



## Art Tour Collective Membership Agreement

This document, dated YYYY-MM-DD, is an agreement between

\_\_\_\_\_ (*Member*), and the *Art Tour Collective*,

specifying the terms, conditions and obligations of membership in The *Art Tour Collective* for the period of *January 1 - December 31, 2018*.

The *Member* and the *Art Tour Collective* agree to the following terms and conditions:

### **Annual Membership Fee:**

The *Member* shall pay the fee of \$40 in exchange for *Member Benefits* covering the *Calendar Year* of 2018.

The *Membership Fee* is non-refundable.

Funds must be received before the *Member* may register for any event produced by *The Art Tour Collective* during the *Calendar Year*.

Member *Benefits* end effective January 1 of 2018 if the *Annual Membership Fee* for 2018 has not been paid.

### **Art Tour Collective Obligations:**

The *Art Tour Collective* agrees to provide the following *Member Benefits* to the *Member* during the *Calendar Year* for which the *Member* has paid the *Annual Membership Fee*:

- *Member* may register for and participate in any event produced by the *Art Tour Collective*, and benefit from all of the promotional resources of the Collective in support of that event, provided the *Member* has met the requirements of participating in that event, including signed exhibition contract, paid exhibition fee and provided there is space available for the *Member* on a first come first serve basis.
- *Member's* artwork is represented on the *Art Tour Collective* website, as well as Social Media resources of the *Art Tour Collective*, subject to the *Member's* cooperation with the *Art Tour Collective's* webmaster and coordinators of those Social Media resources.
- *Member* may have their own events promoted through the *Art Tour Collective's* website and other resources even if the event is not produced by the *Art Tour Collective*.
- *Member* is entitled to receive communications and bulletins, attend general membership meetings and express opinions on all matters related to activities of *The Art Tour Collective*.
- *Member* may participate in any activities related to the *Art Tour Collective* and the production of its events, including leadership roles in the organization of those events and the Collective in general.

## **Member Obligations**

The **Member** agrees to fulfill to the best of his or her ability, the following obligations of membership in the **Art Tour Collective**:

- To cooperate fully with fellow members, the **Art Tour Collective's** Board of Directors and the organizers of events produced by the **Art Tour Collective**.
- To display only work of his or her own creation and of the best quality he or she is able to produce.
- Pay all fees and sign all agreements as required, in a timely manner.
- Provide the **Art Tour Collective** with contact information and information about their art as required.
- Agree to the use by the **Art Tour Collective** of sample images of the **Member's** artwork in print or electronic form solely for the purposes of promoting the **Member** and his or her participation in the **Art Tour Collective** and its various activities.
- Agree to pay a service charge of \$20.00 (twenty dollars) for each, and every cheque returned to the **Art Tour Collective** from the **Member's** bank, trust company, or credit union, whatever the reason.
- The **Art Tour Collective** name and logo may only be used in a manner deemed acceptable to the **Art Tour Collective**. This also applies to names and logos specific to any event administered by the Collective.
- Only official posters and signage, approved by the **Art Tour Collective** may be displayed in public areas, and only the official published materials may be distributed (although this may be accompanied by a **Member's** promotional materials as part of that **Member's** personal mailing).
- Any alteration to the official materials or other unofficial use of the **Art Tour Collective's** name or logo or those of events administered by the **Art Tour Collective** is deemed unacceptable, unless expressly permitted by the **Art Tour Collective**, and stated in meeting minutes or other official written communication either in electronic form or on paper.

This Agreement is governed by and construed in accordance with the domestic laws of the Province of Ontario, Canada and the laws of Canada applicable therein, without regard to conflict of laws.

The parties hereto hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

Neither party will assign its rights of obligations under this Agreement without the prior written consent of the other party. Any assignment without consent will be null and void.

Superseding all prior oral or written communication with respect to the subject matter and the terms thereof, and may be altered, modified or changed only by a document signed by an authorized representative of each party.

### **Liability:**

The **Art Tour Collective**, its **Members**, the board and its directors, and organizers or venue of any event produced by the **Art Tour Collective** shall not be responsible for any loss or damage to persons or exhibits, due to Fire, Accident, Theft or any other cause during said event at said venue.

Furthermore, the **Member** will indemnify and save harmless the **Art Tour Collective** from all, and any claims arising as a result of bodily injury to or death of any person or persons arising out of the **Member's** participation as a **Member** of the **Art Tour Collective** or participation in any event produced by the **Art Tour Collective** or use of any venue for the purposes of said event and any claims resulting from the moving of materials to and from the venue for said event.

The **Member** is advised to consult his or her own insurance brokers with a view toward protecting themselves against insurable risks.

**Termination**

The **Art Tour Collective** shall have the absolute right to terminate this Agreement forthwith without notice if, in their opinion, the **Member** is guilty of any breach of any covenant contained herein. Any payment made by the **Member** to the **Art Tour Collective** on account hereof will be retained by the **Art Tour Collective** as liquidated damages for said breach.

**Term of the Agreement**

The Term of this Membership Agreement shall cover the Time Period from January 1 to December 31, 2018.

**Signed and dated**

I the undersigned, certify that I have read, understood and do accept the terms and conditions in this Membership Agreement.

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Member Signature	Name	Date
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Art Tour Collective Signature	Name	Date
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This Membership Agreement is not valid unless and until it is signed by both parties.