

Restated Bylaws of The Bainbridge Island Studio Tour

Updated: May 27, 2020

Statement of Purpose

The Bainbridge Island Studio Tour provides annual events (venues) for local artists and craftspeople to offer for sale high-quality, hand-crafted arts and crafts. In select Island studios and community halls distributed throughout the Island geography, the public has the opportunity to meet the artists who create unique works of arts that are available for purchase. This situation also offers the public the opportunity to support local artists in a manner that sustains the artistic efforts presented during these Island events.

Note: “Island” refers to Bainbridge Island unless otherwise noted throughout this document.

ARTICLE 1. OFFICES	4
ARTICLE 2. MEMBERSHIP	4
2.1 Classes of Members	4
2.1.2 Board Members	4
2.1.3 General Members	4
2.2 Annual Membership Meeting	5
2.3 Special Meetings	5
2.4 Place of Meetings	5
2.5 Notice of Meetings	5
2.6 Termination of Membership	5
2.6.1 Payment Extension	5
ARTICLE 3. BOARD OF DIRECTORS	6
3.1 General Powers	6
3.2 Number	6
3.3 Qualifications	6
3.4 Election of Directors	6
3.4.1 Initial Directors	6
3.4.2 Successor Directors	6
3.5 Election and Term of Office	7
3.5.1 Assigning Officers	7
3.5.2 Notification of Nominees.....	7
3.5.3 Absentee Voting	7
3.6 Annual Meeting	7
3.7 Regular Meetings	7
3.8 Special Meetings	7
3.9 Meetings by Telephone.....	7
3.10 Place of Meetings	8
3.11 Notice of Special Meetings.....	8
3.12 Waiver of Notice	8
3.12.1 In Writing	8
3.12.2 By Attendance	8
3.13 Proxies	8
3.14 Action by Board Members without a Meeting	8
3.15 Quorum	8
3.16 Resignation	9
3.16.1 Major Actions	9
3.17 Presumption of Assent	9
3.18 Resignation	9
3.19 Removal	9
3.20 Vacancies	9
3.21 Board Committees	10
3.22 Member Dues	10
3.23 Compensation	10
3.24 Registration Fees for Board Members	10

3.25	Advisory Board	10
ARTICLE 4. OFFICERS		
4.1	Number and Qualifications	10
4.2	Resignation	11
4.3	Removal	11
4.4	Vacancies	11
4.5	Manager	11
4.5.1	Annual Performance Review of Manager	12
4.5.2	Manager Contract Term	12
4.5.3	Manager Hiring Procedure	12
4.6	President	13
4.7	Vice President	13
4.8	Secretary	13
4.9	Treasurer	14
ARTICLE 5. ADMINISTRATIVE AND FINANCIAL PROVISIONS		
5.1	Contracts	14
5.2	Loans	14
5.3	Loans or Extensions of Credit to Officers & Directors	14
5.4	Checks, Drafts, Etc.	14
5.5	Deposits	15
5.6	Books and Records	15
5.7	Corporate Seal	15
5.8	Accounting Year	15
5.9	Rules of Procedure	15
ARTICLE 6. AMENDMENTS		
STANDING RULES		
I.	General Overview, Fees	16
II.	Qualifications for Participation in the Studio Tours	18
III.	Participating Artists	19
IV.	The Jury Process	20
V.	Limiting Mediums	20
VI.	Studio Owners and Coordinators	21
VII.	Studio Participation	21
VIII.	Non-Island Founding Artists	21

**RESTATED BYLAWS
OF
THE BAINBRIDGE ISLAND STUDIO TOUR**

ARTICLE 1. OFFICES

The principal office of the corporation shall be located at its principal place of business or such other place as the Board of Directors ("Board") may designate. Typically, this will be the home of the current Manager. The corporation may have such other offices, either within or without the State of Washington, as the Board may designate or as the business of the corporation may require from time to time.

ARTICLE 2. MEMBERSHIP

2.1 Classes of Members. The corporation shall have two classes of members: Board, and General. Additional classes of members, the manner of election or appointment of each class of members and the qualifications and rights of each class of members may be established by amendment to these Bylaws.

2.1.2 Board Members. Directors and the Manager shall constitute Board Members at all meetings. Board Members shall pay reduced fees in accordance with the attached "Standing Rules." Board Members may have such other qualifications as the Board may prescribe by amendment to these Bylaws. Each Board Member shall be entitled to one vote upon the subject matter of each issue submitted to the Board Members. Unless otherwise provided, all references in these Bylaws to actions or votes to be taken by members shall be deemed to refer to Board Members.

2.1.3 General Members. Any person desiring to become a Studio Tour General Member shall complete a current application form, pay the associated fee(s), and comply with all jury requirements (see Standing Rules). They will become a General Member beginning on the applicable Tour's registration deadline for that calendar year terminating with the subsequent year's Summer Tour registration deadline. Artists who are due to jury, will become a General member beginning on the day when the jury notices are distributed, terminating with the subsequent year's Summer Tour registration deadline, unless they are rejected by the jury, in which case they will not become a General Member. The Board reserves the right to deny membership to any applicant based on past participation, inappropriate behavior, available space, and similar factors. In such a case, a consensus of Directors must be reached. A General Member is entitled to sell their juried artwork at any of the Studio Tour events during that calendar year, provided they complete the required paperwork, pay the associated fee(s), and comply with any other requirements of participation.

2.2 Annual Membership Meeting. The annual meeting of the Board Members and General Members shall be held near the end of January each year on a date chosen by the Board for the purpose of electing Directors and transacting such other business as may properly come before the meeting.

2.3 Special Meetings. The President or Vice President, or not less than half of the Board Members may call special meetings of the Board Members for any purpose. Not less than half of the General Members can request that the President or Vice President call a special meeting of the General Members for any purpose.

2.4 Place of Meetings. All meetings of members shall be held at the principal office of the corporation or at such other place within or without the State of Washington designated by the President or Vice President, or by the Board Members.

2.5 Notice of Meetings. The Manager shall cause to be delivered to each member entitled to notice of or to vote at the meeting, either personally or by e-mail, not less than ten days before the meeting, written notice stating the place, date and time of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. At any time, upon the written request of not less than half of the Board Members, it shall be the duty of the Manager to give notice of a special meeting to be held at such date, time and place as the President or Vice President may fix, not less than ten days after receipt of such written request. If such notice is mailed, it shall be deemed delivered when deposited in official government mail properly addressed to the member at his or her address as it appears on the records of the corporation with postage thereon prepaid. Any written documents that are to be reviewed and voted on by the General Membership will be made available at least 48 hours prior to the meeting time.

2.6 Termination of Membership. Membership of General Members will terminate automatically if the membership dues are not paid in accordance with the adopted schedule. The membership of a General Member may be terminated by the affirmative vote of at least three Board Members.

2.6.1 Payment Extension. Emergency extensions may be granted to General Members for payment of registration fees on a case by case basis. The member should submit a good faith statement to the Manager in writing prior to the related deadline. If approved by a minimum of two Board Members, the member needs to submit a completed application form, submit applicable photos and bio information, pay a minimum of 25% of the registration fee, and pay any other applicable fees in full (i.e. jury fee), within ten days of notification or ten days after the related deadline, whichever comes first. See also, "Refunds." This provision does not guarantee the granting of any such request, and is not meant to be a recurring event.

ARTICLE 3. BOARD OF DIRECTORS

3.1 General Powers. The affairs of the corporation shall be managed by a Board of Directors and, subject to the provisions of this Section 3.1, the Board shall make and implement all decisions concerning the affairs of the corporation. General members shall have the authority to dispute decisions made by the Board and may exercise such authority by calling a special meeting of members in accordance with the provisions of Section 2.3. This Section 3.1 may not be amended by the Board in any manner which decreases the authority of members or increases the number of votes required to adopt a resolution.

3.2 Number. The Board shall consist of the Manager and not less than four nor more than six Directors, the specific number to be set by resolution of the Board. For a four member Board, it shall consist of at least one artist who is an island resident, and one participating studio owner who is an island resident, unless no such person agrees to the nomination. For a five or six member Board, it shall consist of the same as a four member Board, plus one more island artist or island studio owner, if possible. The number of Directors may be changed from time to time by amendment to these Bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent Director.

3.3 Qualifications. Directors shall be Board Members of the corporation. Only artists active in the Tour in the past two years, and currently fulfilling all qualifications will be considered. Directors shall attend regularly scheduled Board meetings, as well as committee and other special meetings as they arise throughout their term of office. Directors are expected to be familiar with the Studio Tour rules and Bylaws. Directors shall draw on the expertise of the Studio Tour General Members and other community resources in order to protect and promote activities of the Studio Tour. Directors may have such other qualifications as the Board may prescribe by amendment to these Bylaws.

3.4 Election of Directors

3.4.1 Initial Directors. The initial Directors named in the Articles of Incorporation shall serve until the first annual meeting of members.

3.4.2 Successor Directors. Successor Directors shall be elected every two years by vote of the General Members at the annual membership meeting. The terms of the successor Directors will be staggered so that half of the Board continues in office to complete the second year of their term. The election of Directors may also be conducted by mail in such manner as the Board determines. If the election is conducted by mail, at least fifty percent of the members must return ballots for the election to be valid. The “exiting” Board members should seek suitable replacements and nominate them prior to the annual meeting. In addition, names may be placed in nomination for the Board by self-nomination in the artist’s

questionnaire following the Winter Tour, which must be submitted in writing to the Manager within seven days after the Winter Tour.

3.5 Election and Term of Office. Unless a Director dies, resigns or is removed, he or she shall hold office for a two-year term or until his or her successor is elected, whichever is later. He/she may self-nominate for a second term, provided that there are no suitable nominations on the floor, for a maximum of two successive terms. The Manager is an exception, and will always be considered a Director.

3.5.1 Assigning Officers. Board members continuing for the second year of their term should elect to maintain their current position or choose a new position, with affirmative vote of a majority of Board Members, not less than fourteen days prior to the upcoming Annual Meeting.

3.5.2 Notification of Nominees. Fourteen days prior to the upcoming Annual Meeting, the Manager will notify all General Members of the list of nominees for the open Board positions, along with the titles and brief duties of the open positions.

3.5.3 Absentee Voting. General members who cannot attend the Annual Meeting, may vote in writing, provided that their vote is received no later than 48 hours prior to the Annual Meeting. Votes must be submitted to the Board Secretary, and must be signed and dated. E-mail votes are not acceptable.

3.6 Annual Meeting. The annual meeting of the Board shall be held within one month following the annual meeting of General Members for the purpose of welcoming the new officers and transacting such business as may properly come before the meeting.

3.7 Regular Meetings. By resolution, the Board may specify the date, time and place for the holding of regular meetings without other notice than such resolution.

3.8 Special Meetings. Special meetings of the Board or any committee designated and appointed by the Board may be called by or at the written request of the Manager or President or any two Directors, or, in the case of a committee meeting, by the chairman of the committee. The person or persons authorized to call special meetings may fix any place either within or without the State of Washington as the place for holding any special Board or committee meeting called by them.

3.9 Meetings by Telephone. Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

3.10 Place of Meetings. All meetings shall be held at the principal office of the corporation or at such other place within or without the State of Washington designated by the Board, by any persons entitled to call a meeting or by a waiver of notice signed by all Directors.

3.11 Notice of Special Meetings. Notice of special Board or committee meetings shall be given to the Manager and Board President in writing or by personal communication not less than five days before the meeting. Notices in writing may be delivered or mailed to the Director at his or her address shown on the records of the corporation. If notice is delivered by mail, the notice shall be deemed effective when deposited in the official government mail properly addressed with postage thereon prepaid.

3.12 Waiver of Notice.

3.12.1 In writing. Whenever any notice is required to be given to the Manager or any Director under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

3.12.2 By Attendance. The attendance of the Manager or a Director at a meeting shall constitute a waiver of notice of such meeting, except where they attend a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

3.13 Proxies. A Board Member may vote by proxy executed in writing by the Board Member or by his, her or its attorney-in-fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. A proxy shall become invalid effectively after the date of its execution unless otherwise provided in the proxy. A proxy with respect to a specific meeting shall entitle the holder thereof to vote at any reconvened meeting following adjournment of such meeting but shall not be valid after the final adjournment thereof.

3.14 Action by Board Members Without a Meeting. Any action which could be taken at a meeting of the Board Members may be taken without a meeting if a written consent setting forth the action so taken is signed by all Board Members. Such written consents may be signed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Any such written consent shall be inserted in the minute book as if it were the minutes of a meeting of the Board Members.

3.15 Quorum. A majority of the number of Directors and the Manager fixed by or in the manner provided by these Bylaws shall constitute a quorum for the transaction

of business at any Board meeting. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

3.16 Manner of Acting. The act of the majority of the Directors and the Manager present at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Washington law.

3.16.1 Major Actions. The vote of a majority of the Board Members of the corporation shall be required to approve the following major actions by the corporation: (a) any financial transaction valued at more than \$2,000.00; (b) indemnification of an officer or director; (c) removal of a Director; or (d) alteration or repeal of a decision made by the Board. This section may not be amended by the Board to exempt any action listed in it from approval by Board Members or to increase the number of votes of members required to approve such major actions.

3.17 Presumption of Assent. A Director of the corporation or the Manager present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent or abstention is entered in the minutes of the meeting, or unless such Director files a written dissent or abstention to such action with the person acting as Secretary of the meeting before the adjournment thereof, or forwards such dissent or abstention by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of such action.

3.18 Resignation. Any Director may resign at any time by delivering written notice to the President or the Secretary at the registered office of the corporation, or by giving oral or written notice at any meeting of the Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.19 Removal. At a meeting of General Members called expressly for that purpose, one or more Directors (including the entire Board) or the Manager may be removed from office, with or without cause, by the affirmative vote of a majority of all members of the corporation. But such removal shall be without prejudice to the contract rights, if any, of the person so removed. A removed Director or Manager does not forfeit their General Member voting privileges.

3.20 Vacancies. A vacancy in the position of Director may be filled by the affirmative vote of a majority of the remaining Directors through no less than a quorum of the Board. A Director who fills a vacancy shall serve for the unexpired term of his or her predecessor in office.

3.21 Board Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more standing or temporary committees, each of which shall consist of one or more Directors. Such committees shall have and exercise the authority of the Directors in the management of the corporation, subject to such limitations as may be prescribed by the Board and by applicable Washington law, except that no committee shall have the authority to: (a) amend, alter or repeal these Bylaws; (b) elect, appoint or remove any member of any other committee or any Director or officer of the corporation; (c) amend the Articles of Incorporation; (d) adopt a plan of merger or consolidation with another corporation; (e) authorize the sale, lease or exchange of all or substantially all of the property and assets of the corporation not in the ordinary course of business; (f) authorize the voluntary dissolution of the corporation or revoke proceedings thereof; (g) adopt a plan for the distribution of the assets of the corporation; or (h) amend, alter or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by a committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it, him or her by law.

3.22 Membership Dues. The Board shall establish a schedule of membership dues for Board Members and General Members, and rules concerning the manner and time of payment of dues by members and termination of membership for nonpayment of dues. These will be included in the Standing Rules.

3.23 Compensation. The Directors shall receive no compensation for their service as Directors but may receive reimbursement for expenditures incurred on behalf of the corporation. The Manager shall be paid a contract wage based on a two-year term, determined by majority vote of the Directors at the annual Board meeting following the annual membership meeting.

3.24 Registration Fees for Board Members. Directors shall pay any applicable jury fee, opt-out fee, or late fee for any Tour event that they wish to participate in during their term, but they are not required to pay the associated registration fee(s). The Manager can participate as an artist in any or all Tour events and is not required to pay any fee.

3.25 Advisory Board. The Board may appoint an Advisory Board of two or more General Members. The Advisory Board shall provide advice and assistance to the Board and members, may be invited to meetings of the Board, but shall not be entitled to vote or exercise other powers of a Director of the corporation.

ARTICLE 4. OFFICERS

4.1 Number and Qualifications. The officers of the corporation shall be a President, a Vice Presidents, a Secretary, and a Treasurer, each of whom shall be

elected by the Board and be an existing Director. Other officers and assistant officers may be elected or appointed by the Board, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. An officer may be assigned by the Board any additional title that the Board deems appropriate. Two or more offices may be held by the same person, except the offices of President and Secretary. All officers who are not Directors shall be ex-officio, non-voting members of the Board.

4.2 Resignation. Any officer may resign at any time by delivering written notice to the President, a Vice President, the Secretary, the Treasurer, the Manager or the Board, or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.3 Removal. Any officer or agent elected or appointed by the Board may be removed from office by the affirmative vote of at least a majority of the Board whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4.4 Vacancies. A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

4.5 Manager. Every two years the Board shall select a Manager to organize and manage the affairs of the Tours on a contractual basis, with compensation as agreed to by majority vote of the Board at the annual Board Meeting. The Manager does not have to be an artist in the Tour, but should be experienced in the administration & management of community events, preferably with experience with an art tour or similar event. If the Manager cannot serve for the whole term or is willing to serve longer, he or she must notify the Board as soon as this is decided. Sixty days' notice is suggested for a smooth transition. When the Manager's term is due to expire, the Board will have a new Manager hired by December 31. The term of office will be from the date of hire, but not later than January 1 to February 1 two years later. The initial month for the new Manager will be a transition month for cross-training with the current Manager, ending February 1 when the new Manager takes full effect. The Manager shall perform all duties as directed by the Board, and have signing authority for items such as hall rental contracts, checks, and insurance.

Duties include but are not limited to day-to-day affairs such as the following:

1. Coordinates the work of the Board, scheduling meetings and keeping them informed as necessary. The Manager reports to the Board and takes direction and advice from them.
2. Oversees the activities of the artists, including: administrative duties; updating the registration form annually; coordinating all paperwork and fees for each event; assigning volunteer jobs; creating timelines and facilitating the completion of the tasks according to the timelines.
3. Serves as registrar and bookkeeper.
4. Keeps all artists informed of deadlines and necessary information.
5. Represents the Studio Tours at community art & cultural meetings when possible.
6. Manages and attends all jury and studio selection meetings.
7. Meets with each new studio owner or studio coordinator to review facility needs, and coordinates “host” meeting a month prior to each event if needed.
8. Is available during the Tour weekend to handle problems as they may arise such as signs, studio, or artist concerns.
9. Compiles an artist questionnaire (evaluation form) following each Tour and prepares to review them with the Board at a subsequent Board meeting.
10. Makes necessary preparations with the Board for the January membership meeting. This includes having candidates ready for the open Board positions, fees and dates for each event, and preparation of other Studio Tour information for those at the meeting.

4.5.1 Annual Performance Review of Manager.* Each December a performance review of the Manager will be completed by December 20th of that year. The performance review will be conducted by a committee made up of the Board President and Treasurer. The performance standards to be used by this committee will be based on the current year’s goals, objectives, and related timelines identified by the Board in the BIST Annual February Board Meeting/retreat. The committee and the Manager will determine how to gather information for the annual review, including required individual evaluations from other Board members, and a selection of non-board members from the larger BIST membership and community partners. In addition, the committee will review the Manager’s performance of job responsibilities outlined below in Section 4.5.1, using a rating system as follows: E = excellent, S = satisfactory, N = Needs Improvement, F = Fails to meet requirements. *Once the Manager has served six years with only excellent or satisfactory reviews, the performance reviews will change to every other year.

4.5.2 Manager Contract Term. Based on the satisfactory results of the Manager’s annual reviews for 2 consecutive years, the Manager’s contract will be renewed for another 2-year period and signed by December 31st of the 2nd year of the two-year review period.

4.5.3 Manager Hiring Procedure. When the Manager’s position becomes

vacant, the Board President and one other Board Member will solicit applications for the Manager's position as soon as possible. The Manager does not have to be an artist in the Tour, but should be experienced in the administration & management of community events, preferably with experience with an art tour or similar event. If the Manager cannot serve for the whole term or is willing to serve longer, he or she must notify the Board as soon as this is decided. Sixty days' notice is suggested for a smooth transition. When the Manager's term is due to expire, the Board will have a new Manager hired by December 31. The term of office will be from the date of hire, but not later than January 1 to February 1 two years later. The initial month for the new Manager will be a transition month for cross-training with the current Manager, ending February 1 when the new Manager takes full effect.

Applications should be reviewed and interviews held by those two Board Members before the end of the calendar year. Finalists should meet with the entire Board, including the current Manager if they are not considering another term. The Board should agree by majority vote on the new Manager by the end of the calendar year, and if a new Manager is chosen, January should be considered a transition month, with the new Manager working closely with the current Manager, including attendance at the Annual Meeting at the end of January. A two-year contract should be signed by the Manager, and the rate of pay agreed to by the Board.

4.6 President. The President shall be the chief executive officer of the corporation, and, subject to the Board's control, shall supervise and control all of the assets, business and affairs of the corporation. The President shall preside over meetings of the members and the Board, and should communicate closely with the Manager. The President may sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are assigned to him or her by the Board from time to time.

4.7 Vice President. In the event of the death of the President or his or her inability to act, the Vice President shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. The Vice President shall have, to the extent authorized by the President or the Board, the same powers as the President to sign deeds, mortgages, bonds, contracts or other instruments. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or the Board.

4.8 Secretary. The Secretary shall: (a) keep the minutes of meetings of the members and the Board, and minutes which may be maintained by committees of the Board; a

copy of the minutes from the annual membership meeting in January will be sent via e-mail to all artists from the previous year; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the corporation; (d) keep records of the post office address and class, if applicable, of each member and Director and of the name and post office address of each officer; (e) sign with the President, or other officer authorized by the President or the Board, deeds, mortgages, bonds, contracts, or other instruments; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board. In the absence of the Secretary, an Assistant Secretary may perform the duties of the Secretary.

4.9 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation. He or she will oversee the Manager in all registrar and bookkeeping duties, including receipts for moneys due and payable to the corporation from any source whatsoever, and depositing all such moneys in the name of the corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws. The Treasurer shall review the books at the conclusion of each fiscal year and report to the Board at the annual Board meeting; an audit should be performed at minimum every two years, with a detailed analysis of the income and expenses. He/she shall in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board. In the absence of the Treasurer, an Assistant Treasurer may perform the duties of the Treasurer.

ARTICLE 5. ADMINISTRATIVE AND FINANCIAL PROVISIONS

5.1 Contracts. The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

5.2 Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by resolutions of the Board (and members if such loan exceeds the authority of the Board set forth in Section 3.1). Such authority may be general or confined to specific instances.

5.3 Loans or Extensions of Credit to Officers and Directors. No loans shall be made and no credit shall be extended by the corporation to its officers or Directors.

5.4 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, or agent or agents, of the corporation and in such manner as is from time to time determined by resolution of the Board.

5.5 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board may select.

5.6 Books and Records. The corporation shall keep at its principal or registered office copies of its current Articles of Incorporation and Bylaws; correct and adequate records of accounts and finances; minutes of the proceedings of its members and Board, and any minutes which may be maintained by committees of the Board; records of the name and address and class, if applicable of each member and Director, and of the name and post office address of each officer; and such other records as may be necessary or advisable. All books and records of the corporation shall be open at any reasonable time to inspection by any Board Member of three months standing or to a representative of more than twenty-five percent of the General Membership. An annual financial report will be presented by the Treasurer at the annual Board Meeting, per section 4.9.

5.7 Corporate Seal. The corporation shall not have a corporate seal.

5.8 Accounting Year. The accounting year of the corporation shall be the twelve months ending December 31.

5.9 Rules of Procedure. The rules of procedure at meetings of the Board and committees of the Board shall be rules contained in Roberts' Rules of Order on Parliamentary Procedure, newly revised, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or any resolution of the Board.

ARTICLE 6. AMENDMENTS

Subject to the provisions of Sections 2.3 and 3.1, these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the vote of a majority of the Directors fixed by or in the manner provided by these Bylaws, or by the written consent of each of the Directors. Amendment of Sections 2.3 and 3.1 shall require the affirmative vote of a majority of the General Members of the corporation.

Updated May 27, 2020 by Dinah Satterwhite, Studio Tour Manager, by vote of the Board

Standing Rules of Bainbridge Island Studio Tour

Updated: March 5, 2020

As an addendum to the Bylaws, these Standing Rules provide specific direction for artists (General Members) of the Bainbridge Island Studio Tour. They can be changed only by majority vote of the Board, as specified in the Bylaws.

I. GENERAL OVERVIEW, FEES

1) Events: The Studio Tour maintains two annual events:

- a) The Summer Studio Tour (ST) is a 3-day sale on the second weekend in August. It's held exclusively in island artists' studios, although community halls may be used if there are not enough studios. Typically a maximum of seven studios are used, although the Board can adjust that number based on input from the artists. The fees are listed below.
- b) The Winter Studio Tour (WT) is a 3-day sale on the first weekend in December. It's held in island artists' studios and community halls. Typically a maximum of ten studios/halls are used, although the Board can adjust that number based on input from the artists. The fees are listed below.

Summer & Winter Tour registration & jury fees:

- An "Early Bird" fee of \$250 is due per Tour if paid by March 15 each year; otherwise, \$275 is due April 15 for the Summer Tour, and \$275 is due July 31 for the Winter Tour
 - A \$25 jury fee is due April 15 (ST) or July 31 (WT) for new artists or re-jurying artists
 - A \$40 late fee will apply if the complete application form, applicable fees, including the jury fee if appropriate, are not postmarked to the Tour's post office box (or delivered to the Manager) on or before April 15 (ST) and July 31 (WT) respectively. New photos must also be provided at least once per calendar year, by the same due date(s).
- 2) Withdrawal Fee: If an artist withdraws from one or both Tours after they have paid their fee(s), their registration fee is refundable minus a \$100 withdrawal fee, provided that they notify the Manager in writing before the brochure and/or major print materials that include their name have been finalized (not necessarily gone to press) for that Tour. Generally, this is about 60 days prior to the Tour. No other fees will be refunded.
- 3) Refunds: Fees are not refundable, except as noted in the previous paragraph, or in any of these three cases: 1) if an artist is due to jury and they pay their registration & jury fees, but their work is not accepted by the jury, their registration fee will be refunded in full; 2) wait listed artists who have paid all of their fees and do not get a space will get

their registration fee refunded in full (see item 9 in this section), and 3) if an excess of an art medium causes the Manager & Board to limit that medium (see section V below), the affected artist(s) will get their registration fee(s) refunded in full.

- 4) Volunteer Duties & Opt-out: All artists will be expected to volunteer in the production of each Tour. This involves a small job like distributing posters and brochures in a specific geographical area, or placing street signs near their studio. An “opt-out” fee of \$75 can be paid if the artist wishes to have no volunteer duties. Alternately, if an artist does not fulfill their volunteer duties, as observed by the Manager or a Board member, the \$75 opt-out fee must be paid before participating in the current or subsequent Tours. As for studio owners and hosts of rented halls, their hosting job is considered their volunteer duty, and nothing else is required unless they request it.
- 5) Website Updates: Each artist has a page on the Tour website, and can update it once a year if they wish, according to the schedule set on the application form each year by the Manager. This update is free. Additional updates require a \$25 fee per incidence, no matter how small or large the update.
- 6) Fee Exemptions: Studio Tour Registration Fees are waived in whole or part for the following:
 - (1) Studio owners whose studio is on the current Tour pay a reduced Registration fee of \$25. All other fees still apply.
 - (2) Board members do not pay the registration fee. All other fees still apply.
 - (3) All fees are waived for the Manager, if he/she chooses to participate as an artist in the Tour.
- 7) Commission: There is no commission due.
- 8) Tour Hours: Summer Tour: 10am to 6pm on Friday and Saturday, 10am to 5pm on Sunday; Winter Tour: 10am to 5pm, Friday, Saturday & Sunday.
- 9) Double Booth Space: Artists may request two neighboring booth spaces for a Studio Tour, and pay two full registration fees, provided that space is available. Payment for both spaces is due upfront with the application, along with all other required materials and fees as usual. If the second booth space is not available due to space, a refund for the second registration fee will be issued. Please contact the Tour Manager if you have questions.
- 10) Wait List: In the event that more artists have applied (and passed the jury process) than there is space available, artists will be placed on a wait list. If space is not found by the time the brochure is going to press, their registration fee will be refunded. See also, section VI, regarding non-island founding artists, who are considered island residents. When space becomes available, priority will be given to wait listed artists as follows:
 - i) Past participants, based on the most recent year of participation
 - ii) Artists living on Bainbridge Island

iii) Non-island artists based on distance from the island

iv) Board vote, if the above criteria is not sufficient

- 11) Evaluation Forms, Optional 1% Donations: After each Summer and Winter Tour, artists complete an evaluation (eval) form where they can share input about their experience. These are reviewed by the Board, and used in making decisions about future events. Artists are also encouraged to donate 1% (or more) of their sales – donations are optional and are collected by the honor system. Each year at the January membership meeting, all members present will help determine one or two island charities for the calendar year. If a consensus is not reached, the Board will make the final decision at the annual Board meeting. If two charities are selected, artists can select which charity their donation should go to on the eval form. The Manager will track these donations and send a single check on behalf of the artist to the charity(s) about one month after the event. A summary of donations each year will be reported at the annual membership meeting.
- 12) Meetings: All meetings will be conducted with respect to *Robert's Rules of Order*. Minutes will be taken by the Secretary and hard copies stored in a master binder. Copies of the minutes from the annual membership meeting will be distributed via e-mail to all artists from the past year.

II. QUALIFICATIONS FOR PARTICIPATION IN THE STUDIO TOURS

1. Participating artists will assure that all work is original, displays excellent craftsmanship and portrays the hand and spirit of the artist. All work should be well-conceived and expertly executed and show the mark of the artist's originality.
2. The artist must be closely and thoroughly involved with the design of each article.
3. The artist must be closely and thoroughly involved with the production of each article with the exception of works of original design that require out of studio production (for example: rubber stamps, reproduction of prints or greeting cards, or cast jewelry, all of which must be made from the artist's original work).
4. Pieces that are 100% assembled from purchased material may be included if they meet the criteria in number one, above.
5. Each collaborating artist must have contributed to the design or production of each item.
6. Only work similar to that approved by the jury can be exhibited and all work exhibited must be of the same quality as that accepted by the jury. A major change of media or style will require submission of the work to be juried. In the case where more than one medium is involved, all work must be re-juried at the same time to be sold in subsequent Tours.
7. The Studio Tours are open to Bainbridge Island (BI) residents. Non-island resident participation is limited to artists living full time in Washington State

within the boundaries of Kitsap County, Clallam County, eastern Jefferson County, the northern part of Mason County, and the northern part of Pierce County (Gig Harbor and the Key Peninsula). Non-island participants prior to January 2012 living beyond these boundaries are grandfathered in and may continue to participate and jury like any non-island artist, so long as they remain active in the Tour at least once every two years. The same is true for non-island participants that were founders of the Tour (see VIII below). Non-island artists may apply, with the understanding that preference will be given to BI artists in the event that space is limited.

8. Categories that are not acceptable include commercial kits and commercially available plans.

III. PARTICIPATING ARTISTS

1. Assure that all work shown on the Tour satisfies the qualifications for entry.
2. Complete the application form, pay the registration fee(s), pay the jury fee if applicable, and provide photos and additional information on time. The exceptions are Board members and the Manager, who have reduced fees as outlined in the Bylaws and Standing Rules.
3. Set up their booth display, and help set up and clean the studio before and after the event. There is no booth-sharing. Artists cannot bring a pet to studio properties or leave a pet in a car parked on studio properties for public safety reasons.
4. Must be present during the Tour at their assigned studio location. A designated substitute may be permitted in some cases (if approved in advance by the Manager).
5. Optional: Furnish at least two salable pieces of work upon request when the Tour arranges a Bainbridge Island Preview show (typically in a downtown storefront).
6. Artists who need insurance coverage for their artwork need to look into a rider on a homeowner's or business insurance policy. The Studio Tour Liability Insurance covers damage to the halls or studios or an individual that might be caused by the Tour, not the artist's work. All artists must sign the waiver on the Registration form.
7. Artists who do not meet professional standards related to participation or their artwork as stated in the Bylaws, or act in a manner that is detrimental to the well-being of the Tour will be asked to leave. There are no refunds in such instances. Artists who have outstanding balances owed to the Tour cannot participate in subsequent Tours unless the full balance is paid and the current application and registration fees are paid on time.
8. Artists are expected to maintain current licenses in accordance with local, state, and federal law, including but not limited to a Master Business License with the

State of Washington and a City of Bainbridge Island business license. Artists are expected to collect and subsequently report and pay appropriate sales taxes. City of Bainbridge Island business licenses are required for all artists, and can be purchased through City Hall. Even though the City doesn't actively audit local artists and art events, as of January 2012 the fee is \$65, and the requirement is as follows: no business license is required if you are in business on the island for 4 consecutive days or less, or if you are conducting business one day a week for 4 consecutive weeks or less. Otherwise you should have a business license, which is effective for the entire calendar year in which it's purchased. Please contact Lara Lant at City Hall for details: 206-780-8591, llant@bainbridgewa.gov.

IV. THE JURY PROCESS

1. The jury will consist of three jurors active in the arts field, but not currently involved in the Studio Tour. The jury will be a blind jury, and jurors will remain anonymous. Names of the artists are not revealed to the jurors. A wash list of jurors is chosen and approved by the Board, then managed by the Manager.
2. The primary aim of jury selection is to accept entrants on the overall quality of their work and to create a good balance and variety of media for the sale.
3. All new artists' work will be chosen by jury selection.
4. Existing members whose work changes markedly from one year to the next must have their new work juried. Existing members who wish to sell new* items must have their new work juried. In both cases, the artist must jury all items including pre-juried work at the same time. (*new refers to a totally new media, and also refers to variations of existing work, such as a watercolor artist who wishes to sell jewelry that incorporates their watercolor designs.)
5. All artists' work will be juried tri-annually to help insure continued high-quality and consistency in the Tours. This must be done at the spring or summer jurying, prior to the artist's next Tour, and is good through the two subsequent calendar years.
6. The Board can initiate and receive appeals of the jury results and can make the final jury decision. A majority of Board Members must agree to overturn the jury's decision. (The appeal process is intended to respect and serve the best interests of the artist and the Studio Tours.)

V. LIMITING MEDIUMS

1. In some cases a specific art medium, such as jewelry, may be very popular. The Studio Tour may limit this medium if it exceeds 25% of the overall artwork in any one Tour. The Manager and Board will make this decision, if need be, giving priority to past participants and striving for a variety of styles within that medium. In the rare case where an artist may be asked to "sit this one out" for the reasons described above, the registration fee will be refunded in full.

VI. STUDIO OWNERS AND COORDINATORS

1. Owners provide studio space for several artists with ample parking and safe entry.
2. Coordinators (“hosts” at rented venues) keep the key for the rented community hall and make certain all rules of the hall are followed and the hall is left clean and in good condition. The key is returned to the person who provided it or a place designated by the renter.
3. Studio owners and coordinators will convene a studio meeting as needed with their artists and coordinate display locations, set-up, decorations, food/drink, parking, clean-up, and sign volunteer(s) at the studio or community hall.

VII. STUDIO PARTICIPATION

1. Studios on Bainbridge Island that wish to participate must be screened in person by a minimum of 2/3 of the Board members at least two weeks before the artists are juried for the event being considered. Acceptance of studios will be based on but not limited to the following factors: the need for a new studio, available space for at least 5 artists, location, easy access, parking, and general appropriateness for the Tour. The studio owner must be an active artist in the Tour. Depending on the number of participating artists in any event, a studio may or may not be used at the discretion of the Board.
2. Current studios that remain active at least once every two years in the Tour do not need to be “re-visited” by the Board, unless significant changes have occurred since the Board visited.
3. The Board may decide not to use a studio for any reason by majority vote, in which case sufficient notice will be given to the studio owner.

VIII. NON-ISLAND FOUNDING ARTISTS

1. Non-island founding artists are considered Bainbridge Island residents, for the purpose of having equal priority for available space with island artists. This benefit is available so long as the artist remains active with the Tour (a two-year lapse is considered acceptable). These artists are still subject to the same jury guidelines and other rules as set forth in the Bylaws.

Note: Most of these artists lived on Bainbridge Island at the time of inception.

Non-Island artists, grandfathered in: Mary Edwards (Poulsbo).