

Member's Agreement

Updated: February 5, 2020

This is an agreement between Gallery 44 (hereafter called the Gallery) and the following Member;

Name		Membership (Full/Day)
Address	City	Postal Code
Home Phone#	Work/Cell #	Email
School	Student Number	

hereafter called the Member

General Policy

1. The Member agrees to read and abide by Gallery 44's Membership Policy, available from the Gallery 44 office, library and website.
2. The Member agrees to pay Gallery 44 the annual membership fee of \$94 for day members, \$180 for full members and any applicable user fees.
3. Reduced rates: Members that are currently enrolled in or have recently graduated from (up to 12 months) a full-time post-secondary educational program are eligible for a reduced Membership fee. A valid student ID card and current course schedule must be provided. Members at or above the age of 65 are eligible for a reduced Membership fee. Valid photo ID with birthdate must be provided.
4. Day Members have access to the facilities only during gallery hours: Tuesday to Saturday, 11 am to 5 pm, or as otherwise posted publicly by the Gallery. Full Members receive passcards with access to the facilities 24 hours a day, 7 days a week. Passcards require a \$45 deposit. Expired passcards must be returned within 1 year of expiry to receive a deposit refund.
5. After using Gallery 44's facilities, the Member is responsible for ensuring that facilities used are restored to the original condition when leaving the Gallery.
6. Members are encouraged to participate in fundraising activities and special events and are encouraged to commit 3 hours of volunteer work for the Gallery per month.
7. The Member is responsible for insurance of personal property, which may be stored at the Gallery. Gallery 44 is not responsible for loss or damage of personal property.
8. The Membership is collectively responsible for general maintenance and upkeep of Gallery 44 facilities and equipment. However, each Member is individually responsible for damages caused solely by the Member, subject to review by the Board of Directors who will determine collective or individual responsibility.
9. The Member is entitled to the following benefits: voting privileges, weekly emails about activities, discounts on Gallery 44 workshops and publications and at various retailers, eligibility to serve on the Board and committees (following at least one year of membership).
10. This Agreement may be terminated by either party on sixty days (2 months) notice. The Member may be notified at any time in writing of any outstanding dues or fees payable by them. If any amounts are not paid within 30 days of such notice, or arrangements made for payment, the Member will no longer be in good standing and will lose their rights as a member. Membership shall terminate if such outstanding dues or fees are not paid within three months.
11. Failure of the Member to comply with Gallery 44 policies, as outlined in Gallery 44's Membership Policy or failure to exhibit cooperative behavior may result in immediate termination of membership in Gallery 44 as per the discretion of the Board of Directors.

I, as the Member, hereby declare that I have read, and understand Gallery 44's Membership Policy and agree to abide by its regulations.

Member Signature: _____ **Date:** _____

Darkroom Production Policy

1. The Member acknowledges that Gallery 44's Darkroom Production Facilities and equipment will be used for projects that conform to Gallery 44's mandate, and are not of a commercial nature.
2. The Member acknowledges and represents that the Member has a full understanding of the appropriate and safe use of chemicals and other materials that the Member brings, or permits to be brought, onto the premises of Gallery 44 for use by the Member in the darkroom or by persons whom the Member invites or permits into the darkroom. All chemicals will be stored in proper containers labeled with their contents, the Member's name, and the date opened; the Member will have read and supply to Gallery 44 relevant MSDS information.
3. The Member further acknowledges that Gallery 44 makes no representation or promise or warranty as to the safe handling of the chemicals or materials that any member of Gallery 44, including the Member, brings, or permits to be brought, onto the premises of Gallery 44.

4. The Member further agrees that the Member alone is liable for the chemicals and materials that they bring, or permits to be brought, onto the premises of Gallery 44. The Member waives as to Gallery 44, together with its employees, directors and officers, all liability, expressed or implied, arising by law, contract or in negligence, for damages or injury connected in any way to the chemicals or other materials, including their use, that any member, including the Member, brings, or permits to be brought, onto the premises of Gallery 44. The Member agrees that this waiver shall be binding upon the Member's heirs, assigns and personal representatives.
5. The Member acknowledges that the Member has attended a Darkroom Orientation and understand procedures and responsibilities when working in Gallery 44's Darkroom Production Facilities. If the Member has not yet attended a Darkroom Orientation prior to signing this Agreement, the Member submits that the Member will not use Gallery 44's Darkroom Production Facilities until having completed and passed the Darkroom Orientation.

I, as the Member, hereby declare that I have read, and understand Gallery 44's Darkroom Production Policy and agree to abide by its regulations.

Member Signature: _____ **Date:** _____

Production/Rentals Policy

1. **Equipment Use** - The Member acknowledges that the use of Gallery 44's rental equipment, including all camera, studio, and computer equipment, will be for projects that conform to Gallery 44's mandate and are not of a commercial nature. The Member is responsible for the legal use of all Gallery 44 equipment and materials.
2. **Condition of Equipment** - The Member takes full responsibility for ensuring that there are no technical faults or problems with the condition or operation of the equipment prior to being removed from the Gallery 44 office. When removed from the Gallery 44 office it will be assumed that equipment is in good condition and is operating properly.
3. **Rental costs** are to be paid in full prior to rental equipment being released to the member.
4. **Insurance** must be purchased under Gallery 44's policy for the use of camera and studio equipment in the amount of 15% of the total rental charge. This charge will automatically be included in the rental cost.
5. **Damaged or loss of equipment** – The Member must complete a technical fault report in the event of any loss, damage or malfunctioning of equipment incurred during a rental. The Member is responsible for all costs incurred by Gallery 44 for the repair or replacement, including any out-of-house rental costs of any equipment lost, stolen or damaged during the rental period. In the event of equipment theft, the member must immediately notify Gallery 44, the Police, and, if appropriate, their insurance company. If Gallery 44 is required to make an insurance claim on behalf of the Member, the Member must pay all costs incurred by Gallery 44, including the total deductible portion of the policy and any amounts not covered under Gallery 44's insurance policy.
6. **Pick-up/returns** – Equipment must be picked up and returned during office hours. Late returns are subject to a minimum charge of 50% of a day rental rate to be determined in the discretion of the Gallery.
7. **Production losses & liability** – Gallery 44 accepts no liability for production losses due to failure of equipment; for liabilities arising from the Member's use of the equipment; for any liabilities arising from the nature of the Member's production; or for any costs of the Member's production.
8. **Crediting** – The Member will include acknowledgement of Gallery 44's support in all promotional and communications materials about exhibitions resulting from Member's use of Gallery 44 equipment.
9. **Orientations** - The Member acknowledges that they have attended the necessary orientations required to rent all equipment and understand the procedures, and responsibilities that are involved with working with said equipment safely and in accordance with the Gallery's requirements. If a Member attends an orientation and fails to use the specific equipment within six months of being oriented, they may be asked to attend a second orientation before being allowed to rent the equipment.
10. **Rental Policy** - To be granted access to equipment rentals you will need to submit the following items:
 - Two pieces of identification including photo ID
 - Proof of Address
 - Two references the Gallery can contact

I, as the Member, hereby declare that I have read and understand Gallery 44's Production/Rentals Policy and agree to abide by its regulations.

Member Signature: _____ **Date:** _____

Photo ID (Drivers Licence etc.) #: _____

Other ID: _____

This agreement is dated: _____

Per Gallery 44 _____

OFFICE USE ONLY 401 Passcard No.: G44 Passcard No.:
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