

PUBLIC GALLERY MANAGEMENT AGREEMENT

This agreement for loan and exhibition of artwork, and management of a gallery space, made and entered into on this ____ day of _____, 20____ by and between the Professional Association of Visual Artists (hereafter called "PAVA") whose address is PO Box 2665, Dunedin, FL 34697 and the City of Clearwater, Florida (hereafter called the "City"), a municipal corporation of the State of Florida, located at 112 South Osceola Avenue, Clearwater, FL 33756.

Whereas the City wishes to contract with PAVA to program and manage the property located at 331 Cleveland Street, No. C, Clearwater, FL 33756 for the purposes of a studio, gallery, public assembly space, and consignment shop; and

Whereas PAVA wishes to occupy, program, and manage the property located at 331 Cleveland Street No. C for use as an artist studio, gallery, public assembly space, and consignment shop.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is hereby agreed by and between the parties as follows:

1. RECITALS:

- 1.1 The conditions set forth in this agreement apply solely to the property located at 331 Cleveland Street No. C and the agreement between PAVA and the City of Clearwater and cannot be altered, changed, waived or otherwise amended except as agreed upon in writing by both parties.

2. TERM:

- 2.1 The City hereby agrees to contract with PAVA for a period of six (6) months, commencing on _____, 2017 and terminating on _____, 2017.

3. PAVA RESPONSIBILITIES:

3.1 PAVA and its members are responsible for the management and staffing of the public gallery space including, but not limited to the following times and details:

- a. Wednesday – Friday (11:00am – 5:30pm) and Saturday (11:00am – 4:00pm).
- b. As necessary, and based upon public interest, gallery hours may be expanded by a mutual agreement of both parties.
- c. Evening hours as further described in 3.3

3.2 PAVA will provide a business manager and an assistant business manager to handle all administrative functions necessary for the responsible management and programming of the public gallery space.

- a. The business manager, and/or the assistant business manager, will serve as the liaison for all coordination and communications with City staff.
- b. The business manager and assistance business manager will coordinate with the City in the initial setup and build-out of the public gallery space.
- c. Should the need arise, the business manager, and/or the assistant business manager, will coordinate with the necessary security personnel (City police department, building security officer) to ensure the safety of the public gallery space, its occupants, and the materials contained within.

3.3 PAVA and its members will staff the gallery at times and dates coordinated with activities in the Downtown and Cleveland Street District. These activities include, but are not limited to: Blast Friday; Pierce Street Market or other similar market; significant events at the Capitol Theatre; other significant events in the Downtown and Cleveland Street District.

- 3.4 PAVA and its members are encouraged to participate and integrate with activities in the Downtown and Cleveland Street District through direct participation, support of marketing and advertising, and attendance or performances at such events.
- 3.5 PAVA and its members will coordinate 1-2 events per month, to be dictated by season, attendance, and availability of resources. PAVA will also coordinate with the City, CRA and other non-profit and community groups to provide assembly and meeting space for various events and activities.
- a. Events may include, but are not limited to: Paint-ins or plein aire events; demonstrations and discussions (Lunch and Learn); special exhibitions and shows for member artists; lecture series; and other events that coordinate with themes and programs of other City functions in the Downtown and Cleveland Street District.
- 3.6 PAVA and its members will maintain a record of metrics such as number of programs and attendance. These metrics will be provided, at request, to the City as regular management updates.

4. CITY RESPONSIBILITIES:

- 4.1 The City will work with the property owner to make necessary renovations and/or improvements to the public gallery space to ensure that it is ready for occupation.
- 4.2 The City will provide PAVA and its members access and use of the public gallery space free of charge.
- 4.3 The City will provide a suitable artwork hanging system for displaying 2-dimensional and wall art. The City and PAVA will agree to arrange for other display methods as needs dictate.

- 4.4 The City and PAVA will develop an agreed-upon system of metrics of success for evaluating the performance of PAVA as the public gallery space managers. These metrics will be controllable items such as, but not limited to: number of exhibitions per month, social media posts, and number of programs or activities per month.
- 4.5 The City and PAVA will have regular meetings to assess the progress and success of the programs and operation of the public gallery space.
- 4.6 The City will work with PAVA and its members to create exterior signage for the public gallery space.
- 4.7 The City will promote the public gallery space and its programs through normal City communications, such as www.myclearwater.com; the City's Facebook page; internal staff communications; flyers; and messages to partner organizations.
- 4.8 In the event that the public gallery space must vacate its location prior to the expiration of this agreement, the City will notify PAVA in an appropriate duration of time, no less than 30 days if feasible, and will make a good faith effort to relocate PAVA and its members to another location.

5. PUBLIC GALLERY SPACE MANAGEMENT

- 5.1 PAVA and its members will be responsible for providing program coordinators, artists, and artists in residence with all necessary materials such as tables, shelving, and cabinetry essential to facilitate an active work space.
 - a. Artists will provide their own art supplies and any special materials such as lighting, easels, chairs, and other objects specific and individualized to the artist's needs.
- 5.2 PAVA and its members, and artists in residence, will maintain the public gallery space in a clean and orderly manner.

- 5.3 Only 2-dimensional work and certain pre-approved 3-dimensional work, such as, but not limited to: painting, drawing, photography, etching, watercolor and other similar media will be produced in the public gallery space. Any materials leaving a residue such as ceramics and pottery, sculpting, and other techniques involving dangerous materials such as welding, acid etching, and open flames, are not permitted in the public gallery space.
- 5.4 PAVA and its members will promote the public gallery space and its programs through their membership website, social media profiles, and community connections.
- 5.5 PAVA will be responsible for their portion of utilities in a percentage agreed upon by both parties.
- 5.6 PAVA will use the space as a regular assembly area for their membership meetings and activities.

6. SALES:

- 6.1 PAVA and its members will maintain a constant and revolving exhibition of artwork at the public gallery space. All artwork will be available for sale. The City will take no commission on sales made in the public gallery space. PAVA arts member shall be solely responsible for payment, if any, of sales taxes due.
- 6.2 Sales are to be conducted by invoice or through direct electronic sale (Square, credit card, etc). No cash is to be kept on the premises at any time.
- 6.3 PAVA and its members will provide an ongoing gallery inventory and will be responsible for maintaining records for all sales and processing for all artwork sold in the public gallery space.
- 6.4 PAVA and its members will, upon request, submit an accounting of all sales and financial activities to the City.

7. INSURANCE:

- 7.1 PAVA and its members, acknowledge that the City will not provide any insurance coverage for the items on display while they are located in the public gallery space. The exhibiting artists will waive any and all subrogation rights against the City for any damage to, destruction of, theft of, loss of, or other casualty to the times while they are located on display within the public gallery space.
- 7.2 PAVA will provide proof of general liability insurance coverage in the amount of \$1,000,000 per occurrence and list the following entities as additionally insured: City of Clearwater; Clearwater Community Revitalization Agency; Waters Edge; and Daniels Ikajevs, property owner.

8. INDEMNIFICATION:

- 8.1 PAVA and its members agree to indemnify and hold free and harmless, assume legal liability for and defend the City of Clearwater and its officers, employees, agents, and servants, whether they are current or former, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, in law or in equity, including but not limited to attorney's fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss of or damage to property, except as provided for herein, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, from the installation or display of the loaned items or as a result of the duties and obligations as required by this exhibition agreement that which has resulted or alleged to have resulted from the negligent acts or omissions or other wrongful conduct of or the infringement of any copyright by the lender.

9. DEFAULT:

- 9.1 Failure or refusal of PAVA or its members to perform or do any act herein required shall constitute a default. In the event of a default, in addition to any other remedy available to the City, the City, upon thirty (30) days written notice, may terminate this agreement. Such termination does not waive any other legal remedies available to the City.

In witness thereof, the parties hereto have caused this Public Gallery Management Agreement to be executed on the date first above written.

CITY OF CLEARWATER, FLORIDA

PAVA representative

CITY

Witness

