

**SWIFT WATERS ARTISANS' COOPERATIVE
MEMBERSHIP AGREEMENT**

NAME _____

ADDRESS _____

HOME PHONE _____ CELL PHONE _____

EMAIL _____

WEBSITE _____

1. Membership/ Consignment in Swift Waters Cooperative is a YEARLY commitment and all members/ consignors must fulfill the obligations as set forth here.

2. Dues, Service and Commissions

- Each MEMBER shall pay a **one time, non-refundable** fee of \$150 at the time they join as well as \$20 per month
- Each CONSIGNOR shall pay a **yearly fee** dependent on the level they choose.
- At the time of signing each member must choose one of the following tiers.

TIER	HOURS OF SERVICE	DUES PAID	COMMISSION ON SALES
Member	display area to be determined by store coordinator 8 hours/ month	\$20/month one time fee of \$150	20%
Consignor level 1	display area to be LIMITED and determined by store coordinator	\$120 annually	50%
Consignor level 2	display area to be LIMITED and determined by store coordinator	\$180 annually	40%

- Membership dues and service obligations and consignors yearly dues must be current in order to exhibit or sell artwork in the store.
- A member is considered delinquent when they have not paid their dues by the fifteenth of the month.
- a consignor is considered delinquent if their yearly dues are not paid within 15 days of their anniversary date. (the date they joined) Failure to fulfill either obligation will result in the removal of the delinquent members/consignors items from the store.
- Proceeds from total monthly sales, minus the commission, shall be paid to all members as soon as possible the following calendar month. Money or service owed to the Co-operative shall result in withholding of the members check and/or a reduction in the members proceeds until the debt is paid in full. In the event that no commission sales were made, the artists items may be removed from the shelves until the debt is paid in full.
- Fees, hours and commission rates may be subject to change by a majority vote of the membership depending on the current financial situation of the cooperative.

3. Items For Sale/ Inventory

- Items to be sold at Swift Waters must be handcrafted or designed by the member/consignor and must be of high quality. All vendors are responsible for product integrity and safety after sale. Members/consignors must maintain their own inventories. When items are brought to the store, each item must be marked with its retail price and assigned vendor code.
- **A member/consignor may not bring in inventory of a type other than that which was initially juried i.e. if you joined as a stained glass artist you may not bring in another craft such as photography, jewelry etc. without it being juried first.**
- Members/consignors have the option of providing an inventory list (stating cost of materials only) for each item. Only those items on inventory lists provided to the cooperative shall be covered by insurance.
- The Cooperative reserves the right to review quality, pricing, and other vendor issues as they arise.
- **All props, display cases, etc. must be approved by the store coordinator.**
- The store coordinator, upon discussion with 1 or more members of the Board of Directors, may remove an item from the store at their discretion if they feel the item does not meet the high standards of craftsmanship and safety set by the Cooperative. The owner of such items shall be informed of the removal as soon as possible. Members and consignors may appeal any such decision at the next Board meeting.
- Swift Waters Artisans will make all reasonable efforts to protect inventory.

- The Co-op is not responsible for any item that is damaged, lost or stolen and will not replace or reimburse members/consignors for any such losses. The Co-op's insurance will only cover the artisan's cost, not the retail price of the artwork, of items on the inventory list provided the co-op.
- **A member/consignor shall not remove more than 50% of their inventory** for shows etc. If merchandise is removed for a weekend it shall be returned prior to opening on the following Tuesday.
- **Once assigned an area, members and consignors are responsible for updating their inventory and keeping their display area dusted and clean. Members/consignors shall not place items in areas other than that which was assigned and shall not rearrange, move etc. other members/consignors items without the consent of the owner of said items or the store coordinator.**
- At the end of the consignor contract period, the work will be reviewed in terms of space, sales and quality expected of a consignor and at that time may or may not be asked to renew the contract based on that criteria.
- If at the end of a consignor contract, the consignor wishes to become a member, they they will have to be juried in again and will be required to pay the same one time membership fee and fulfill the same requirements as full time members.

4. Membership, Board Meetings and Voting

- Each **member** will make a good faith effort to attend membership meetings, participate on the Board of Directors, serve on a committee and be active and responsible members of the Cooperative.
- Each **member** in good standing (dues paid) will have one vote in the operations of the Cooperative and the election of the Board. All issues involving major policies, fundamental changes and financial rights and interests of members shall be decided on or approved by the members . Day to day operations of the cooperative will be decided on or approved by the Board of Directors and those appointed by the Board.
- Each **member** shall read and follow the Swift Waters by-laws and policies.

5. Termination of Membership

- Members may terminate their membership at any time with a sixty day written notice given to the President of Swift Waters. However, if a member has not paid **annual** dues for the current year, they must continue to pay dues until the year is paid in full. All financial obligations must be met before items may be removed from the store. Said items shall be removed from the shelves and held in storage until all obligations are met.
- *The Board of Directors has the right to terminate any membership at their discretion.* Any member being terminated shall receive a written notice seven days prior to their termination which shall include a description of the reason for termination. Members have the right to respond to the termination charges within thirty days of the receipt of the notice and the right to appeal the decision at the next regularly scheduled Board of Directors meeting.
- Members who are terminated must retrieve their work and any props, display pieces etc. **within thirty days of the termination date.** **Anything left after thirty days** will become the property of Swift Waters. All financial obligations with the cooperative must be met before inventory can be removed from the store. An itemized list of all sums owed to the cooperative will be given to the member in writing on or before the termination date.

6. I have read this Membership agreement and agree to all the terms described. This agreement is binding. I agree to promptly pay when due, and in the manner requested, all fees, charges, accounts or other services or amounts owed to the Cooperative. I authorize the Cooperative to deduct such sums owed to it from my sales proceeds or other sums due to me.

Signature of Member

Date

Revised Contract Sept., 2016