

**FIRST AMENDMENT TO  
PUBLIC GALLERY MANAGEMENT AGREEMENT**

This First Amendment to the 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 Bazaar Art, LLC (hereafter called “Bazaar Art”) whose address is 3748 Moog Rd., Holiday, FL 34691 and the Community Redevelopment Agency of the City of Clearwater, Florida (hereafter called the “CRA”), a redevelopment agency established pursuant to law, located at 112 South Osceola Ave., Clearwater, FL 33756.

Whereas the CRA wishes to contract with Bazaar Art to program and manage the property located at 331 Cleveland St, Suite A, Clearwater, FL 33756 for the purposes of an artist studio, gallery, public assembly space, and art consignment shop; and

Whereas Bazaar Art wishes to occupy, program, and manage the property located at 331 Cleveland St., Suite A for use as an artist studio, gallery, public assembly space, and art 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 St., Suite A and the agreement between Bazaar Art and the CRA cannot be altered, changed, waived or otherwise amended except as agreed upon in writing by both parties.

**2. TERM:**

- 2.1 The CRA hereby agrees to contract with Bazaar Art for gallery management services, commencing on December 4, 2017 (“Commencement Date”) and continuing through May 31, 2018 (“Termination Date”) unless earlier terminated under the terms of this agreement. This agreement may be extended for one (1), six-month renewal, 30 days in advance of the expiration under the same terms and conditions by mutual written agreement of both parties.

### **3. BAZAAR ART RESPONSIBILITIES:**

- 3.1 Bazaar Art 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 (11:00 am – 5:30 pm) and Saturday (11:00 am – 4:00 pm).
  - 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 Bazaar Art will provide a business manager to handle all administrative functions necessary for the responsible management and programming of the public gallery space.
  - a. The business manager will serve as the liaison for all coordination and communications with CRA staff.
  - b. The business manager will coordinate with the CRA in the initial setup and build-out of the public gallery space.
  - c. Should the need arise, the 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 Bazaar Art 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 City and CRA sponsored and co-sponsored events.
- 3.4 Bazaar Art 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 Bazaar Art and its members will coordinate 1-2 events per month, to be dictated by season, attendance, and availability of resources. Bazaar Art will also coordinate with the CRA, City 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 CRA and City functions in the Downtown and Cleveland Street District.
- 3.6 Bazaar Art and its members will maintain a record of metrics such as number of exhibitions, programs and attendance. These metrics will be provided, at request, to the CRA as part of

regular management updates. Additionally, Bazaar Art will provide a quarterly progress update to the CRA due on December 15, 2017, March 15, 2018 and June 15, 2018.

#### **4. CRA RESPONSIBILITIES:**

- 4.1 The CRA 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 occupancy.
- 4.2 The CRA will provide Bazaar Art and its members access and use of the public gallery space free of charge.
- 4.3 The CRA will be responsible for the monthly WiFi, internet and phone expense.
- 4.4 The CRA agrees to provide funding in the amount of One Thousand Five Hundred dollars (\$1500) per month to Bazaar Art. Payments will be made to Bazaar Art for gallery management services and to partially fund costs incurred in providing the activities authorized by this agreement. Payments will be made within thirty (30) days of receipt of invoice.
- 4.5 The CRA will provide a suitable artwork hanging system for displaying 2-dimensional and wall art. The City and Bazaar Art will agree to arrange for other display methods as needs dictate.
- 4.6 The CRA and Bazaar Art will develop an agreed-upon system of metrics of success for evaluating the performance of Bazaar Art 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.
- 4.7 The CRA and Bazaar Art will have regular meetings of no less than one time per month to assess the progress and success of the programs, operations, and layout of the space.
- 4.8 The CRA will work with Bazaar Art and its members to create exterior signage for the public gallery space.
- 4.9 The CRA will promote the public gallery space and its programs through normal CRA and City communications, such as [www.myclearwater.com](http://www.myclearwater.com); the City's Facebook page; internal staff communications; press releases; flyers; and messages to partner organizations.
- 4.10 In the event that the public gallery space must vacate its location prior to the expiration of this agreement, the CRA will notify Bazaar Art in an appropriate duration of time, no less than 30 days if feasible, and will make a good faith effort to relocate Bazaar Art and its members to another location.

#### **5. PUBLIC GALLERY SPACE MANAGEMENT**

- 5.1 The CRA will identify a section of the space to be used by Bazaar Art and its members not to exceed 1800 square feet, and the CRA will retain the ability to modify or adjust the floor plan and exhibit layout accordingly to accommodate programming and events.
- 5.2 Bazaar Art 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.
- 5.3 Bazaar Art and its members, and artists in residence, will maintain the public gallery space in a clean and orderly manner.
- 5.4 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.
- 5.5 Bazaar Art and its members will promote the public gallery space and its programs through their membership website, social media profiles, and community connections.
- 5.6 Bazaar Art will be responsible for payment of the monthly electric bill and the CRA will reimburse Bazaar Art 50% of the expense.
- 5.7 Bazaar Art will use the space as a regular assembly area for their membership meetings and activities.
- 5.8 All subcontractors organized by Bazaar Art must be insured with respects to general liability, and, where applicable, workers' compensation, either independently or listed as additionally insured under Bazaar Art's policy. All contractors and subcontractors must list the City of Clearwater as additionally insured on all applicable insurance coverage.

## **6. SALES:**

- 6.1 Bazaar Art 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 CRA will take no commission on sales made in the public gallery space. Bazaar Art members 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 Bazaar Art 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 Bazaar Art and its members will, upon request, submit an accounting of all sales and financial activities to the CRA.

## **7. INSURANCE:**

- 7.1 Bazaar Art and its members, acknowledge that the CRA 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 CRA and 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 Bazaar Art 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 Redevelopment Agency; Water's Edge; and Daniels Ikajevs, property owner.

## **8. INDEMNIFICATION:**

- 8.1 Bazaar Art 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.
- 8.2 Bazaar Art and its members agree to indemnify the CRA and City of Clearwater and its officers, employees, agents, and servants, whether they are current or former, from and against any claims caused by vendors, subcontractors or volunteers retained by Bazaar Art.
- 8.3 Any vendors, subcontractors and volunteers working with minors retained by Bazaar Art, are background screened, and if they aren't, Bazaar Art will indemnify and defend the CRA and City

of Clearwater and its officers, employees, agents, and servant, whether they are current or former, from any claims they may cause.

**9. DEFAULT:**

- 9.1 Failure or refusal of Bazaar Art 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 CRA, the CRA, upon thirty (30) days written notice, may terminate this agreement. Such termination does not waive any other legal remedies available to the CRA.

Clearwater Community Redevelopment Agency  
Attn: CRA Director  
112 South Osceola Ave.  
Clearwater, FL 33756

Bazaar Art, LLC  
Attn: Jennifer Pearl  
3748 Moog Rd.  
Holiday, FL 34691

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

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Bazaar Art LLC representative

COMMUNITY REDEVELOPMENT AGENCY OF  
THE CITY OF CLEARWATER, FLORIDA

By: \_\_\_\_\_

George N. Cretekos

Chairperson

Approved as to form:

Attest:

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Pamela K. Akin  
City Attorney

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Rosemarie Call  
City Clerk