

Lake Chelan Artist Alliance By-Laws and Operating Procedures 2018

Mission Statement: The Lake Chelan Artist Alliance supports, collaborates, and promotes the arts and artists, advanced and newcomers, in the Chelan Valley; encompassing all art for all ages; making the arts in the community influential and essential.

Vision: We envision a future where artists, art organizations, and art education thrive, and is an integral part of the community and people's lives.

The Lake Chelan Artist Alliance ("Artist Alliance" or "Alliance") is a not-for-profit organization created specifically to support, collaborate, and promote the arts and artists in the Chelan Valley, and is registered as such with the State of Washington and the IRS (Tax ID #603 191 940). Donations are tax deductible by law.

The Lake Chelan Artist Alliance accepts both Memberships and Sponsorships. Each Membership shall be reviewed and approved by the Membership Committee or by the Board.

Nothing in this Agreement shall preclude an artist from processing any artist sales directly with a customer thus not utilizing the Alliance.

Communications with the Membership of the Alliance is via e-mail. Members without access to a computer or without an e-mail account may check with a Member or Board Member who does have a computer and e-mail.

01.00 MEMBERSHIPS

01.10 Artist Alliance Membership Benefits

- Representation on our website;
- Approved advertising on Facebook, Instagram, and the LCAA monthly newsletter (i.e. events, venues, news, etc., as such information artists may email to lcartistalliance@gmail.com);
- Ability to accept credit cards upon request and approval at various Alliance events; and
- Opportunities to collaborate and participate in a wide variety of local and community events.

01.20 Artist Alliance Memberships

Memberships are due in January of each year or at the time their Membership begins, whichever is first during any calendar year. Memberships shall not be prorated for members joining during or for a portion of the calendar year.

Membership amounts are subject to change annually with membership approval, but shall not increase or decrease prior to the following January. Additional fees may be required for participation in specific events; to be determined by the event coordinator and the Alliance board.

01.30 Participating Artist ("Artist") Responsibilities

Artist has filled out and signed the Membership Form, agreeing to and accepting the Artist Alliance By-Laws.

Artist agrees to pay their Membership (covering 12 months) in an amount to be determined by the Artist Alliance Board each year, to the Artist Alliance.

Artist agrees to promptly repay Artist Alliance any fees funded by Artist Alliance on behalf of a Member such as venue fees, rents, etc.

Artist shall price Artist's items for sale to include the currently effective State of Washington Sales Tax for Chelan County at the location where sales are made.

Artist shall assume full responsibility to report each sales amount gained through Artist Alliance to Washington State Department of Revenue, and account for and pay appropriate sales tax and business and occupation taxes due (if any);

Artist agrees to compute and account for sales amounts gained through Artist Alliance and related purchaser information applicable to Washington State Department of Revenue and IRS requirements on Artist's own books and records;

Artist shall assume full responsibility for income received from sales made through the Artist Alliance with respect to Artist's responsibilities under the laws and rules of the IRS;

Artist shall hold Artist Alliance harmless for any dishonest act committed by a purchaser as it relates to the purchaser and Artist or Artist Alliance using a check or credit/debit card; and

Artist holds Artist Alliance harmless for any loss or damage that may occur to Artist's art work or other personal property while Artist Alliance is representing Artist.

Artist agrees that membership in the Artist Alliance is by application and final membership shall be approved by the Artist Alliance Membership Committee, or the Board of the Artist Alliance.

01.40 Membership Voting

Important Alliance Board decisions shall be ratified by a majority vote of the membership at the next regularly scheduled Meeting. Each Member has authority to cast one vote. Voting shall generally occur at a pre-determined meeting. Members must be present to vote. The President may delay a vote if she or he determines that too few members are present to vote.

01.50 Conflict Resolution

In the event of a conflict between members or between a member and the Alliance, a member may bring such conflict to the Board to initiate a resolution process.

02.00 BY-LAWS

Each Member will have access on our website to the Alliance By-Laws which outlines the policies and procedures of the Artist Alliance. If a member has no electronic access, a copy may be e-mailed upon request.

By-Laws may be amended when necessary as determined by the Board, proposed, and then voted on the following meeting by a majority of members. Members wishing to suggest additions, deletions, or changes to the By-laws must submit a proposal to the President.

03.00 ARTIST ALLIANCE SPONSORSHIPS AND BENEFITS

Sponsorships are annual. Renewal Forms are sent out in January at which time you will have the opportunity to Renew, Upgrade, or Cancel.

Benefits include;

- Representation on our website;
- Periodically approved advertised on Facebook, and the LCAA monthly newsletter (i.e. events, venues, news, etc., as such information may be emailed to lcartistalliance@gmail.com);
- Business/Venue opportunities to host art events, classes, etc.

04.00 OFFICERS AND BOARD MEMBERS

Officers and other members of the Board shall be elected by a vote of the membership and shall serve a term of 1 year. Board Members may resign or may be removed from office by a majority vote of membership.

Officers and other Board Members shall be elected at the regularly scheduled January Artist Alliance Meeting.

Board Members may be re-elected in following years. If a Board Member resigns or is removed from office within his or her term, a replacement Board Member may be appointed by the remaining Board until the next regularly scheduled January election. The replacement officer may be re-elected for consecutive terms.

Board Members of the Artist Alliance shall consist of:

President. Executive director of the Artist Alliance and its Board. Directs activities of the Artist Alliance and Board; assists the Treasurer with financial matters and is a signer on the Artist Alliance bank account.

Vice President. Officiates Artist Alliance meetings (general, Board, or otherwise) when the President is not present; Maintains oversight of Artist Alliance governance issues;

Secretary. Makes legal filings and reports; records and disseminates minutes from Artist Alliance general meetings; Maintains and archives Alliance Records, including an annual list of each Participating Member and Sponsor of the Alliance.

Treasurer. Maintains and archives the Artist Alliance financial records, including recording and processing dues, income, and distributions; creates and publishes a monthly financial report(s); Manages and is signer of Artist Alliance bank account.

Board Members at Large. The Board Member at large shall have no specific assigned responsibilities but may assist any other Board Member with her or his responsibilities.

Additional Board Members or Staff may be elected by the membership as the membership determines appropriate.

05.00 ARTIST ALLIANCE RESPONSIBILITIES

Artist Alliance shall provide Members with current Lake Chelan Artist Alliance By-Laws (“By-Laws”) online or by email if requested. Artist Alliance represents to Artist that the By-Laws delineate the policies and procedures of the Lake Chelan Artist Alliance.

Artist Alliance shall represent Artist as agent for Artist at various events as determined by the Artist Alliance Board including booth fees, rents, etc. associated with selected events;

Artist Alliance agrees to process as agent for Artist, Artist’s sales if requested, including credit/debit card transactions during any event where Artist Alliance is present and Artist chooses to participate;

Artist Alliance agrees to provide funds from all Artist sales made, to Artist, less associated “out-of-pocket” costs and credit card fees, if any) within 30 business days of sale.

Artist Alliance shall have no responsibility for the payment of Sales tax, State B&O tax or Federal Income Tax on behalf of Artist. Artist Alliance is acting solely as agent for Artist.

06.00 FINANCE

06.10 Member Payments

The President and the Treasurer are authorized to make payments of any amount to any Member covering the proceeds of Artist’s sales due the Artist.

Artists shall be paid the proceeds from any sales of an Artist’s art within 30 days minus expenses of processing the sale, if any.

06.20 General Expenditures

The Board may make minor miscellaneous expenditures. Members may make miscellaneous expenditures only with prior approval from the Board and majority of membership. Material expenditures shall be approved by a vote of the general membership at any Alliance Meeting.

07.00 MEETINGS

07.10 Meetings

Artist Alliance shall conduct regularly scheduled meetings as announced in advance.

An agenda shall generally be provided to members in advance of meetings. Each agenda shall include a provision for any member to introduce topics for discussion. Members wishing to submit agenda items should submit them to the Secretary.

Committee chairpersons, project coordinators and Board Members should be prepared to report on the current status of various venues, events, and other undertakings.

07.20 Special Meetings

Any member may request a special meeting as they believe appropriate. An agenda shall be prepared and disseminated to membership in advance of such special meeting.

08.00 ARTIST ALLIANCE EVENTS

The Alliance will participate in various events through-out each calendar year. Events shall typically be announced at meetings or via an e-mail to Alliance membership. Certain events may be juried and an Alliance member may be required to apply to the event coordinator or sponsor for inclusion.

08.10 Voting with Respect to Specific Events

Only Participating Members of specific events may vote on non monetary issues relating to that event. Such participating Member must be current with their Membership and have met any requirement for such event.

08.20 Special Venues and Events

A Member may organize a special event or venue under the auspices of the Alliance with the approval of the board. Each event shall be coordinated by the event coordinator and the event staff member.

Chair persons or coordinators of special events must submit an event budget for approval from the Board.

Chair persons or coordinators of special events and other venues shall maintain a list of Participating Members and provide such list to the Secretary.

The Treasurer shall maintain separate and detailed records of funds collected or disbursed for each Artist Alliance event.

Fees in addition to Alliance Membership may be required for special events. Such fees shall be announced in advance of the event.

Possibilities for special venues and events are endless and members are encouraged to seek out possible opportunities for special events. When potential events are identified, Members are encouraged to introduce such event to the Alliance at the next scheduled meeting or to the Board via e-mail Members are reminded that lead time is crucial to successfully organizing any event.

09.20 COPYRIGHT LAWS

Copyright laws protect drama, literature, music, graphics, architecture, sculptures, and other “intellectual works”. These laws are designed to ensure that an artist is recognized and compensated for his work. They also prevent other people from passing the work off as their own. The person or company who holds the copyright is the only one legally able to reproduce, change, publish, sell, distribute, or perform the copyrighted material. Therefore, it is important to correctly cite any work you use that is not your own so that you do not violate copyright laws. (<http://www.atg.wa.gov/copyright-laws>)

For more information: <http://www.copyright.gov/>