



**GOVERNANCE POLICIES
OF ARTISANS OF MOUNT
DORA, INC.**

ABSTRACT

These policies are adopted by Artisans of Mount Dora, Inc. dba Artisans on fifth to govern the operations of the Corporation.

Revised January 25, 2019

GOVERNANCE POLICIES OF ARTISANS OF MOUNT DORA INC.

These policies are adopted by the Board of Directors of Artisans of Mount Dora, Inc., d/b/a “Artisans on fifth,” to govern the operations of the “Artisans on fifth” cooperative, Mount Dora, Florida, aka “Artisans”.

1. Definitions of “Associate” and “Consignor”:

- a. An Associate shall be defined as a participating artist whose work has been vetted through a jury decision by committee, with all dues and fees payable as specified in her/his current contract.
- b. A Consignor shall be defined as a non-participating artist whose work has been vetted through a jury decision by committee, with all dues and fees payable as specified in her/his current contract.

2. Responsibilities of the “Artisans on fifth” Committees:

- a. Job Descriptions for the Board of Directors, Officers and each Committee can be found on the www.artisansonfifth.com website on the “Associates Only” page. These must always be kept current .

3. The Financial Policies and Procedures of “Artisans on fifth”:

- a. Contracts – The Board shall authorize any officer to enter into any contract or execute and deliver any instrument in the name of, or on behalf of, Artisans on fifth;
- b. Checks, Drafts, etc. - All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness shall be issued in the name of Artisans of fifth or Artisans of Mount Dora, Inc., and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President, Vice President, Assistant Treasurer or Secretary.
- c. Deposits - All funds of Artisans shall be deposited in a timely manner into the account(s) of Artisans in such banks, trust companies or other depositories as the Board may select.
- d. Gifts - The Board may accept on behalf of Artisans any contribution, gift, bequest, donation, grant or devise for the general purpose or any special purpose of Artisans.
- e. Expenditures – The preferred procedure for making payment for Artisans approved purchases is by a check drawn on Artisans’ bank account or by Artisans’ Debit Card. When it is necessary for a committee chair or committee member to advance payment for items and services which have been budgeted and Board approved, pre-approval of the Treasurer or President may be required. The payer will be reimbursed upon submitting the proper Request for Reimbursement and Expense Report form with receipts. All committee chairs

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and committee members are authorized for reimbursement up to \$50 per event. Any unforeseen expense of more than \$50 must be approved in writing by the Treasurer or President prior to the expense. No pre-approval is needed for Bra-Vo related expenditures.

- f. Application Fees: All applicants for membership in Artisans on fifth must pay an application fee, in an amount to be determined by the Board of Directors, beginning February 1, 2019, unless waived by the Board of Directors.

4. Location of Office and Documents for “Artisans on fifth”:

- a. Office - The “office” of Artisans shall be in the file cabinet and storage area at 134 E. Fifth Avenue, Mount Dora, Florida
- b. Required Current Documents – Documents related to the current fiscal year shall be kept in the filing cabinet at the office of Artisans. These shall consist of, but not be limited to: Original Articles of Incorporation, Corporate Annual Reports, Bylaws, Governance Policies, 501(c)(3) documentation, all financial records, Income Tax filings, Sales Tax filings, Licenses and Permits, Fictitious Name Filings, Tax Exempt Certificates, Board and Associate Meeting Minutes, documents regarding expulsion of an Associate or Consignor, and all approved and denied Associate and Consignor Applications.
- c. Required Non-Current Documents – Required documents, that do not relate to the current fiscal year, are stored in a storage area at 134 E. Fifth Avenue in Mount Dora, Florida.

5. Work-related Policies and Procedures for Associates:

- a. Active Associates must fulfill required hours to staff Artisans as specified in the current contract.
 - 1) Each Associate shall commit to work at Artisans during the time specified in their contract during the 6-month contract period. The work schedule shall be established by the Scheduling Committee.
 - 2) Associates shall work a specified number of shifts per month based on the total number of Associates actively assigned to work. The number of hours to be worked and the number of shifts will be determined by the Board based upon the number of Associates on the roster.
 - 3) If an Associate is unable to work on a scheduled day, it is incumbent upon the Associate to secure a replacement person from the current Artisans roster of Associates and to notify the Scheduling Coordinator at least 48 hours prior to their shift.
 - 4) If any Associate is a “no show” for her/his shift, there will be a warning issued by the Scheduling Chair with a copy to the Board. The second time a failure to show occurs, the Breach of Contract process, as defined herein, will be followed.

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6. Terms of Associates and Consignors Contracts with “Artisans on fifth:”

- a. Associates and Consignors shall agree that Artisans shall withhold a percentage of all sales. The percentage shall be specified in the contract.
- b. Associates and Consignors shall agree that store-wide “sales/discount” promotions at Artisans shall be at the discretion of the Board.
- c. Associates shall commit to a 1-year commitment consisting of two consecutive six-month contract terms.
- d. The contract terms shall be reviewed by the Board three months before renewal to determine whether financial provisions continue to cover costs and expenses of the Corporation
- e. Board shall send notification to Associates and Consignors one month before renewal period if there are any changes to the previous six (6) month contract.
- f. Payment for sales shall be calculated at the beginning of each month and checks shall be written to the Associates and Consignors for the preceding month. All efforts shall be made to have the checks available by the tenth (10th) of the month. The checks shall equal the amount for which the artwork was sold, less commission, fines, delinquent fee and/or usage fees/rent.
- g. Associates and Consignors shall agree to abide by their respective contracts.
- h. Associates and Consignors shall have access through the website to the following documents and shall abide by the terms of these documents:
 - 1) **Bylaws**
 - 2) **Governance Policies**
 - 3) **Display Guidelines and Rotation Plan**
 - 4) **Jury Committee Evaluation and Interview Guidelines**
 - 5) **Featured Artist Guidelines**
 - 6) **Inventory Committee Guidelines**
- i. Associates shall actively participate and fulfill their committee obligations by serving on at least one committee and/or serve on the Board of Directors.
- j. Associates and Consignors shall exhibit only their own artwork. Associates and Consignors can exhibit originals, prints, copies, giclée’s, or other reproductive forms of their own work. Collaborative artwork shall be considered by the Board on an individual basis.
- k. Artist’s artwork must be a unique, original design that is entirely assembled by the artist.
- l. Associates are entitled to equitably assigned display space and agree to abide by the space allocation, and categories (i.e. wall artist, shelf artist, jeweler etc.) established by Artisans and described in the **Display Guidelines and Rotation Plan**.
- m. Consignors display space will be determined by the Board and the Consignor agrees to abide by the space allocation, and categories established by Artisans.

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- n. Associates and Consignors shall contract and participate as sole proprietors and not as a partnership, Limited Liability Company, corporation or other business association.
- o. Associates shall be available for other responsibilities necessary to the operations of Artisans.
- p. Original artwork cannot be for sale at any other retail establishment in downtown Mount Dora, unless the artist has been “grandfathered in”, by being an Associate prior to this rule.
- q. Associates and Consignors will be notified through email by a Committee Chair if artwork is not the same type as was approved by the Jury Committee. The notice shall state that non-complying artwork must be removed from Artisans within seven (7) days of the date of the notice. If the artwork has not been removed from Artisans within the seven (7) day period, the Board will be notified by email to start Breach of Contract procedures.
- r. All monetary transactions with customers at Artisans on fifth must be run through the Point-of-Sale system. If work is done as a custom order or commissioned work, it can be delivered to the customer at Artisans on fifth only if payment is handled through the Point-of-Sale system. Pre-paid items may be picked up at Artisans only if they have a copy of the Artisans receipt attached.
- s. Associates must attend a minimum of 50% (fifty percent) of the scheduled Associates Meetings. An Associate may request to be excused from a meeting by contacting the President. The Board shall determine what constitutes an excused absence. REV 11/15/17
- t. Per the Bylaws, “Board of Directors members, except for the Board Member Emeritus, shall be terminated from the Board due to more than two unexcused absences from Board meetings in a one-year period.” Between scheduled meetings, the members of the Board may have to vote by email on motions, in order to conduct the business of the Corporation. Board of Directors members must vote on at least 75% (seventy-five percent) of the requested email motions. REV 1/25/19.

7. Medical Leave for Associates of “Artisans on fifth”:

- a. Medical Leave - When an Associate is unable to fulfill her/his membership requirements due to health reasons, the Associate may make a written request for medical leave to the Board.
- b. While an Associate is under an approved medical leave, the Associate may choose one of the following: (1) temporary removal of all artwork from Artisans and a proration of paid fees; or (2) continuation of placement of artwork in Artisans with responsibility for coverage of her/his work shifted by other willing Associates.

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- c. Upon returning from an approved medical leave of absence, the Associate shall schedule their return during the next bi-annual renewal period (Feb. or Aug.) If Space is not available in their category, the associate will be given priority and placed on a waitlist until there is an opening.
- d. All approved medical leaves shall be reviewed by the Board every three months and Associates shall be required to advise in writing their medical status two weeks prior to the review time to the Board. In no case shall medical leave be extended beyond one year's time.

8. Resignation From "Artisans on fifth:"

- a. Associates and Consignors may resign from her/his contract after having notified the Board in writing and giving a thirty-day notice.
- b. There will be no refund or credits of fees paid for shortened contracts.
- c. After one full year from the initial date of resignation, a former Associate or Consignor may request in writing to the Board to return to Artisans at the next contract renewal cycle. The Board can accept or refuse a former Associate's or Consignor's request to return, without stating its reason.
- d. A returning Associate or Consignor must be juried-in again, sign the current contract, pay all applicable fees.
- e. This resignation option may only be used one time for both an Associate and a Consignor.
- f. There will be no refund on fees already paid.

9. Change in Status from Associate to Consignor or Consignor to Associate

- a. Current Associates Who Wish to Become a Consignor Must:
 - 1) fulfill their current contract,
 - 2) wait six (6) months to apply as a consignment artist,
 - 3) complete an application form and pay the application fee,
 - 4) be juried-in,
 - 5) occupy provided consignment space,
 - 6) receive no special treatment for prior participation as an Associate.
- b. Current Consignors Who Wish to Become an Associate Must:
 - 1) fulfill their current contract,
 - 2) wait six (6) months to apply as an Associate artist,
 - 3) complete an application form and pay the application fee,
 - 4) be juried-in,
 - 5) occupy assigned space,

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- 6) receive no special treatment for prior participation as a Consignor. REV 1/21/19
- c. Waiver of Requirements for Status Change
 - 1) An Associate or Consignor, in good standing, may request a waiver of the requirements for a six (6) month waiting period, the application fee and being juried-in if they wish to change status.
 - 2) The request must be in writing, (by email) to the President at least sixty (60) days prior to the end of a contract term. The request must state good and compelling reasons for the waiver of the requirements.
 - 3) A request for a waiver of requirements for status change may only be made once.
 - 4) The Board of Directors will consider the request for a waiver and inform the applicant of a decision at least thirty (30) days prior to the end of the contract term.
 - 5) If there is a "Wait List", the applicant will be added to the bottom of the list. REV 1/21/19

10. Breach of Contract:

An Associate's or Consignor's breach of contract can result in expulsion and Artisans on fifth contract cancellation. Expulsion and contract cancellation requires a majority vote of the full Board.

- a. Causes for expulsion by the Board include the following for an Associate:
 - 1) Failure to meet financial obligations
 - 2) Failure to comply with contract terms or the Artisans on fifth Governance Policies.
 - 3) Failure to attend two (2) quarterly Associates meetings in a calendar year;
 - 4) A Board of Directors member, except for the Board Member Emeritus, fails to comply with the Board meeting attendance requirements in the Bylaws or vote on at least 75% (seventy-five percent) of the requested email motions.
 - 5) Failure to open, close, be present or attend designated and committed scheduled work times at the shop;
 - 6) Failure to meet committee commitment(s);
 - 7) Misappropriation of funds or supplies;
 - 8) Personal use of Artisan's supplies or equipment;
 - 9) Failure to follow non-discrimination policies which are that no Associate or Consignor shall discriminate or be discriminated against based on race, creed, religion, sex, color, age, disability or sexual orientation.
 - 10) Performing any act that might negatively impact on the professional image of Artisans on fifth.
- b. Causes for expulsion by the Board include the following for a Consignor:
 - 1) Failure to meet financial obligations;

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- 2) Failure to comply with contract terms or Artisans on fifth Governance Policies;
 - 3) Failure to follow non-discrimination policies which are that no Associate or Consignor shall discriminate or be discriminated against based on race, creed, religion, sex, color, age, disability or sexual orientation;
 - 4) Failure to have any sales in a six (6) month period;
 - 5) Failure to remove artwork that has not been juried-in or to display artwork that has not been made by the artist;
 - 6) Performing any act that might negatively impact on the professional image of Artisans on fifth.
- c. When the majority of the Board determine that a contract must be cancelled:
- 1) A written Warning Notice shall be emailed to the Associate or Consignor informing them of the contract cancellation.
 - 2) They will be given seven (7) days from the date of the Warning Notice to resolve the issue.
 - 3) If the issue is not resolved, a written Final Notice will be emailed stating that the contract is revoked immediately, and the Associate or Consignor must remove all artwork within seven (7) days from the date of the Final Notice.
 - 4) The Final Notice shall also state that if artwork is not removed from Artisans on fifth within thirty (30) days, it will become the property of Artisans on fifth.
 - 5) There will be no refund of fees already paid.
 - 6) In the case of a Consignor not selling any item in a 6-month period, Board approval is not required. An emailed notice shall be sent by the President to the Consignor with a copy to each Board member and the Consignor Coordinator.

11. Conduct of all Meetings of the Corporation and Conflicts of Law:

- a. All official meetings of the Corporation, including Board and committee meetings, shall be conducted pursuant to *Robert's Rules of Order - Simplified*.
- b. The Governance policies, established herein, are to be interpreted under Florida law and shall defer to the Articles of Incorporation and the Bylaws in that order in case of conflict.

ADOPTED January 5, 2011 by the Board of Directors.

CERTIFIED January 5, 2011 by /s/ Secretary

REVISED July 12, 2014 by the Board of Directors

CERTIFIED July 12, 2014 by /s/ Secretary

REVISED July 12, 2014 by the Board of Directors

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CERTIFIED July 12, 2014 by /s/ Secretary

REVISED October, 2016 by the Board of Directors

CERTIFIED October, 2016 by /s/ Secretary

REVISED June 20, 2017 by the Board of Directors

CERTIFIED June 20, 2017 by /s/ Steve Sailors, Secretary

REVISED November 15, 2017 by the Board of Directors

CERTIFIED November 15, 2017 by /s/ Steve Sailors, Secretary

REVISED March 17, 2018 by the Board of Directors

CERTIFIED March 17, 2018 by /s/ Steve Sailors, Secretary

REVISED January 25, 2019 by the Board of Directors

CERTIFIED January 25, 2019 by /s/ Anne Bulmer, Secretary

Note: Signature Demonstration Symbol /s/ indicates that the original document was signed by the Secretary.