

**CONTRACTURAL AGREEMENT
GALLERY 302 --EXHIBITING MEMBERSHIP**

GENERAL

Articles of Agreement made this date set forth between the membership known as Gallery 302, and _____ referred to as Exhibiting Member.

Gallery 302 is a membership organized and existing for the purpose of making available to the community of Bridgton, Maine, good, original works of art at affordable prices and providing a location for the Exhibiting Members to show and offer for sale works of art. Gallery 302 and the Exhibiting Member agree to the following:

MEMBERSHIP FEE AND DUES

In addition to paying annual membership dues to the Bridgton Art Guild, the Exhibiting Member promises to pay to Gallery 302 the sum of \$25 per month for three [3] months for a total of \$75. The \$75 fee is due 10 days prior to the beginning of the Exhibiting Member's exhibition date. In the event that Gallery 302 does not remain open due to an unforeseen event, a prorated amount will be returned to the artist.

DUTIES OF EXHIBITING MEMBER

The Exhibiting Member agrees to be bound by the rules of operation and sales procedures of Gallery 302 as they presently exist or as they may hereinafter be amended, and certifies that he/she has read and is aware of the rules that presently govern the operation of Gallery 302.

The Exhibiting Member agrees to work without compensation the number of days necessary for the operation of Gallery 302, Monday through Sunday of each week. The dates on which the Exhibiting Member shall work shall be the responsibility of each Exhibiting Member to schedule and work the required number of days per month. The required number of days per month is determined by the number of gallery Exhibiting Members at any given time. IF AN EXHIBITING MEMBER IS UNABLE TO FULFILL THE WORK OBLIGATION OR TO WORK SCHEDULED DAYS, IT IS HIS/HER RESPONSIBILITY TO ARRANGE FOR ANOTHER QUALIFIED MEMBER TO WORK IN THEIR PLACE, or provide financial compensation at the rate of minimum wage for that scheduled work time.

Exhibiting Members may perform certain duties, determined by the Board of Directors of the Bridgton Art Guild, in lieu of sitting the Gallery. These duties may include, but are not limited to: Board of Directors Member, Chair a Gallery Reception, Chair a Bridgton Art Guild Standing Committee that meets monthly, act as Gallery Manager for a 5-7 day period during a month, provide an educational program, organize a workshop, act as Newsletter Editor, write a grant application.

Artists are responsible for bringing in new works to update the show and keeps it fresh looking. Each exhibitor will submit a biography on one 8.5 "x 11" sheet, with the 1.5" margin on the left side. These pages will be available in a loose-leaf binder at Gallery 302 so shoppers can get a glimpse of the artist whose work they are buying.

The Artist must keep his/her space filled to 60% of the allotted area. If an artist removes art work for another show, replacement art must be hung so that Gallery 302 does not have "empty" spaces during open gallery hours.

An Artist may not "sublet" their space.

RIGHTS OF EXHIBITING MEMBER

The Exhibiting Member shall, during all period of time in which the Exhibiting Member is in full compliance with the terms of this agreement and the rules of operation of Gallery 302, have the right to exhibit his/her original art

work in Gallery 302 in the areas designated and in the manner prescribed by the rules of operation for the purpose of sale to the general public.

Retail value of works shall be established by the artist.

The Exhibiting Member shall have the right to vote one vote on each matter that come before the meeting of the Guild membership pursuant to the rules of the membership.

RIGHTS OF GALLERY 302

For its service in selling the Exhibiting Members' works of art, Gallery 302 shall have the right to retain 15% of the sale price of any works of art actually sold and to retain an additional 2 % if such sale is affected by the purchaser through use of Visa, MasterCard, American Express or Discover charge system. The Gallery shall receive a 15% commission for work initiated through the Gallery. Gallery 302 assumes responsibility for payment of Maine State Sales Tax.

Gallery 302 shall have the additional right to retain from any Exhibiting Member 's share of funds derived from the sale of his/her work of art, any delinquent payment due for monthly membership, or any other sum due to Gallery 302 by reason of this agreement.

TERMINATION OF AGREEMENT

Gallery 302 shall have the right to terminate an Exhibiting Member's interest for breach of this agreement and upon a vote of a simple majority of the Board. Conversely, the Exhibiting Member may terminate this agreement upon breach of the terms by Gallery 302. In the event that an artist must end this contract with Gallery 302, reimbursement on a pro-rated basis will occur when and if another qualified artist can immediately fill the space.

SETTLEMENT OF DISPUTES

In case of a dispute arising directly or indirectly out of this agreement, the dispute will be resolved through binding arbitration.

LIMITS OF LIABILITY

The artist will not be held liable for any debts incurred by Gallery 302 or by the Bridgton Art Guild. The Artist is responsible for his/her own insurance and agrees to "Hold Harmless" terms with the gallery.

I have read and understand this contract, and I will abide by the foregoing agreement.

EXECUTED IN DUPLICATE, one copy of which was delivered to and retained by

Exhibiting Member, this _____ day of _____.

Contract in effect from _____ to _____.

Exhibiting Member

Managing Member, Gallery 302

Medium that you plan to exhibit?