

Membership Application & Renewal Agreement

New Member Renewing Member

Membership Type: Single Adult Household

Legal Name(s): _____

Nickname: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Artistic Media: _____

Annual Membership Fees:

- \$125 for an adult
- \$175 for 2 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 non-refundable.

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: _____

Membership Agreement

1. MY DISPLAY GUARANTEE:

- I understand that membership does not guarantee that my art will be juried into the OTG or other SDAG sponsored events, and that more information on art display can be found on the SDAG website.
- I guarantee that all items of art that I display at the Off Track Gallery and any San Dieguito Art Guild events 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 San Dieguito Art Guild and Off Track Gallery (SDAG/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/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/OTG if my art and/or any images I provide to SDAG are in violation of copyrights, privacy, libel or slander as stated above.
- 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.

- 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.
- I agree that if I have anyone assist me at SDAG events, that person is subject to this agreement, and I hold harmless and indemnify SDAG.
- I understand that modification to this waiver requires SDAG Board of Directors approval.

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

5. 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% 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.

- 6. **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.

- 7. **PROCEDURES AND JOBS:** I understand that the SDAG/OTG events are operated by members who benefit by having a place to display their art. I agree to follow the Policies, Procedures and 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, Cards and 2D Wraps, and other activities and events.)

- 8. **MODIFICATIONS / RENEWALS:** I agree that in the event that this Membership Agreement and/or any SDAG/OTG Policies, 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.

- 9. **MEMBERS CONSENT TO USE ELECTRONIC TRANSMISSION:** SDAG sends official communications to its members by email or other electronic transmission such as the SDAG website. As a voting member of SDAG, I hereby provide written consent to receive official communications from, and send official communications to, SDAG via email or other electronic form such as the SDAG website. I understand this consent requires that I have access to a computer, have a current email account in my name, and have provided my current email address to SDAG. I understand this consent allows SDAG to send me ballots, notices of member meetings, conduct electronic meetings, and handle other official business that requires member or Board approval by email or other electronic form. I understand this consent also allows me to return the same to SDAG. I understand I may withdraw this consent at any time by providing SDAG with written notice of my withdrawal. I also understand that I may have a non-electronic form of the official communication made available on request.

I certify that I am over 18 years old. I have read the above San Dieguito Art Guild Membership Agreement, understand its contents and agree to all of its terms. I am aware that this is a full release of SDAG of all liability and sign on my own free will. I understand that this agreement takes precedence over any previous SDAG Membership Agreements:

Print Name (1): _____

Signature (1): _____ Date: _____

Print Name (2): _____

Signature (2): _____ Date: _____