

## ArtContempo, LLC Membership Agreement

**Assignment:** This agreement is personal to me. I may not assign my rights under this agreement without the prior written consent of ArtContempo, LLC. (hereafter, ACLLC) or its assigns.

**Sign Up Procedures/Dues:** I agree to pay my initial membership fee and my annual dues in accordance with the terms outlined by ACLLC. (See *Addendum One: Membership Fees/Dues*)

I agree to submit, within 30 business days of acceptance the following:

- A resume and a 200 to 400-word biography stating my accomplishments.
- Up to 50 portfolio images in .jpeg or .png format in the sizes specified by ACLLC with the understanding that ACLLC has the right to veto any images that are deemed inappropriate. This includes any film or music downloads. All images are to be named in a format outlined by ACLLC. Images should contain a 'watermark' to protect artwork. If I want this done by ACLLC, there will be additional fees - refer to optional fee schedule.
- I also agree to submit a .jpeg or .png photo or self portrait of myself for my Bio Page.

**Within 30 business days of submissions ACLLC will complete** Artist web pages with all pertinent information and portfolio submissions.

**Statement of Intent:** As an ACLLC artist, I understand that the intent of this cooperative is to collaborate with other artists within the organization to bring about a positive change to our local and global community. I am committed to creating change through volunteer efforts and/or cash donations. I understand that this is an honor system and while no minimum requirements are placed upon me, I will make every effort to give of myself or my time whenever possible. I understand that members of ACLLC are strongly encouraged to participate in charitable events as well as other social responsibility events.

**Cancellation of Agreement:** I agree that ACLLC has the right to terminate my membership at any time if I violate the terms of this contract. I understand that if I act in a manner that is unethical or inappropriate by ACLLC's standards, ACLLC may, at its sole discretion, terminate my contract. I understand that a pro-rated refund of annual dues, less the expenses paid on my behalf for services such as website design of artist pages, etc. I may terminate my membership at anytime by providing 30 days written notice via the postal service. I understand that any refund (less expenses) due me will be mailed within 60 days of termination.

**Changes to Contract:** ACLLC reserves the right to change the terms and conditions of this contract as needed at any time. I may log onto the ACLLC website to review changes in terms.

**Renewal of Contract:** I will be required to renew and sign an annual contract and submit annual dues, according to ACLLC's terms and conditions.

**Code of Conduct:** I agree to abide by the Code of Conduct set forth by ACLLC including but not limited to maintaining professional appearance and attire while attending any ACLLC related business events. Regardless of setting, I will not imbibe alcohol or illegal drugs while meeting with or working for a client of ACLLC. I will treat each client with respect. I will keep my agreement to perform services as outlined with the client in a timely manner. I will uphold the highest level of customer service while dealing with the clients, members or owners of ACLLC at all times. A member who does not fulfill their contractual obligations to any client that is referred from ACLLC will be expelled from membership and a new artist will be assigned to that client's project.

**Independent Contractor:** I am not an employee of ACLLC and I am therefore responsible for my own taxes, government licenses and regulations. All money from the client will be invoiced by my company, *not ACLLC.\** I

am an independent business owner and I will be responsible for any employees or *independent contractors*\*\* that I choose to hire or work with. I understand that I will need my own tools and materials for each job.

*\*I understand that ACLLC is solely a referral service meant to connect the community with artists who are committed to positive change.*

*\*\*When hiring ACLLC member artists for assistance with a job, I will abide by federal, state, local and moral guidelines as to how to compensate each independent contractor.*

**Liability:** I agree to hold ACLLC or any of its assigns harmless from any liability, injury, marketing errors, debts or any miscellaneous issues that might occur. I further agree that I will maintain my own liability insurance policy and keep safety a top priority while working on any project through my individual company or through ACLLC. I understand that as an independent contractor I am responsible for maintaining appropriate licenses and insurances.

**Marketing:** ACLLC, at its sole discretion, from time to time will market products and services of ACLLC and/or co-op members. No guarantee is made, expressed or implied, as to the type or degree of exposure that any member will receive.

**Non-Compete:** I understand and agree that any clients referred to me by ACLLC, or by a member of ACLLC, remain the clients of ACLLC, or the referring member and I will not, directly or indirectly, compete with ACLLC or its' members for a period of 5 years from the date of the first contract with an ACLLC referred client or completion of project for a client, whichever comes later. The term non-compete shall mean that I, as the individual contracted artist, cannot market products or services to any ACLLC client without first notifying ACLLC. This does not apply to any clients that I had prior to becoming a member of ACLLC. This only includes clients that were referred to me through ACLLC. While I may at times collaborate with my fellow member artists I will not compete against them.

**No Guarantees of Profits:** I understand that by being a member of ACLLC there are no warranties expressed or implied of any kind with respect to receiving work, jobs or sales through ACLLC. There is no guarantee or prediction of any type of profit and I hold ACLLC harmless against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind of nature. ACLLC and or their assigns may not become subject arising out of or relating in any way to the use of services provided under this agreement including without limitation in each case attorneys fees, costs, and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits or liabilities.

**No Guarantee of Membership:** I understand that submission of this contract and payment of dues does not guarantee membership with ACLLC. ACLLC must approve membership. If initial membership is denied, then any dues paid will be refunded within 30 days. Membership may be assessed by a panel and held 4 times or more every year.

**Sales of Services:** I understand that if ACLLC refers a client to me for services I am responsible, as an independent contractor, for estimating the job, billing the client and collecting my invoiced fees. I understand that ACLLC is acting strictly as a referral source and I agree to hold ACLLC harmless if the client defaults on payment for any reason whatsoever. I understand that when I receive a payment from a client, I will be responsible to pay all applicable referral fees to ACLLC. as agreed.

**Sales of Products Through ACLLC Website:** Selling art through ACLLC's website will require me to provide ACLLC with a professional-grade scan of my artwork before it can be added onto the website.

**Prints Sold Online:** ArtContempo will process all orders for prints. I will still own my artwork and image, but I am giving permission for ACLLC to market and sell it for me, on my behalf, in exchange for a fee (See Fees). Online product sales will be reported to me within 3 business days and payment will be sent to me according to Payment Terms.

**Original Art Sold Online:** If I choose to sell original works of art through ACLLC's website, I understand it is my responsibility to maintain the artwork and to ship and insure it for the purchaser, via a shipping service providing signed receipt. ArtContempo will list the item(s) on the website, collect payment and report the sale to me within 3 business days. ArtContempo will make payment to me according to the Payment Terms and Fees. Because I am responsible for shipping the item, ArtContempo will notify me once funds have cleared so that I can then ship the original to the purchaser. I agree to notify ACLLC 3 business days in advance of the item becoming unavailable.

Due to the variety of art mediums, ACLLC will have a separate E-Commerce agreement for any art sold through ACLLC website other than that which is listed above.

**Use of Portfolio Submissions:** In an effort to raise the profile of the company, ACLLC may use any and all portfolio submissions for marketing purposes. ACLLC will not sell works by me or any other artist without the proper contract addendum signed by the artist and accepted by ACLLC. ACLLC reserves the right to decline publishing any items on the website that ACLLC (at its sole discretion) deems inappropriate for the overall image of the company, this decision is made solely by ACLLC.

**Voting Rights:** I understand that as a member, I have no legal or voting rights of any kind whatsoever regarding the company. All decisions are made solely by ACLLC and or its assigns. ACLLC will occasionally survey its members for input on advertising campaigns or adding new business opportunities.

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

St Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth: \_\_\_\_\_ (Must be at least 18 years old)

I Agree with the Terms and Conditions of ACLLC's Membership Agreement as set forth above and on their website and hereby accept this Agreement with ACLLC. I understand that this Agreement is subject to change by ACLLC with 30 Days written notice to me and that I may cancel at any time. I also understand the only monies refundable are Annual Membership Dues and that these Annual Membership Dues are prorated. All other monies paid are non-refundable. I understand that the Non Compete clause will remain in effect, even if this Agreement is cancelled by either party. I have read all the terms and conditions of the Agreement and understand this Agreement is not accepted until all monies are paid and my membership Agreement is approved by ACLLC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

For office use only:

Agreement Received Date: \_\_\_\_\_ Approved Date: \_\_\_\_\_ By: \_\_\_\_\_

Total Received \$ \_\_\_\_\_ Payment Method : \_\_\_\_\_

## Addendum One: Membership Fees/Due

### New Member Artist Fees

| Service   | Detail   | Fee             |
|---|--|-----------------|
| 3 Web Pages on ACLLC website<br><br>Optimized for SEO/ UO, including meta data<br><br><b>One Time Fee</b> | 1 <b>Bio Page</b><br><br>1 <b>Portfolio Page</b> (up to 75 images, sized & formatted to ACLLC specs, in .jpg/.png format)<br><br>1 <b>Contact Page</b><br><br>(See Optional Services for additional options.<br>This fee is Non-Refundable after 3rd Day of Acceptance)  | \$240.00        |
| New Artist Set Up<br><br><b>One Time Fee</b>  | Initial Membership Set Up Fee<br>This fee is Non-Refundable after 3rd Day of Acceptance  | \$200.00        |
| Annual Dues<br><br><b>Annual Fee</b>  | Membership Dues<br><br>(New Members joining on or after 9/1 will not be required to pay annual dues on the first January 1 billing cycle (last 4 months of the year are free of Annual Dues - dues are paid at time of contract and valid for up to 16 months for the 1st year of membership only and only for new members who join on or after 9/1) | \$120.00        |
| <b>Total</b>  | <b>Total NEW MEMBER Fees</b>   | <b>\$560.00</b> |

### Annual Fees

Membership Dues are paid annually, Due on or before January 1st of each year in the amount of \$120

### Referral Commissions & E-Commerce Fees

| Type          |   |  |
|---------------|---|--|
| E-Commerce    | Sales up to \$500.00  | 15% + cost of Shipping & Taxes if Applicable |
| Referral Fees | At times, ACLLC receives requests for artist work, i.e., murals, graphic design, metal sculpting, portrait paintings, etc. and we refer the work to the artist (s) best suited to the client's request. | 10% of Project Invoice                       |

### Optional Services and Fees

| Service                        | Detail - Optional Services and Fees   | Cost    |
|--------------------------------|---|---------|
| Google Voice Account Setup     | <p>Google voice set up services including voicemail (if it is available in your area), dedicated phone number, and all services provided by Google voice</p> <p>One time fee - non refundable after 3 days</p> <p>no ongoing costs associated with Google Voice, which is a free Service provided by Google. Fee is only for time involved for setup of this service on your behalf. No warranties are made in regard to availability of services provided by Google.</p>   | \$20.00 |
| Facebook Account               | <p>Set up services: A dedicated Facebook account for you as an independent artist</p> <p>no ongoing costs associated with Facebook, which is provided by Facebook. Fee is only for time involved to setup your account on your behalf. No warranties are made in regard to availability of services provided by Facebook.</p>   | \$20.00 |
| Twitter Account                | <p>A dedicated Twitter account for you as an independent artist</p> <p>no ongoing costs associated with Twitter, which is provided by Twitter. Fee is only for time involved to setup your account on your behalf. No warranties are made in regard to availability of services provided by Twitter.</p>  | \$20.00 |
| Blog Account                   | <p>A dedicated Artist blog account set up for you</p> <p>no ongoing costs associated with your Blog, unless you hire a content writer to maintain the Blog on your behalf. Fee is only for time involved to set up your account on your behalf. No warranties are made in regard to availability of services provided by the Blog host.</p>   | \$60.00 |
| E-Commerce Per Item Set up fee | <p>Retail your artwork through ACLLC website. This is a Per (unique) Item Set Up fee. For example, you have an original oil painting to sell for \$1,000, the set up fee is \$25. If you have an original piece of art that you sell prints of, each unique print design would be \$25. The quantity of the prints will not change your set up fee, it will still be just \$25.</p> <p>* NOTE: In addition to set up fees - you will be responsible for the 10%-15% commission to ACLLC at time of sale. See Fees &amp; Commissions for Sale of Artwork</p> | \$25.00 |
|                                |   |         |
|                                |   |         |
|                                |   |         |

# ArtContempo, LLC

## Invoice



|                     |  |
|---------------------|--|
| <b>Artist Name:</b> |  |
| <b>Address:</b>     |  |
| <b>Date</b>         |  |
|                     |  |

| Description       | Additional Notes/Services  | Type of Fee                      | Price    |
|-------------------|--|----------------------------------|----------|
| New Member Setup  | New Membership   | One Time Fee                     | \$200.00 |
| 3 Artist Webpages | Bio Page, Portfolio Page (up to 50 sized jpg/png images), Contact Page w/Form Fill | One Time Fee                     | \$240.00 |
| Annual Dues       | Payable each year (prorated 1st year at .33¢ daily)                                | Annual Fee                       | \$120.00 |
|                   |  |                                  |          |
|                   |  | Subtotal                         | \$560.00 |
|                   | <b>Optional Services</b>   |                                  |          |
|                   |  |                                  |          |
| Google Voice      | 1 Google Voice Setup (optional) - \$20   | One Time Fee                     |          |
| Facebook          | 1 Account Setup (optional) - \$20  | One Time Fee                     |          |
| Twitter           | 1 Account Setup (optional) - \$20  | One Time Fee                     |          |
| Blog Site         | 1 Blog Site Setup (optional) \$60  | One Time Fee                     |          |
| E Commerce        | Items are \$25 set up for each category/piece *                                    | One Time Fee                     |          |
|                   |  | Subtotal<br>Optional<br>Services |          |
|                   |  |                                  |          |
|                   |  |                                  |          |
|                   |  | Total                            |          |

**Make Checks Payable to: ArtContempo, LLC**  
**1700 San Mateo Drive, Dunedin, FL 34698**  
**(727) 386-9711 - Email: info@ArtContempo.com**

Once fees are paid you will be issued a private - members only - password to log into members area on ArtContempo.com where you can upload portfolio images and complete your information for your webpages, etc.

\* Fees are non refundable except for annual dues, which will be prorated when account is cancelled. We require 30 days written notice for cancellation of membership.