

*ArtWorks at the Depot*  
BYLAWS AS REVISED JUNE 2009

**1) NAME:**

- a) The name of the Gallery shall be *ArtWorks at the Depot*, organized as an Artist Co-operative under the Kane Depot Preservation Society of Kane, Pennsylvania. Hereinafter it is referred to as ArtWorks.

**2) MISSION:**

- a) ArtWorks is dedicated to providing a venue for regional artists to display and sell original work and to promote art in the community. ArtWorks strives to encourage and support artists whose work reflects our inspiring environment, strengthens our cultural heritage, and arouses our passion for art in our community.

**3) The ARTWORKS ROUND TABLE:**

- a) The Round Table, made up of artists, art supporters and/or community leaders, guides the mission and the activities of ArtWorks. Round Table meetings are open to any interested artists and supporters, but decisions are made by the voting members.
- b) The ArtWorks Round Table shall be supervised by these Chairs:
  - ii) • **Chair** - Shall supervise all ArtWorks functions, chair Round Table meetings, and ensure that decisions made during such meetings are carried out. Reports monthly to the Kane Depot Preservation Society and ensures that ArtWorks activities are consistent with the Society's mission.
  - iii) • **Vice Chair** – Shall substitute for the Chair when required and shall act as secondary signature for checks if the Treasurer is unable to do so.
  - iv) • **Secretary** - Shall conduct correspondence for ArtWorks Projects and for the gallery, and maintains minutes of all Board meetings. Will distribute minutes to membership as requested.
  - v) • **Treasurer** - Shall collect membership dues and maintain accurate records of all sales, commissions, taxes and dues. Pays gallery bills and makes regular bank deposits; disperses funds and reimbursements. Prepares and presents monthly and annual financial reports. Shall ensure that all out-going checks carry two signatures. Shall ensure that the Kane Depot Society Treasurer is given accurate financial records as needed. All funds shall be handled accurately, fairly, and legally.
  - vi) When (if) the ArtWorks Round Table decides to appoint or hire a Gallery Manager, these roles would be re-evaluated.

**4)** Active ArtWorks Membership is effective for one-year terms, from January to January.

**5)** Officers shall be elected in January and serve one-year terms, from January to January.

**6) Voting Members:**

- a) All votes are decided by the Active ArtWorks Members.
- b) The majority of the active members present decide matters requiring a vote.
- c) Only voting members shall be eligible to hold elective office.
- d) Round Table meetings will include reports and proposals from each section. Proposals are passed by majority vote.

**7)** The Round Table is required to meet three times per year, and can hold emergency or special meetings when necessary.

**8)** All meetings are public and will be held as set forth in these By-Laws. Notification of any special meeting must be given one-week minimum prior notification to the membership, except for extreme emergency.

**9)** Members of the ArtWorks Round Table shall serve without monetary compensation.

10) An Active Member can be removed for just cause (non-compliance of the By-laws, violation of Artist Contract, unreasonable conduct). The matter would then be decided by a majority vote.

11) An attorney or qualified legal consultant shall be consulted to provide legal advice to ensure that policies and transactions are within legal guidelines. The attorney/consultant is not a member of the Board and not expected to attend Board meetings.

**12) ELECTION OF LEADERSHIP:**

- a) Officers and Section Chairs shall be elected by a majority of the Active Members in good standing at an annual meeting in January.
- b) Nominations for officers from the floor shall be included in the vote.

**13) SECTIONS:**

- a) The activities and functions of ArtWorks is organized in four sections:
  - ii) • **Membership & Staffing** - Sets up guidelines for staffing, maintains schedules, ensures that the Gallery is staffed and that staff complies with procedures. Develops criteria for acceptance into membership. Provides guidelines for prospective members, juries new work, and implements artist contract. Recruits artist and non-artist members. This committee will determine entrants into the Gallery. These perspectives must be fulfilled—that of the artist, collector, and seller. Regularly reports to the Round Table regarding membership, staffing and related issues.
  - iii) • **Marketing & Promotions** – Plans and implements strategy for marketing. Plans and coordinates special promotions. Guides website, signage, news releases and other marketing tools. Regularly reports to the Round Table regarding on-going promotions and publicity concerns.
  - iv) • **Programs & Outreach**—Plans and implements ongoing programs and special events. Develops workshop proposals. Coordinates and produces offsite displays. Regularly reports to the Round Table regarding programs and status of offsite displays.
  - v) • **Set-up & Display** – Develops and implements plan for the gallery space including interior walls, display furniture and signage. Co-ordinates the set-up of the gallery space for daily operations and special shows. Works closely with the Depot Society Board regarding the building usage, maintenance and restoration. Regularly reports to the Round Table regarding the physical space and related issues.

**14) GALLERY ARTIST CONTRACTUAL AGREEMENTS**

- a) The ArtWorks Round Table shall oversee Contractual Agreements, and make modifications as needed, within the guidelines of the By-laws. The Round Table reserves the right to change the agreement after 90 days and upon 30 days written notice to all members.

**15) MEMBERSHIP:**

- a) There are four types of membership in ArtWorks: Active Gallery Artists with Round Table voting rights, Active Non-Artists with Round Table voting rights, Provisional Artists and Art Supporters.

**(1) ACTIVE ARTIST MEMBERS:**

- (a) Artists shall be admitted into membership upon approval of the Membership Section.
- (b) Artist members of the gallery are individuals who have been accepted and signed a contractual agreement with the gallery. Any artist who changes medium shall have the new work juried for entrance into the gallery.
- (c) Active status shall be maintained by fulfilling the terms of the most current Gallery-Artist Contractual Agreement.
- (d) **Leave of Absence** - May retain membership status and be relieved of all duties and hanging privileges by giving 30 days notice. All work must be removed from the gallery. Full membership will be resumed when the Leave of Absence ends, and full dues are paid.
- (e) **Suspended:** Active status shall be suspended if Artist fails to meet obligations of the Contractual Agreement unrelated to medical reasons or unforeseen emergencies.

**(2) ACTIVE NON-ARTIST MEMBERS**

- (a) Such members support the Gallery as Active Members, offering leadership, financial support, professional services, serving in sections and/or staffing the gallery.
- (b) Active Non-artists are admitted into membership upon approval of the Membership Section.

**(3) PROVISIONAL ARTISTS**

- (a) Provisional Membership may be granted to artists for display space for a limited time, as space allows, without the decision-making privileges of the Active Membership.
- (b) Provisional artists may be charged entrance fees for shows or exhibits to cover marketing or other costs.
- (c) Includes artists who participate in special shows and artists not showing in the main juried area of the gallery.
- (d) Pay entrance fees for special shows. College and high school students are exempt from entry fees.
- (e) Are not voting members of ArtWorks, but may serve on committees and/or staff the gallery.
- (f) Provisional membership is granted to Kane Art League membership for space and selling privileges 2 weekends each year.

**(4) SUPPORTERS**

- (a) Supporters of ArtWorks are donors and patrons who contribute financial and gifts-in-kind to support the mission of ArtWorks at eh Depot..
- (b) ArtWorks Supporters participate with time contributed and as promoters of the arts in the community.

**16) MEMBERSHIP OBLIGATIONS**

- a) DUES: All Active Artist members shall pay a yearly, nonrefundable fee established by the members of the Round Table. Members are required to make a commitment of at least one year.
- b) COMMISSION: A 20 % commission is charged on all sales. A 30% commission is charged on sales of artists who are unable to meet the staffing requirements.
- c) TIME: All Active Members are required to fulfill time obligations as set forth in the Artist's Contract.
- d) Fees, commission percentage, and time obligations are to be regularly re-evaluated and determined by the ArtWorks Round Table.

**17) DISPLAY OF ARTWORK**

- a) Display of artwork will be in accordance with the mission of the Depot Preservation Society and the stated mission of ArtWorks. Art to be displayed will be prioritized to make best use of the space available. Potential salability will be considered.
- b) Work submitted may be rejected and returned, or stored for later display.

**18) INSURANCE -- THEFT/DAMAGE:**

- a) Liability insurance shall be the responsibility of the Kane Depot Preservation Society. Theft and damage are not covered and all artists are encouraged to provide theft/damage insurance through their own broker.

**19) GRIEVANCES:**

- a) Any artist or member who has a grievance against the Gallery shall submit their grievance in writing to the ArtWorks Round Table. Grievances will be discussed at the next meeting for resolution but there is no guarantee that it will be resolved immediately if professional advice is needed. The artist will be notified in writing of the Board's decision.

**20) DISSOLUTION:**

- a) If dissolution of this organization becomes necessary, a majority of the total voting membership shall decide and dispose of all assets.