



North Country Arts Council
Promoting Art and Cultural Opportunities in Northern New York

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52-54 Public Sq - Watertown, NY 13601

CO-OP BUSINESS PLAN FOR 'ARTS ON THE SQUARE' GALLERY
52 Public Square, Watertown NY
For Implementation on January 1, 2017
Approved by NCAC Board of Directors December 6, 2016
Amended by NCAC Board of Directors February 16, 2017

Description

'Arts On The Square' (AOTS) is a 1,200 square-foot retail space with original tin ceilings and modern infrastructure in the historic Franklin Building on Public Square in Downtown Watertown. With an entire north-facing wall of floor-to-ceiling windows, the flexible retail space is flooded with plenty of natural light as well as offering beautiful views to passing traffic and pedestrians. AOTS is included in the growing critical mass of arts-friendly businesses located downtown, and is the center of the 'arts hub' in the Franklin Building with other arts-based businesses; including Craig Sirianni Voice Studio, Watertown Piano Lessons, Tarot Cafe, Whimsical Pig frame shop, and Moodtide Arts. Free parking is available on-street, and in two convenient free public lots.

AOTS Mission

The mission of the non-profit 'Arts On The Square' gallery is to give local artists the opportunity for a central, year-round location in where to display and sell their works and connect with other artists and the community while maximizing the profit for member artists.

AOTS Business Hours

The regular store hours of AOTS will be Tuesday-Friday 11am-7pm, Saturday 10am-6pm for a total of 40 hours a week, or other times as advised by the artists and approved by the NCAC Board.

NCAC/AOTS Overhead

The overhead of the 'Arts On The Square' retail gallery is \$1,200 a month (\$14,400 a year). This includes General Liability Insurance, utilities, internet, phone, website, and Square credit card processing and inventory management. There is no paid gallery staff; artists are expected to take operational roles to maintain and operate the retail location. As a 501(c)(3) organization, any NCAC profit from the sale of artwork will be utilized to cover maintenance, supplies and incidental expenses associated with operating a commercial retail business, and invested in educational and promotional programs. NCAC will see that the sales tax on item sales is filed and paid annually.

Lease Rates

The lease with the landlord is for a 5-year period from January 2017 through December 2021.

- 2017: \$999.02/mo
- 2018: \$999.02/mo
- 2019: \$999.02/mo
- 2020: \$1,025.52/mo
- 2021: \$1,125.67/mo

Utilities and other expenses are approximately \$200/mo

Benefits of participation in the 'Arts On The Square' gallery

- Ability to display and sell works in a Year-Round, clean and professional, centrally-located commercial space
- General Liability insurance
- Sales Tax collection and filing by the Treasurer
- Monthly Marketing, Educational and Promotional Events to draw traffic to the space with cooperation between the NCAC Board and the artists
- Collaboration and connection between artists
- Artist mixers throughout the year
- Online gallery store and sales via NCAC website
- Square Point of Sales system with all major credit card processing, inventory and timecard management
- Monthly Featured Artist exhibits with Opening Socials open to the public
- Telephone and Internet for gallery staff use
- Bags, boxes and tissue paper for use in sales

Expectations of Artists in the Co-Op

- Acceptance into the gallery is open to current dues-paying NCAC members, and through anonymous jury review
- Ownership of the gallery space
- Attend the scheduled shifts (if required) to ensure the doors are open as advertised
- Positive, professional and communal attitude towards other artists, NCAC members, and customers
- Maintaining their inventory lists for uploading into Square and the online store through an Excel spreadsheet file (available from the NCAC office)
- Delegating daily and operational tasks to specific artists with strengths in those areas
- Assisting the NCAC board with marketing and promotional events to draw traffic into the space
- The Gallery Committee will oversee the operation of the gallery, and will consist of 3 artists, selected by the artists participating in the gallery, and 2 NCAC board members not displaying as artists.

Tier Levels

The operational expenses of the gallery space is covered through the use of Display Fees provided by artists. This ensures that overhead expenses are paid, and commissions are paid in a timely manner on the 10th of each month.

There are two main levels of artist fee:

- Level A - staffing requirements

	Level A 12 months	Level A 6 months	Level B 12 months	Level B 6 months
Monthly Display Fee	\$50	\$60	\$65	\$75
Consignment Rate	85%	75%	70%	60%
Staffing	Yes	Yes	N/A	N/A

- Level B - no staffing requirements

An additional level (Level C) is available for those artists on a consignment-only basis, and is only available for those with small numbers of small items (CDs/DVDs, books, hand-made goods) that take up a small area. Consignment level is 60%.

Payment

Payment of artists' Display Fees are due the 26th of the prior month. A \$10 late fee is assessed for every week the Display Fee is late. Artist's works will be removed after 3 weeks of non-payment. A 10% discount is available for prepayment of the full contract period upon signing.

Display Area

Each artist is renting approximately 30-40 square feet of wall space for hanging 2D work (4' wide, floor to ceiling), suitable space for jewelry in the glass display cases, or approximately 20-30 square feet of floor space for 3D artwork. Because these figures are approximate, we will be fair in our presentation and allocation of space based upon artist inventory and available space. Artists with oversized work are required to rent two spaces. Artists are responsible for hanging/arranging their own work. However, the Display Manager (appointed by the Gallery Committee) has final decision in layout and placement of artists' work. Displays are to be rearranged every month. Artists are responsible for small display equipment such as print racks, small easels or holders for items, or greeting card holders. Artists are encouraged to provide brochures, rack cards, and business cards for placement in their displays.

Staffing

The number of shifts artists are required to staff the gallery is based upon the number of shifts each month divided by the number of staffing-level artists. Scheduling will be arranged by the 15th of the previous month based upon the conflicts provided by the artists to the scheduling coordinator (appointed by the Gallery Committee). If an artist is unable to fulfill their shift, it is their responsibility to negotiate with another artist to swap shifts and note the change in the scheduling roster. Artists missing more than three shifts in four months without extenuating circumstances will be removed from the gallery.

Contract Period

A contract period of 6 months or 12 months is available as per the tiers above. Artists shall fulfill their contractual period as signed. Artists, for good reason, may transfer the remainder of their contract to another artists, provided they artist's work meets the jury requirements, and is approved by the Gallery Committee.

Historical Sales

Artists may price work as they feel. These historical figures are provided for your consideration only: Based upon historical sales figures at AOTS, the average sale price of a majority of items is between \$25-\$75. Lesser amount of sales is between \$100-300. The least amount of sales is \$300+.

Suggested Retail

Artists are expected to price their work the same no matter what market you are selling in. (For example: do not sell the same work for \$75 in the gallery, \$50 at a market, and \$60 in your home. All work must be the same price to be fair to the consumer.)

Social Media Clause

It is expected that a level of professionalism is kept, especially for social media outlets. Airing grievances on social media will not be tolerated. Artists violating this policy will be asked to leave the Co-Op.

Insurance Waiver

The artists entering into a signed contract acknowledge that their property, including, without limitation, any art or other items on display (collectively to be known as the "Property") may be damaged, lost or stolen during the contract period of or during the unpacking, packing or transportation of and I acknowledge and understand the risk involved by allowing such property to be displayed by "NCAC" (jointly acknowledged as North Country Artists' Guild, DBA North Country Arts Council, AKA "Arts On The Square" located at 52-54 Public Square, Watertown NY 13601).

I understand that NCAC does not insure the Property and if I so choose I must acquire my own insurance. If I so choose such Insurance, I agree to submit a copy to NCAC.

I understand that I am responsible for the hanging or display of any Property and must get prior approval of any signage from NCAC and the Gallery Committee.

The term of the contract begins when the Artwork(s) are delivered to NCAC, the contract signed and returned, and shall run through the agreed upon contract end date, plus a period of no longer than seven business days for the Artwork(s) to be reclaimed by the Artist. The "contract end date" means the date so specified on the first page of the contract.

The Gallery Display Manager has the absolute right, in their sole discretion, to remove or to relocate any Property with no notice.

I agree that I will have a period of no longer than seven business days to remove any and all property from the gallery if either NCAC chooses to terminate the contract before the specified contract end date.

By signing this waiver, I hereby agree to indemnify and hold NCAC, its Board of Directors, volunteers, employees or designated representatives, harmless from any type of intellectual property infringement, including but not limited to patent, copyright or trademark infringement.

By signing this waiver, I also agree to waive any personal injury or property damage claim, now or in the future, that I may suffer as a result of displaying work, and I agree to indemnify and hold NCAC, Board of Directors, volunteers, employees and designated representatives, harmless from any personal injury or property damage claim, now or in the future, that I may suffer or cause while on display.

I hereby represent and warrant that I have read this Artist Waiver Form in its entirety and fully understand its contents. I have signed the waiver voluntarily and of my own free will. By signing this waiver, I release and hold harmless NCAC, its Board of Directors, volunteers, employees or representatives from and against any and all claims of injury or damages relating to the above provisions.

Amendment

The NCAC Board reserves the right to amend these plans at any time with advisement from the Gallery Committee. Sufficient notice will be given to artists with existing agreements.