial Planning Committee** – Shall be responsible for recommending to the Members for approval an annual list of all exhibits – regular and special. They will establish names for the special events and determine the schedule of featured artists. They will determine duration, reception dates, fees, and other information surrounding each exhibit. They are to work with the reception, curation and public relations/media chairs to ensure that each exhibition is successful.

5.2b **Public Relations/Media Committee** – Shall be responsible for generating PR/Media opportunities, advertising, marketing, website management and signage for the Cooperative. They are to routinely update the Membership on their recent, present and future PR/Media plans. Requests for publicity and interviews should be directed to the Chair of this committee so that the Cooperative presents a professional and planned message. This committee is also responsible for being the contact for the Featured/Guest Artist. This committee will communicate with Featured/Guest Artist about dates of receiving art, picking up art, event information, etc.

5.3c **Curating Committee** – Shall be responsible for curating the gallery. This includes configuring displays, keeping it fresh and appealing through periodic movement of displays and art and incorporating new and removing old art, recording the artwork in an inventory file for use by Elsinore for sales and for reconciling unsold artwork to be picked up by artists. Reviewing incoming original artwork, prints and cards for quality is a part of accepting incoming artwork for the co-op. The committee will email the planned mapping of the gallery at least 1 week ahead of the next curating event and work with Elsinore for the printing of the appropriate labels and placards. This committee shall routinely work with the Curatorial Planning Committee so that Exhibit dates are met. They will also work with Elsinore to ensure that the look of the gallery is cohesive and is cleaned up after changes in art with no tools and clutter left behind. The committee will approve of any materials brought into the Gallery by members, or purchased for the AiA Co-op, that will be a part of the AiA Co-op Gallery presentation, including racks, bins, card holders, pedestals, stands

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and similar items to ensure quality and overall consistency of appearance and stability. The Curating Committee is to update the Members on a regular basis.

5.3d Reception Committee – This committee works with the Curatorial Planning Committee and the Members to ensure that receptions are regularly held to coordinate with the featured artists and exhibits. They are to work with the Members and Elsinore to make sure that appropriate refreshments are provided. Along with Elsinore, the committee shall also to work with local Wineries, musicians, etc. to make sure that the receptions, First Wednesdays and Special Events are appealing to the public. They will clean up the gallery following receptions and establish a rotating list of Members to do so.

5.3e Membership Committee – This committee shall be responsible for establishing and maintaining application forms for Memberships and Consignment. They are to Interview and screen applicants and their art to present applications and art samples to the Members for jury purposes. They are to communicate with the applicants, in writing, as to whether or not the applicant is accepted for Membership/consignment. The Membership Committee shall also be responsible for maintaining a waiting list when the number of accepted artists in 2D and 3D should exceed the number of artists that can be shown in the gallery space as determined by the CMT. The Membership Committee shall use the recommended number of 2D and 3D artists (recommend from the CMT and approved by the membership) when considering new members or selecting members from the waiting list when in need of new active AiA Co-op members.

5.3g Work Scheduler Coordinator- This person shall be responsible for managing the monthly gallery sitting calendar for the AiA Co-op. This includes monitoring the schedule to see that over time each Member sits the gallery on an equitable basis. Each month's calendar will be disseminated to the Members once it is complete by email. An application, such as Signup (<https://signup.com/>), shall be used to help manage signups for schedules to *ease the management and allowing Members to directly swap schedules for convenience*. The application and information shall be available in the gallery to record the Members responsible for particular activities. After the schedule is posted, Members are responsible for making or arranging changes.

5.3h Basic Operations/Supplies: This committee ensures that the gallery has basic supplies purchased and also monitors the gallery to see that maintenance of the gallery is brought to the Membership's attention and that once agreed upon, schedules completion of that maintenance.

5.3i Technical Website Support: This committee (person) ensures that the website has appropriate features available to support the AiA Co-op. Works with Elsinore to make sure ArtistsinAction.org and Elsinore elsinoregallery.com are appropriately bi-directionally linked and that information flows effectively between the organizations. Elsinore will maintain the AiA Co-op pages on their website based upon information that the AiA Co-op supplies.

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6 Dissolution

Dissolution of the cooperative will require a dissolution motion by the Membership. If the dissolution motion is passed by majority vote, the CMT will select a Member to carry out the necessary steps to complete the dissolution including but not limited to: paying bills due, notifying and discontinuing ongoing contracts, notification of Elsinore for agreement termination, arrange pickup of Consignor and Associate Members works, and schedule final cleaning and payments.

Upon dissolution, the remaining un-used Member fees of the cooperative will be returned to the associated Members. AiA will retain any other assets of the AiA Co-op.

7 Amendments to Operations Agreement

This Operations Agreement can be amended by a majority vote of the Members. A quorum is required.

This Operations Agreement is approved on this date:

_____ Date