

Gallery 44 Centre for Contemporary Photography

Membership Services Policy

Sponsor: Board of Directors and Membership Committee

Summary: Describes the Gallery 44 Membership Services Policy; defines categories of membership; expectations for members' use of facilities and the causes and process for termination of membership. New members are expected to read and indicate that they understand this policy as a requirement of membership. This Policy replaces the Membership and Facilities Policy 2010.

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1. INTRODUCTION

Gallery 44 was founded as a member-run organization. Our members and the services provided to members continue to be both a strategic priority for Gallery 44 (G44) and a key resource that distinguishes the organization. We are more than a gallery, we are a thriving community of artists and supporters committed to the advancement of contemporary photography.

Membership provides several benefits to image-based artists including: the right to vote at the Annual General Meeting (AGM); the right to rent equipment, darkroom and studio facilities; apply to exhibit in the Members' and Production Gallery; and access to the educational and professional development opportunities provided by the Gallery. In return, Gallery 44 and its' community of members expects that all members will respect the privileges of membership by paying their fees; volunteering to help with activities; respecting Gallery assets and facilities and conducting themselves in a manner consistent with Gallery 44's principle values as articulated in its Codes of Ethics and Conduct and its Equity Policy.

New members are expected to read and certify that they understand this policy.

2. SCOPE

This policy applies to all membership activities and services provided by Gallery 44.

3. DEFINITIONS

Gallery 44 has four membership levels: Full Member, Day Member, Senior/Student Full Member, Senior/Student Day Member. The Board of Directors may, from time to time, add additional membership levels, in consultation with the Executive Director, Head of Membership and Facilities and the Membership and Facilities Committee.

Full Member: This membership provides 24-hour access, seven days a week, to Gallery 44's production facilities. Full members receive all community privileges.

Senior/Student Full Member: Same privileges as Full Members with a discounted fee;

Day Member: This membership provides access to Gallery 44's production facilities during Gallery 44's office hours only, Tuesday to Saturday, from 11 am to 5 pm. Day members receive all community privileges.

Senior/Student Day Member: Same privileges as Day Members with a discounted fee;

Member Emeritus: This category no longer exists. However, the status of existing Members Emeritus is grandfathered.

All Members are entitled to vote at the AGM who have paid his/her fees in full.

4. GENERAL MEMBERSHIP PROVISIONS

4.1 Non-commercial use

The Member acknowledges that the use of Gallery 44's production facilities and rental equipment will be used for projects that conform to Gallery 44's mandate and are not of a commercial nature.

4.2 Minimum Age

An individual must be 18 years of age to be eligible for Gallery 44 Membership unless given consent by the Executive Director. Members of 17 years of age or younger are required to submit a health and safety waiver signed by a parent or guardian.

4.3 Membership Term

Membership coincides with Gallery 44's fiscal year, which begins in October and ends in September. All memberships that begin outside the month of October will be charged a prorated amount up until the end of

September. If a new member joins before the 15th of a given month, they will be charged that month for membership. If a new member joins on the 15th of a given month or after, their membership charge will begin the following month.

4.4 Payment of Fees

- The Member agrees to pay Gallery 44 the appropriate annual membership fee determined by their Membership Level and any applicable user fees as stated in the *By-Laws*. Failure to pay fees may result in termination of the membership;
- Fees for rental equipment (including digital camera, lights and accessories) are to be paid prior to the equipment being released to the member.
- Fees for darkrooms and scanner rentals are invoiced for the entire month on the last day of each month.
- Fees for darkrooms and scanner rentals are invoiced for the entire month on the last day of each month.
- Fees for studio rentals and hourly assistance/orientations may be invoiced at the end of each month or prior to the rental/booking.
- The Board of Directors reserves the right to change fees for members' services with appropriate notice. Changes to membership fees are made at the Annual General Meeting.

4.5 Renewal

All Memberships are renewed on October 1st unless arrangements have been made in advance to discontinue membership.

4.6 Membership Benefits

4.6.1 Voting Privileges

The Member has voting privileges at Gallery 44's Annual General Meeting providing that their fees are paid in full.

4.6.2 Other Membership Benefits

Members are entitled to the following additional benefits: exhibition opportunities in the Members' and Production Gallery; committee participation; eligibility to serve on the Board of Directors; Member Profile on G44 website; access to the Member e-newsletter; discounts on G44 workshops.

Gallery 44 will attempt to secure additional membership benefits such as supplier discounts and reciprocal privileges with other organizations. These benefits may change from time to time.

4.7 Member Participation Expectations

Members are encouraged to participate in fundraising activities and special events and are encouraged and expected to do 3 hours of volunteer work for the Gallery per month.

5 MEMBERSHIP CANCELLATION/TERMINATION

Failure of the Member to comply with Gallery 44 policies and Codes of Ethics and Conduct or failure to exhibit cooperative behavior may result in immediate termination of membership in Gallery 44.

5.2 Notice

Membership may be terminated by either party on sixty days (2 months) notice.

5.3 No Refunds

Memberships cannot be refunded.

5.4 Cause for Cancellation of the Membership by the Board of Directors

5.2.1 Non-payment of Fees:

The Member may be notified at any time in writing of any outstanding dues or fees payable by them as per Gallery 44's By-Laws.

If any amounts are not paid within 30 days of such notice, or arrangements made for payment, the Member will no longer be in good standing and will lose their rights as a member.

If a member has not settled outstanding dues on their account, special privileges, such as participation/inclusion in Special Events, and/or Members' Gallery Exhibitions, may be suspended.

Membership shall terminate if such outstanding dues or fees are not paid within three months. If membership payment is not made by November 1st, a member's privileges may be revoked until membership payment is made. If payment is not made by January 1st, a member's membership will be terminated.

5.3.2 Conduct:

Failure of the artist to comply with Gallery 44 policies and Codes of Ethics and Conduct or failure to exhibit cooperative behavior may result in immediate termination of membership in Gallery 44.

Conduct issues are initially handled by the Head of Membership and Facilities and the Executive Director. If the issues cannot be resolved by Gallery management, then the Gallery 44 Board of Directors will refer the case to an ad hoc grievance committee, consisting of members of the Board of Directors, for review and a recommended course of action. Where termination of the membership is recommended by the committee, a quorum of the Board will vote on the final decision. There is no appeal process.

6 DARKROOM

6.1 Maintenance

Members are required, when using communal spaces in the basement facilities (studio area, dry mount area, mat cutter area, kitchen, processing area, darkrooms), to return the space to its original state before leaving.

Gallery 44's production facilities are maintained collectively by the membership. It is asked that members make an attempt to take out the garbage and recycling and/or conduct other minor cleaning/tiding tasks to ensure the space is clean and in good working order.

Any materials left by former members in communal storage areas throughout the basement facility and/or within a locker can and will be removed.

6.2 Reserving Darkroom Equipment

Members are required to book all enlarger usage and any other image-making tools (i.e. exposure unit, darkroom sinks) in the online booking calendar for billing at the end of the month.

6.3 Storage

Designated storage areas in the basement facilities are communal and for use by all members. It is required that any materials left in these communal spaces are clearly labeled with the member's name, date and description of contents.

6.4 Lockers

For a cost, Members are allowed to rent one locker.

6.5 Safe Handling of Chemicals

The Member acknowledges and represents that he/she knows how to use the chemicals and other materials he/she brings, or permits to be brought, onto the premises of Gallery 44 for use by the Member in the darkroom or by persons whom the Member invites or permits into the darkroom. The Member further acknowledges that Gallery 44 makes no representation or promise or warranty as to the safe handling of the chemicals or materials

that any member of Gallery 44, including the Member, brings, or permits to be brought, onto the premises of Gallery 44.

The Member further agrees that he/she alone is liable for the chemicals and materials that he/she brings, or permits to be brought, onto the premises of Gallery 44. The Member waives as to Gallery 44, together with its employees, directors and officers, all liability, expressed or implied, arising by law, contract or in negligence, for damages or injury connected in any way to the chemicals or other materials, including their use, that any member, including the Member, brings, or permits to be brought, onto the premises of Gallery 44. The Member agrees that this waiver shall be binding upon his/her heirs, assigns and personal representatives.

Members who practice alternative photographic processes requiring the use of potentially hazardous chemistry and/or materials must inform and submit a list to the Facilities Coordinator of the materials being brought onto the Gallery premises. The Member must also properly label the materials and keep them in a locker. Members cannot dispose of these alternative chemistries on the Gallery 44 premises. Any use of chemistry that omits strong odours must be handled and used directly underneath the ventilation hoods in the Teaching darkroom or in the case of Darkroom Rental Members the Members' Darkroom.

6.6 Donated Equipment

Equipment and/or material donations and loans are to be proposed to the Head of Membership and Facilities prior to being brought into the gallery. Members are NOT to leave donated equipment and/or materials in the basement facilities for members to take without the permission of the Head of Membership and Facilities.

6.7 Reporting Damage, Misuse and Abuse

Members are required to report any damaged or missing equipment in the facilities to the Head of Membership and Facilities.

Members are required to inform the Head of Membership and Facilities or Executive Director of any incidents of abuse or misuse of the facilities and/or the poor treatment of other members or guests of Gallery 44.

7 RENTALS

7.1 Equipment Use

The Member acknowledges that the use of Gallery 44's rental equipment, including all camera, studio, and computer equipment, will be for projects that conform to Gallery 44's mandate and are not of a commercial nature. The Member is responsible for the legal use of all Gallery 44 equipment and materials.

7.2 Condition of Equipment

The Member takes full responsibility for ensuring that there are no technical faults or problems with the condition or operation of the equipment prior to being removed from the Gallery 44 office. When removed from the Gallery 44 office it will be assumed that equipment is in good condition and is operating properly.

7.3 Access

The Day Member acknowledges that they are granted access to Gallery 44's facilities during Gallery Office Hours only, which are Tuesday to Saturday, 11 am to 5 pm. Day Members are permitted to rent equipment overnight. The Full Member acknowledges that they are granted 24-hour access to Gallery 44's facilities and rental equipment.

7.4 Rental costs

Rental costs are to be paid in full prior to rental equipment being released to the member.

7.5 Insurance

Insurance must be purchased under Gallery 44's policy for the use of camera and studio equipment in the amount of 15% of the total rental charge. This charge will automatically be included in the rental cost.

7.6 Damaged or loss of equipment

The Member must complete a technical fault report in the event of any loss, damage or malfunctioning of equipment incurred during a rental. The Member is responsible for all costs incurred by Gallery 44 for the repair or replacement, including any out-of-house rental costs of any equipment lost, stolen or damaged during the rental period. In the event of equipment theft, the member must immediately notify Gallery 44, the Police, and, if appropriate, their insurance company. If Gallery 44 is required to make an insurance claim on behalf of the Member, the Member must pay all costs incurred by Gallery 44, including the total deductible portion of the policy and any amounts not covered under Gallery 44's insurance policy.

7.7 Production losses & liability

Gallery 44 accepts no liability for production losses due to failure of equipment; for liabilities arising from the Member's use of the equipment; for any liabilities arising from the nature of the Member's production; or for any costs of the Member's production.

7.8 Crediting

The Member will include acknowledgement of Gallery 44's support in all promotional and communications materials about exhibitions resulting from Member's use of Gallery 44 equipment.

7.9 Orientations

The Member acknowledges that they have attended the necessary orientations required to rent all equipment and understand the procedures and responsibilities that are involved with working with said equipment. If a Member attends an orientation and fails to use the specific equipment within six months of being oriented, they may be asked to attend a second orientation before being allowed to rent the equipment.

8 MEMBERS' DARKROOM

8.1 Payment of Fees

The Member agrees to pay the Gallery the decided amount for the rented darkroom space.

8.2 Upkeep and maintenance

Members renting a space in the Members' Darkroom are responsible for the upkeep and regular cleaning of their space.

8.3 Conduct

Members in the Members' Darkroom agree not to use the equipment of any other members without that Members' permission and agree to treat the property and equipment of the gallery and of other members in a respectful manner. Members are expected to treat one another with respect and to comply with Gallery 44's Codes of Ethics and Conduct and Equity Policy.

8.4 Closing Procedures

The Member agrees to follow the proper closing procedures when leaving the darkroom, work and studio areas, to leave those areas in a clean and tidy state and to ensure when leaving the premises that doors to the gallery are locked and secured.

8.5 Insurance

The Member is responsible for insurance of personal equipment that is housed or stored at the gallery. Gallery 44 is not responsible for any loss and/or damage to equipment.

8.6 Shared Space

Members can be permitted to share a single Members' Darkroom Space, though there can only be one enlarger per Members' Darkroom rental space.

Storage space in the Members' Darkroom is shared equally by all Renters. Disputes between Renters regarding allocation and use of storage space can be brought to the attention of the Head of Membership and Facilities.

8.7 Rental Contract Termination

This agreement may be terminated by either party with 60 days (2 months) notice. In the case of the Member terminating the agreement, the Member must notify the Executive Director of the Gallery in writing and completely remove all materials by a mutually agreed upon termination date. If materials are not removed by an agreed termination date, the Gallery reserves the right to remove any materials left behind.

Failure of the artist to comply with Gallery 44 rules or failure to exhibit cooperative behavior may result in immediate termination of membership in Gallery 44 as a result of discussion and vote by the Board of Directors.

9 MEMBERS' GALLERY

The Members Gallery was inaugurated in 1990 to generate discussion around member's work. It features 12, approximately two-week exhibitions a year and features only Gallery members or a group of members. Exhibitions in the Members' Gallery are determined on the basis of a draw (Section 9.1). It is understood that work exhibited in the Members' Gallery will respect the Gallery's Codes of Ethics and Conduct and its Equity Policy.

9.1 Members' Gallery Draw

- The Members' Gallery Exhibitions are determined by means of a lottery draw.
- Qualified members who wish to exhibit in the Members' Gallery will submit their name along with preferred and predetermined exhibition dates for the draw.
- During the draw, names will be drawn and will be assigned slots according to their preference, provided the slot has not been assigned to a name drawn earlier. If none of the dates chosen by a member whose name is drawn is still available, another name is drawn and the procedure is repeated.
- This process will continue until all the exhibition dates have been filled.

9.2 Qualified Members

- Members are required to have been a member for a year before being eligible for a Members' Gallery exhibition.
- Members exhibiting in the Members' Gallery must be in good standing with Gallery 44 and have all outstanding balances paid prior to the exhibition date.
- Once a member has exhibited in the Members' Gallery, they must wait 3 years before they can be eligible for another exhibition.

9.3 Non-transferable

Upon receiving an exhibition in the Members' Gallery, the Member cannot give away their spot to another member.

9.4 Refusal of an Exhibition

Prior to the signing of the Exhibition Contract for the Members' Gallery, the Member must submit a brief artist statement and no more than 10 images to the Head of Membership and Facilities. As with all exhibitions at Gallery 44, including in the main gallery and vitrines, Member's Gallery exhibitions must be ratified by the Board of Directors. Exhibitions are reviewed to ensure that content is consistent with G44's mandate and does not violate G44's Codes of Ethics and Conduct and its Equity Policy.

9.5 Exhibiting Member Responsibilities

- Members must sign an Exhibition Contract for use of the Members' Gallery to acknowledge that they understand their responsibilities.
- Members are responsible for coordinating their installations with the member exhibiting before them.
- Members are responsible for the promotion of their exhibition.
- Members are responsible for informing the Head of Membership and Facilities of any alternative installation plans that would exceed the physical wall space and/or require the staff to tend to the administration of the exhibition during its duration.
- Members who exhibit in Gallery 44's Members' Gallery are required to refer to their exhibition being in **Gallery 44's Members' Gallery** in all marketing materials and curriculum vitae as opposed to referring to the exhibition as being at Gallery 44.
- The Gallery is not responsible for the damage or theft of artworks installed in the Members' Gallery.

9.6 Production Gallery

The Production Gallery was inaugurated in 2015 in the hallway space directly outside of the facilities. This space is dedicated to exhibiting work produced in/with Gallery 44's facilities/equipment. The space is programmed three times a year through a submission process, which is adjudicated by the Head of Membership and Facilities and the Membership and Facilities Committee.

Policies 9.2 – 9.6 related to the Members' Gallery apply to the Production Gallery.

10 FACILITIES MONITOR

Gallery 44 employs one member at a time to act as a volunteer Facilities Monitor. They are responsible for helping maintain the cleanliness and tidiness of the basement facilities with a time commitment of 6 hours/month.

Duties include sweeping, mopping, tidying studio area and teaching darkroom, taking out garbage and recycling. The Facilities Monitor is also required to report to the Head of Membership and Facilities on a regular basis in regards to the overall health of the space (i.e. Missing/damaged equipment, need of cleaning products, etc.)

The Facilities Monitor is required to inspect the space once every two weeks with a focus on the studio area and teaching darkroom.

The Facilities Monitor is granted free access to Gallery 44's darkroom facilities while they hold the position.

The Facilities Monitor position is contracted to a Member for a one-year term with the option for extension with the approval of the Facilities Coordinator.

If it is found that the above mentioned responsibilities are not being met, a member who is appointed the Facilities Monitor may be asked to relinquish the position at any time at the discretion of the Head of Membership and Facilities Coordinator and/or Executive Director.

10 LINKED POLICIES AND BYLAWS

Gallery 44 Bylaws

Codes of Ethics and Conduct

Equity Policy (known in full as Gallery 44 Centre for Contemporary Photography Anti-Racism, Access and Equity Policy and Human Rights Complaints Procedure)

11 LINKED AGREEMENTS

Member's Agreement (updated April 16, 2014)

Darkroom Rental Contract (updated 2009)

Members' Gallery contract (updated July 20, 2015)

12 POLICY APPROVAL

This policy will be amended as required by the Board of Directors of Gallery 44 upon the recommendation of the Membership and Facilities Committee. At a minimum, the Board will review the Policy every three years. The Rental Contracts noted above will be reviewed annually by the Executive Director to reflect interim amendments to the Policy.

13 HISTORY

Effective Date: November 10, 2015

Approval Dates: March 24, 2008, April 21, 2010, November 10, 2015

Next Scheduled Date for Policy Review: Fall 2018 (every 3 years)

Next Scheduled Date for Rental Contracts Review: Fall 2016