

COCO Art Gallery Prospectus

The COCO Art Galleries (website://www.cocoartgallery.com), are owned and operated by the Art Council of Southwest Florida (ACSWF). There are 2 locations:

8074 Mediterranean Dr, Lee County, Estero, Florida 33928

1758 Tamiami Trail N. Collier County, Naples, Florida 34102

The COCO Art Galleries are open to all artists residing in Collier, Lee, Glade, Henry or Charlotte counties who maintain a membership in one of the Art Council's affiliate organizations. While facilitating sales of artwork by the artist members of ACSWF's organizations, the Gallery extends the Council's goal of encouraging creativity in the visual arts through experience in artistic design, art marketing and curating.

ART GALLERY OPERATIONS

- **CURRENT MEMBERSHIP CARDS, OR VERIFICATION OF PAYMENT OF MEMBERSHIP, ARE REQUIRED AT RECEIVING**
- **COCO Art Galleries operate year-round.**
- **All sales are subject to Florida Sales Tax. The sales tax rate in Naples is (7%) and is collected on each sale. The sales tax rate in Lee County in which our Estero gallery is located is subject to 6 ½ % on each sale. Credit card transaction fees of 3% of the sale amount before sales tax is deducted from the artist's net payment for all charge card sales. Price artwork accordingly.**
- **Sales dollars are distributed as follows:**
 - Naples Gallery - 70% to the artist; 15% to Coastland Center as rent; 5% to the affiliated artist's organization; and 10% to the Art Council.**
 - Coconut Point - 70% to the Artist; 15 % to Simon Properties as rent; 5 % to the affiliated artist's organization; and 10 % to the Art Council.**
- **Participation at COCO Art Gallery is a privilege. Members not following gallery procedures as outlined in the prospectus can be asked to leave.**

Gallery Participation and Fees:

A gallery specific artist agreement must be signed for each gallery in which the artist would like to participate.

All monthly payments are payable prior to delivering work to receiving. Receiving fees may be paid via cash, check or credit card through the online payment system.

Any artists not current with their receiving fees will have their artwork removed.

Estero Gallery Agreement Options:

1.1. OPTION 1 – FULL-TIME:

The “Artist” commits to “Gallery” participation in accordance with participation terms listed below:

- Full-Time: 12 Months Per Year Beginning 1/1/2025 and ending on 12/31/2025.
- Full-Time Gallery fees in the total amount of **\$600.00** paid in 12 monthly installments of **\$50.00** per month or a lump sum payment of **\$600.00**.
- Monthly installments are due by **12:00 PM on the first Monday of each month**.
- Annual payments of are due by **12:00 PM, January 6, 2025**.
- Failure to make monthly receiving payments within 14 days of due date may result in a 15% penalty payment of payment due.
- Failure to make monthly receiving payments within 28 days of due date may result in the termination of COCO artist status.

1.2. OPTION 2 – PART-TIME:

The “Artist” commits to “Gallery” participation in accordance with participation terms listed below:

- Part-Time: **6 Consecutive Months**
- Part-Time Gallery fees in the total amount of **\$360.00** paid in six monthly installments of **\$60.00** per month or a lump sum payment of **\$360.00**.
- Monthly installments are due by **12:00 PM on the first Monday of each month**.
- Annual payments of are due by **12:00 PM on the First Receiving of the agreement period**.

2. Artist Responsibilities: In addition to the payment of receiving fees as stated above, the Artist is responsible for the following gallery requirements.

- Artist must work **1 (one)** gallery shift(s) per month.
- Gallery work shifts must be scheduled prior to noon on the date of Receiving.
- Adherence to Gallery Receiving Procedures
- Adherence to Gallery Prospectus.
- Participation in a ACSWF or Gallery committee once every two years.

Naples Gallery Agreement Options:

1.1. OPTION 1 – FULL-TIME:

The “Artist” commits to “Gallery” participation in accordance with participation terms listed below:

- Full-Time: 12 Months Per Year Beginning 1/1/2025 and ending on 12/31/2025.
- Full-Time Gallery fees in the total amount of **\$780.00** paid in 12 monthly installments of **\$65.00** per month or a lump sum payment of **\$780.00**.
- Monthly installments are due by **12:00 PM on the first Monday of each month**.
- Annual payments of are due by **12:00 PM, January 6, 2025**.
- Failure to make monthly receiving payments within 14 days of due date may result in a 15% penalty payment of payment due.
- Failure to make monthly receiving payments within 28 days of due date may result in the termination of COCO artist status.

1.2. OPTION 2 – PART-TIME:

The “Artist” commits to “Gallery” participation in accordance with participation terms listed below:

- Part-Time: **6 Consecutive Months**
- Part-Time Gallery fees in the total amount of **\$480.00** paid in six monthly installments of **\$80.00** per month or a lump sum payment of **\$480.00**.
- Monthly installments are due by **12:00 PM on the first Monday of each month**.
- Annual payments of are due by **12:00 PM on the First Receiving of the agreement period**.
- Failure to make monthly receiving payments within 14 days of due date may result in a 15% penalty payment of COCO artist status.
- Failure to make monthly receiving payments within 28 days of due date may result in the termination of COCO artist status.

2. Artist Responsibilities: In addition to the payment of receiving fees as stated above, the Artist is responsible for the following gallery requirements.

- Artist must work **2 (two)** gallery shift(s) per month.
- Gallery work shifts must be scheduled prior to noon on the date of Receiving.
- Adherence to Gallery Receiving Procedures
- Adherence to Gallery Prospectus.
- Participation in a ACSWF or Gallery committee once every two years.

ARTISTS' SUBMISSIONS

- All artists must have a signed waiver liability form and W-9 on file with the gallery.
- All artists must complete a COCO Gallery Artist Fee Agreement at their first receiving, and annually thereafter.

Artists are required to serve as gallery staff as follows:

- Artists displaying in the Estero gallery must serve as gallery staff a minimum of one day per month.
- Artists displaying in the Naples gallery must serve as gallery staff a minimum of two days a month.
- At a minimum, artists displaying in both galleries must serve as gallery staff in Estero one day a month and in Naples two days a month.
- No work will be accepted from any artist during receiving if they have not signed up for the minimum required days to staff the gallery prior to leaving their work in the gallery.

No artwork will be allowed into the gallery if it is advertised for sale elsewhere: i.e., Etsy, personal website, etc. The work must be available for purchase through the COCO Art Gallery. No artwork will be accepted that is under contract with another gallery. No individual or outside sales are allowed in the COCO Art Gallery.

The total number of items permitted each month is adjusted seasonally or as the need arises. The Gallery will notify artists of any adjustment PRIOR to each new receiving date. Every effort is made to display all juried items appropriately; however, the gallery reserves the right to limit items on the display floor due to space limitations.

Artwork submitted to the Art Gallery must be original artwork in traditional genres. AI artwork and digital paintings are not accepted in the gallery. All artwork to be hung must be original hand created paintings framed or on gallery-wrapped canvas, with all sides painted, wired and ready to hang. Photographs are the only medium for which prints will be allowed to hang on the gallery walls. NOTE: Giclée's may be submitted, unframed and matted, as "Bin Art" only.

Small works apply only to 2D artists. Due to the generous allowances made to 3D artists, no 3D artwork can be submitted as Small Works. Any artist who participates in the gallery in both the 2D and 3D category, may submit small works at receiving but the combined number of pieces submitted in both categories may not exceed the number of 3D pieces allowed.

- For 3-D artwork (including jewelry), no more than 40% of the piece may be composed of commercially produced items, unless significant alterations or artistic elements are incorporated in the finished design, as determined by the jury committee.
- A computer printed label (listing artist, name of artwork, medium, inventory number and price) must be placed both on the back of the 2D item and on the label for placement on the wall.
- In addition to the items listed above, any artist who produces her/his own cards may submit a total of twenty (20) packages for sale.

- Artwork that requires special wall mounting brackets in order to be hung CANNOT be accepted.
- All submissions will be juried into the gallery – NO EXCEPTIONS. The decisions of the jury are final.

RECEIVING PROCESS

- A condition of showing work in the Gallery is that the participating artist serves as gallery staff as outlined under the Artist Submission section of this document. During their gallery staffing shift artist must be able to interact with customers to explain the features of the gallery, assist with customer inquiries and complete sales transactions. Training on gallery operations is provided during each artist's first gallery shift. Artists who have NOT scheduled their required staffing day(s) as of receiving day will not be allowed to leave their work during receiving.
- It is the responsibility of the artist to schedule themselves for the day of staffing each month. If participating artists are unable to fulfill their gallery sitting requirements, they are responsible for finding a substitute replacement. They must update the staffing calendar to remove themselves from the calendar and their substitute is required to register for the date adding a comment to the registration identifying the artist they are substituting for in the gallery. Artists who fail to attend on their scheduled date -- without prior approval -- will have their artwork removed from display for that month.
- All artists must sign a "Waiver" and complete an "Inventory Form" and "W-9 Form," as part of the Receiving Process. These also will be available at the time of Receiving.
- Artworks that are not acceptable include, but are not limited to, the following: pre-assembled work, assembly-line or commercially reproduced images (i.e., mugs, cups, T-shirts, etc.), multiple reproductions of the same images other than notecards. Anything that is deemed offensive or inappropriate will not be accepted. All artwork juried in will be at the discretion of the Art Council's COCO Art Gallery and its jurors.
- All artworks MUST remain in the gallery until sold or rotated out during the scheduled monthly Receiving date. Any and all artwork displayed or hung in the gallery MUST be sold ONLY through the gallery.
- Any unsold artwork, after 60 days in the gallery, MUST BE REPLACED and/or rotated out. Artists must wait 60 days before returning the same artwork to the Art Gallery.
- Artists who sell their artwork may replace sold items immediately, for placement in the same location as the sold item. • Artists may rotate unsold artwork once a month on the first Monday of the month in the Estero gallery and the second Monday of the month in the Naples gallery, from 10:00AM to 12:00 PM ONLY, the same dates as Receiving.

CODE OF CONDUCT

The Art Council of Southwest Florida (ACSWF) is a safe and supporting community of artists. Harassment of any kind will not be tolerated and may result in immediate and permanent removal from our gallery spaces. This policy includes harassment in the gallery, at ACSWF events, or on ACSWF social media outlets. Artists are expected to support and encourage the work of others, regardless of experience level of the artist, medium they create in, or personal art preferences. While working in the gallery spaces, each artist is expected to support the work of all artists to customers. It is the responsibility for each artist to be familiar and in compliance with the Harassment Policy issued by ACSWF.

GENERAL POLICIES

The Art Council of Southwest Florida (ACSWF) reserves all rights of decisions regarding the COCO Art Gallery. These include changes in the days open, hours open, artwork acceptance, payment and the requirements for an artist's participation in the Gallery.

The Art Council of Southwest Florida (ACSWF) will not tolerate self-promotion of an artist's work when working their gallery shift. Each artist working in the gallery is responsible for promoting the work of all gallery artists. If a customer asks a gallery staffer about their work, they are encouraged to show the customer the work they produce. However, unless a customer specifically asks about their work, the gallery staffer is not to lead the customer over to their own work as a manner of self-promotion. Failure to comply with this policy may lead to termination of the artist.

E-MAIL POLICY

- Effective Aug. 4, 2013, the ACSWF's list of member artists, their addresses, phone numbers, email addresses, and group affiliations, are NOT to be used in any way, including but not limited to the following: Commercial purposes, personal events, political or lobbying messages, professional solicitations, advertisements, invitations or provided to a third party to use for any purpose. In addition, all emails given to ACSWF are for ACSWF use only. • Anyone violating this policy could be jeopardizing the 501(c)(3) nonprofit status of the ACSWF. Anyone violating this policy will be issued a warning after the first occurrence, and expulsion on a second occurrence from any and all ACSWF sponsored shows, events, and COCO Art Gallery participation.

W-9 FORM POLICY

- Many artists ask why the ACSWF needs to receive this form from them before any sales have actually been made. In maintaining our non-profit status, the IRS asks that we keep accurate records of our activities. Part of that record keeping involves who profits from the Gallery. In January of each New Year, anyone who has sold \$600 or more during the previous calendar year will be issued a 1099 Form that states the amount sold for each artist. In order for the 1099 Form to be issued on time, all artists must have a completed W-9 form on file with the ACSWF.

- The ACSWF and other galleries and places that offer artists' work for sale will ask them to fill in one of these forms annually. Your information is kept protected. The ACSWF Treasurer is the only person with access to it, and when it is no longer needed, it is shredded. Inventory sheets with addresses and emails are all shredded. The ACSWF tries extremely hard to protect your information.

POLICY FOR GALLERY RECEPTIONS

Gallery receptions are an opportunity to connect with potential buyers. To facilitate the receptions, each artist showing in the gallery is requested to bring a hand-held appetizer to the gallery reception or donate to the reception fund during receiving or at the gallery reception.

The COCO Art Gallery is available for exhibits by the Art Council member organizations. Interested organizations should contact the Gallery director for additional information.

GALLERY SPACE AVAILABILITY

Coconut Point Mall has made space available for the COCO Art Gallery (formerly, the Art Council Co-Op Gallery). Simon Properties, owner and operator of Coconut Point Mall, has been an active supporter of the Art Council's efforts to bring the arts to Coconut Point Mall and to people residing in and visiting southwest Florida. We appreciate the support and recognize that space in the Mall is not guaranteed. As a condition of our Coconut Point Mall lease, the gallery must be open 7 days a week during 'Season' . During of-season, our lease allows us to close on Mondays if we do not have sufficient staff to operate the gallery safely, We very much appreciate her assistance in securing this space.

REVISED ~~JULY 2024~~ DECEMBER 2024