



**Welcome to The Peacock House Art Foundation's Artist Membership!** We're glad to have you join our growing community of artists, art and culture connoisseurs, and Treasure Coast community members.

The Peacock House Art Foundation, Inc. is non-profit art and culture center, with a charitable purpose:

- To connect the community to welcoming and safe venues for the exploration and practice of art and culture
- To provide community building, inclusion, collaboration, and engagement through artistic growth and expression
- To further develop and support the Peacock Arts District of Fort Pierce, and our local art community, through public art exposure, art education, classes, and opportunities
- To provide artists with resources, tools, and exhibit opportunities
- To bring diverse, multicultural, and international artists from around the world through our Artists-in-Residence (AIR) program

These tenants are the basis of our foundation's overall goals, and what we consider with every action we take. By enacting these goals, we're able to recruit members which benefits artist-members like yourself, as well as the foundation.

### **Benefits of Artist Membership**

More than the sum of their parts, our offered benefits have been created specifically to help our artist members get their name out there, build a following, and make sales.

Please note, some of the benefits listed are pending the finalization of our infrastructure, as we are still in our growing stages; these are denoted by "pending" next to them. Thank you for your patience as we work to finalize our offerings.

- Choose to receive either:
  - An artist profile on our website (featuring your biography, a photo of you, and a link to your work listed on our online gallery)
- OR**
- If you already have your own website, we can link directly to it
- Get your artwork listed for sale in our Online Gallery (up to 10 works)
- Get marketed through our social media channels
- Get a selection of your artwork shown in our brick & mortar gallery
  - 1 -2 pieces, rotating on a 3 month schedule (see staff for more details)
- Get a reduced commission of 20% on sales made through TPHAF (Non-members pay 40%)
- Reduced entry into our Exhibits, Classes, and Events
- Access to The Peacock Member Social Events
- Option to participate in Artwalk demos

\_\_\_\_\_  
Artist Initials

\_\_\_\_\_  
Date



- Receive a discount at partnered restaurant venues *[Pending]*
- Enter our Juried Exhibitions for FREE (non-members pay \$100) *[Pending]*
- Priority in answering Calls to Artists for our exhibitions *[Pending]*

### Requirements of Artist Membership

- Artist Members must provide staff with images, titles, sizes, and mediums of any works that the artist wants listed on our Online Gallery (staff is not responsible for obtaining this information from artists websites).
- Artist Members must provide TPHAF with one piece of artwork to hang in the Member Gallery. They will rotate this work out on a 3 month schedule, or as requested by staff under special circumstances (such as after a sale).
- Artist Members must host an exhibit of their (pre-approved) work, at least once a year on TPHAF grounds. Details and schedule can be determined with Staff.
- Artist Members are encouraged to host a class, at least once a year, in the Art Lab, The class may be of your choosing, for either kids or adults. There is a 40/60 split of the ticket cost provided to participating guest artists (40% to the artist / 60% to the foundation). See our website for more details.
- Artist Members are encouraged to share their membership status, and any events, classes, or exhibits in which they are participating on social media.
- Artist Members are required to bring a selection of artwork to The Peacock House Art Foundation's Annual Art Exhibit and Fundraiser, held each spring (see staff for details).
- Artist Members must agree to all adhere to terms and conditions as listed below, as well as any applicable laws.

### Terms & Conditions

1. **Conduct:** The Peacock House Art Foundation Inc, (TPHAF), and all affiliated organizations have a ZERO TOLERANCE policy on any harassment or abuse. All members will show decorum and respect to all fellow members, staff, patrons, and visitors, at all times. Discrimination of any kind will not be tolerated.
2. **Hours of Operation:** No member is allowed to be on the premises after the posted hours of operation, or unsupervised. Any and all guests must leave the premises by 7pm unless given prior permission and/or supervision from staff. Violation of this rule may lead to termination of this agreement.
3. **Artwork:** The Peacock House Art Foundation Staff holds the right to final curation of all submitted work.
4. **Payments and Fees:**
  - a. Members are responsible for their own annual renewal fees and dates. Membership fees are non-refundable in all circumstances, including but not limited to termination of the agreement for violation of terms and conditions.

\_\_\_\_\_  
Artist Initials

\_\_\_\_\_  
Date



- b. Artists will be notified of the selling of their work within seven (7) business days of the sale. Payments for sales will be provided once a month, at the beginning of the following month for sales made the month prior, in one consolidated payment.
  - c. Sales of art for artists members will incur a 20% commission. Artists are responsible to price their work appropriately to account for this.
  - d. Sales of tickets to artist held classes/events will incur a 60% commission. Artists are responsible to price their classes/events appropriately to account for this.
  - e. Sales of art may incur a Merchant Fee, when paid for on a credit/debit card. TPHAF uses Wix and Square as its POS systems, these systems automatically charge a fee per use. Artists are responsible to price their work appropriately to account for this fee. Please ask Staff for the most up to date cost of Merchant Fees.
5. **Smoking/Intoxication:** Members will refrain from any public intoxication, drug use, threats or harassment, and use of weapons. Use of tobacco/vapes inside is NOT permitted. If you must smoke, please utilize the outside grounds. Dispose of cigarette butts in trash cans, DO NOT throw them on the ground, as this could pose a health threat to our peacocks.
  6. **Harassment:** Non-warranted/unwanted physical contact or lewd/lascivious behavior will NOT be accepted and may lead to immediate termination of this agreement.
  7. **Peacocks:** Harassment or injury of the peacocks will not be tolerated and may lead to immediate termination of this agreement.
  8. **Personal Belongings:** Respect others personal belongings, do not touch or use items that do not belong to you without expressed permission. TPHAF and all affiliated organizations are NOT responsible for lost/stolen/damaged personal property.
  9. **Off-Limit Spaces:** Please refrain from entering other units/spaces without permission, these units are rented out to tenants. Avoid loitering whenever possible.
  10. **Emergencies:** In the case of a true emergency please dial 911 first, then call Property Management as soon as possible at (772) 801 - 5729

\_\_\_\_\_  
Artist Initials

\_\_\_\_\_  
Date



***Please initial where applicable:***

\_\_\_\_\_ *I have a website, and would like it linked to on TPHAF's website*

\_\_\_\_\_ *I do not have a website, and would like an artist profile on TPHAF's website*

**I understand that this agreement is for a 12 month term, starting today \_\_\_/\_\_\_/\_\_\_ and ending on \_\_\_/\_\_\_/\_\_\_. I hereby acknowledge and agree to the above listed terms and conditions. I agree to adhere to the responsibilities and requirements of Artist Membership.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Website (if applicable)

**[Liability & Photo Release Forms on the following pages]**

\_\_\_\_\_  
Artist Initials

\_\_\_\_\_  
Date



# Photo Release Form

I, \_\_\_\_\_ grant **The Peacock House Art Foundation, Inc** (and its subsidiary organizations), my permission to use the photographs taken today (see date at the bottom) for any legal use, including but not limited to: publicity, copyright purposes, illustration, advertising, and web content.

Furthermore, I understand that no royalty, fee, or other compensation shall become payable to me by reason of such use.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name Phone Number

\_\_\_\_\_  
Artist Initials Date



## Liability Release Form

This Release of Liability Agreement (the "Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between: **The Peacock House Art Foundation, Inc** (and its subsidiary organizations), 710 Orange Ave. Fort Pierce FL, 34950, 772-801-5729 and

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

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

**Phone Number:** \_\_\_\_\_

### 1. Acknowledgment of Risk:

The undersigned participant (hereinafter referred to as "Participant") acknowledges that their attendance at or participation in any events, exhibitions, or activities held by **The Peacock House Art Foundation, Inc** (and its subsidiary organizations), (hereinafter referred to as the "Gallery") carries with it inherent risks, including but not limited to personal injury, property damage, or loss. Participant voluntarily assumes all such risks and agrees to release the Gallery from any liability resulting from such risks.

### 2. Release of Liability:

In consideration for being allowed to attend or participate in any events or exhibitions organized by the Gallery, the Participant agrees to release, indemnify, and hold harmless the Gallery, its directors, employees, agents, and volunteers from any and all claims, causes of action, demands, damages, losses, liabilities, costs, or expenses arising out of, or in connection with, Participant's attendance, participation, or actions during the event.

### 3. Indemnification:

Participant agrees to indemnify and hold harmless the Gallery, its directors, employees, agents, and volunteers from any claims or legal actions brought by any third party arising from the Participant's actions or negligence while attending or participating in any Gallery-related event or activity.

### 4. Medical Treatment and Emergency Situations:

In the event of an emergency, the Gallery may seek medical treatment for the Participant, if necessary. The Participant agrees to assume all responsibility for the cost of any medical treatment or emergency care that may be required.

\_\_\_\_\_  
Artist Initials

\_\_\_\_\_  
Date



**5. Photography and Video Recording:**

The Participant consents to the use of photographs, video recordings, or other media that may be taken during their attendance at any event or exhibition for promotional or marketing purposes by the Gallery.

**6. Governing Law:**

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Florida.

**7. Entire Agreement:**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral, relating to the subject matter of this Agreement.

By signing below, the Participant acknowledges that they have read, understood, and agree to the terms of this Release of Liability Agreement.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Name \_\_\_\_\_ Phone Number \_\_\_\_\_

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Artist Initials \_\_\_\_\_ Date \_\_\_\_\_