

Members Contractual Agreement

Ebb Tide Gallery of Gifts – 7809 Pioneer Way, Gig Harbor, WA 98335

Upon signature by both parties this is a binding contract. Please read thoroughly before signing.

The member shall pay a monthly rent fee \$_____ on or before the 25th of each month. A late fee of \$15.00 shall be due and owing if rent is not paid in full by the last day of the month. New members shall pay first and last month's rent upon joining. Rent fees may change, as voted on by the membership, from time to time during the term of this contract due to costs of operation. The member agrees to pay such new rental rate. The Gallery shall give the individual members notice of any rent increase or decrease at the earliest date prior to the effective date of change.

The member agrees to pay a monthly commission of 10% on all pre-tax sales. In addition the current percent shall be paid for bankcard charge sales to cover fees levied by the bank. The member also agrees to pay a commission on all sales generated through Ebb Tide Gallery.

The Gallery shall tender a check for all monies from the member's monthly sales including sales tax. Commissions and bankcard fees shall be deducted from sales proceeds. The member agrees to pay all sales taxes and keep their own sales tax records. The member hereby indemnifies and holds Ebb Tide Gallery harmless for any unpaid sales tax attributable to sales of the member's work. It shall be the member's responsibility to pick up their check from the Gallery.

The member is solely responsible for providing insurance coverage for their merchandise. The Gallery will provide liability insurance only. The member holds harmless the Ebb Tide Gallery of Gifts and any related associations or corporations, including but not limited to officers, board members, screening committees, individual members and gallery attendants from any act that may result in damages, theft or other loss to the member's products.

The member agrees to work the number of hours per month or such other times as may be determined by the membership and Board. If a member is unable to work it is their obligation to find a replacement; which must be done in accordance with the Gallery operations procedures. If a member at the end of their contract owes work hours, an hourly fee consistent with the current Washington State minimum wage shall be charged and may be deducted from their final payment check. In case of inclement weather it is the member's responsibility to notify a board member of the Gallery that the Gallery will be unattended or he/she will be liable for payment for those hours. The member agrees to abide by the display committee guidelines for the professional presentation of their work.

The prospective member has read and fully understands the Gallery contractual agreement, Gallery policies and procedures, By-laws and agrees to abide by them.

The term of this contract is one (1) year. After one year the contract is month by month unless sooner terminated by the Gallery Board of Directors. The member shall provide at least 60 days advance notice in writing of his/her intent to discontinue membership. Failure to fulfill the 1-year contract will result in forfeiture of 1 months' rent.

_____ Member's Signature	_____ Date	_____ Gallery Representative
_____ Print Member's Name	_____ Gallery ID No.	_____ Contract Fulfillment Date
_____ Address		_____ WA State Unified Business ID#
_____ Phone Number	_____ E-Mail address	
Screen Date _____		(Revised December, 2019)