

**Artists Screen Printing Cooperative  
(ASPCO)  
Information for Prospective Members**

What it means to be a “Member” of a Co-op.

A cooperative is a voluntary association of persons (Members) united to meet their common economic, social and cultural needs through jointly owned and democratically controlled enterprises (<http://www.ica.coop/al-ica/>).

What kind of a Co-op is ASPCO?

ASPCO is a Co-op created to provide members in the screen printing community an affordable way to create their artwork while maintaining control over the process, as well as a place to collaborate with others.

A Board of Directors will manage the Co-op. Co-ops are democratically controlled organizations, therefore the Board will be elected by the Members on a one member, one vote basis.

The Co-op will receive capital from members who pay annual membership dues, and use this capital to purchase the equipment for Member use. In addition to the initial annual membership dues, Members will pay a fee for either quarterly or annual use of the equipment. This payment will be called “usage fees.” These ongoing usage fees will support the Co-op and help it stay in existence by providing the capital for ongoing payments such as rent, utilities and supplies.

The amount of annual membership dues as well as the usage fees are set by the Board of Directors based on the annual budget and are subject to change. Any changes will not be made to adversely affect the rights of members who have already paid, and will only be prospective in nature. It is anticipated that the annual membership dues will remain constant, but the usage fees will be reduced in future years.

What type of Membership works best for you?

ASPCO offers two tiers of membership: Artist Members and Associate Members. Artist Members make up the highest tier, with the most rights and responsibilities, being made up of Members who use the Co-op facilities the most. Associate Members have fewer responsibilities and use the facilities less.

Artist Member: To be an Artist Member an applicant must pay membership dues (\$25) and commit to paying usage fees of \$60 per month for an entire year. The total cost of one year of usage, including the membership dues is \$745. An Artist Member must complete a 12 month subscription through PayPal in order to receive the Year Round Benefits of Artist Members.\* Upon payment of the first month installment of \$60, Artists will be granted the Year Round Benefits of Artist Members.

Associate Member: To be an Associate Member an applicant must pay membership dues (\$25) and commit to a minimum of one quarter (3 months) of usage fees.

Quarters\* will be:

- First Quarter: January 1 – March 31
- Second Quarter: April 1 – June 30
- Third Quarter: July 1 – September 30
- Fourth Quarter: October 1 – December 31

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\* Artist Member Year Round Benefits are described on Page 3 in the Membership Options Table

\* The Board may elect to offer alternative quarterly usage options for special circumstances.

If a **new** Associate Member wants to join the Co-op in the middle of a quarter, the Associate Member may join and pay pro-rated usage fees for the remainder of the on-going quarter **only if** the new Associate Member also commits to patronage and payment of usage fees for the next quarter. **Existing** Members of the Co-op may also receive pro-rated quarterly usage fees, but they must also commit to usage fees for the entire next full quarter, or they must wait until the following quarter to resume patronage.

Quarterly usage fees are \$225 per three (3) months. Associate members must complete a 3 month subscription through PayPal in order to receive the Year Round Benefits of Associate Members.\* Upon payment of the first month installment of \$75, Associate Members using this payment arrangement will be considered “paid in full.” Upon payment in full, the “Benefits During Months of Patronage”\*\* will begin.

Although Associate Members may elect to only pay usage fees and use the facilities during certain quarters, Associate Members are still expected to participate in the Co-op and embrace the Co-op ideals.

Suspension for Non-payment In the event any of the remaining authorized automatic drafts are not successful in any way, for any reason including but not limited to credit card overdraft, or closure of account, Member Benefits will be suspended until payments past due are paid in full. Even if an Associate or Artist Member only wishes to patronize the facilities for one month of use, payment must be made for entire quarter or year (as applicable to committed level of membership), and the Member will be liable to Co-op for remainder of usage fees due, and any and all costs associated with the Co-op seeking payment in full. Members will not be allowed to make up time lost during suspension for non-payment.

Membership Card. All Members will receive a membership card upon paying their initial membership dues. This membership card entitles them to participate in the Co-op as a Member, under the “one member, one vote” philosophy of Co-ops.

**Membership Options Table**

<b>Artist Members</b>	<b>Associate Members</b>
<u>Year Round Benefits:</u> <ul style="list-style-type: none"> <li>- 24 hour access to facilities and equipment</li> <li>- Priority access to on-line reservations</li> <li>- Unlimited 6 hour work blocks in the studio*</li> <li>- Onsite supply and screen storage based on availability</li> <li>- Bulk supply ordering</li> <li>- Discounts on studio workshops</li> <li>- Opportunity to sell products at ASPCO studio events</li> <li>- Collaboration with other artists</li> <li>- Option to hold solo show at the ASPCO location**</li> </ul>	<u>Year Round Benefits:</u> <ul style="list-style-type: none"> <li>- Bulk supply ordering</li> <li>- Discounts on studio workshops</li> <li>- Opportunity to sell products at ASPCO studio events</li> <li>- Collaboration with other artists</li> </ul> <u>Benefits During Months of Patronage***</u> <ul style="list-style-type: none"> <li>- 24 hour access to studio and machines, usage based on availability (on-line calendar to check for availability)</li> <li>- Supply storage rentals based on availability</li> </ul>
<u>Requirements of Membership:</u> <ul style="list-style-type: none"> <li>- Attend one-time orientation session (price included in membership dues) or prove an acceptable level of competence and experience to the Board.</li> </ul>	<u>Requirements of Membership:</u> <ul style="list-style-type: none"> <li>- Attend one-time orientation session (price included with membership dues)</li> <li>- Attend quarterly meeting / information session / clean up day****</li> </ul>

\* Artist Member Year Round Benefits are described on Page 3 in the Membership Options Table

\*\* See the Benefits During Months of Patronage on Page 3 in the Membership Options Table under Associate Members

<ul style="list-style-type: none"> <li>- Volunteer at least 24 hours annually</li> <li>- Attend quarterly meeting / information session / clean-up day****</li> <li>- Serve on one committee</li> </ul>	
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\* Sessions may have to be limited in the event Members abuse the unlimited availability policy or membership grows to a point where availability becomes an issue.

\*\* Expenses for solo show would all be the responsibility of the Artist Member and each Artist Member may only hold two solo shows per year to ensure facilities are available for other Members to use.

\*\*\* “Months of Patronage” refers to the months in which Associate Members pay the usage fee in order to have access to the Co-op facilities, equipment and supplies.

\*\*\*\* Due to scheduling conflicts it may not be possible for all Members to meet this requirement of membership. The Board of Directors may offer an alternative to this requirement that is comparable in nature.

How do I sign up?

If you are interested in becoming a Member of ASPCO, please review the ASPCO website ([www.aspc.org](http://www.aspc.org)), the ASPCO Bylaws (which can be found on the website), the ASPCO Membership Agreement and ASPCO Facility & Equipment Policies. Then decide which level of Membership is best for you and submit the ASPCO Membership Application Form and the ASPCO Membership Agreement.

**ASPCO MEMBERSHIP APPLICATION FORM**

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

I am interested in the following Membership Level:

\_\_\_\_\_ **Artist Member** (\$745 Total: \$25 Membership Dues + \$60/month for 12 months)

\_\_\_\_\_ **Associate Member** (\$250 Total: \$25 Membership Dues and \$75/month for 3 months)

Please Initial all of the following:

- I have read and understand the ASPCO Information for Prospective Members \_\_\_\_\_
- I have read and agree to the ASPCO facilities policies \_\_\_\_\_
- I have read and agree to the ASPCO Bylaws \_\_\_\_\_
- I have read, signed and attached a copy of the ASPCO Membership Agreement \_\_\_\_\_

**Method of Payment of Membership Dues and Usage Fees: ARTIST MEMBER**

**Method of Payment:** \_\_\_\_\_ PayPal \_\_\_\_\_ Personal Check

\_\_\_\_\_ Pay entire amount (\$745 for Membership Dues and Annual Usage Fees) in full

\_\_\_\_\_ Pay Membership Dues (\$25) and pay Usage Fees in monthly installments of \$60 using PayPal automatic draft subscription.

**Method of Payment of Membership Dues and Usage Fees: ASSOCIATE MEMBER**

My 3 months of access to the facilities and equipment will begin on:

January 1      April 1      July 1      October 1 (please circle one)

**Method of Payment:** \_\_\_\_\_ PayPal \_\_\_\_\_ Personal Check

\_\_\_\_\_ Pay Membership Dues (\$25) now, and 3 months of Usage Fees now (\$225) for a total of \$250

\_\_\_\_\_ Pay Membership Dues (\$25) now, and draft \$75 per month for the next 3 months for Usage Fees using PayPal automatic draft subscription.

**New Members Joining Mid-Quarter (in addition to the above membership dues and usage fees):**

\_\_\_\_\_ Payment for the remainder of the current quarter will be paid: \_\_\_\_\_

\_\_\_\_\_ (time/ method / conditions of payment)

## **ASPCO Membership Agreement**

This Agreement is made by and between Artists Screen Printing Cooperative (“ASPCO”), a Texas not-for-profit cooperative association (“Co-op”) and the individual or company (“Member”) as designated on the Membership Application appended hereto.

Whereas the purpose of the Co-op is to provide a physical space and equipment for the benefit of the members, to promote an artistic community and allow for artist control and autonomy in the screen printing process.

The purpose of this Agreement is to establish the basic terms of membership in the Co-op and to offer Co-op membership to Co-op Members on such terms.

The Co-op agrees as follows:

1. To provide Member with a clean facility with the equipment (though Members are responsible for own supplies) necessary for creating artistic works through screen printing, available on a first come, first serve basis.
2. That any artwork created by the Member while in Co-op facilities using Co-op equipment remains the sole property of the Member. Co-op has no rights in any Member creations.
3. To provide 30 day written notice to all Members in the event of a change in Member terms or policies or in the event there will be an event that will inhibit Member use of facilities and equipment.

The Co-op offers two levels of Membership: Artist Member or Associate Member (referred to collectively herein as “Member” or “Members”). The differences in Membership are explained in the ASPCO document “Information for Prospective Members.”

Member agrees as follows:

1. Membership Dues. To pay Membership Dues as set by the Board of Directors. Membership Dues must be paid each calendar year on the anniversary of membership.
2. Usage Fees. To pay Usage Fees as set by the Board of Directors commensurate with Member’s agreed level of membership, and as indicated on the Membership Application appended hereto.
3. Paid in Full. Use of the equipment and facilities will not be permitted until the appropriate Usage Fee, depending on membership level, has been paid in full.
4. Members Own Risk. The Co-op will offer equipment and facilities to Members based on availability. However, it is Member’s responsibility to learn the proper use of equipment and facilities. Member recognizes that equipment and supplies in the space are to be used at Member’s own risk. Member will make every attempt to leave equipment and supplies set up in a safe manner for other’s use. It is Member’s responsibility to determine whether Member will be able to use the equipment and supplies safely, and without causing harm

to self, the equipment, supplies or facility. Member shall hold the Co-op harmless from any loss, theft, cost, claim, injury, damage or liability incurred as a result of use of the Co-op facilities and equipment.

5. Member's Liability for Damage. In the event of damage to the equipment, supplies, or ASPCO facility during the course of Member's actual use of the equipment, supplies, or facility, it will be up to the Board of Directors to determine whether damage was normal wear and tear or damage that the Member is responsible for. In determining responsibility for damage, the Board will judge whether the damage was caused intentionally, by recklessness or neglect. In the event the Board of Directors determines that the damage was not caused by normal wear and tear, but rather was caused intentionally, or through recklessness or neglect by the Member, it will be Member's sole financial responsibility to replace or repair the equipment, supplies, or facility back to the state it was in prior to the damage, and the Board, at its discretion, may suspend Member's access to the facilities and take Usage Fees, which will be considered forfeited, to put toward payment for repairs. In the event the cost of damage is in excess of the forfeited usage fees, Member is personally liable to co-op for the remainder, as well as any fees incurred by the Co-op required to recoup payment for damage.

**Member agrees to Member's Liability for Damage: (initial) \_\_\_\_\_**

6. Member Involvement. Member will provide time and expertise to the extent possible, to the Co-op to assist in meeting the goals of the Co-op.
7. Co-op Usage. Member understands that the Co-op is created for the benefit of all Members and will respect other Members by keeping occupation of Co-op facilities within scheduled times.
8. Respect for Space. Member acknowledges that Member-to-Member networking is encouraged but that it should not intrude on other's use of the Co-op space.
9. Notice by Email. All notices and documents pertaining to the Co-op may be delivered to Member solely by email, and receipt of such materials by email shall be considered receipt for all business and legal purposes. Members waive any requirements for delivery of any documents or notices from the Co-op other than by email.
10. Co-op Reputation. Member agrees that, during the term of this Agreement, until terminated as provided herein, the Parties shall endeavor to protect and further the reputation of the Co-op.
11. Board of Directors. The management and control of the Co-op, but not the business or affairs of any individual or group Co-op Member, shall rest exclusively with the Board of Directors. Members, other than the Board of Directors, shall not have the right, power or authority, to act for, execute, any document or instrument on behalf of, or otherwise bind the Co-op in any manner.

12. Representation. Members, other than the Board of Directors, shall not represent that they are employees of the Co-op and shall have no authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the Co-op or create any liability or obligation whatsoever on behalf of the Co-op.
13. Rules, Policies, Regulations & Schedules. Member agrees to abide by any rules, policies, regulations and schedules of the Co-op, which may be posted at the Co-op or electronically. If at any time a member fails to observe the rules, policies, regulations or schedule of the Co-op that will be grounds for the Board to carry out expulsion proceedings.
14. Expulsion. Breach of any clause in this Agreement, whether or not so stated in the individual clause itself, or behaving in a manner contrary to the best interest of the Co-op or the Co-op's Members will be grounds for the Board to carry out expulsion proceedings as provided for in the Bylaws Article 7, Section 8 and the Texas Business Organizations Code Section 251.152. In addition, the Co-op may suspend Member access to facilities immediately pending a meeting for expulsion at any time that the Member engages in behavior that is criminal (including copyright or trademark infringement), unsafe or objectionable to other members, or for reasons of nuisance, disturbance to other Members, moral turpitude or fraud.
15. Term. This Agreement shall take effect upon acceptance of membership, and shall remain in full force and effect until terminated. All memberships are good for one (1) year, and may be renewed at the end of that year.
16. Membership Dues and Usage Fees. Private access to the Co-op facilities will only be permissible when all dues and fees are paid in full. When Members have paid membership dues but not usage fees, they will still retain the right to vote, and to participate in Co-op events. Members may choose to pay for usage of the facilities for 3 months or 12 months at a time, and a Member may pay fees in installments, however the full 3 months or the full 12 months must be paid in full prior to private use and access to the facilities.

Artist Members may pay in installments of \$60 per month using the PayPal automatic draft subscription. Upon payment of the first month installment of \$60, Artists will be considered "paid in full." If a Member defaults on payment in subsequent months, the Artist Membership will be suspended until past due installments are paid.

Associate Members pay in installments of \$75 per month for 3 months using the PayPal automatic draft subscription. This payment arrangement will be considered "paid in full." If a transaction is rejected or returned for any reason, Members status will immediately be changed to "unpaid" and benefits during months of patronage will be suspended until the remaining balance is paid.

17. Termination and Refunds. In the event a member terminates membership with the Co-op voluntarily or not, with or without reason, only the membership dues will be refundable, minus any debt to the Co-op. Any money paid into the Co-op as usage fees are not refundable even if the termination of membership is prior to the end of the months of

patronage paid for. To cancel membership before the completion of the term of the membership, the member must follow the procedure set out in the Bylaws Article 6, Section 8.

18. Limited Memberships. Memberships may be limited so that members may have reasonable access to Co-op facilities.
19. Requirements of Membership and Orientation. Requirements of Membership are mandatory and necessary. All Members are owners of the Co-op and equally responsible for sustaining it. In the event there is an unavoidable conflict and a Member cannot fulfill a Requirement of Membership (as defined in the ASPCO Information for Prospective Members) the Member must give notice of the inability to fulfill the Requirement of Membership **in advance** by contacting a designated Board Member. The Board will offer an alternative Membership Requirement that the Board deems equal to the Membership Requirement that Member cannot fulfill. Member may either perform the alternative Membership Requirement or pay a fee set by the Board based upon what the Board determines to be fair in light of the unfulfilled Membership Requirement. Failure to notify the Board in advance, perform alternative Requirement of Membership or pay the fee can all result in expulsion from the Co-op. Members are required to participate in a free initial orientation to ensure proper and safe use of all equipment **before** they are permitted independent access to the facilities and equipment.

**Member agrees to Requirements of Membership.** \_\_\_\_\_

20. Loss of Property. Storage will be offered to Members based on availability. Members without storage are urged to not bring valuables onto Co-op premises and to keep valuables with them at all times. Members with storage are urged to buy individual locks for storage spaces. The Co-op shall not be liable for the disappearance, loss, theft or damage to personal property, including money or supplies left in the work station, or in the storage area.
21. Proof of Membership. Members must carry their membership cards with them any time that they use the facilities. Lost membership cards will be replaced for a fee of \$5, which may be adjusted from time to time. The card **must** be replaced if lost. Members are required to notify the Co-op immediately of the loss of their card, and the card must be replaced. Membership privileges are limited to the person in whose name the membership is issued. Improper use of the membership can result in expulsion pursuant to the Bylaws Article 7, Section 8.
22. Change in Facilities, Equipment or Operating Hours. As a result of repair, maintenance, or special occasions, the co-op may be required to restrict the use of certain equipment, or temporarily close the facility from time to time. There will be no reduction, suspension, abatement, reduction or apportionment of Membership Due or Usage Fees when the above-mentioned occurs, unless approved by the Board of Directors and granted equally to all members.

23. Special Events. The co-op may from time to time reserve the use of its facilities for special events, classes, fundraisers and private functions.
24. Non-Discrimination. Members will not discriminate against any person because of sex, race, creed, age, sexual orientation, color, national origin or ancestry in any activities of the Co-op. The minimum age of membership is 18, unless parental permission and Co-op consent is given by the Board of Directors.
25. Change in Rules, Regulations and Policies. The Board of Directors has the right to change the rules and regulations or policies at any time.
26. Transferability and Assignment. This Agreement may not be assigned or transferred to another party nor its duties neglected by either party to this Agreement.
27. Severability. In the event that any provision of the Agreement is determined to be invalid or unenforceable, the validity and enforceability of the remaining provisions in the Agreement shall not be affected.
28. Governing Law. This Agreement, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the principles of conflict of laws thereof.
29. Jurisdiction and Venue. This Agreement and any litigation between the parties shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, and the parties submit to the jurisdiction of, and exclusive venue shall be in the Courts of Travis County, Texas. The parties hereto waive any challenge to personal jurisdiction or venue (including, without limitation, a challenge based on inconvenience) in Travis County, Texas.
30. Mediation. Member and ASPCO agree that any and all disputes arising from the Agreement will first be handled by mediation administered by a mediator to be mutually agreed upon by ASPCO and Member, before resorting to arbitration, litigation, or some other dispute resolution technique.

In the event the parties are unable to agree on a mediator, mediation services shall be provided by \_\_\_\_\_

At the outset of any dispute, ASPCO and Member shall write down the issue that needs resolution and moving forward disputes shall be limited to the initial complaint written down, and neither party may add on additional grievances.

**Member agrees to Mediation \_\_\_\_\_ (initial).**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**Agreed to by Member: \_\_\_\_\_**

**Print Name: \_\_\_\_\_**

## Facilities & Equipment Policies

Use. Members shall not use equipment that they are not familiar with. Members shall only operate equipment that they have a competence with.

Reporting. In the event of damage or failure of equipment, whether caused by regular wear and tear, negligence, recklessness or intent, Member will report any malfunctioning, break, change, or general problem with the equipment immediately.

Security. Member will lock the facility during the time Member is in the facility and using the facility. Member will lock the facility when leaving.

Utilities. In an effort to minimize costs and conserve electricity, Member will:

- Only activate electrical equipment when it is needed for use (i.e. drying ovens, computer, overhead lights, etc.)
- Be conservative with water in the washout booth and will ensure the faucet is completely shut off after use
- Turn off ALL electrical equipment, lights, and water valves, and will set the thermostat to 80° F in the summer and 68° F in the winter (even if others are scheduled to use the studio later in the same day)

Right to Create. Member shall only use the ASPCO equipment and facilities to create original artwork. Member shall not use the equipment or facilities to create any product that Member does not own the right to create. Member artwork may not be illegal, defamatory, threatening, or infringing of intellectual property rights, invasive of privacy or otherwise injurious or objectionable. ASPCO does not monitor or review Member artwork, but ASPCO has the right (though not the obligation) to report, without notice, any violation of these Terms, and such a violation is grounds for termination of membership through expulsion proceedings.

Cleanliness. Member shall not leave garbage in the facility outside of a waste receptacle. Member shall clean up all supplies, and take any personal belongings with them when they leave, or store them on-site if available. If a waste receptacle inside of the facility is full, Member will empty garbage into outside waste receptacle, **even if** Member is not responsible for the garbage in the waste receptacle. Repeated violation of the Facilities Cleanliness policy is grounds for termination of membership through expulsion proceedings.

Property Rights. Members' work product should not be left behind, but in the event a Member finds work product in the facility that is not his or her own, Member will notify a Board Member, who will claim the work product and alert Members that a work product was found. Members will have the opportunity to claim their work product, but Co-op is not responsible for any work product left behind in the facility. No Member will appropriate the work product of another Member as his or her own.

Pets. Pets are not permitted in the Co-op facilities.

Guests. Guests of members of the Co-op are not permitted in the Co-op facilities unless it is an event approved by the Board of Directors in advance.

Smoking. Smoking is prohibited at all times in Co-op facilities.

Drugs. **The possession or use of illegal substances is prohibited on Co-op property at all times.** Members found in violation of the Facilities and Equipment Drug Policy are subject to immediate expulsion.

Alcohol. **Alcohol is prohibited at all times in Co-op facilities,** except at sanctioned ASPCO events with prior Board approval. Members found in violation of the Facilities and Equipment Alcohol policy are subject to immediate expulsion.

Theft. Theft by a co-op member is grounds for immediate expulsion. Members have a duty to report any suspicious behavior or witnessed theft activity. Any criminal acts will be reported to the proper authorities and prosecuted to the fullest extent of the law.

Protection of Access to Co-op. Members will not disclose the entry code that is used for entry into the Facilities to any non-active Members or non-Members. If keys are distributed to co-op members, members will not duplicate or share keys with any non-active Members or non-Members. A non-active Member is a Member that has paid Membership dues but has not paid Usage Fees for the present quarter.