



## The Developing Artist Collaboration

### **Artist & Volunteer Code of Conduct & Membership Guidelines**

**Our Promise to You:** We will never ask for free art or time, and believe no one should. One of our core values is lifting up Artists, not capitalizing off them. We won't ask you to donate free art, work for free, or even pay a Membership due. Our entrepreneurial model allows us to effectively cover costs, and generate income for the organization. Whether you're working at Dirty Hands, paying for a studio, or involved with Workforce Development- we always promise to charge you a clear, honest price. We strive to keep vendor fees, professional development, resources, space, and opportunities at the fairest possible cost so that you can focus on what matters... your career.

**Term:** Artists may be a part of the DAC for as long as they wish. Artists must participate with DAC activities/ programs at least (1) time per year to be considered a current Member. Members participating with DAC (6) or more times per year are considered Active Artists.

**Time Commitment:** Artists may participate as much or little as they wish.

**Training:** None

**Employment:** DAC selects committed Artists from within the organization to employ as Staff. Employees are chosen based on position availability, dedication to the organization over time, and personal qualifications.

**Qualifications / Skills Requirements:** We welcome Artists of any medium, skill level, or level of interest to be involved with the DAC. Some specific requirements are:

- All Artists under 18 years old must have parents consent to participate in all programming. Parents must accompany them on site and adhere to our Artist Code of Conduct during programming.

**Photo Consent:** The DAC will use photos and videos taken of my Artwork and I for marketing, grant requests, and for reporting reasons. There will always be credit given to Artists when their work is the subject matter of any marketing material. I



have the right to request that my name or my work can not be used in any circumstance I feel is necessary.

**As part of my responsibilities as an Artist Member:**

1. I will dedicate myself to promoting DAC in a positive manner whenever I am engaging in any DAC program, workshop, event, or representing the organization publicly.
2. I will adhere to the Conflict of interest and Whistleblower Policy whenever a conflict arises.

**Code of Conduct**

**-DAC Members are expected to adhere to the following:**

- **Ethical Creative Practice:** DAC will not endorse the following content: Offensive, violent, discriminative or obscene artworks. Determination is left to the discretion of the Board and Staff.
- **Accountability:** “No call, no shows” for volunteers, workforce development participants, event vendors, and staff positions have a (1) strike policy. We allow (1) offense for emergencies beyond that you will forfeit (1) month of opportunity. (3) violations will result in forfeit of all DAC program opportunities.
- **Ethical Sourcing of Materials:**
  - DAC will not endorse the following types of materials/tools/content: stolen, plagiarized or unethically sourced \*Includes environmental violations\*. Determination is left to the discretion of Staff and Board.
- **Originality of Artwork**
  - DAC will not endorse violations of Intellectual Property or Copyrighted Materials  
Determination is left to the discretion of the Staff and Board.
- **Behavior within DAC and out in The Community:**

**Responsible Alcohol Consumption:**



- DAC will not endorse or tolerate alcohol consumption above what would be considered legal to operate a car adhering to Delaware State Laws at all DAC Facilities and Events.

**Respectful Behavior:**

- DAC Members agree to observe and honor the personal/professional privacy of all DAC Members, Staff, Board, and the general public. This includes, but is not limited to, all direct and indirect forms of communication. Harassment, intimidation, and slander of any type is strictly prohibited.

**Violations of our Code of Conduct will result in the following:**

*Level of severity of offense will determine consequences on a case by case basis*

- **(1st Offense)** Verbal warning, documentation and/ or disciplinary meeting with Executive Director and/or Artist Development Director to determine further action.
- **(2nd Offense)** Hearing with the Board of Directors, documentation, and determination of further actions.
- **(3rd Offense)** Automatic expulsion.

By signing below, I have read and agree to DAC's Code of Conduct. I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

**Name**

**Signature**

**Date**



## **Photography Release & Waiver and Release of Liability**

1. By signing this Waiver and Release of Liability (Agreement), I waive and release Developing Artist Collaboration Incorporated, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility. This waiver and release is intended to and does release Developing Artist Collaboration Incorporated from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Developing Artist Collaboration Incorporated's negligence. This is not intended to release Developing Artist Collaboration Incorporated from any liability resulting from their intentional conduct. I further covenant and agree not to institute any claims or legal action against Developing Artist Collaboration Incorporated for any claim released by this Agreement. I further agree that should any claim be made against Developing Artist Collaboration Incorporated in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Developing Artist Collaboration Incorporated for any such claim and expenses including attorney's fees and costs incurred by Developing Artist Collaboration Incorporated in defending themselves or security indemnity hereunder.

I allow my photography to be taken and used for all promotional and reporting purposes for the Developing Artist Collaboration. I have the right to request for photos to be taken down if I am uncomfortable with the photo of myself.

2. I understand that Developing Artist Collaboration Incorporated is not responsible for any lost, stolen, or damaged valuables or property.

3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Developing Artist Collaboration Incorporated for any costs they incur because a claim or legal action is brought in violation of this Agreement. I



agree any violation of the Agreement and its terms and conditions, as determined by Developing Artist Collaboration Incorporated, will void and terminate this Agreement and may result in loss of the ability to use the facility.

By signing below, I have read and agree to Photography Release & Waiver and Release of Liability. I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

**Name**

**Signature**

**Date**