

FCA TORONTO POLICIES

Version 3.3

Last updated: 2021-03-30 – changes highlighted in yellow

(Approved by FCA Toronto Executive 2021-03-29)

(Version 3.2 approved by Membership: 2020-10-27)

Statement of Founding Principles

- The Toronto Chapter of the Federation of Canadian Artists (FCA) will be known as **FCA Toronto**.
- **FCA Toronto** is registered as a not-for-profit corporation in the province of Ontario under the name “Toronto Professional Visual Artists Association”.
- **FCA Toronto** is an autonomous, independent, volunteer association that operates in compliance with the Constitution and Bylaws of the FCA and its standards of conduct and code of ethics
- The mission of **FCA Toronto** mirrors that of the FCA at the national level, namely to:
 - advance the knowledge and appreciation of art and culture
 - offer exhibition, education, and communication opportunities in the visual arts
 - support and promote professional FCA member artists
- To avoid potential confusion and conflict with the concept, rights and privileges of membership in the FCA, **FCA Toronto** will refer to its participants as affiliates and not members.

1.0 Membership Policies

1.1 Eligibility (*REVISED*)

- Applicants for **FCA Toronto** membership must be visual artists who work in the media approved by the FCA for its exhibitions: acrylic, graphite, ink, mixed media, oil, pastel, pen, pencil, water media, and hand-pulled prints in runs of up to 200. Sculptures in stone, metal, glass, clay, wood, or ceramics are also accepted.
- Starting in the 2021/2022 membership year (**May 1, 2021**), successful applicants for membership to **FCA Toronto** will need to be Active or Signature Status FCA members in good standing.
- Any current members of FCA Toronto who hold only supporting membership in the national FCA will have one full year until April 30, 2022, to achieve Active status. If they fail to do so, they will not be eligible to renew FCA Toronto membership for the 2022/2023 new year.
- **FCA Toronto** will check the membership status of all affiliates with the national FCA head office twice a year. Individuals who have not joined the FCA or whose membership has expired and not been renewed will be asked to rectify that within 30 days to remain with **FCA Toronto**.

1.2 Affiliation Fees

- As stated in the By-Laws, **FCA Toronto** will prescribe an annual fee to cover operational costs that is distinct from the FCA fees artists pay directly to the FCA. The Chapter's Executive Committee will be responsible for determining the amount, timing and method of payment for fees, whether fees may be prorated for new affiliates, and any penalty for late payments.
- The default policy -- until the Executive Committee determines otherwise -- is the following:
 - All affiliations expire April 30th.
 - Affiliation fees will be paid on an annual basis, due May 1.
 - Failure to pay affiliation dues within 60 days will lead to the discontinuation of Chapter privileges.
 - **FCA Toronto** will not prorate dues for new affiliates.

1.3 Application Process (*NEW*)

Step 1: Applicants will use an online form to submit name and contact information, current status with the Federation of Canadian Artists, and other details related to the applicant's art practice (such as a website or social media presence). The form will request applicants to provide FCA Toronto with proof of FCA membership (i.e., invoice number, place in the membership directory, or FCA email confirmation).

Step 2: The FCA Toronto executive (or designated membership committee) will review an applicant's information and confirm FCA status. The executive reserves the right to exercise its discretion to decline an application if there are omissions, discrepancies, and/or incompatibilities with FCA or FCA Toronto policies.

Step 3: FCA Toronto will send a notification email to the applicants. Successful candidates will then be sent instructions on how to pay the membership fee.

All decisions on membership applications will be final. FCA Toronto is not obliged to disclose the reasons behind any decision

2.0 Code of Conduct

2.1 General Expectations

FCA Toronto is a friendly, supportive place for professional artists. Civility is assured and expected.

- Affiliates will represent the Chapter with professionalism, dignity, pride and courtesy, and will conduct themselves in both Chapter meetings and events with appropriate behavior.
- At all times, and in all forums, affiliates are to treat each other, the public and other art groups with respect and dignity.
- The rules of ethical debate always apply. We may disagree with and argue against a point or points raised, but never issue personally disparaging comments about fellow affiliates who expressed those opinions.

- If a disagreement cannot be resolved by the parties involved, the Executive Committee may be approached to help mediate and resolve the conflict.
- The Chapter is run entirely by volunteers. Respect and appreciation for their efforts are expected.

2.2 Statement Against Abuse and Harassment

- Verbal abuse or harassment will not be tolerated and will result in an expulsion warning. Should a second incident of verbal abuse by any one member occur it will result in expulsion from the Chapter as per our Chapter Bylaw [1.5 Expulsion]
- Physical abuse or harassment in any form, either explicit or implied, will result in immediate expulsion from the Chapter as per our Chapter Bylaw [1.5 Expulsion]

2.3 Social Media Policy (*REVISED*)

- Discourse must be civil and respectful. Personal attacks and uncivil remarks will be removed by the moderator. Repeated abuse of this principle will lead to expulsion from the group.
- The posting of one's own work for self-promotion or critique is not allowed. Artists wishing to publicize upcoming shows, workshops or events should instead send their content to the Communications Committee for review and distribution.
- Regarding the Chapter's Private Facebook group, as of May 1st, only members of FCA Toronto are eligible to join and remain in the group. The purpose of the group is to be a platform whereby the Executive can broadcast FCA Toronto announcements and reminders to its members, and whereby members can ask each other questions and answer them.

3.0 Exhibition Guidelines

3.1 General Policies

- In general, all Exhibitions organized by **FCA Toronto** must be an FCA qualifying event – that is, an exhibition for Active and Signature status FCA members, conducted under the FCA banner, juried by Signature status FCA members.
- The sole exception to the above policy is Open, Juried National Exhibitions organized by **FCA Toronto** under the FCA Banner. They are deemed by the FCA to be qualifying events and open to artists across the country, regardless of FCA status.
- If an **FCA Toronto** exhibition is hosted online only, acceptance into the show cannot count towards the application of Signature status for Active status FCA members – unless the national FCA agrees to make an exception.
- Exhibitions will be managed entirely by the Exhibitions Committee, with oversight provided by the Executive Committee
- For any **FCA Toronto** exhibition, the Exhibitions Committee will determine the nature and theme of the exhibition, its location (venue and/or online gallery), the number of artworks to be

selected, submission fees, jury selection, jury fees, exhibition awards, sales commissions, requirements for intake, curating, and taking down, etc.

- For clarity, **FCA Toronto** will not be hosting open, non-juried, non-qualifying FCA exhibitions (which in fact are merely uncurated showcases)
- If the FCA is managing the submission and jurying process via its artists.ca website, then participating artists will receive notification directly from the FCA of the jurying results.
- Artists who are successful in having their work accepted in the exhibition will receive a contract via email from the Executive Committee asking them to:
 - confirm their acceptance of the terms of the exhibition
 - grant **FCA Toronto** permission to use an image of their artwork for promotional purposes whether online or in print, for the promotion of the exhibition or for any other **FCA Toronto** function.

3.2 Eligibility for Participation

- To be eligible to participate in an **FCA Toronto** exhibition, the artist must be at least an FCA member in good standing with **Active Status** or **Signature Status** (AFCA, SFCA) and be an affiliate in good standing with **FCA Toronto**. *The sole exception noted above is an open, juried national exhibition.*
- The artwork submitted must conform to FCA requirements, for example:
 - no photography, no digital art, and no reproductions
 - no work that is derivative or violates copyright
 - no work that was started or completed in a workshop, course, or class or under supervision.
- All images used in the **FCA Toronto** exhibition must be under copyright of the artist submitting the artwork. Artwork that infringes on copyrighted material is not acceptable.

3.3 Application Process

- Applications will be received online only (that is, no paper applications or application submitted via email).
- The online application form will be made available all year.
- Application fees will be processed online, via PayPal, e-transfer, or the FCA's payment system.
- An application is not considered complete until payment has been received by the Chapter, or the FCA (collecting and holding the fees on behalf of the FCA).
- Once an affiliate has an artwork accepted by the jury, that artwork cannot be sold and/or withdrawn before the exhibition begins.
- While an exhibition is running, the artwork may not be withdrawn early.

3.4 Jurying Process

- Jurying will be done online only to Federation standards: a minimum of 2 SFCA and 1 AFCA status members or 3 SFCA status members.
- Jurying will be done online

- Jury decisions are final; there is no appeal process
- If there are not enough juried pieces to accommodate the venue, the Exhibition Committee may choose to solicit previously juried pieces directly from Chapter affiliates to meet the requirements.
- A previously juried piece must have been juried into an exhibition within the last 3 years and cannot be shown in consecutive exhibitions at the same venue.

3.5 Participation

- Participation by Chapter affiliates is not mandatory, nor is attendance at receptions
- Artists whose work is in an exhibition will be asked to volunteer in some capacity, whether that be in the planning of the exhibition, operating it, or publicizing it.

3.6 Payment Terms and Commissions

- The payment terms will be set and confirmed by the Exhibition Committee. In general, payments to artists will be made on a timely basis once an exhibition concludes.
- The sales commission fee will be set by the Exhibition Committee. Any sales commissions due will be deducted from the payment to the artist.
- Any credit card or online payment processing fees will also be deducted from the payment due to an artist.
- If a sale to an artist occurs as a direct result of the exhibition, and the sale closes within 30 days of the closing of the exhibition, then a commission is due to **FCA Toronto**.
- Commissions for any exhibition may be reduced or waived, at the discretion of the Executive Committee.

4.0 Communications Guidelines

4.1 General Policies

- Communications will be managed entirely by the Communications Committee.
- The Committee will be led by the President of **FCA Toronto** with oversight provided by the Executive Committee.
- The scope of the committee includes: Website and social media platforms; Mailing List and email newsletter; Publicity and Public Relations; and Contact with the FCA Head Office.

4.1 Website Policies

- **FCA Toronto** shall create and maintain a website for the purpose of publicizing our mission, history, exhibitions and other activities, calls for entry, and affiliation (aka membership), among other things.
- Ownership and control of the website, and any data it collects, will be held by **FCA Toronto**

- The President of **FCA Toronto** will serve as the Editor-in-Chief and has the final say about website content
- No paid commercial solicitation from the website is allowed.
- Artists who are affiliates of good standing of **FCA Toronto** (and an **Active Status** FCA member or higher) may wish to have an individual web page or listing as part of the website. Any content guidelines or applicable fees will be determined by the Communications Committee.

4.2 Social Media

- **FCA Toronto** shall create and maintain a presence on social media platforms, including but not limited to Facebook, Instagram, etc.
- Ownership and control of social media account will be held by **FCA Toronto**.
- At the discretion of the Communications Committee, notices of workshops, private member shows and other notices that will generally benefit our community will be published to these platforms.

4.3 Mailing List

- **FCA Toronto** shall own and maintain a contact list of chapter affiliates, and a list of art lovers and art collectors who may be potential supporters of the Chapter's activities.
- No member of **FCA Toronto** with access to these lists may use it for his or her own personal gain, nor may they be shared with third parties.

4.4 Advertising Policy

- At the discretion of the Communications Committee, notices of workshops, private member exhibitions and other notices that will generally benefit our membership will be allowed on the website.
- If an affiliate wishes **FCA Toronto** to advertise the artist's independent activity such as an online demo, seminar, or workshop, then the following terms apply:
 - The artist must be a member in good standing of **FCA Toronto**.
 - **FCA Toronto** will request a written description of the activity in advance and it reserves the right to decline to promote it without explanation.
 - The artist is fully responsible for the event with respect to planning, organizing and developing it, including collecting fees and scheduling participants.
 - **FCA Toronto** will publicize the event via its mailing list and its social media platforms to give the artist more exposure and an opportunity to recruit potential students.
 - There will be a fixed charge set by the Communications Committee for the service **FCA Toronto** provides to reflect the effort involved in creating the promotion and the value the promotion will provide.

5.0 Education Guidelines

5.1 General Policies

- The Education Committee is responsible for:
 - Developing a Foundations Program to encourage professional development and the pursuit of artistic excellence
 - Arranging for workshops and seminars
 - Reviewing and approving requests by **FCA Toronto** members to run their workshops, seminars, or demonstration events under the **FCA Toronto** banner.
 - Creating opportunities for Chapter affiliates to meet to exchange knowledge and experiences
 - Creating a welcome package for new affiliates

5.2 Workshop Policies

- Artists wishing to teach a workshop, facilitate a seminar, or offer a demo under the **FCA Toronto** banner will need to provide the Education Committee with an outline of the proposed event, costs and pre-requisites for participants, a brief lesson plan, and the intended outcomes and benefits, among other things.
- The Education Committee has the right to approve or decline requests.
- **FCA Toronto** will charge a **50% commission** to host an education activity that will be facilitated by an artist. Services will include:
 - **Hosting** -- either at a physical location or via web conference, under the banner of **FCA Toronto**
 - **Administration** -- processing of fees for participants, communicating with the participants, etc.
 - **Advertising** -- publicizing the event via its mailing list and across all platforms, and with other art societies where permitted. [Depending on the nature of the event, **FCA Toronto** might also invest in advertising online to promote the event]
- If an affiliated artist merely wishes **FCA Toronto** to advertise the event, without any involvement in the planning, hosting, and administration, then only our Advertising Policy (4.4) applies.

6.0 Legal Considerations

6.1 Compliance

- Before their applications are approved, new affiliates must confirm that they have read **FCA Toronto's** bylaws and policies and agree to conform to them. As existing FCA members in good standing, their consent and compliance with FCA bylaws and policies are assumed.

6.2 Privacy

- Affiliates must give their written consent before their names, contact information, or artwork can be published or distributed to other chapter affiliates. Consent will be sought at the time their affiliation (aka membership) applications are processed.
- **FCA Toronto** will not sell, rent or give its affiliation list to anyone outside of the chapter. The only exception will be the FCA Head Office, which needs to see our list and confirm who is an FCA member in good standing.
- The Chapter's website is required by law to publish a privacy policy page describing what data, if any, is collected from viewers and what it will be used for.

6.3 Copyright

- Artists will always retain the copyright of the images of their own artwork they submit to **FCA Toronto** for exhibitions or publicity.
- Images that artists submit to **FCA Toronto** for either exhibitions or publicity must not be copies, derivatives, or based in any way on other artists' paintings, photographs, copyrighted or not, or other artistic work. Any infraction of this rule will result in serious consequences, which may include but will not be limited to expulsion from **FCA Toronto** and the forfeiture of entry and affiliation fees.
- Disclaimer: Any issues of infringement of copyright or moral rights that may arise are the sole responsibility of the authoring artist. **FCA Toronto** accepts no responsibility whatsoever for infringement of such rights, nor for any loss, damage, penalties, awards or administrative or judicial orders arising there from.

6.4 Insurance and Customer Fraud

- Artists bear responsibility for insuring their works and are encouraged to find appropriate coverage for theft, damage and fraud.
- Should any customer fraudulently purchase a painting at one of the Chapter exhibitions using a bad cheque or a stolen credit card, all reasonable efforts will be made by the Executive Committee and the artist concerned to recover the monies or the painting in question.
- Should those efforts prove unsuccessful, the loss will be that of the artist alone.