

AGENDA

Community Redevelopment Agency Meeting
 Wednesday, February 17, 2010, 7:00 P.M.
 Lake Park Town Hall
 535 Park Avenue

Desca DuBois	—	Chair
Jeff Carey	—	Vice-Chair
Edward Daly	—	Board Member
Patricia Osterman	—	Board Member
Kendall Rumsey	—	Board Member
Christiane Francois	—	Board Member
Michelle McKenzie-Suiter	—	Board Member
<hr style="border-top: 1px dashed black;"/>		
Maria V. Davis	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian M. Lemley, CMC	—	Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- E. **Consent Agenda: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Board member or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked**

to complete a public comment card located on either side of the Chambers and given to the Agency Clerk. Cards must be submitted before the item is discussed.

Consent Items For Approval:

1. CRA Meeting Minutes of February 3, 2010 Tab 1

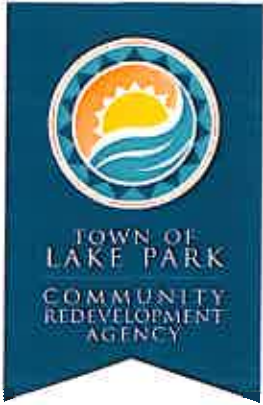
- F. **General Approval of Item**
Lease and License Agreements for the Art Studio & Gallery Tab 2

- G. **BOARD MEMBER COMMENTS**

- H. **EXECUTIVE DIRECTOR COMMENTS**

- I. **ADJOURNMENT**

TAB 1



**CRA
Agenda Request Form**

Meeting Date: February 17, 2010 Agenda Item No. **1**

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input type="checkbox"/> | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item | <input checked="" type="checkbox"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: CRA Board Meeting Minutes of February 3, 2010

RECOMMENDED MOTION/ACTION: Approval

Department Head Signature *Vivian Lunday* Date: *2/9/10*

Approved by Executive Director *W. Davis* Date: *2/10/10*

<p>Prepared By: Agency Clerk</p>	<p>Costs: \$0 Funding Source: Professional Services Acct. #</p>	<p>Attachments: Minutes</p>
--	--	--

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Board Meeting
Wednesday, February 3, 2010, 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met on Wednesday, February 3, 2010 at 7:00 p.m. Present were Chair DuBois, Vice-Chair Carey, Board Members Daly, Francois, Osterman, Rumsey, Suiter, Executive Director Maria Davis, and Agency Clerk Vivian Lemley.

Chair DuBois led the Pledge of Allegiance.
 Agency Clerk Vivian Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA
 None.

Motion: A motion was made by Board Member Daly to approve the agenda; Board Member Francois made the second.

Vote on Motion:

Board Member	Present	Absent	Other
Board Member Ed Daly	X		
Board Member Christiane Francois	X		
Board Member Patricia Osterman	X		
Board Member Kendall Rumsey	X		
Board Member Michelle Suiter	X		
Vice-Chair Jeff Carey	X		
Chair Desca DuBois	X		

Motion passed 7-0

Consent Agenda

1. Renewal of Intergovernmental Consultant Agreement

Motion: A motion was made by Vice-Chair Carey to approve the Consent Agenda; Board Member Francois made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Ed Daly	X		
Board Member Christiane Francois	X		
Board Member Patricia Osterman	X		
Board Member Kendall Rumsey	X		
Board Member Michelle Suiter	X		
Vice-Chair Jeff Carey	X		
Chair Desca DuBois	X		

Motion passed 7-0

Discussion and Possible Action

Business Grant Request for Los Burritos

Executive Director Davis explained the process Los Burritos took to apply for the Business Grant. She stated that this is the first recruited restaurant on Park Avenue. She welcomed Los Burritos to the CRA.

Board Member Francois asked if the grant would be strictly for equipment.

Executive Director Davis stated that it was only for equipment.

Motion: A motion was made by Board Member Osterman to approve the Business Grant Request for Los Burritos; Board Member Rumsey made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Ed Daly	X		
Board Member Christiane Francois	X		
Board Member Patricia Osterman	X		
Board Member Kendall Rumsey	X		

Board Member Michelle Suiter	X		
Vice-Chair Jeff Carey	X		
Chair Desca DuBois	X		

Motion passed 7-0

Los Burritos Business Owner Irma Vicuna thanked the Board for the opportunity and stated that the restaurant opened four years ago and she hoped to see the restaurant grow with Lake Park.

Business Loan Request for Centered LLC

Executive Director Davis explained that the business owner is requesting a business loan program for the Pilates Studio on Park Avenue.

Board Member Rumsey stated that the grand opening they had was amazing. He stated that both of these tenants had signed long term leases on Park Avenue, which makes the Town very happy. Board Member Rumsey stated that the first business is always the hardest to get into an area and Economic Development Director Jennifer Spicer got the first two, which is wonderful.

Chair DuBois stated that in last week's Palm Beach Post in the "Notables" section on the calendar of events, the grand opening was mentioned. She also mentioned that NBC on the Making a Difference segment ran a piece on how the money that was raised for the grand opening was donated for kids to go to camp.

Board Member Francois wished them good luck and welcomed them to the Town.

Motion: A motion was made by Board Member Rumsey to approve the Business Loan Request for Centered LLC; Board Member Osterman made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Ed Daly	X		
Board Member Christiane Francois	X		
Board Member Patricia Osterman	X		
Board Member Kendall Rumsey	X		
Board Member Michelle Suiter	X		
Vice-Chair			

Jeff Carey	X		
Chair Desca DuBois	X		

Motion passed 7-0

Business owner for Centered LLC Shawney Jenson thanked the Board and stated that she hopes that the business can make a difference to the Town.

Board Member Comments

Board Member Suiter stated that the Town is off to a great New Year

Board Member Rumsey

No comments

Vice-Chair Carey

No comments

Chair DuBois

No comments

Board Member Daly

No comments

Board Member Osterman suggested that new businesses be invited to a meeting so that they can introduce themselves, the business, and answer questions about their business to the Town. She stated that she always uses a Lake Park business before any other and would like to provide a new business the free publicity by speaking at a meeting. The invitation should be part of the business application process so that businesses are made aware that they can introduce themselves.

Board Member Francois

No comments

Executive Director Davis provided an update on the Art Co-op stating that the building is at the point where the utilities will begin to get installed. She indicated that the roofing will begin Monday, February 8.

She explained that the Town Green will not be green because weed killer had been put down so the grass will die. She indicated that the area will be graded and they will be installing new sod afterwards.

ADJOURNMENT

There being no further business to come before the Board and after a motion to adjourn by Board Member Rumsey and seconded by Board Member Osterman, and by unanimous vote, the meeting adjourned at 7:11 p.m.

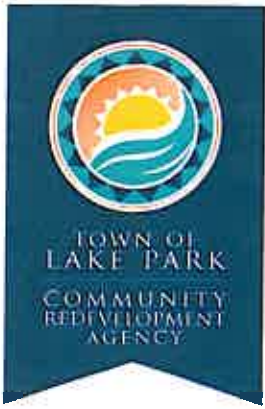
Chair Desca DuBois

Agency Clerk, Vivian Lemley

Town Seal

Approved on this _____ of _____, 2010

TAB 2



**CRA
Agenda Request Form**

Meeting Date: 2/17/10

Agenda Item No. 2

- | | | | |
|-------------------------------------|---------------------------------|--------------------------|---------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input type="checkbox"/> | Bid RFP/Award |
| <input checked="" type="checkbox"/> | General Approval of Item | <input type="checkbox"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: Lease and License agreements for the Art Studio Coop

RECOMMENDED MOTION/ACTION: Approval

Approved by Executive Director *W. Lewis* Date: *2/10/10*

Prepared By: Patrick Sullivan, CDD <i>MS</i> <i>2/9/10</i>	Costs: \$ Funding Source: Acct. #	Attachments: Lease License Agreement
--	--	---

Summary Explanation/Background: Seeking approval of two documents for the Art Studio. The first document is the lease for the individual work spaces in the studio. The spaces average about 80 sq ft each. Attached to the lease is a set of regulations that the tenants must follow.

The second document is a license with the CRA to display art work in the center communal space of the studio. Regulations that pertain only to the display space are part of this license.

The lease and license have been reviewed by the Town Attorney for legal sufficiency. Please review the attached documents for specifics.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the License") is entered into as of this ____ day of _____ 20__ (the Effective Date), by and between the Town of Lake Park Community Development Agency (CRA) and _____ (User)

IN CONSIDERATION of the mutual covenants hereinafter contained, and each act performed hereunder the parties agree:

WHEREAS, the CRA owns certain property as more particularly described as 800 Park Avenue KELSEY CITY LTS 1 & 2 BLK 6 (the Property), and the User leases certain space (the Display Area) within the Property known as The ART ON PARK STUDIO AND GALLERY located at 800 Park Avenue, Lake Park, Florida 33403 (the Building).

WHEREAS, User desires to use The Display Area pursuant to the terms of this License and the Rules & Regulations more particularly described in Exhibit B attached hereto and are hereby made a part of this Lease.

WHEREAS, it is intended that the relationship of landlord and tenant shall not exist between CRA and User with respect to the Display Area.

1. Term. CRA grants to User a license to use, from time to time, a portion of the Display Area to display User's art work.
2. License Fee. User and CRA agree that the consideration of this License shall be the Lease that User has executed with CRA. Accordingly, no additional rental fee shall be required for this License.
3. Maintenance. User shall maintain and keep that portion of the Display Area where User displays its art work in a safe condition throughout the duration of this License.
4. Acceptance of the Display Area "As Is". CRA makes no warranties or representations of any kind or character, express or implied, with respect to the Display Area, or its physical condition. CRA and User agree that the User may use the Display Area, but does so "As Is, Where Is, With All Faults."
5. Indemnity. User agrees to indemnify, defend and hold harmless the CRA and the Town of Lake Park and the CRA's and Town employees, elected officials, consultants and agents from and against all claims, causes of action, liabilities, judgments, damages, losses, costs and expenses, including reasonable attorneys' fees incurred or suffered by User's use of the Display Area, or any acts, omissions, neglect or fault of User or any of User's, partners, employees, licensees, agents, guests, or invitees associated with its use of the Display Area..

6. Assignment. User shall not assign the License without CRA's prior written consent which may be withheld in CRA's sole discretion.
7. CRA may revoke this License at any time by giving the User written notice of same. Upon any revocation of this License by the CRA, User agrees to immediately remove any art or other materials displayed within the Display Area pursuant to this License.

IN WITNESS WHEREOF, CRA and User have caused this License to be signed as of the date and year first above written.

WITNESSES:

Print name: _____

Print name: _____

TOWN OF LAKE PARK CRA:

By: _____

WITNESSES:

Print name: _____

Print name: _____

USER:

By: _____

Exhibit B.

Town of Lake Park Florida Community Redevelopment Agency THE ART ON PARK STUDIO & GALLERY REGULATIONS

This Exhibit is part of the License dated _____ for the rental of display space in that certain Property known as: The ART ON PARK STUDIO. Between the Town of Lake Park Community Redevelopment Agency (CRA) _____ (Tenant.) Display space rate is _____ per sq ft. Tenant hereby agrees to adhere to the Art Studio & Gallery Rules and Regulations.

GENERAL RULES AND REGULATIONS

- Artists are responsible to collect and report the appropriate sales tax where applicable.
- All work must be created by the artist.
- Building access is during operating hours unless otherwise approved.
- Title cards, price tags, signage, website representation, handout materials, and some advertising are provided by Lake Park CRA, along with a paid, on-site manager, who also handles scheduling, displays, bookkeeping and credit card merchant services.
- All fees must be paid before any artwork will be displayed.
- All artists must have a bio on file at the reception desk and business cards with artwork.
- Visitor sign-in book is located at the reception desk.
- CRA carries personal liability insurance in the gallery, but artists are responsible for insuring their own artwork or assuming the liability including theft.
- Studio and display artist members must be willing to attend a monthly business meeting, be an active member on at least one committee, and work three 4-hour shifts per month in the gallery. It is the artist's responsibility to find a member replacement if unable to work designated shift.
- Refundable \$15 key deposit and \$30 work deposit, which will be forfeited if artist fails to work assigned gallery shift and does not provide a replacement.
- Rent is due and payable on the 1st day of each month. If rent is not received by the 5th day of the month, a 10% late fee will be charged. If rent is late more than three times in 12 months, lease may be terminated.
- Pornography, obscene images and art depicting violence of any kind are strictly prohibited.
- Smoking is strictly prohibited inside the studio & gallery or in outside common areas.

INVENTORY CONTROL

- All artists must maintain an inventory sheet of all work displayed in gallery, which will be kept at the reception desk.

- Tags are available for each piece of art and include artist's name, inventory number and price.
- Artwork may be changed every 3 months on a specified date, but MUST be changed every 6 months to create interest and promote return gallery visits.
- No artwork may be removed from the gallery at any time other than the change-out date unless sold by the gallery, nor may prices be changed. Sold artwork may be replaced and new work by studio artists are allowed if displayed in their studio area.

FEES AND COMMISSIONS

- All artists are required to be members of the Art On Park Studio & Gallery and pay \$55 in annual dues.
- All sale proceeds and commissions are paid on a monthly basis at the end of each month.
- All artists as members of the Art Studio & Gallery must pay a commission on each sale as set forth below.
- 80% of sales generated through the gallery are paid to the artist, if sold by the artist. 20% is paid to the Art Studio & Gallery.
- 70% of sales are paid to artist if not sold by artist. 10% is paid to the Art Studio & Gallery member working in the gallery at the time of sale and 20% is paid to the Art studio & Gallery.

LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the Lease), entered into this ___ day of _____, 2010, between the TOWN OF LAKE PARK Community Redevelopment Agency (CRA), whose address is 535 Park Ave, Lake Park, FL 33403, (hereinafter Landlord) and _____ (hereinafter Tenant)

In consideration of the covenants and agreements recited herein below the Landlord hereby rents to Tenant the studio space at 800 Park Avenue, Lake Park, Florida, 33403 (the Premises)

1. The Premises is to be used as a working artist's studio and for no other purposes or uses.
2. The Premises is to be leased for a _____ term. The term shall begin the _____ day of _____, 2010, and end on _____.
3. The rent during the term shall be \$_____per sq ft, plus sales tax (if applicable) per month. Rent is due on the first of the month. In the event payment of rent is not received by the 5th day of any month during the term, Tenant shall be assessed and shall pay a late fee of 10% of the monthly amount due. All rental payments shall be made to Landlord at the address specified above.
4. Tenant accepts the space "as is, where is" with no additions or alteration by the Landlord. Landlord agrees to lease to Tenant a total of approximately _____ square feet.
5. Tenant shall have access from 6:00am to 12:00am. Landlord shall have 24 hour access to all common areas.
6. At the end of the term, the parties may agree to exercise mutual options to renew the Lease for an additional term, or for such modified term to which the parties mutually agree to. If renewed the rent shall be for a mutually agreed to monthly amount.
7. The Tenant shall not assign the Lease, nor sub-let the Premises, or any part thereof nor use the same, or any part thereof without the written consent of the Landlord,

8. All personal property placed or moved into the Premises above described shall be at the risk of the Tenant or owner thereof, and Landlord shall not be liable for any damage to said personal property, or the Tenant arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever. Tenant acknowledges that the Landlord does not maintain insurance for the benefit of its Tenants' personal property.
9. The Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County, and Town Governments and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires.
10. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of the Lease, whereby the same shall be rendered in the opinion of the Landlord untenable, then the Landlord shall have the right to render said Premises tenantable by repairs within 90 days there from. If said Premises are not in the opinion of the Landlord rendered tenantable within said time, either party may cancel the Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be in writing.
11. The prompt payment of the rent for the Premises upon the dates named, and the faithful observance of any rules and regulations which may be made by the Landlord, are the conditions upon which the Lease is made and accepted and any failure on the part of the Tenant to comply with the terms of the Lease, or any of said rules and regulations which may be hereafter prescribed by the Landlord, shall at the option of the Landlord, work a forfeiture of the Lease, and all of the rights of the Tenant hereunder.
12. If the Tenant shall abandon or vacate the Premises on or before the expiration of the term, the Landlord may enter the Premises without notice and without being liable in any way therefore, and relet the Premises with or without any furniture or personal property that may be, therein, as the agent for the Tenant, at such price and upon such terms and for such duration of term as the Landlord

may determine, and receive the rent therefore, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Landlord over and above the expenses to Landlord in such releasing, the said Tenant shall pay any deficiency, and if more than the full rental is realized Landlord will pay over to said Tenant the excess of demand.

13. The Tenant hereby pledges and assigns to the Landlord all personal property, including, but not limited to, the furniture, fixtures, goods and chattels of Tenant, which shall or may be brought or put on the Premises as security for the payment of the rent, and Tenant agrees that a lien against same may be enforced by distress foreclosure or otherwise at the election of the Landlord.
14. It is hereby agreed between the parties that in the event the Landlord decides to remodel, alter or demolish all or any part of the Premises leased hereunder, or in the event of the sale or long term Lease of all or any part of the premises; requiring this space, the Tenant shall vacate the Premises upon 30 days advance written notice and the return of any advance rental and/or security deposit. It is furthered agreed between the parties that should any of these events occur Tenant may elect to cancel the Lease upon 30 days advance written notice to Landlord.
15. The Landlord, or any of his agents, shall have the right to enter the Premises during all reasonable hours, to examine the same, to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation of the Premises, and to put or keep upon the doors or windows thereof a notice "For Rent" at any time within 30 days before the expiration of the Lease. The right of entry shall likewise exist for the purpose of removing place cards, signs, fixtures, alterations, or additions, which do not conform to the Lease, or to any written rules and regulations pertaining to the Premises.
16. Landlord hereby acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times, maintain the premise in good and safe condition. Tenant shall surrender the Premises in the condition they are in at the beginning of the first term of the Lease and shall maintain the Premises in the same condition, order and repair as

they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof, and to make good to said Landlord immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of the Tenant.

17. The Lease shall bind the parties and their assigns or successors, heirs, personal representatives.
18. It is understood and agreed between the parties that the written notice via certified mail or hand delivered to the parties at their respective addresses referenced hereinabove shall constitute sufficient notice for the receiving party to comply with any of the terms of the Lease.
19. The rights of the Landlord under the foregoing shall be cumulative, and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.
20. It is further understood and agreed between the parties hereto that any charges against the Tenant by the Landlord for service or for work done on the premises by order of the Tenant or otherwise accruing under this Lease shall be considered as rent due and shall be included in any lien for rent due and unpaid.
21. It is hereby agreed by the parties that any signs or advertising to be used, in connection with the Premises leased hereunder shall be first submitted to the Landlord for approval before installation of same.
22. **RADON GAS NOTIFICATION:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from the Palm Beach County Public Health unit.
23. The Lease shall be construed in accordance with the laws of Florida. Venue for any action by either party to enforce the terms of the Lease shall be in Palm Beach County.

- 24. In the event either party shall be required to enforce the terms of the Lease, the prevailing party shall be entitled to recover its costs and attorney's fees.
- 25. The Rules & Regulations more particularly described in Exhibit A attached hereto shall be and are hereby made a part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written.

WITNESSES:

Print name: _____

Print name: _____

WITNESSES:

Print name: _____

Print name: _____

TOWN OF LAKE PARK CRA:

By: _____

USER:

By: _____

Approved as to Form and Legal Sufficiency

Exhibit A.

Town of Lake Park Community Redevelopment Agency THE ART ON PARK STUDIO & GALLERY REGULATIONS

This Exhibit is part of the Agreement with the lease dated _____ for the rental of space in that certain Property known as: The ART ON PARK STUDIO. Between the Town of Lake Park Community Redevelopment Agency (CRA) and _____ (Tenant.) Tenant hereby agrees to adhere to the Art Studio & Gallery Rules and Regulations.

GENERAL RULES AND REGULATIONS

- All Tenants must maintain a neat working environment and are required to keep their area clean and free of hazards. ALL TRASH MUST BE REMOVED FROM TENANTS SPACE EACH DAY.
- Tenants may not place items for display or sale out of their designated area or in any walkway or path. Aisle, walkways and paths are to be kept clear for Customer traffic at all times.
- Tenants will conduct themselves in a professional, courteous manner at all times.
- Tenant agrees to indemnify and hold the Art Studio harmless against all claims for injury and damage to persons and/or property arising from or in any way related to Tenants rental of space from the CRA. Tenant assumes all risk and liability for injury, damage or loss due to theft, accident or negligence. Tenant is responsible to carry the appropriate insurance for their business.
- Tenants are responsible to collect and report the appropriate sales tax where applicable.
- Tenants at no time may sub-let or sub-divide rental space without express written consent from the CRA.
- Tenants may not permit their children to be about the Studio property unsupervised.
- Tenants are not permitted to have animals of any type (excludes personal assistance animals) with them on Art Studio Property.
- All work must be created by applicant.
- Building access is from 6:00 a.m. – midnight with manager approval.
- Title cards, price tags, signage, website representation, handout materials, and some advertising are provided by Lake Park CRA, along with a paid, on-site manager, who also handles scheduling, displays, bookkeeping and credit card merchant services.
- All fees must be paid before any artwork will be displayed.
- All artists must have a bio on file at the reception desk and business cards with artwork.
- All artists are responsible for providing their own displays, cases, supplies and means of displaying works.

- Visitor sign-in book is located at the reception desk.
- CRA carries personal liability insurance in the gallery, but artists are responsible for insuring their own artwork or assuming the liability including theft.
- Studio and display artist members must be willing to attend the monthly business meeting, be an active member on at least one committee, and work three 4-hour shifts per month in the gallery. It is the artist's responsibility to find a replacement if unable to work designated shift.
- Studio Artist – must also work actively in their studio spaces during business hours on a weekly basis.
- Refundable \$15 key deposit and \$30 work deposit, which will be forfeited if artist fails to work assigned gallery shift and does not provide a replacement.
- Rent is due and payable on the 1st day of each month. If rent is not received by the 5th day of the month, a 10% late fee will be charged. If rent is late more than three times in 12 months, lease may be terminated.
- Pornography, obscene images and art depicting violence of any kind are strictly prohibited.
- Smoking is strictly prohibited inside the Co-Op or in outside common areas.

INVENTORY CONTROL

- All artists must maintain an inventory sheet of all work displayed in studio, which will be kept at the reception desk.
- Tags are available for each piece of art and include artist's name, inventory number and price.
- Artwork may be changed every 3 months on a specified date, but MUST be changed every 6 months to create interest and promote return gallery visits.
- No artwork may be removed from the studio at any time other than the change-out date unless sold by the gallery, nor may prices be changed. Sold artwork may be replaced and new work by studio artists are allowed if displayed in their studio area.
- Prints and reproductions are allowed if properly marked and sold in print bins only and a maximum of 25 greeting cards per artist.

FEES AND COMMISSIONS

- All tenants and artists are required to be members of the Art On Park Studio Co-Op and pay \$55 in annual dues.
- All sale proceeds and commissions are paid on a monthly basis at the end of each month.
- All tenants as members of the Art Studio & Gallery and must pay a commission on each sale as set forth below.
- 80% of sales generated through the gallery are paid to the artist, if sold by the artist. 20% is paid to the Art Studio & Gallery.
- 70% of sales are paid to artist if not sold by artist. 10% is paid to the Art Studio & Gallery member working in the gallery at the time of sale and 20% is paid to the Art Studio & Gallery.