

# SAN DIEGUITO ART GUILD

## Membership Application and Renewal Form

Please complete and sign this two-page agreement, mail with a check to the address below.



### Membership fees:

**\$95 for an adult**

**\$125 for an adult household**

The SDAG membership year runs from September 1 to August 31 of the following year. New members joining in June, July, and August are paid up until the following year. Membership fees are nonrefundable.

### Send this form and check to:

San Dieguito Art Guild, c/o Karen Fidel  
16162 Avenida Venusto #4  
San Diego, CA 92128

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Artistic Media: \_\_\_\_\_

Check Amount: \$ \_\_\_\_\_ Check # \_\_\_\_\_

**MEMBER PARTICIPATION:** The San Dieguito Art Guild (SDAG) and Off Track Gallery (OTG) are run by its membership. Members who display in the gallery or participate in event(s) are required to contribute their time to help run the operation.

Marketing/Publicity, Accounting/Bookkeeping, Computer Work, Receptions/Events, Grant Writing, Other \_\_\_\_\_

## San Dieguito Art Guild Membership Agreement

1. **MY DISPLAY GUARANTEE:** I guarantee that all items of art that I display at the OTG and any SDAG event are of my own artistic endeavors to the extent that they do not infringe upon any copyrights or invade privacy, and do not libel or slander any individual. I also guarantee that all images of my art and/or myself that I provide to SDAG and OTG do not violate copyright or intellectual property laws and may be used freely for publicity and news.

2. **MY RELEASE/PERMISSION:** I give the SDAG and OTG permission to use images of me and/or my art for advertising, marketing, publicity, newsletters, news releases, the SDAG/OTG website, and social media. I understand these images may be used without me being credited and without my prior approval or inspection.

3. **HOLD HARMLESS AND INDEMNIFICATION:** I agree to hold harmless and indemnify SDAG and OTG if my art and/or any images that I provide to SDAG are in violation of copyrights, privacy, libel or slander as stated under #1 and #2 above.

4. **PARTICIPANT RELEASE:** I agree to the SDAG/OTG Participant Release, Hold Harmless and Agreement Not to Sue on Page 2 and will sign accordingly.

5. **DAMAGE OR THEFT OF ART:** I agree that SDAG and OTG are not responsible for damage to or theft of my art

6. **SDAG/OTG DISPLAY FEES AND COMMISSIONS:** I agree to pay required fees to participate in SDAG events and/or display in the OTG. I agree that SDAG receives a 15

percent commission on sales of my art displayed at the gallery and on any of my art that sells as a result of my display at the gallery

7. **REMOVAL OF ART FROM GALLERY:** I agree that in the event my art is deemed unsuitable for display, or if I have not followed SDAG Event or OTG Procedures, or if my membership is terminated or expires, I will remove my art from the OTG. I agree that if it is not removed immediately, an attempt will be made to notify me and my art may be removed from display and placed in the gallery office. If it remains there for longer than 30 days, it may become the property of the SDAG.

8. **PROCEDURES AND JOBS:** I understand that the OTG and SDAG events are mainly operated by members who benefit by having a place to display their art. I agree to follow Procedures and the Bylaws, and I will contribute by performing job(s) as required when I participate in any SDAG activity. (The SDAG website posts procedures for the Monthly Show, Wall License to Display, Floor License to Display, TV Digital Slide Show, Cards and 2D Wraps, and other activities and events.)

9. **MODIFICATIONS/RENEWALS:** I agree that in the event that this Membership Agreement and/or any SDAG/OTG Procedures and/or Bylaws are modified by SDAG Board approval, my continued participation or my membership renewal constitutes my agreement. I agree that I am responsible for going on the SDAG website and reading them when informed. (Updates are sent to Members' email addresses on file.)

I certify that I am over 21 years old. I have read the above San Dieguito Art Guild Membership Agreement, understand its contents and agree to all of its terms. I understand that this agreement takes precedence over any previous SDAG Membership Agreements:

Print Name(s): \_\_\_\_\_ Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

## **San Dieguito Art Guild and Off Track Gallery Participant Release, Hold Harmless and Agreement Not to Sue**

I understand that participating in any San Dieguito Art Guild and Off Track Gallery (SDAG/OTG) activity and/or event may expose me to risks. I am participating in these activities and events voluntarily and agree to assume all risks, known and unknown.

In consideration of participating in SDAG/OTG activities and/or events, I agree, for myself, my heirs, administrators, executors and assigns, to indemnify and hold harmless the SDAG/OTG and its officers, agents, officials, organizers, Board of Directors, sponsors, advertisers, owners/lessors of premises, employees, and volunteers from and against any and all claims, cost liabilities, expenses, or judgments including attorney's fees and court costs arising out of my participation in said activities and/or events that result in illness, injury, death, damage to or loss of personal property arising out of, or in connection with, my participation in the activity or event from whatever cause, including the active or passive negligence of the SDAG/OTG or any other participants in the event/class.

I understand that some SDAG/OTG activities require physical effort. I will engage only in activities that I am mentally and physically capable of performing.

Also, I understand that if I have any assistant(s) help me at any SDAG/OTG activity and/or event, I will ensure they have signed the SDAG/OTG non-member participant release form before participating.

I understand that modification to this waiver requires SDAG Board of Directors approval.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN ON MY OWN FREE WILL.

Date: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_