

Membership Agreement

This membership agreement (the "Agreement") is made and entered into as of October 02, 2024 (the "Effective Date") between Blue Morning Gallery (the "Gallery"), a retail Art Gallery, and (the "Artist") (collectively, the "Parties").

The Gallery requires the Artist to perform services for it and may request the Artist to perform other services in the future.

The Parties therefore agree as follows:

1.0. Term and Termination

1.1. This Agreement takes effect immediately as of the Effective Date, and remains in full force for a minimum of one year (**the "Term"**), and will automatically renew each year, unless earlier terminated under this Section 1.

1.2. Either Party may terminate this Agreement after one year for cause by providing the other Party: a 30-day written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement.

2.0. Definition of Blue Morning Gallery

2.1. Blue Morning Gallery is an artist owned and operated RETAIL art gallery. It is NOT a museum or a Consignment Gallery.

2.2. Membership in Blue Morning Gallery is a privilege and as such, comes with certain expectations and responsibilities. This is a great place to sell your work, but members must never forget that they are the ones expected to keep the gallery running.

2.3. Members of Blue Morning Gallery are bestowed voting rights, which relate to and/or govern the operation of the Corporation/Gallery. No other considerations are included in this membership.

3.0. Artist Services & Requirements

3.1. During the Term, the Company may engage the Contractor to provide the following services as needed (the "Services"), or other such services as mutually agreed upon in writing by the Parties.

3.2. If invited to join, the artist will submit a one-time \$50 membership-processing fee, dues for your first month space rental, and \$20 for an annual fee, which goes to the funding of a Scholarship in the name of Blue Morning Gallery for a deserving student in the Visual Arts Department at the University of West Florida.

3.3. Blue Morning Gallery is also active in many community events, as well as staging many events of its own. As such, each member is expected to actively participate in the running and operation of the Gallery and events.

3.4. If you have vision restrictions for night driving, be advised, Blue Morning Gallery is open for business until 8:30 p.m., at least 4 nights per week. In addition, the Gallery participates in numerous Downtown evening events, receptions, Pop-ups, including Gallery Night, all into the late evening hours (after dark), all requiring members' involvement. Board Meetings and Members' Meetings (required attendance) begin at 5:30 p.m. and end by 8:00 p.m. It behooves each member to ensure their own ability to meet their obligations to the Gallery.

3.5. In order to keep their membership active, members MUST either serve on the Board of Directors, as a member of a sub-committee, or commit to a specific job as detailed in the Jobs for Members List.

3.6. All newly invited artists will receive a performance review after 90 days of membership. If a newly invited artist receives a poor performance review, an immediate termination of this agreement is possible.

3.7. Applicants are aware that the work requirement for membership BEGINS at 10.5 hours per month of desk duty, plus participation in monthly Gallery Night and other Special Events.

3.8. Members are solely responsible for the scheduling of their work shifts. Of course, we understand life happens and the need to reschedule a work shift may be necessary. Again, members are solely responsible for rescheduling of a work shift.

3.9. In the event of shift changes, members MUST inform the Staffing Director of any and all changes in work schedules in advance.

3.10. The Gallery conducts a quarterly space change for all members in all categories: 2-D, 3-D, and Jewelry. All members are responsible to move their own work. If for any reason you are physically unable to perform this task on the scheduled change date, you alone are responsible to make other arrangements to accomplish this move, prior to the date. Your move must be completed by end of business on the scheduled change date.

Depending on your category, a space change will include bending, lifting, walking, and climbing a safety ladder.

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3.11. Members are required to attend the bi-monthly Members Business Meetings held on the fourth Monday at 5:30pm in January, March, May, July, September, and November.

3.12. All Sales for a member during a calendar month will be paid after the first part of the following month, excluding a 15% commission taken by the Gallery.

4.0. Independent Contractor Status

4.1. The Parties intend that the Artist and any Artist Personnel be engaged as independent contractors of Gallery. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

4.2. The Artist will not be entitled to worker's compensation, retirement, insurance or other benefits.

5.0. Representations

5.1. Both Parties represent that they are fully authorized and empowered to enter into this Agreement

6.0. Indemnification

6.1. The Artist shall indemnify and hold harmless the Gallery, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Artist's services under this Agreement.

7.0. Confidential Information

7.1. Each Party agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving Party reasonably should know is confidential ("Confidential Information") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

8.0. Liability

8.1. EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL,

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PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Parties are signing this Agreement on the date stated in the introductory clause.
BLUE MORNING GALLERY

By: _____

Name: David Schulz

Title: President

[ARTISTS NAME]

By: _____

Name:

Title:

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