

# The Sandywoods Farm Gallery Cooperative

## Operating Policies and Membership Rules

(adopted February 9, 2011)

### I. Mission and Purpose:

(a) The Sandywoods Farm Gallery Cooperative (“Gallery Co-op”) was established effective February 9, 2011 for the purpose of: (i) exhibiting the work of Gallery Co-op members and other visual artists from both Sandywoods Farm and the greater community; (ii) providing the general public with cultural and educational opportunities related to the visual arts; (iii) advancing the artistic interests and careers of co-op members; and (iv) operating a visual arts gallery at 63 Muse Way, Tiverton, RI, to be known as “The Gallery at Sandywoods.” The term “visual art” encompasses all 2-D and 3-D media, including but not limited to painting, drawing, photography, sculpture, found object assemblage, installation art, video art, quilting, weaving, jewelry, furniture, ceramics, glass art, and mixed media.

### II. Creation:

(a) The Gallery Co-op was created at Sandywoods Farm (“SWF”) by a majority vote of visual artists residing at SWF and attending an organizational meeting held on February 9, 2011 for the purpose of founding the co-op and adopting these operating policies and membership rules. All of said founding members were eligible for automatic Gallery Co-op membership under Section III (a) below.

### III. Eligibility for Membership:

(a) Automatic co-op membership shall be offered to: (i) all visual artists residing at SWF as of January 1, 2011 who submitted work samples and/or an artistic statement or resume to the SWF resident selection review committee as part of the residency application process; and (ii) any artist living and working at SWF prior to its development as an arts and agricultural community.

(b) Other SWF residents (including those leasing rental units and those residing in their own homes) may apply for Gallery Co-op membership by: (i) submitting an application form (to be developed by the Gallery Co-op Executive Board), together with an artistic statement or resume and no more than five (5) images of original work, to the Executive Board; or (ii) providing the board with a website link where such statement or resume and images can be viewed. The Executive Board may, on a case by case basis, permit a prospective member to physically bring in his/her work for review by co-op members, but review of images of artwork shall be the preferred method of review. Upon being contacted by a prospective co-op member, the Executive Board shall circulate the submitted images and materials to all current Gallery Co-op members, informing them that the membership request will be acted upon at the next board

meeting, and inviting them to attend and vote. All co-op membership applications shall be decided upon by majority vote of those attending any such meeting, provided, however, that a co-op member who has reviewed an applicant's submissions and work samples may cast his/her vote in advance by contacting the Gallery Co-op Secretary in writing or via e-mail.

(c) Commencing on a future date to be determined, non-SWF visual artists may also apply for Gallery Co-op membership, in accordance with the same procedures outlined in the preceding subsection.

(d) The Gallery Co-op may from time to time establish reasonable caps on co-op membership, with any such cap to be determined by majority vote of members present and voting at annual Gallery Co-op meetings, or at a special co-op meeting duly called for that purpose.

#### IV. Membership Activation:

(a) Upon being approved for co-op membership, an artist shall activate his/her membership by signing the membership roster, acknowledging receipt of a copy of these policies and rules, and by paying prorated dues (prorated from the first (1st) day of the month in which his/her membership is approved through January 31st of the following year) within ten (10) days of approval notification. Thereafter, annual dues shall be payable in full on February 1st of each year.

#### V. Membership Termination or Resignation:

(a) The Executive Board may, with prior written or electronic notice, terminate the membership of any co-op member who fails to pay his/her annual dues in full within thirty (30) days of the due date, or who repeatedly violates membership rules and responsibilities. In cases of financial hardship, the board may establish a reasonable dues payment plan with a co-op member.

(b) Any Gallery Co-op member may voluntarily resign at any time, provided, however, that he/she shall not be entitled to any refund of dues paid.

#### VI. Annual Membership Dues:

(a) Annual dues, to be paid to the Gallery Co-op Treasurer, are set at one hundred dollars (\$100.00) for 2011. Annual dues in subsequent years shall be set by majority vote of co-op members present and voting at the Annual Gallery Co-op Meeting, to be held in January of each year.

## VII. Gallery Co-Op Executive Board:

(a) The Executive Board shall consist of a Chair, Vice Chair, Secretary, Treasurer, Gallery and Show Committee Coordinator, Publicity and Communications Committee Coordinator, Special Events Committee Coordinator, and Membership Committee Coordinator. Each position shall have equal voting power on the board. Persons holding these positions must be Gallery Co-op members in good standing. At the organizational meeting, but not at subsequent annual meetings, a Gallery Co-op member who is elected to one of the four EB officer positions may also be elected to a committee coordinator position. At the organizational meeting, but not at subsequent annual meetings, a Gallery Co-op member who is elected to a committee coordinator position may also be elected to a second committee coordinator position. The EB shall meet at least monthly, and shall be responsible for the overall operations of the co-op, including gallery hours and administration. The EB will develop and adhere to an annual operating budget for the Gallery Co-op. EB members shall serve without compensation, provided, however, that they may be reimbursed for reasonable and necessary expenses. All EB meetings shall be open to co-op members and members of the SWF board of directors, any one of whom may request to be heard. EB decisions shall be by majority vote of board members present and voting, with at least five (5) members constituting a quorum for official business. The initial EB members shall be elected at the Gallery Co-op's February 9, 2011 organizational meeting. Four (4) co-op members shall be elected to the positions of Chair, Vice Chair, Secretary, and Treasurer. The Chair and Vice Chair shall serve a two-year term. The Secretary and Treasurer elected at the organizational meeting will serve a one-year term, but thereafter these officers will also be elected to two-year terms commencing at the 2012 annual meeting. The Gallery Co-op will also elect members to one-year terms as the four (4) above-mentioned committee coordinators. As EB terms expire, board members will be elected and/or re-elected by majority vote at future Gallery Co-op Annual Meetings, following the same procedure outlined above. EB members may seek re-election, but may not serve more than three (3) consecutive terms. Any EB member may be recalled by majority vote of co-op members present and voting at a special co-op meeting duly called for that purpose. In the event of an EB resignation, a new officer or committee coordinator will be elected to serve the remainder of the resignee's term at a special co-op meeting duly called for that purpose.

(b) The Chair shall preside at all EB meetings and at all Gallery Co-Op annual and special meetings. In his/her absence, the Vice Chair shall preside. While co-op meetings shall be informal, Robert's Rules of Order will serve as a procedural guide. The Chair, with guidance and assistance from other EB members, shall serve as the primary spokesperson for, and representative of, the co-op.

(c) The Vice Chair shall assume the duties of the Chair in his/her absence, and, with guidance and assistance from other EB members, shall serve as the secondary spokesperson for, and representative of, the co-op.

(d) The Secretary, with guidance and assistance from other EB members, shall maintain and have custody and control of all records of the Gallery Co-op, other than financial records, and shall take the minutes at all EB and co-op meetings, circulating same to the membership. All official communications with the co-op membership, including notice of all meetings, shall be in writing

and/or via e-mail. Ten (10) days' prior notice of Gallery Co-op Annual Meetings or any special co-op meeting requested by a co-op member will be provided to the membership. EB minutes will be open for inspection by any co-op member and/or by the SWF board of directors.

(e) The Treasurer, with guidance and assistance from other EB members, shall have custody and control of the co-op's financial records. He/she shall be responsible for collecting annual dues, paying the Gallery Co-op monthly usage fee and other bills, and maintaining the co-op bank account. He/she, in collaboration with the Gallery and Show Committee Coordinator, will ensure that gallery sitters are properly trained in the sale of art work and the handling of funds received. All monies received by the Gallery Co-op shall be used solely to further the mission and purpose of the co-op. The co-op's bank records shall be open for inspection by co-op members and the SWF board, and quarterly financial reports will be submitted to the SWF board by the Treasurer.

(f) The four (4) Committee Coordinators on the Executive Board will be responsible for ensuring that their respective committees' tasks and assignments are completed in a timely and professional manner. Each Coordinator will recruit a sufficient number of co-op members to ensure that the committee's assigned duties are fulfilled. While the Coordinator will serve as the committee's leader, it is expected that he/she will work in a collaborative manner with all co-op members assigned to the committee, and delegate as many tasks and responsibilities as possible. The Gallery and Show Committee will be responsible for day-to-day gallery operations; setting and maintaining the gallery sitting schedule; and planning for shows and exhibitions (including circulating "calls for art," recruiting show jurors, hanging shows, and planning for opening receptions). The Publicity and Communications Committee will be responsible for publicity and external communications; creating and maintaining a Gallery Co-op website; press relations; and coordinating grant and donor activities with SWF. The Special Events Committee will be responsible for planning Gallery Co-op events other than shows and exhibitions regularly presented by the co-op, including open houses, fundraising events, and collaborations with other Sandywoods Farm cooperatives and outside arts organizations. The Membership Committee will be responsible for membership relations; communicating with co-op members and prospective members; addressing the concerns of members and acting upon their suggestions, forwarding same to the full EB for action; and maintaining the membership roster.

#### VIII. The Gallery Space and Gallery Operations:

(a) The Sandywoods Farm Gallery Cooperative will maintain and operate an art gallery at 63 Muse Way in Tiverton, Rhode Island, to be known as "The Gallery at Sandywoods." The Gallery Co-op will pay a monthly usage fee, to include all utilities, for the exclusive use of the space, including basement storage. Initially, the usage fee will be paid to Sandywoods Homes, Inc., then to SWF following execution of a 63 Muse Way lease between SWF and Sandywoods Homes, Inc. The amount of the monthly usage fee, and any future adjustments thereto, will be negotiated by and between the Executive Board and SWF.

(b) Until such time as SWF's status as a tax-free arts district has been clarified and/or established, the Gallery Co-op will charge, collect, and transmit RI sales tax on all sales at the gallery. The

Executive Board will establish policies for the handling of sales, so as to ensure that: (i) gallery sitters are adequately trained; (ii) all revenue is properly accounted for and promptly transmitted to the Treasurer; and (iii) artists are promptly compensated for any sale of their work.

(c) The Gallery Co-op will be responsible for cleaning and general upkeep of the space. The co-op may choose to hire someone to perform these duties, giving preference to SWF residents, or these duties may be performed by co-op members as a condition of membership.

#### IX. Membership Privileges and Duties:

(a) At least fifty percent (50%) of the space at The Gallery at Sandywoods will be set aside for the display of members' work. The number of pieces a member may display will be determined by the size of the work, the type of media, the number of co-op members, and similar factors, provided, however, that the Executive Board shall seek to ensure that all co-op members wishing to display their work are given equal exposure. Members may choose to rotate their work to enhance the likelihood of sales. No more than one piece may be marked "NFS," provided, however, that exceptions may be made by the EB on a case-by-case basis.

(b) Members will share gallery sitting duties. The number of hours required of each member will be determined by the size of the membership and hours of operation. The Gallery and Show Committee will establish and maintain a gallery sitting schedule. Any member unable to fill an assigned shift is responsible for finding a replacement.

(c) Under the direction of the Executive Board, co-op members are expected to equitably assist with other tasks, including show publicity, hanging shows, preparing for opening receptions, etc. Except as provided for in Section X (a) (2), members will not be required to contribute financially beyond payment of annual dues.

(d) The Gallery Co-op shall retain a twenty percent (20%) commission on all gallery sales of members' work. The commission rate may be modified by majority vote of the membership at future annual meetings.

(e) Members will be entitled to their own web page on the Gallery Co-op website, to include an image gallery and a link to their own site, if any.

(f) Members may submit entries to all Section X (a) (1) open juried shows held at the gallery, paying the reduced entry fee set by the Executive Board.

#### X. Gallery Shows:

(a) That portion of 63 Muse Way not reserved for permanent display of co-op members' work will be utilized during each calendar year as follows:

(1) Between one (1) and five (5) open juried shows will be held each year, each to run for approximately one (1) month. The Executive Board shall set opening and closing dates, as well as dates for drop-off and pick-up of work. All visual artists, including Gallery Co-op members, may submit up to three (3) entries each, paying nonrefundable entry fees in such amount as the EB may determine. There shall be no censorship of submitted entries, provided, however, that the EB may reject an entry if it is deemed to be unsafe or excessive in size. No Gallery Co-op member may serve as a show juror. If funds permit, the EB may choose to reimburse jurors for their reasonable travel expenses and/or pay them a nominal fee for their services. The chosen juror, regardless of his/her own artistic discipline, will judge all submitted work, with no Gallery Co-op involvement, provided, however, that the EB may inform the juror as to the total number of 2-D and 3-D pieces that can be accommodated by the gallery. The EB may ask the juror to select certain pieces for designated show awards and prizes, and, if funds permit, may choose to offer modest cash awards. The co-op will retain a commission of thirty-five percent (35%) for all show sales (twenty percent (20%) for co-op members).

(2) Between two (2) and four (4) co-op member shows will be held each year, each to run for approximately one (1) month, and each to be limited to three (3) co-op members, who shall be chosen by the Executive Board based upon the twin goals of exhibition diversity and balance. If a chosen member is unable to participate, or opts not to, he/she may offer his/her slot to another member and remain eligible for future member shows. A member may not be selected for another three-member group show until all co-op members have been afforded the opportunity to exhibit. Show participants will select their own work for the show, subject to space limitations, and will pay no entry fees. The participants will bear equally the cost of show publicity (cards, flyers, etc.) and opening reception refreshments. The co-op will retain a commission of twenty percent (20%) on all member group show sales.

(3) A month-long Open Unjuried Show, open to all visual artists, will be held each year. All eligible artists, including co-op members, may submit one (1) work of art in any discipline. There shall be no censorship of submitted work, provided, however, that the EB may reject a work if it is deemed to be unsafe or excessive in size. All artists will pay a special reduced nonrefundable entry fee in such amount as the EB may determine. The Executive Board shall set the opening and closing dates, as well as dates for drop-off and pick-up of work. Entries will close when all available gallery space has been filled. The co-op will retain a commission of thirty-five percent (35%) for all Open Unjuried Show sales (twenty percent (20%) for co-op members).

(4) In addition to the foregoing show schedule, the EB may also present one or more solo shows each year, featuring the work of a guest artist, to be selected with input and advice from all Gallery Co-op members.

(5) That portion of the gallery space not reserved for display of Gallery Co-op members' work may also be utilized for classes, workshops, and similar events, provided, however, that the

Gallery Co-op may also seek to collaborate with other SWF groups and cooperatives to provide additional opportunities for co-op members to exhibit their work and/or present workshops and programs.

XI. Grants and Other Outside Funding:

- (a) The Gallery Co-op, working together with, and under the supervision of, the SWF board of directors, may from time to time apply for grants or seek donations to help cover co-op operating costs and other expenses, or to advance the co-op's stated mission and purposes. All grant applications will be reviewed by the SWF board and submitted by Sandywoods Farm, Inc. in its capacity as a 501(c)(3) nonprofit corporation on behalf of the Gallery Co-op. SWF, as fiscal sponsor, will monitor and oversee the use of any grant monies awarded, and may reclaim said monies should the actions of the Gallery Co-op at any time jeopardize SWF's tax-exempt status. The co-op will prepare any required post-grant reports and documents, for submission by SWF to the grantor.
- (b) The SWF board may from time to time invite co-op supporters and the general public to make tax-deductible contributions and in-kind donations to Sandywoods Farm, Inc. for the express purpose of supporting the co-op's nonprofit mission and purposes, provided, however, that SWF, as fiscal sponsor, may reclaim said contributions and donations should the actions of the co-op at any time jeopardize SWF's tax-exempt status.

XII. Hiring of Staff:

- (a) Except as provided for in Section VIII (c), any decision by the Executive Board to hire salaried Gallery Co-op staff, and the setting of staff compensation, must be ratified and approved by majority vote of members present and voting at annual Gallery Co-op meetings, or at a special co-op meeting duly called for that purpose.

XIII. Future Amendments:

- (a) Any portion of these Operating Policies and Membership Rules may be amended by majority vote of members present and voting at annual Gallery Co-op meetings, or at a special co-op meeting duly called for that purpose.

The foregoing Sandywoods Farm Gallery Cooperative Operating Policies and Membership Rules were adopted pursuant to Section II (a) by the Sandywoods Farm Gallery Cooperative founding members on February 9, 2011.