



Inspired Artisan Market & Studio: Membership Agreement

This Agreement made this _____ day of _____, 2024 by and between _____ Inspired Art Experiences LLC _____ and _____ hereinafter INSPIRED and VENDOR located at 138 Moraine Avenue, Estes Park, CO 80517 will remain in effect until _____, 202.

VENDOR INFORMATION: Artist Membership Number: _____ Artist/Business Name: _____

Primary Phone: _____ Text: Yes No Email: _____

Mailing Address: _____

	Small Space	Large Space
Rent (No Work Requirement)	<input type="checkbox"/> \$620 per year (= \$52 per month) (\$310 now/\$310 6 months later) 10% Commission	<input type="checkbox"/> \$1800 per year (= \$150 per month) (\$900 now/ \$900 6 months later) 10% Commission
Artist Work Credit	<input type="checkbox"/> \$310 per year (\$155 now/\$155 6 months later) 1 in store Work Shift per month (or 12 Days per year) 10% Commission	<input type="checkbox"/> \$900 per year (\$450 now/\$450 6 months later) 2 Work Shift per month (or 24 Days per year) 10% Commission
Commission	\$150 Yearly On Boarding Fee <input type="checkbox"/> 40% Commission - No Work Days <input type="checkbox"/> 30% Commission - 1 Work Shift per month (12 Days per year) <input type="checkbox"/> 20% Commission - 2 Work Shift per month (24 Days per year)	\$300 Yearly On Boarding Fee <input type="checkbox"/> 40% Commission - No Work Days <input type="checkbox"/> 30% Commission - 1 Shift per month (12 Days per year) <input type="checkbox"/> 20% Commission - 2 Shift per month (24 Days per year)

MEMBERSHIP TERM & INCLUSIONS: This membership shall be directed in the selected arrangement from the option selected above which has been and agreed upon by both VENDOR and INSPIRED.

I've read and fully understand the terms and agreements laid out in this contract

VENDOR SIGNATURE: _____ DATE: _____

INSPIRED SIGNATURE: _____ DATE: _____

TITLE TO ASSETS

MEMBER has a good and marketable title to all the merchandise and its interest in the merchandise, whether personal, mixed, tangible, and intangible. All the merchandise is free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions or restrictions, except for those specifically disclosed by MEMBER to INSPIRED or prospective purchaser. Except as set forth in writing to INSPIRED or prospective purchasers no officer, director or employee of MEMBER, nor any spouse, child, or other relative or any other persons, owns, or has any interest, directly or indirectly, in any of the personal property for sale by MEMBER. INSPIRED agrees to execute sales of MEMBER'S items per pricing and instructions provided by MEMBER .

RESPONSIBILITIES OF INSPIRED

1. INSPIRED agrees to collect applicable sales tax on sales of VENDOR'S items and remit applicable taxes to the applicable taxing authority.
2. On the 5th of each month, INSPIRED agrees to provide VENDOR a complete accounting of items sold and remittance of monies collected for the previous period starting the 1st through the end of that month.
3. INSPIRED agrees to execute sales of VENDOR'S items per pricing and instructions provided by VENDOR after agreement that pricing is equitable for the cost points created by INSPIRED.
4. INSPIRED agrees to provide services to customers inquiries and subsequent sales of VENDOR'S saleable items.
5. After the sale of a VENDOR'S item in the store, if a customer would like to have it shipped, INSPIRED will manage the collection of shipping fees from the customer and will safely package the item(s) for shipment.
6. INSPIRED agrees to provide the appropriate, designated Market Shop Space to VENDOR for display of VENDOR'S saleable items.
7. INSPIRED agrees to provide basic maintenance of VENDOR'S Market Shop Space by vacuuming, sweeping, and cleaning regularly.
8. INSPIRED reserves the right to decline to sell certain items in the store that do not fit with the brand perceptions of the store.
9. INSPIRED agrees to replenish items sold, with additional inventory provided by VENDOR, as they are needed to maintain the appearance of an orderly, well stocked Market Shop.
10. INSPIRED reserves the right to adjust the position of the VENDOR occupied space for purposes of aesthetics, customer satisfaction, wheelchair access and inclusion of additional future members.
11. INSPIRED agrees to manage and maintain an online website for the store, that includes an online store where the VENDOR'S saleable items and customization options will be made available for online customers to purchase through the website. Professional quality photographs will be taken by INSPIRED of the available items in the store, or VENDORS may provide INSPIRED with digital images of their work and additional items available through Drop-Ship methods. Any sales that are completed on the store website will be subject to the same 10% commission of the item's sale price. INSPIRED agrees to collect applicable sales tax on sales of VENDOR'S items on the website, as well as collect applicable shipping costs. INSPIRED will prepare items for safe shipment to customers and will inform VENDORS of Drop-Ship orders placed.
12. INSPIRED will provide security measures to aid in the protection and safety of the VENDOR'S saleable work. Appropriate actions will be taken by INSPIRED to manage any damaged or attempted stolen items in the store noticed by employees or management. INSPIRED also agrees to maintain a \$200,000 Business Owner's Insurance Policy on the products in the store that will cover any damage done by natural phenomenon.
13. WORKING VENDOR: Inspired will admit VENDOR to the Sign-up Genius Group and allow them to schedule their working days as available on the Sign-Up Genius account and that work within the WORKING VENDOR's personal schedule.

_____ Initial if you have read and understand the responsibilities of INSPIRED

RESPONSIBILITIES OF VENDOR

1. VENDOR is responsible to maintain their own personal records for any Federal or State yearly income tax reporting and filing.
2. VENDOR agrees to provide, for display and sale, items that are appropriate with the theme of INSPIRED and are in accordance with local, state, and federal laws and regulations. INSPIRED reserves the right to reject any of VENDOR'S saleable items that INSPIRED deems inappropriate.
3. VENDOR agrees to establish an aesthetically pleasing Market Shop, that is appropriate with the theme of INSPIRED, and provides adequate accessibility to Market Shop merchandise. INSPIRED has the right to change Market Shop aesthetic if deemed inappropriate.
4. VENDOR agrees to maintain and replenish inventory in the Market Shop as needed and when informed by INSPIRED. VENDOR is mindful of customers' experience and respects peak hours. INSPIRED will provide early access to the store for Market Shop maintenance upon VENDOR'S request. Additional storage for inventory will be provided by INSPIRED. VENDOR will provide additional inventory, to be stored by INSPIRED. VENDOR will be contacted for additional inventory as needed by INSPIRED.
5. VENDOR agrees to provide INSPIRED with a comprehensive list of inventory with titles, sizes, descriptions, and prices.
6. VENDOR agrees to retain inventory in INSPIRED if you choose to do outside events where merchandise will be sold. During the outside event, VENDOR agrees to leave a well stocked Market Shop inside INSPIRED at the same time as the event. This insures customer satisfaction and supports VENDORS sales while retaining the integrity of INSPIRED.
7. VENDOR maintains that all items in INSPIRED are clean, relevant, and not broken in their Market Shop.
8. VENDOR agrees to be respectful of rented area measurements and only place items within their rented area.
9. VENDOR must provide a professional presence on at least one social media platform; such as Instagram, Facebook professional business page, website, blog, newsletter, etc.; as well as participation in advertising, sharing, and promoting with INSPIRED on applicable sites.
10. WORKING VENDORS: If VENDOR does not arrive for their pre-selected shift or give at least 48 hour notice of need for schedule change, a \$100 dollar fine will be charged to their account. This fine can be waived by INSPIRED if VENDOR is unable to work their shift due to illness, unexpected emergency, bad weather, or any other reason deemed appropriate by INSPIRED.

COLORADO RESIDENCY ASSERTION

As part of the brand of INSPIRED, they seek to work with exclusively Colorado based artists. By initializing this statement, the artist asserts that they are currently a resident of the State of Colorado for either full or part of the year. If their residency changes and they move out of the state, VENDOR understands that their time selling their work through INSPIRED will come to an end and this contract will terminate. INSPIRED will make good faith efforts to return VENDORS products and inventory to them in the following ways:

1. VENDOR will be able to remove their items within 30 days of the termination of this agreement, by either removing it themselves or making arrangements for items to be picked up by a proxy after informing INSPIRED of the proxy's identity and contact information.
2. INSPIRED will have the right to sell items for no more than a 30% markdown price to potentially increase sales, and after 30 days, INSPIRED will ship items to VENDOR address (if provided) with shipping charges deducted from any outstanding sale remittance owed to VENDOR. If there is not enough outstanding remittance to cover the cost of shipping, the remaining shipping costs will be billed to VENDOR and payment made within 30 days of billing.
3. If VENDOR cannot be reached and an accurate address for shipping items to VENDOR cannot be provided within 30 days of the termination of this contract, all inventory and products become the sole property of INSPIRED to do with as they see fit.

_____ Initial if you have read and understand the responsibilities of VENDOR & COLORADO RESIDENCY ASSERTION

RENTAL FEES & COMMISSIONS

INSPIRED shall be paid on a bi-yearly basis. The total yearly membership fee of _____ shall be split into two payments; the first payment to be made on the date of the signing of this contract, and the second half 6 months later. The Membership Fee allows VENDOR to occupy the # _____ Market Shop which is considered a _____ Space. INSPIRED shall retain a _____% commission of net sales (after taxes of _____%)

WORKING ARTIST CREDIT: If a WORKING ARTIST does not fulfill the amount of worked shifts as agreed to in this contract, WORKING VENDOR will be charged for the membership fees that were waived because of the agreed upon work shifts that acted as compensation, and Artist's items will be held and become the sole property of INSPIRED until the remittance of these charges to INSPIRED have been made. Work shifts will be selected by the WORKING ARTIST through the Sign-Up Genius account connected to the store. WORKING ARTIST is solely responsible for the fulfillment of the agreed upon work shifts and it is on WORKING ARTIST to schedule & complete their work agreement.

If the Membership fees are not received by the aforementioned dates, this will constitute a breach of Membership Agreement and any merchandise in VENDOR'S Market Shop becomes the sole property of INSPIRED until enough merchandise has been sold to cover outstanding debt. The remainder of the contract will be fulfilled by both INSPIRED and VENDOR.

LIABILITY

INSPIRED shall provide general property and liability insurance on its premises. VENDOR shall be liable for losses arising from theft or events outside the control of INSPIRED.

INDEMNITY

VENDOR agrees to indemnify and hold INSPIRED, its successors and assigns, harmless against and in respect of all losses, cost, expenses, liabilities, or damages resulting from an inaccurate representation or warranty made by VENDOR in this agreement or in any document delivered hereunder or from any breach by VENDOR of any of the warranties of statements or default in the performance by VENDOR of any of the warranties of statements or default in the performance by VENDOR of any of the covenants or agreements which INSPIRED has relied upon in entering into this agreement.

If any provision of this agreement should later be deemed to be invalid or unenforceable, the balance of this agreement shall remain in full force and effect. All local, state, and federal laws, expecting only its conflict of laws provisions, shall govern the validity, construction and performance of this agreement and shall be their exclusive jurisdiction of the State of Colorado.

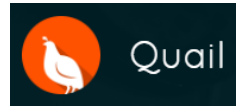
SENSITIVE PERSONAL INFORMATION: PLEASE FILL OUT COMPLETELY & ACCURATELY

1099-MISC REQUIRED FILING INFORMATION: This information will be used to file a 1099-Misc Tax form with the State of Colorado at the end of the Fiscal Year to report the total sales of each individual person or business who sells their work through Inspired Art Experiences, LLC. Any artist who has registered their business with the State of Colorado can give the Employer Identification Number (EIN) issued by the state in place of their personal Social Security Number. If any of the information listed below is subject to change, it is the responsibility of the artist to inform Inspired of any changes before December 31st of the current year.

Artist's Full Name (First, Last, Middle Initial)	
Artist Mailing Address	
Business Name (If Applicable)	

Social Security Number or EIN

Quail App Instructions and Login Information



Inspired Artisan Market & Studio now has a Quail Account that Members can use to review and track their sales in the store from their phone or computer. Quail is meant to act as a Point of Sale System for galleries and consignment stores that updates vendors when they have sold an item in the store and helps them to keep track of their earnings. It is also a great tool for filing taxes since it allows artists to print sales sheets for each month/year. Since Quail does not quite offer all of the necessary systems to run the Inspired Artisan Market solely through the Quail App, the store will still be using the original POS for running purchases and collecting sales from customers, but that day's sales will be in-putted into the Quail system at the end of each day so that artists can keep track of their sales. Below are instructions on how to find and set-up your Vendor Account and an Overview of the Apps capabilities.

Installing the Quail App:

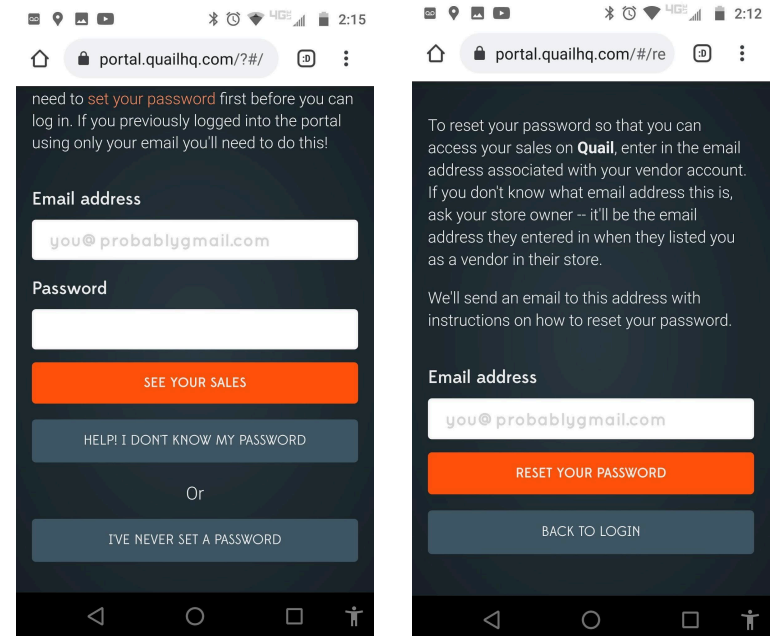
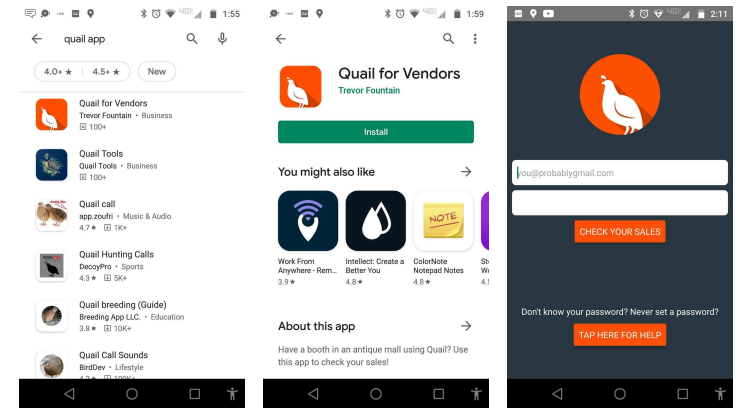
In either the Google Play or Apple Store, locate the Quail App

Once you have located the App, hit the 'install' button and agree to any pop up that may come up that will allow the app to download and run efficiently on your device. Once the installation is complete, open up the App for the first time. Below is a picture of what the main screen will display.

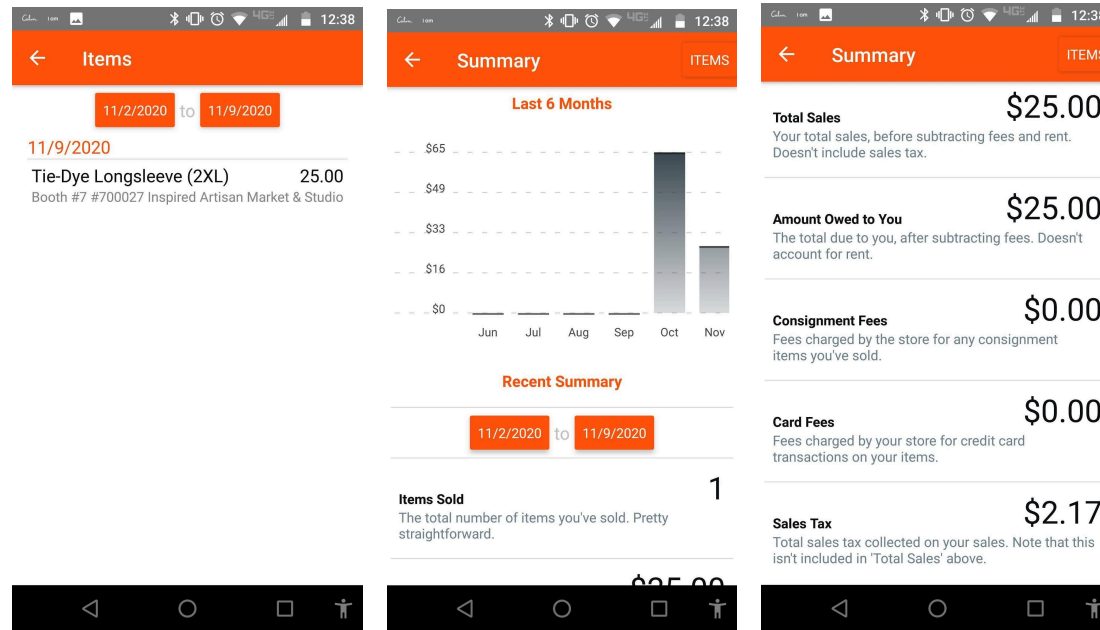
You will need to set-up your email and password before logging in to the App, so click on the 'Tap Here For Help' button at the bottom of the home screen and it will redirect you to a web page in your device's preferred search engine.

The web page that you will be redirected to is the first image on the right. You will need to click on 'I've Never Set A Password'. This will send you to the 'reset password' web page. There you will input the email address that is connected with your merchant account on file here at Inspired.

Once you have put in the email address, check your inbox for a reset password email from Quail. Follow the instructions provided by the email and save the password somewhere safe. Now you can go back to the original Quail App and login as normal.



In the App, it will show you month to month sales comparisons for the store, how much you have sold so far this week/month/year, how much to expect in your next sales check, what sales taxes have been collected on your behalf (Inspired still takes care of sending these to the state, but it is good for you to have the information for reference if you should ever need it) and the app will alert you when you have made a sale in the store as well. The app also allows you to know what items you have sold so that you can keep track of the popular items and see what items are trending. Below are pictures from the account I set up for my Live Love Dye, Co. here in the store.



If you don't have a smartphone, you can still check in on your sales online at app.quailhq.com. Click on 'Login As Vendor' and type in your email & password.