

The Sandywoods Farm Gallery Cooperative
Operating Policies and Membership Rules
(amended January 24, 2012).

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 “**Sandywoods Gallery.**” 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) **as well as non-resident visual artists** 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.
- (c) 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 **the co-op** being contacted by a prospective co-op member, the **Membership Committee Coordinator** 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.

- (d) 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 **Membership Committee Coordinator** in writing or via e-mail. **If there are no co-op vacancies at the time an applicant's membership request is approved, the applicant will be so notified and his/her name placed on the co-op's membership waiting list.**
- (e) The Gallery Co-op **will each year** 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:

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 Board:**

The Gallery Co-Op Board shall consist of a Chair, Vice Chair, Secretary, and Treasurer **as well as 4 Committee Coordinators** from the four Gallery Co-op Committees which are: Gallery and Show Committee, Publicity and Communications Committee, Special Events Committee, and Membership Committee. Persons holding these positions must be Gallery Co-op members in good standing. The Chair and Vice Chair shall serve a two-year term (expires at end of 2012) and the Secretary and Treasurer a two - year term (commencing in 2012). **The Committees shall choose their own Coordinators to serve on the Board to represent their committee at monthly board meetings. No one individual will serve as coordinator for more than one year.**

B.) **Each member shall have equal voting** power at any board or special meeting and must serve on at least one of four Committees. All Board 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. **Co-op** decisions shall be by majority vote of Co-op members present and voting, with at least **five (5)** members constituting a quorum for official business.

Board members may seek re-election, but may not serve more than three (3) consecutive terms **in the same position**. Any Board 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 a board member resignation or recall, a new officer will be chosen in interim capacity by the board, until a member is elected or chosen to serve the remainder of the resignee's term at a special co-op meeting duly called for that purpose.**

C.) The Board shall meet at least monthly, and shall be responsible for the overall operations of the co-op, including finances, gallery hours and administration. **The annual show schedule and any changes thereto, and any proposed special events, will be reviewed and approved by the Co-Op in consultation with the appropriate Committee Coordinators.** The board will develop and adhere to an annual operating budget for the Gallery Co-op. Board members **and committee coordinators** shall serve without compensation, provided, however, that they may be reimbursed for reasonable and necessary **pre-approved** expenses.

The Chair shall preside at all Board 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 Board members, shall serve as the primary spokesperson for, and representative of, the co-op.

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

The Secretary, with guidance and assistance from other board 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 Board and **annual and special** 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. Board minutes will be open for inspection by any co-op member and/or by the SWF board of directors.

The Treasurer, with guidance and assistance from other Board members, shall have custody and control of the co-op's financial records. He/she shall be responsible for **paying the co-op's required state sales tax, preparing and filing necessary tax documents**, collecting annual dues, paying the Gallery Co-op monthly **space** usage fee, **if any**, 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.

Unless otherwise authorized by the Board on a case-by-case basis, all co-op purchases shall be made via either a co-op check or with the co-op bank card. The Treasurer shall have custody of the co-op's checkbook, and the Treasurer and Chair shall have sole access to the co-op's bank cards. The Board may pre-authorize a direct point-of-sale co-op purchase by a committee coordinator upon receipt of a written description of the proposed purchase, together with an estimated purchase price. A co-op member who makes any purchase with his or her own funds on behalf of the co-op may seek reimbursement only if

(a) the purchase is pre-approved by a co-op officer, and (b) the total purchase is less than twenty dollars (\$20.00).

The four (4) Committee Coordinators on the Board will be responsible for ensuring that their respective committees' tasks and assignments are completed in a timely and professional manner. **The Committees shall choose their own Coordinators to serve on the Board to represent their committee at monthly board meetings.**

Each Coordinator will recruit a sufficient number of co-op members to ensure that the committee's assigned duties are fulfilled. **Committees will meet at least monthly, and the Coordinator will take minutes or delegate that task to another committee member. The minutes will be forwarded to all co-op members in a timely manner.**

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:

1. day-to-day gallery operations;
2. setting and maintaining the gallery sitting schedule.
3. 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:

1. publicity and external communications, **including review and approval of the content and design of all show cards, flyers, and other co-op print advertising and electronic mailings.**
2. creating and maintaining a Gallery Co-op website.
3. press relations
4. coordinating grant and donor activities with SWF.

The Special Events Committee will be responsible for:

1. planning Gallery Co-op events other than shows and exhibitions regularly presented by the co-op.
2. open houses
3. fundraising events
4. collaborations with other Sandywoods Farm cooperatives and outside arts organizations.

The Membership Committee will be responsible for:

1. membership relations.
2. communicating with co-op members and prospective members
3. addressing the concerns of members and acting upon their suggestions, forwarding same to the full Board for action.
4. **managing and processing all new membership applications.** maintaining the membership roster **and waiting list.**

VIII. The Gallery Space and Gallery Operations:

The Sandywoods Farm Gallery Cooperative will maintain and operate an art gallery at 63 Muse Way in Tiverton, Rhode Island, to be known as **“Sandywoods Gallery.”**

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 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.

IX. Membership Privileges and Duties:

A. At least fifty percent (50%) of the space at **Sandywoods Gallery** 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 Board shall seek to ensure that all co-op members wishing to display their work are given equal exposure. **Members must replace at least half of their displayed work quarterly.** Members **are encouraged** to rotate their work **more frequently to attract visitors and** enhance the likelihood of sales. No more than one piece may be marked “NFS,” provided, however, that exceptions may be made by the Board on a case-by-case basis.

B. Members will **equitably** share gallery sitting duties **or they must find a replacement, either a gallery member or individuals preapproved by the gallery board if they cannot make a shift.** The number of hours required of each **member** will be determined by the **number of members** and hours of operation. The Gallery and Show Committee **Coordinator** will establish and maintain a gallery

sitting schedule.

C. Under the direction of the Board, co-op members are **required** to equitably assist with other tasks, including show publicity, hanging shows, preparing for opening receptions, etc. **All members must join and actively participate in at least one co-op committee.** Except as provided for in Section X (a), members will not be required to contribute financially beyond payment of annual dues.

D. The Gallery Co-op shall retain a twenty percent (25%) commission on all gallery sales of members' work. The commission rate may be modified by majority vote of the membership at annual meetings. Effective June 1, 2012.

E. Members will be entitled to **a listing** on the Gallery Co-op website, to include **at least one image** and a link to their own site, if any.

Members may submit entries to all open juried shows held at the gallery, paying the entry fee set by the Executive Board.

X. Gallery Shows:

That portion of 63 Muse Way not reserved for permanent display of co-op members' work will be utilized during each calendar year **in a manner to be determined by the Gallery and Show Committee, with input from all co-op members and subject to the Board's review and approval. The co-op will retain a commission of forty percent (40%) for all show sales (twenty five percent (25%) for co-op members (effective June 1, 2012.) The commission rate may be modified by majority vote of the membership at annual meetings.**

All Sandywoods Gallery featured artists (including featured co-op members) will bear the cost of show publicity (cards, flyers, etc.) and opening reception refreshments. The co-op will bear the cost of publicity and opening reception expenses for juried and unjuried shows and board approved special events.

B. 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 Sandywoods 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:

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 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. **Notwithstanding the above, the Gallery Co-op may also directly seek any grant funds for which it might be eligible, either with or without its own 501(c)(3) certification. Any decision to seek 501(c)(3) certification shall be made by the Board, with input from co-op members.**

The SWF board **and co-op members and supporters** 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. **Notwithstanding the above, the Gallery Co-op may also directly seek contributions and in-kind donations to be made directly to the co-op, but without representing that such contributions and in-kind donations may result in a tax deduction for the donor.**

XIII. Future Amendments:

(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, **and subsequently amended at the January, 24, 2012 Annual Meeting.**