



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 133-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE ARTS COUNCIL, INC. FOR THE PROPERTY LOCATED AT 80 SE OCEAN BOULEVARD KNOWN AS THE "OLD MARTIN COUNTY COURTHOUSE" AND "THE CULTURAL ART CENTER" FOR THE PURPOSE OF OPERATING A FINE ART MUSEUM AND GALLERY; PROVIDING FOR EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: The City Commission hereby authorizes the Mayor and City Clerk to execute a five (5) year lease agreement (with two option terms = 15 years total) between the City of Stuart and The Arts Council, Inc. for the property located at 80 SE Ocean Boulevard known as the "Old Martin County Courthouse" and "The Cultural Art Center" for the purpose of operating a fine art museum and gallery. A copy of the Lease Agreement is attached hereto as Exhibit "A."

SECTION 4: This resolution shall take effect upon adoption

RESOLUTION 133-08
ARTS COUNCIL LEASE

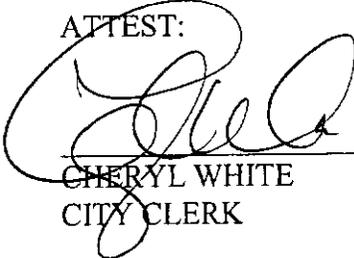
Commissioner Mortell offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Hutchinson and upon being put to a roll call vote, was as follows.

JEFFREY KRAUSKOPF, MAYOR
JAMES CHRISTIE, VICE MAYOR
MARY L. HUTCHINSON, COMMISSIONER
MIKE MORTELL, COMMISSIONER
CAROL WAXLER COMMISSIONER

YES	NO	ABSENT
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✓		
✓		
✓		
✓		

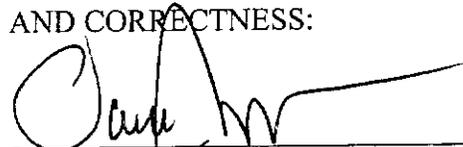
ADOPTED this 24th day of November 2008.

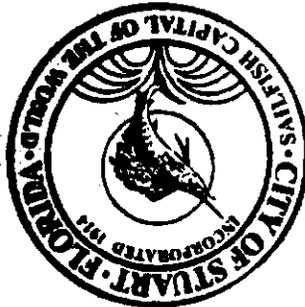
ATTEST:


CHERYL WHITE
CITY CLERK


JEFFREYA KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
CITY ATTORNEY



1 **LEASE AGREEMENT**

2 (5 years + 2 options @ \$10 annual, w/o utilities)

3
4 This LEASE AGREEMENT, hereinafter "Lease," made and entered into this
5 ^{24th} day of November, 2008, by and between the CITY OF STUART, FLORIDA, a
6 municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida
7 34994, hereinafter the "Lessor," and THE ARTS COUNCIL, INC., a Florida not for profit
8 corporation, 80 S.E. Ocean Boulevard, Stuart, FL, 34994, hereinafter the "Lessee."

9
10 **WITNESSETH:**

11
12 The Lessor and the Lessee do hereby agree as follows:

13
14 1. DESCRIPTION OF LEASEHOLD PREMISES. Lessor leases to Lessee and Lessee
15 hires from Lessor, for the purpose of operating a FINE ART MUSEUM AND GALLERY
16 AND HOUSE THE ADMINISTRATIVE OFFICES OF THE ARTS COUNCIL, open to the
17 general public, and offices, that certain building and area surrounding the building,
18 variously known as the "old Martin County Courthouse" and "the Cultural Arts Center,"
19 located at 80 SE Ocean Boulevard, Stuart, Florida, and further described in the drawing
20 attached hereto as **Exhibit "A,"** hereinafter the "Leasehold Premises" and "Leasehold."
21 The Leasehold Premises do not include any other land, buildings or area, whatsoever.

22
23 2. USE The Leasehold Premises may be used by the Lessee or Lessee's invitees for
24 any of the following purposes: civic, cultural, educational and social uses permitted
25 herunder: cultural arts activities, including use as an arts information center and arts
26 displays, seminars, and workshops; and public exhibits and meeting rooms, for the use
27 of arts organizations, cultural and civic groups, community groups, charitable
28 organizations, receptions, art displays, film presentations, music recitals and rotating
29 exhibitions. The above uses are examples only, and shall not be construed as a
30 limitation on the lawful use of the Leasehold Premises in furtherance of the cultural arts
31 mission of the Lessee.

32
33 3. TERM. The Lessee has plans to make significant capital improvements during the
34 first term of this Lease, including new impact glass windows, new flooring, and an
35 elevator. In recognition therefor, the term of this Lease shall commence on the date first
36 written above, and shall extend through September 30, 2013, hereinafter the "Lease
37 Term." Assuming Lessee is in good standing concerning this Lease, the Lessee shall
38 have the option to extend this lease for an additional two terms of five (5) years each,
39 upon giving written notice to Lessor not less than sixty (60) days prior to the expiration
40 of the original lease term. These terms, including both the original and optional terms,
41 are subject to the Lessor's ability to maintain, by Interlocal Agreement, the use of the
42 Leasehold Premises from Martin County. In the event that the existing Interlocal
43 Agreement is terminated by Martin County, this Lease Agreement shall terminate not
44 later than said Interlocal Agreement.
45

**LEASE AGREEMENT
CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

1 4. RENT. The rent for the use of the Leasehold during all Lease Terms as provided
2 herein shall be \$10.00 annually, to be paid on the first day of October of each year, in
3 advance beginning with October 1, 2008.

4
5 5. LESSOR'S OBLIGATIONS. Lessor shall have the obligation to do the following:

- 6
7 A. Provide and pay for all repairs and maintenance to the outside of the
8 building and premises, including the roof, windows and grounds. The
9 lessor's maintenance shall also specifically include the paving, curbing
10 and repair of all sidewalks, parking areas, driveways and grounds. The
11 City shall provide for pest control service as may be required.
- 12
13 B. Lessor shall make waste receptacles available for the use of the Lessee.
- 14
15 C. Lessor shall be responsible for all maintenance required due to the status
16 of the building on the "National Register of Historic Places."

17
18 6. LESSEE'S OBLIGATIONS. Lessee shall have the obligation to do the following:

- 19
20 A. Provide and pay for all repairs and maintenance to the inside of the
21 building and premises, including the air conditioning, plumbing, electrical
22 and other mechanical systems, except that the Lessor shall be
23 responsible for repairs to the building excluding those that the Lessee may
24 elect to renovate for their own purposes, that exceed a cost of \$500. In
25 the event of an emergency, the Lessee shall promptly notify the City of
26 such and may immediately undertake the needed repair work as is
27 necessary under the circumstances.
- 28
29 B. Provide and pay for all utilities, including electric, telephone, Internet, city
30 water, sewer and solid waste removal services.
- 31
32 C. Alcoholic beverages may be consumed, but not sold, on the Leasehold
33 Premises during its use by the Lessee, unless otherwise licensed to do so,
34 on a temporary basis, by the State of Florida.
- 35
36 D. Keep and maintain throughout the term of this Lease, without any expense
37 to Lessor, the Leasehold Premises in good, sanitary, and neat order,
38 condition and repair.
- 39
40 E. Lessee shall comply with and abide by all federal, state, county, municipal,
41 and other governmental statutes, ordinances, laws, and regulations
42 affecting the Leasehold, the improvements on the Leasehold, or any
43 activity or condition on or in the Leasehold.
- 44

**LEASE AGREEMENT
CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

1 F. Construct signage that will comply with the City sign regulations. All
2 signage constructed or placed by Lessee shall be first approved by the
3 City Manager.
4

5 7. WARRANTIES OF TITLE AND QUIET POSSESSION. Lessor covenants that
6 Lessor is seized of the Leasehold in fee simple and has full right to make this Lease and
7 that Lessee shall have quiet and peaceable possession of the Leasehold Premises
8 during the term of the Lease. Lessee's use of the Leasehold is nonetheless a "public
9 use" provided by a private entity.

10
11 8. LESSOR'S RIGHT OF ENTRY. Lessee shall permit Lessor and the agents and
12 employees of Lessor to enter the Leasehold Premises at all reasonable times for the
13 purpose of inspecting them.
14

15 9. SUBLETTING AND ASSIGNMENT. Lessee may not sublet the Leasehold or assign
16 the Lease in whole or in part, without the express written consent of the City. Lessee
17 may sublease all or part of the Leasehold Premises for its temporary use for commercial
18 or non-commercial exhibits, parties, weddings, and the like, without obtaining the
19 Lessor's prior permission or consent. The lessee shall be allowed to charge fees to use
20 the facility, including, but not limited to contracts for periodic use by civic organizations
21 and/or non profit organizations.
22

23 10. NOTICES. All notices, demands, or other writings in this Lease provided to be
24 given or made or sent, or which may be given or made or sent, by either party to this
25 Lease to the other, shall be deemed to have been fully given or when either hand
26 delivered to the offices of or made in writing and deposited in the United States Certified
27 Mail, and postage prepaid, and properly addressed to:

28
29 to the Lessor: Dan Hudson, City Manager
30 121 SW Flagler Avenue
31 Stuart, FL 34994
32

33 to the Lessee: Nancy K. Turrell, Executive Director
34 80 SE Ocean Boulevard
35 Stuart, FL 34994
36

37 11. TAXES AND ASSESSMENTS. In the event ad valorem taxes are levied upon the
38 Leasehold Premises as a result of the occupancy and activities of the Lessee
39 hereunder, Lessee, as additional rent under this Lease, shall pay and discharge said ad
40 valorem taxes as they become due, promptly and before delinquency.
41

42 12. LIENS. Lessee shall keep all of the Leasehold free and clear of any and all liens for
43 or arising out of or in connection with work or labor done, services performed, or
44 materials or appliances used or furnished for or in connection with any operations of

**LEASE AGREEMENT
CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

1 Lessee, any alteration, improvement, or repairs or additions which Lessee may make or
2 permit or cause to be made, or any work or construction, by, for, or permitted by Lessee
3 on or about the Leasehold, or any obligations of any kind incurred by Lessee. Lessee
4 shall at all times promptly and fully pay and discharge any and all claims on which any
5 lien may or could be based, and shall indemnify Lessor and all of the premises and all
6 buildings and improvements on the premises against all liens and claims of liens and
7 suits or other proceedings pertaining to those liens.

8
9 **13. INDEMNIFICATION OF LESSOR.** Lessor shall not be liable for any loss, injury,
10 death, or damage to persons or property which at any time may be suffered or
11 sustained by Lessee or by any person who may at any time be using or occupying or
12 visiting the Leasehold Premises or be in, on, or about the Leasehold Premises, whether
13 the loss, injury, death, or damage shall be caused by or in any way result from or arise
14 out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor,
15 or user of any portion of the Leasehold Premises, or shall result from or be caused by
16 any other matter or thing. Lessee shall indemnify Lessor to the extent of its required
17 insurance coverage, against all claims, liability, loss, or damage whatsoever on account
18 of any such loss, injury, death, or damage. The foregoing indemnification shall not
19 apply to loss, injury, death, or damage arising by reason of the negligence or
20 misconduct of the Lessor, its agents, or employees. This indemnification shall be
21 insured, at all times during this Lease, by the Lessee, in amounts provided in Section
22 16. below, failing which this Lease shall be automatically terminated without further
23 action by the Lessor.

24
25 **15. REDELIVERY OF PREMISES.** Lessee shall pay the rent and all other sums
26 required to be paid by Lessee under this Lease in the amounts, at the times, and in the
27 manner provided in this Lease, and shall keep and perform all the terms and conditions
28 of this Lease on its part to be kept and performed, and at the expiration or sooner
29 termination of this Lease, Lessee shall peaceably and quietly quit and surrender the
30 premises to Lessor in good order and condition. In the event of the non-performance by
31 Lessee of any of the covenants that Lessee has undertaken, this Lease may be
32 terminated as provided in this Lease.

33
34 **16. INSURANCE.** Lessee shall maintain in effect throughout the term of this Lease
35 personal injury liability insurance covering the Leasehold and the operations of the
36 business in the amount of \$1,000,000 for injury to or death of any one person, and
37 \$1,000,000 for injury to or death of any number of persons in one occurrence, and
38 property damage liability insurance in the amount of \$50,000. The insurance shall
39 specifically insure Lessee against all contractual liability assumed by it under this Lease
40 (paragraph 13 above), as well as liability imposed by law, and shall insure both Lessor
41 and Lessee.

42
43 **17. NOTICE OF DEFAULT.** For any material breach of this Lease, except for the failure
44 to pay the rent when due, or failure to maintain the required insurance coverages, the

**LEASE AGREEMENT
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1 Lessee shall not be deemed to be in default under this Lease unless Lessor shall first
2 give to Lessee 20 days written notice of the default and Lessee fails to cure the default
3 within 20 days, thereafter. Rent shall be due and shall become delinquent without
4 notice thereof given by Lessor to Lessee.

5
6 18. DEFAULT. In the event of any material breach of this Lease by Lessee, and
7 following notice as required herein, if any is required, Lessor, in addition to the other
8 rights or remedies it may have, shall have the immediate right of reentry and may
9 remove the Lessee and all invited or uninvited persons and property from the
10 Leasehold. Such property may be removed and stored in a public warehouse or
11 elsewhere at the cost of, and for the account of Lessee.

12
13 19. WAIVER. The failure of either party to take action with respect to any breach of any
14 term, covenant, or condition contained in this Lease shall not be deemed to be a waiver
15 of such term, covenant, or condition, or subsequent breach, or of any other term,
16 covenant, or condition contained in the Lease. The subsequent acceptance of rent
17 under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach
18 by Lessee of any term, covenant, or condition of this Lease, other than the failure of
19 Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the
20 preceding breach at the time of acceptance of rent.

21
22 20. MISCELLANEOUS. The Lease embodies the entire understanding and agreement
23 of the parties concerning the use of the Leasehold by the Lessee. The Lessee shall not
24 rely upon any prior written agreement or any oral agreement concerning the use of the
25 Leasehold. No modification or amendment to this Lease shall be valid, unless the same
26 shall be in writing and signed by the authorized representative of each party. In the
27 event that it becomes necessary to use legal process to enforce any terms of the Lease,
28 the prevailing party shall be entitled to reasonable attorneys fees and costs, at all levels
29 of litigation.

30
31 IN WITNESS WHEREOF, the parties have respectively signed and sealed this
32 Lease the days and year written below.

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34 LESSOR:

35 CITY OF STUART, FLORIDA

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37 ATTEST:

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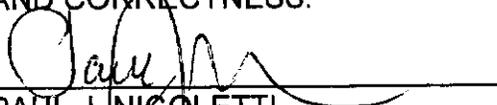
CHERYL WHITE
CITY CLERK



FREY A. KRAUSKOPF
MAYOR

LEASE AGREEMENT
CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.

1 APPROVED AS TO FORM
2 AND CORRECTNESS:

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4 _____

5 PAUL J. NICOLETTI
6 CITY ATTORNEY

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LESSEE:

THE ARTS COUNCIL, INC.

ATTEST:

14 
15 _____
16 SECRETARY


JEANETTE MUELLER
CHAIR

7

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

MEETING DATE: NOVEMBER 24, 2008

Prepared by: Mary Nash

Resolution No. 133-08

TITLE OF ITEM:

Summary Explanation/Background Information on Agenda Request:

See attached Resolution 133-08 and Lease Agreement between the City and The Arts Council, Inc.

Recommended Action:

Motion to adopt Resolution 133-08.



Paul Nicoletti
City Attorney

11-18-08

Date



Dan Hudson
City Manager

11/18/08

Date

White, Cherie

From: Nancy Turrell [nturrell@martinarts.org]
Sent: Thursday, May 20, 2004 3:33 PM
To: White, Cherie
Subject: Update information for Martin County Council for the Arts

Nancy K. Turrell, Executive Director replacing Mary Shaw (effective April 1, 1999)

Also, effective last October (2003), Martin County Council for the Arts changed our corporation name to The Arts Council, Inc.

Thank you. I believe all other information is still accurate.

Nancy

***The Arts Council, Inc. serving Stuart & Martin County
80 East Ocean Boulevard
Stuart, FL 34994
(772)287-6676 fax 288-5301***

www.martinarts.org

5/20/2004

City of Stuart



Sailfish Capital of the World
BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 85-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING AN EXTENSION OF THE LEASE OF BETWEEN THE CITY AND THE MARTIN COUNTY COUNCIL FOR THE ARTS, INC. OF THE "OLD MARTIN COUNTY COURTHOUSE" AT 80 EAST OCEAN BOULEVARD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

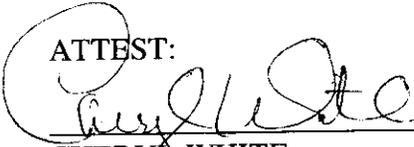
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission hereby approves a two-year extension of that certain January 25, 1999 lease between the City and the Martin County Council for the Arts, Inc. of the "Old Martin County Courthouse" at 80 East Ocean Boulevard in the City. A copy of the 1999 lease is attached hereto as "Attachment A." This extension is subject to a like extension of the October 10, 1989 lease of this property between the Board of County Commissioners of Martin County and the City.

SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 10th day of May, 2004.

ATTEST:

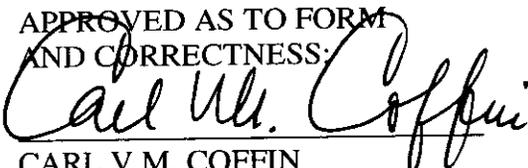


CHERYL WHITE
CITY CLERK



JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



CARL V.M. COFFIN
CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is entered into this 25th day of January, 1999, by and between the City of Stuart, hereinafter called "CITY", and the Martin County Council for the Arts, Inc., a private, not-for-profit Florida corporation, 80 E. Ocean Boulevard, Stuart, Florida 34994, hereinafter called "MCCA".

FOR AND IN CONSIDERATION of the following terms, conditions and covenants the City and MCCA agree as follows:

1. The facility as used herein means the old Martin County Courthouse situated on the hereinafter described premises:

THE INTERIOR OF THE OLD MARTIN COUNTY COURTHOUSE BUILDING HEREINAFTER THE "COURTHOUSE" OR "FACILITY," AT 80 EAST OCEAN BOULEVARD IN THE CITY OF STUART, FLORIDA, AS DEPICTED ON THE ATTACHED SITE PLAN, EXHIBIT "A", WHICH IS ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

2. MCCA, in its role as "umbrella arts agency" in Martin County, agrees to organize, staff, and supervise a comprehensive program to establish the Courthouse as a Cultural Center offering those activities as typified by, but not limited to, those set forth by EXHIBIT "B" of the Interlocal Agreement, between the City and Martin County, Florida.

3. TERM:

The term of this agreement shall be for the period commencing on the date first above written and ending September 30, 2004. This term shall be subject to termination rights of the parties hereinafter expressed.

4. RENT:

The operation and management of the Facility programs for the general public by MCCA shall constitute consideration in lieu of rent for the term of this lease.

5. ANNUAL CASH FLOW REPORT REQUIRED:

Following each fiscal year of MCCA, MCCA shall not later than the ensuing April 15 provide a copy of a written financial report to the City showing actual user fees charged and collected, as well as

ATTACHMENT A

other monies derived from use of the Facility, during the prior fiscal year. Such reports shall also show expenditures made in the management and operation of the Facility.

6. INSPECTION OF RECORDS:

Notwithstanding the requirements of paragraph 5 above, City and MCCA agree that City shall have the right at all reasonable times to inspect the financial records of MCCA.

7. GENERAL SCHEDULE OF FACILITY USER FEES:

A general schedule of Facility user fees for the facility shall be provided to the City by MCCA. User fees shall be collected by MCCA.

8. MCCA'S EMPLOYEES:

Any and all agents, officers and employees of MCCA shall be solely representatives of MCCA and shall not be considered agents, officers or employees of the City.

9. ASSIGNMENT:

This agreement shall not be assigned by MCCA without the prior written consent of City. City acknowledges that appropriate use of facilities by other organizations and individuals will be a part of regular program and not subject to sub-lease provisions requiring City approval. Such use agreements must be in accordance with program activities of the Courthouse and in accordance with schedule of user fees.

10. CANCELLATION:

This agreement may be cancelled by either party after 60 days written notice is delivered to the other at addresses set forth below:

City:
City Manager
121 S.W. Flagler Avenue
Stuart, Florida 34994

MCCA:
Martin County Council for Arts
80 E. Ocean Boulevard
Stuart, Florida 34994

11. NONDISCRIMINATORY USES:

MCCA understands and agrees that uses to which the Facility shall be put shall be made available to the public without regard to age, sex, race, religion, or national origin.

12. INSURANCE:

Liability. MCCA hereby covenants and agrees that during the term of the agreement it shall save, hold, and keep harmless and indemnify the City against any and all claims, demands, penalties, judgments, court costs and attorneys fees awarded in connection with any injury to or death of any person or damage to property due to or arising out of MCCA negligence in management of program and premise within their control, or any part thereof or from the use of the premises by anyone occupying or using the same, or arising out of any activity of the user or due to the installation of any fixtures or equipment in or upon the Courthouse or which may be incurred by user of any default or failure of MCCA to comply in any respect with the provisions of this agreement.

MCCA agrees to provide and maintain at its own cost and expense, all insurance required in this agreement. MCCA shall provide to City prior to occupancy of the Facility, evidence of the following coverages:

a. Public Liability insurance in the form of a commercial general liability policy written on an occurrence basis and naming the City as an additional insured with a combined single limit of at least \$1,000,000 per occurrence for injury to an person, or persons, including death or personal injury. The policy shall include under Coverages A: premises/operations liability, products/completed operations liability, contractual liability, broad form property damage, host liquor liability, incidental malpractice, and legal liability written at a sub-limit of at least \$350,000.00. Coverage B shall include personal and advertising injury.

b. Worker's Compensation written in accordance with Florida Statute 440, Part A as it may be amended from time to time with statutory limits and employers liability coverage with a limit of liability of at least \$100,000.00.

c. Personal Property Insurance written on an all risk basis to insure the contents of the Facility under MCCA care, custody, and control on or within the Facility. In addition, any improvements installed by MCCA shall be insured. City shall be Additional Named Insured on the Commercial General Liability policy. All insurance companies providing the insurance under this agreement must be authorized to conduct business in the State of Florida by the Insurance Commissioner of the State of Florida. Such companies must have a general policyholders rating of "A or better" and a financial rating of "VI or better" according to the latest publication of the Best Key Rating Guide, published by A.M. Best, Inc. All insurance companies are subject to approval and may be rejected by the City without cause. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or limits except after 20 days prior written notice by certified mail, return receipt requested, has been given to City.

13. USE.

The uses to which the Facility may be put include, as per the Interlocal Agreement, but are not limited to the following:

- a. Cultural Arts Activities:
 - 1) Arts Information Center – Reception Desk
 - 2) Calendar of Arts Events
 - 3) Central Ticket Office for Arts Events
 - 4) Directory of artists and Arts Organizations
 - 5) Bulletin Board of Art Activities, and
 - 6) Arts Display, Seminars and Workshops
- b. Public Exhibit and Meeting Rooms:
 - 1) Arts organizations
 - 2) Cultural and Civic Groups, e.g., Main Street
 - 3) Community Groups, e.g., Historical Society
 - 4) Charitable Organizations

- 5) Receptions, e.g., Visiting Artists
- 6) Art Displays, e.g., High School Juries Art
- 7) Film and Slide Presentations, e.g., IRCC
- 8) Rotating Exhibits, e.g., Stuart Heritage, and
- 9) Small Music Recitals.

The Facility may be used for other appropriate civic, cultural, educational and social events which do not constitute illegal activities under the Stuart Code of Ordinances, the laws of Florida or the United States and which are not likely otherwise to do violence to the public health, safety and welfare of the citizens of the City of Stuart

The City and MCCA acknowledge that the uses of the Facility do not extend beyond the four walls of the Courthouse. MCCA is specifically not required to assume any responsibility for the use of the bandstand adjacent to the Facility.

14. LAWFUL USE:

MCCA shall keep the Courthouse in a neat and sanitary condition and shall not commit or suffer to be committed any waste nor maintain or permit to be maintained therein any public or private nuisance. MCCA shall not use, nor permit the Facility to be used, in whole or in part, for any purpose or use that is deemed to be in violation of any laws, ordinances, regulations or rules of any public authority at any time. A judgment of a court of competent jurisdiction or any admission by MCCA in action or proceeding against MCCA that MCCA has violated any such laws, ordinances, regulations, or rules in the use of such premises shall be deemed to be conclusive determination of that fact between City and MCCA.

15. ALTERATIONS AND LIENS:

MCCA shall not make or permit to be made any alterations, changes in or additions to the Facility without the prior written consent of City.

16. MAINTENANCE

A. **CITY MAINTENANCE:** The City covenants to maintain, at its cost and expense, the exterior structural and foundation specifically including the repair and replacement, if necessary, of the roof. For the purposes hereof, "major repairs" are agreed by the parties to be those repairs to the individual systems which are estimated to cost in excess of Five Hundred Dollars (\$500). The City's maintenance shall also specifically include the paving, curbing and repair of all sidewalks, parking areas, driveways and grounds. The City shall provide for pest control service as may be required.

B. **MCCA MAINTENANCE:** During its occupancy of the Facility, MCCA covenants to keep in good order and maintain the following: the interior portions of the building windows, the air conditioning, electrical and plumbing systems which maintenance shall include the non-major repairs to such systems, all external signage and lighting on the Courthouse, and MCCA shall cause all refuse and debris to be removed from the Facility by the City for the normal fee.

MCCA shall promptly notify the City of any needed repairs to the roof or of any major repairs to the Courthouse that are the responsibility of the City hereunder. The City shall thereafter promptly commence and diligently pursue such repair work. In the event that the City does not commence work on such repairs within twenty (20) days of receipt of notice of the need thereof and if the repair is more than Five Hundred Dollars (\$500), MCCA may elect to undertake such repairs and the City shall reimburse MCCA for the cost thereof. In the event of emergency, MCCA shall promptly notify the City of such and MCCA may immediately undertake the needed repair work as is necessary under the circumstances to those items which are considered to be the City's responsibility and the City shall, as soon as practical thereafter, commence its repair work. In the event of such emergency, MCCA shall be reimbursed for the cost of making such emergency repairs which actually would have been the responsibility of the City.

In the event that the City fails to complete its required emergency and non-emergency repairs within 90 days of receipt of notice, MCCA may terminate this Lease unless MCCA has elected to undertake such repairs as provided herein above.

C. UTILITIES: To a limit of \$5,000 per fiscal year, the City will pay the electric, water, sewer, solid waste, stormwater and telephone charges. The City will submit billings to MCCA for reimbursement of all telephone billings.

17. DELIVERY TO CITY UPON TERMINATION:

MCCA shall deliver up and surrender to the City possession of the Facility upon the expiration of this agreement or its earlier termination under the terms hereof. The Courthouse is to be in as good a condition and repair at the time of such surrender as at the commencement date of the term hereof, loss by fire, causality, act of God, and ordinary wear and tear excepted.

18. VACATING PREMISES FOR EMERGENCY:

MCCA will vacate the Facility within 24 hours of notice to do so given by the City in times of emergency or whenever the Facility is temporarily needed by the City for a public purpose. The City will not be responsible to others to loss or damage to personal property remaining in the Facility after the 24 hour notice period while the Facility is temporarily used by the City.

19. CAPTIONS:

The captions of the paragraphs of this agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or construction of any paragraph of this lease.

20. BINDING ON SUCCESSORS:

All of the terms, covenants and conditions of this agreement shall be binding upon and inure to the benefit of the parties hereto successors and assigns, except that nothing in this provision shall be deemed to permit any assignment, subletting or use of the premises other than as provided for herein.

21. COVERED BY FLORIDA LAW:

This agreement shall be governed and interpreted by the laws of the State of Florida then in force. Each number, singular or plural, as used in this agreement shall include all numbers and each gender shall be deemed to include all genders.

22. SEVERABILITY:

If for any reason whatever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing constitute and are intended to constitute the entire agreement of the parties. No terms, conditions, warranties, promises or understandings of any nature whatever, express or implied, exist between the parties except as herein expressly set forth.

23. PRONOUNS:

Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa and the plural shall be substituted for the singular number or vice versa in any place or places in which the context may require such substitution or substitutions.

24. AMENDMENTS:

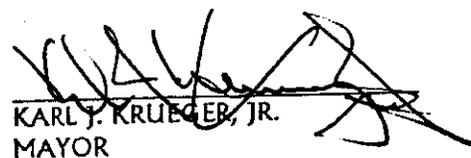
This agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understandings unless the same shall be reduced to writing duly authorized and executed by both City and MCCA.

25. HOURS OF OPERATIONS:

MCCA agrees to permit public access to the facility for at least five hours each and every business day as described in Florida Statutes, Section 607.0140.

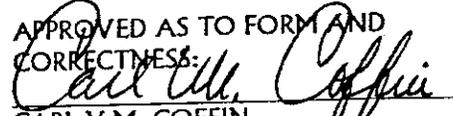
WHEREFORE, the parties have hereunto affixed their hands and seals this 25th day of

January, 1999.
CITY OF STUART


KARL J. KRUEGER, JR.
MAYOR

ATTEST:


DIANNE M. O'DONNELL
CITY CLERK

APPROVED AS TO FORM AND
CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY

MARTIN COUNTY COUNCIL FOR ARTS

BY: Marcy B. Shaw

WITNESSES: Sandra L. Morgan

MCCA/AGREE/1/11/99

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cheryl White, CMC
City Clerk

PHONE (772) 288-5306
FAX (772) 288-5305

May 19, 2004

Martin County Council for the Arts. Inc.
80 East Ocean Blvd.
Stuart, Fl. 34994

ATTENTION : Mary Shaw

REFERENCE: Extension of Lease for property at 80 E Ocean Blvd. .

Dear Mary Shaw:

Enclosed please find your copy of the City of Stuart's executed Resolution for the above named lease.

If you have any questions or need further information, please do not hesitate to call me at 772-288-5306.

Respectfully

Cheryl White, CMC
City Clerk

Enc

COPY
COPY

Lease

City of Stuart

Sailfish Capital of the World



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 24-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN MARTIN COUNTY COUNCIL FOR THE ARTS, INC. AND THE CITY OF STUART OF CERTAIN REAL PROPERTY BELONGING TO THE CITY KNOWN AS THE "OLD COUNTY COURTHOUSE" IN THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

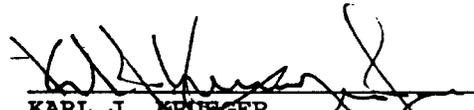
SECTION 1: The City Commission hereby authorizes the Mayor and City Clerk to execute a Lease Agreement between the Martin County Council for the Arts, Inc. and the City of Stuart of certain property belonging to the City known as the "Old County Courthouse" located at 80 E. Ocean Boulevard, Stuart, Florida. A copy of the Lease Agreement is attached as "Exhibit A".

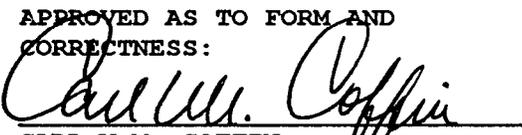
SECTION 2: This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 25th day of January, 1999.

ATTEST:

DIANNE M. O'DONNELL
CITY CLERK


KARL J. KRUEGER
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY

Original Agreement attached

AGREEMENT

THIS AGREEMENT is entered into this 25th day of January, 1999, by and between the City of Stuart, hereinafter called "CITY", and the Martin County Council for the Arts, Inc., a private, not-for-profit Florida corporation, 80 E. Ocean Boulevard, Stuart, Florida 34994, hereinafter called "MCCA".

FOR AND IN CONSIDERATION of the following terms, conditions and covenants the City and MCCA agree as follows:

1. The facility as used herein means the old Martin County Courthouse situated on the hereinafter described premises:

THE INTERIOR OF THE OLD MARTIN COUNTY COURTHOUSE BUILDING HEREINAFTER THE "COURTHOUSE" OR "FACILITY," AT 80 EAST OCEAN BOULEVARD IN THE CITY OF STUART, FLORIDA, AS DEPICTED ON THE ATTACHED SITE PLAN, EXHIBIT "A", WHICH IS ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

2. MCCA, in its role as "umbrella arts agency" in Martin County, agrees to organize, staff, and supervise a comprehensive program to establish the Courthouse as a Cultural Center offering those activities as typified by, but not limited to, those set forth by EXHIBIT "B" of the Interlocal Agreement, between the City and Martin County, Florida.

3. TERM:

The term of this agreement shall be for the period commencing on the date first above written and ending September 30, 2004. This term shall be subject to termination rights of the parties hereinafter expressed.

4. RENT:

The operation and management of the Facility programs for the general public by MCCA shall constitute consideration in lieu of rent for the term of this lease.

5. ANNUAL CASH FLOW REPORT REQUIRED:

Following each fiscal year of MCCA, MCCA shall not later than the ensuing April 15 provide a copy of a written financial report to the City showing actual user fees charged and collected, as well as

other monies derived from use of the Facility, during the prior fiscal year. Such reports shall also show expenditures made in the management and operation of the Facility.

6. INSPECTION OF RECORDS:

Notwithstanding the requirements of paragraph 5 above, City and MCCA agree that City shall have the right at all reasonable times to inspect the financial records of MCCA.

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A general schedule of Facility user fees for the facility shall be provided to the City by MCCA. User fees shall be collected by MCCA.

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The City and MCCA acknowledge that the uses of the Facility do not extend beyond the four walls of the Courthouse. MCCA is specifically not required to assume any responsibility for the use of the bandstand adjacent to the Facility.

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MCCA shall promptly notify the City of any needed repairs to the roof or of any major repairs to the Courthouse that are the responsibility of the City hereunder. The City shall thereafter promptly commence and diligently pursue such repair work. In the event that the City does not commence work on such repairs within twenty (20) days of receipt of notice of the need thereof and if the repair is more than Five Hundred Dollars (\$500), MCCA may elect to undertake such repairs and the City shall reimburse MCCA for the cost thereof. In the event of emergency, MCCA shall promptly notify the City of such and MCCA may immediately undertake the needed repair work as is necessary under the circumstances to those items which are considered to be the City's responsibility and the City shall, as soon as practical thereafter, commence its repair work. In the event of such emergency, MCCA shall be reimbursed for the cost of making such emergency repairs which actually would have been the responsibility of the City.

In the event that the City fails to complete its required emergency and non-emergency repairs within 90 days of receipt of notice, MCCA may terminate this Lease unless MCCA has elected to undertake such repairs as provided herein above.

C. UTILITIES: To a limit of \$5,000 per fiscal year, the City will pay the electric, water, sewer, solid waste, stormwater and telephone charges. The City will submit billings to MCCA for reimbursement of all telephone billings.

17. DELIVERY TO CITY UPON TERMINATION:

MCCA shall deliver up and surrender to the City possession of the Facility upon the expiration of this agreement or its earlier termination under the terms hereof. The Courthouse is to be in as good a condition and repair at the time of such surrender as at the commencement date of the term hereof, loss by fire, causality, act of God, and ordinary wear and tear excepted.

18. VACATING PREMISES FOR EMERGENCY:

MCCA will vacate the Facility within 24 hours of notice to do so given by the City in times of emergency or whenever the Facility is temporarily needed by the City for a public purpose. The City will not be responsible to others to loss or damage to personal property remaining in the Facility after the 24 hour notice period while the Facility is temporarily used by the City.

19. CAPTIONS:

The captions of the paragraphs of this agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or construction of any paragraph of this lease.

20. BINDING ON SUCCESSORS:

All of the terms, covenants and conditions of this agreement shall be binding upon and inure to the benefit of the parties hereto successors and assigns, except that nothing in this provision shall be deemed to permit any assignment, subletting or use of the premises other than as provided for herein.

21. COVERED BY FLORIDA LAW:

This agreement shall be governed and interpreted by the laws of the State of Florida then in force. Each number, singular or plural, as used in this agreement shall include all numbers and each gender shall be deemed to include all genders.

22. SEVERABILITY:

If for any reason whatever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing constitute and are intended to constitute the entire agreement of the parties. No terms, conditions, warranties, promises or understandings of any nature whatever, express or implied, exist between the parties except as herein expressly set forth.

23. PRONOUNS:

Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa and the plural shall be substituted for the singular number or vice versa in any place or places in which the context may require such substitution or substitutions.

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This agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understandings unless the same shall be reduced to writing duly authorized and executed by both City and MCCA.

25. HOURS OF OPERATIONS:

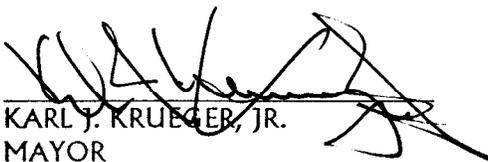
MCCA agrees to permit public access to the facility for at least five hours each and every business day as described in Florida Statutes, Section 607.0140.

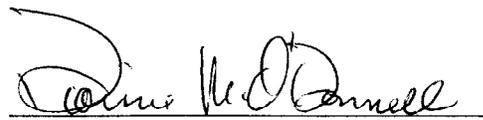
WHEREFORE, the parties have hereunto affixed their hands and seals this 25th day of

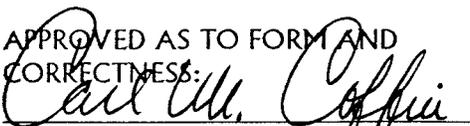
January, 1999.

CITY OF STUART

ATTEST:


KARL J. KRUEGER, JR.
MAYOR


DIANNE M. O'DONNELL
CITY CLERK

APPROVED AS TO FORM AND
CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY

MARTIN COUNTY COUNCIL FOR ARTS

BY: Marcy B. Shaw

WITNESSES: Sandra L. Morgan

MCCA/AGREE/1/11/99

[17820]

8/30/89

LEASE AGREEMENT

A LEASE, made this 10th day of October, 1989, between MARTIN COUNTY, a political subdivision of the State of Florida, having its principal office at 2401 S.E. Monterey Road, Stuart, Florida, 34996, hereinafter referred to as Lessor, and the CITY OF STUART, a Florida Municipal Corporation, having its principal office at 121 S.W. Flagler Avenue, Stuart, Florida, 34994, hereinafter referred to as Lessee.

In consideration of the mutual covenants contained herein the parties have agreed as follows:

1. PROPERTY: Lessor leases land to Lessee located in Martin County, Florida, and more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

2. PURPOSE: The leased premises shall only be used for public and cultural purposes as set forth in that Interlocal Agreement entered into by the parties and dated September 12, 1989, a copy of which is attached hereto as Exhibit "B", and as may be amended from time to time by the parties.

3. TERM: The term of this Lease shall commence on the 12th day of September, 1989, and shall continue in force thereafter for a period of fifteen (15) years, for an annual rent of One Dollar (\$1.00) and other good and valuable consideration.

4. RENEWAL: At the end of the Lease term, this agreement will automatically renew for additional two (2) year periods, unless either party expresses its intention not to renew in writing to the other party one year prior to the expiration of the Lease term. This automatic renewal (and the notice of intent not to renew

5. INSURANCE: Lessee shall procure and maintain at its expense continuously during the term of this Lease and any extensions thereof, Property and Casualty Insurance in an amount of not less than \$1,000,000 combined single limit or alternatively, such coverage as is provided through Lessee's participation in the Tri-County Risk Management Program. MARTIN COUNTY shall be named as an additional insured under Lessee's coverage. Upon request, Lessee shall provide Lessor with written proof that this requirement has been complied with.

6. INDEMNIFICATION: Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee, its members, or anyone else who may at any time be using, occupying, or visiting the leased premises, or be in, on or about the same.

Lessee shall indemnify Lessor and hold Lessor harmless against all claims, liabilities, loss or damage arising from Lessee's use of the leased premises. Lessee hereby waives all claims against Lessor for damages to the improvements hereinafter placed or built on the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. Lessee agrees to defend Lessor against any and all such claims and suits as described above at Lessee' sole cost and expense.

7. STRUCTURES AND MAINTENANCE:

A. Lessee shall complete construction and renovation of the "Old Courthouse" on the premises and improve and maintain the grounds pursuant to the terms and conditions of that certain Interlocal Agreement entered into by the parties and dated September 12, 1989, a copy of which is attached hereto as Exhibit "B", and as may be amended from time to time by the parties.

C. All structures and fixtures currently existing on or to be constructed on the leased premises shall become the property of the Lessor.

8. ENCUMBRANCES: Lessee shall not pledge, mortgage or otherwise lien or cause to be liened the subject property.

9. CONTROL: All control of the activities conducted by the Lessee on the premises shall be under the exclusive management and direction of the Lessee. Such activities are subject to all laws, ordinances and police regulations governing same, now and in the future, and shall be in accordance with the Interlocal Agreement attached as Exhibit "B", as may be amended from time to time.

10. ASSIGNMENT: Lessee shall not assign this Lease or sublet the premises to any other party without the express written approval of Lessor. Any attempt to assign this Lease or to sublet the premises without the express written approval of Lessor will be cause for termination of this Lease. However, a management agreement to provide maintenance and supervision of activities on the leased premises by a non-profit organization as contemplated in paragraph 4 of Exhibit "E", as attached, shall not be considered an assignment or sublease under the terms of this paragraph.

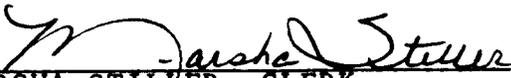
11. TERMINATION: In the event Lessee fails to operate in a manner consistent with any of the representations, purposes, objectives or agreements in this Lease, Lessor may, at any time, serve written notice of the Lessee's failure, and if the Lessee's failure is not remedied within fifteen (15) days, Lessor may terminate this Lease at will.

12. MODIFICATION: This Lease contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

COUNTY

ATTEST:


MARSHA STILLER, CLERK

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


FRANK A. WACHA, CHAIRMAN

APPROVED AS TO FORM
AND CORRECTNESS

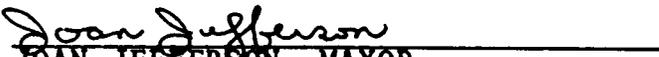

NOREEN S. DREYER, COUNTY ATTORNEY

CITY

ATTEST:


ELLEN G. REEDER
CITY CLERK

CITY OF STUART


JOAN JEFFERSON, MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

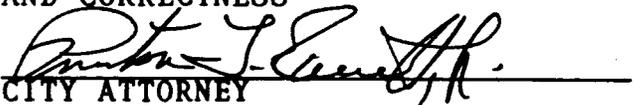

PAUL J. EGAN
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

Being a parcel of land lying in Section 4, Township 38 South, Range 41 East, Martin County, Florida, said parcel being a portion of Lot D less the southwesterly 10 feet thereof and the not included parcel less the north 15 feet thereof at LAINHART AND POTTER'S ADDITION TO STUART, as recorded in Plat Book 9, Page 61 of the public records of Palm Beach (now Martin) County, Florida, being more particularly described as follows:

Begin at the northeast corner of Lot D of the aforementioned plat of LAINHART AND POTTER'S ADDITION TO STUART, said point also being the south right-of-way line of East 4th Street now East Ocean Boulevard; thence S 00° 13' 38" W a distance of 15.00 feet to a point also being on the south right-of-way line of said road; thence continue east along said right-of-way line S 89° 46' 22" E a distance of 120.00 feet; thence S 00° 13' 38" W a distance of 119.00 feet; thence N 89° 46' 22" W a distance of 29.00 feet; thence S 00° 13' 38" W a distance of 20.00 feet; thence N 89° 46' 22" W a distance of 185.34 feet to a point on the northeasterly right-of-way line of Flagler Street; thence continue northwesterly along said right-of-way line N 41° 43' 48" W a distance of 207.09 feet; to a point of intersection of the northeasterly right-of-way line of Flagler Street and the south right-of-way line of East Ocean Boulevard; thence continue east on the south right-of-way line of East Ocean Boulevard S 89° 46' 22" E a distance of 232.80 feet to the Point of Beginning.

Containing 0.95 Acres more or less.

Less the following:

The north 15 feet of Lot D for right-of-way purposes for East Ocean Boulevard, said 15 feet being of the LAINHART AND POTTER'S ADDITION TO STUART, as recorded in Plat Book 9, Page 61 of the public records of Palm Beach (now Martin) County, Florida.

Containing 0.08 Acres more or less.

And:

Less the following portion of Lot D for right-of-way purposes for Flagler Street, all being of the LAINHART AND POTTER'S ADDITION TO STUART, as recorded in Plat Book 9, Page 61 of the public records of Palm Beach (now Martin) County, Florida, being more particularly described as follows:

Commence at the northeast corner of Lot D according to said plat; thence N 89° 46' 22" W along the existing south right-of-way line of Fourth Street (now East Ocean Boulevard) a distance of 162.65 feet; thence S 00° 13' 38" W a distance of 15 feet and the Point of Beginning; thence S 00° 13' 38" W a distance of 63.02 feet; thence N 41° 43' 48" W a distance of 84.75 feet; thence S 89° 46' 22" E a distance of 56.66 feet to the Point of Beginning.

Containing 0.04 Acres more or less.

[17470]

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF STUART AND
MARTIN COUNTY, FLORIDA
FOR THE MARTIN COUNTY COURTHOUSE RESTORATION

THIS AGREEMENT, entered into this 10th day of October, 1989 by and between the CITY OF STUART, a Florida municipal corporation, having its principal office and place of business at 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "CITY" and MARTIN COUNTY, FLORIDA, a political subdivision of the State of Florida, having its principal office and place of business at 2401 S.E. Monterey Road, Stuart, Florida 34996, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, the Martin County Courthouse Restoration Grant funded by the Florida Legislature provides an opportunity for CITY and COUNTY to cooperate in restoring and otherwise enhancing the historic courthouse and grounds as an important joint contribution to urban revitalization and public recreation, and to provide a tangible link to the heritage of both governmental entities; and

WHEREAS, COUNTY is to be the recipient of the grant funding provided by the legislature and CITY agrees to participate in this restoration project by providing services in furtherance thereof; and

WHEREAS, the Florida Intergovernmental Cooperation Act of 1969, Section 163.01 et.seq., Florida Statutes (1988 supp.) provides that public agencies may join together to provide services and facilities.

THEREFORE, in consideration of the terms and conditions hereinafter set forth the parties do agree as follows:

1. If permitted by the State, COUNTY agrees to transfer to, and CITY agrees to accept, the approximately \$200,000 grant appropriated to the Department of State for the purpose of assisting in the 1937 Courthouse Restoration project,

described in Exhibit "A"). GRANT funds paid to CITY pursuant to this agreement shall not be the subject of refund to the COUNTY.

2. CITY agrees that it shall use the GRANT money solely for the purposes set forth above and that costs, if any, incurred over and above the amount of \$200,000 (GRANT funds) shall be born solely by CITY and shall not be a responsibility of COUNTY.
3. CITY agrees to fully comply with all terms and conditions of the GRANT, and to defend and hold COUNTY harmless from any and all liability which may arise as the result of CITY'S administration of the GRANT.
4. CITY agrees to complete the construction and renovation described in paragraph 1 above and to undertake all maintenance and operational activities of the old courthouse and grounds (legally described in Exhibit "A"), but reserves the right to contract with an appropriate non-profit organization to provide for maintenance and supervision of activities to be performed in accordance with the public purposes and uses of the property set forth in this agreement. CITY understands and agrees that it may be required, at its expense, to provide an additional well for irrigation of the landscaping.
5. The renovation of the old courthouse shall be accomplished in conformity with the plans attached hereto and by reference made a part hereof and identified as Exhibit "B". Plans for any additional modifications and all plans for landscaping and further site improvement shall be first submitted to COUNTY for review. All modifications and renovations shall be in keeping with the character of the

6. Office spaces shown on the second floor of Exhibit "B" shall be used only for supervisory, operational and maintenance activities for the old courthouse and grounds for the use and benefit of the general public.
7. COUNTY agrees to lease to CITY the property described in Exhibit "A" for a term of fifteen (15) years, in accordance with all requirements of Section 125.38, Florida Statutes.
8. CITY agrees to use the leased property only for public and cultural purposes as typified by Exhibit "C" and to assure public access to the building and grounds.
9. CITY shall procure and maintain at its expense continuously during the term of this Agreement, Property and Casualty Insurance in an amount of not less than \$1,000,000 combined single limit or alternatively, such coverage as is provided through CITY'S participation in the Tri-County Risk Management Program. COUNTY shall be named as an additional insured under CITY'S coverage. Upon request, CITY shall provide COUNTY with written proof that this requirement has been complied with.

COUNTY shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by CITY, its employees, or anyone else who may at any time be using, occupying, or visiting the premises described in Exhibit "A", or be in, on or about the same.

CITY shall indemnify COUNTY and hold COUNTY harmless against all claims, liabilities, loss or damage arising from CITY'S use of the leased premises. CITY hereby waives all claims against COUNTY for damages to the improvements hereinafter placed or built on the premises, and for

10. In providing for the restoration of the old courthouse and grounds, as requested by CITY, COUNTY was required to eliminate 55 parking spaces planned for the new courthouse and constitutional office complex. If the COUNTY requests, the CITY will develop 55 additional parking spaces available to the COUNTY, within reasonable proximity to the courthouse, with the next three years.
11. This Interlocal Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court of Martin County, Florida.
12. This Agreement shall continue in effect until expiration of the lease specified in paragraph 7 above and any extensions thereof, or upon mutual written agreement of the parties.

DULY APPROVED and executed by the parties on the dates set forth hereafter.

CITY

ATTEST:

Ellen G. Reeder
CITY CLERK

CITY OF STUART

Joan Jefferson
JOAN JEFFERSON, MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

Robert J. Smith
CITY ATTORNEY

Date: *October 19, 1989*

COUNTY

ATTEST:

Marsha Stiller
MARSHA STILLER, CLERK

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Frank A. Wacha
FRANK A. WACHA, CHAIRMAN

APPROVED AS TO FORM
AND CORRECTNESS

Noreen S. Dreyer
NOREEN S. DREYER
COUNTY ATTORNEY

ATTEST:

Diane Repusco
John Hill

STATE



GEORGE W. PERCY, DIRECTOR
DIVISION OF HISTORICAL RESOURCES
FLORIDA DEPARTMENT OF STATE

Date: 12/19/89

EXHIBIT "A"

LEGAL DESCRIPTION

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Containing 0.95 Acres more or less.

Less the following:

The north 15 feet of Lot D for right-of-way purposes for East Ocean Boulevard, said 15 feet being of the LAINHART AND POTTER'S ADDITION TO STUART, as recorded in Plat Book 9, Page 61 of the public records of Palm Beach (now Martin) County, Florida.

Containing 0.08 Acres more or less.

And:

Less the following portion of Lot D for right-of-way purposes for Flagler Street, all being of the LAINHART AND POTTER'S ADDITION TO STUART, as recorded in Plat Book 9, Page 61 of the public records of Palm Beach (now Martin) County, Florida, being more particularly described as follows:

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Containing 0.04 Acres more or less.

A. CULTURAL ARTS ACTIVITIES:

- 1. Arts Information Center - reception desk**
- 2. Calendar of Arts events**
- 3. Central Ticket Office for Arts events**
- 4. Directory of artists and art organizations**
- 5. Bulletin Board of Arts activities**
- 6. Art displays, seminars, workshops**

B. PUBLIC EXHIBIT & MEETING ROOMS:

- 1. Arts organizations**
- 2. Cultural and Civic groups, e.g. Main Street**
- 3. Community groups, e.g. Historical Society**
- 4. Charitable Organizations**
- 5. Receptions, e.g. visiting artists**
- 6. Art displays, e.g. High School juried art**
- 7. Film & Slide presentations, e.g. IRCC**
- 8. Rotating exhibits, e.g. Stuart Heritage**
- 9. Small music recitals**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/02/2003

PRODUCER (772)334-3181 FAX (772)334-7742
Rick Carroll Insurance Agency
2160 N.E. Dixie Highway
P.O. Box 877
Jensen Beach, FL 34958-0877

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Martin County Council For The Arts
80 E. Ocean Blvd.
Stuart, FL 34994

INSURER A: Nautilus Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NC224405	11/24/2002	11/24/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 1,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ included
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THIS CERTIFICATE IS FOR PROOF OF INSURANCE ONLY.

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

CITY OF STUART
ATTN: CHERIE WHITE CITY CLERK
121 S.W. FLAGLER AVENUE
STUART, FL 34994

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Keith Carroll/LAG



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/09/2003

PRODUCER

Serial # B1686

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
CITY OF STUART
TRICO
C/O EMPLOYERS MUTUAL, INC.
700 CENTRAL PARKWAY
STUART, FL 34994

INSURER A: QUALIFIED SELF-INSURER
INSURER B: CONTINENTAL CASUALTY CORPORATION
INSURER C: LEXINGTON, PACIFIC, NUTMEG, ESSEX, ROYAL,
INSURER D: LLOYDS, WESTCHESTER, FIRST SPEC
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S.768.28 LIMITS ARE PER CLAIMANT / PER CLAIM	06/01/2003	06/01/2004	EACH OCCURRENCE \$ 100/200 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S.768.28 LIMITS ARE PER CLAIMANT / PER CLAIM	06/01/2003	06/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 100/200 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	W128587497	04/01/2003	04/01/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	REAL & PERSONAL PROPERTY INCL. EDP & MOBILE EQUIP & AUTOS	VARIOUS	06/01/2003	6/1/2004	\$517,698,043 SCHEDULED LIMIT SPECIAL FORM REPL COST EXCEPT AUTOS @ ACV; \$1,000 DEDUCT-ALL PROP DED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: OLD COURTHOUSE PROPERTY, 80 E. OCEAN BLVD., STUART, MARTIN, FL 34994

JUL 15 2003

CERTIFICATE HOLDER
 ADDITIONAL INSURED; INSURER LETTER:
 ATTN.: PROP. MGMT. DIV.-ADMIN. SERVICES
 MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
 2401 S. E. MONTEREY RD.
 STUART, FL 34996

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
M.W.M.



**MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

2401 S.E. MONTEREY ROAD • STUART, FL 34996

DOUG SMITH
Commissioner, District 1

SUSAN L. VALLIERE
Commissioner, District 2

LEE WEBERMAN
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

MICHAEL DITERLIZZI
Commissioner, District 5

RUSS BLACKBURN
County Administrator

STEPHEN FRY
County Attorney

June 25, 2003

Telephone: 772-221-2354

Fax: 772-692-7380

File: asm031.292.aw

City of Stuart
Mr. Carl V. M. Coffin
121 S.W. Flagler Avenue
Stuart, FL 34994

RE: Certificate of Insurance

Dear Mr. Coffin:

In reviewing your current lease file, it was noted that the Certificate of Insurance expired on June 1, 2003. One of the obligations under your lease with Martin County is to provide written proof of insurance.

Please supply an updated Certificate of Insurance to the Property Management Division's attention within 21 days from the date of this letter. It may be sent to:

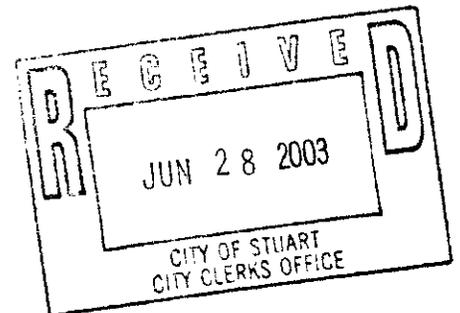
Martin County Board of County Commissioners
Property Management Division
2401 SE Monterey Road
Stuart, FL 34996

Please give me a call at 221-2354 if you have any questions or comments. Thank you for your cooperation.

Sincerely,

Carla T. Segura
Property Management Certified Paralegal

cts



TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

EMPLOYERS MUTUAL, INC
700 Central Parkway, Stuart, Florida 34994
Telephone: (772) 287-7650 Fax: (772) 287-1387



FACSIMILE COVER SHEET

Date: July 9, 2003

Fax #: 288-5305

To: Sherry White

Company Name: City of Stuart

From: Marsha Jones

Tele. Ext: 4425

Subject: Certificate

Total number of pages including cover: 2

IF YOU DO NOT RECEIVE ALL PAGES PLEASE CALL US IMMEDIATELY

Sherry,

Per your request please find attached the certificate for Martin County. I apologize for the delay. Please do not hesitate call with any questions. Thank you.

Marsha

Confidentiality Note:

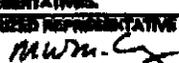
THIS DOCUMENT IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL, OR THAT CONSTITUTES WORK PRODUCT AND IS EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT OR EMPLOYEE OR AGENT OF THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION, OR COPYING OF THE COMMUNICATION IS STRICTLY PROHIBITED. ANY USE OF THIS INFORMATION ABOVE ITS INTENDED USE IS ALSO PROHIBITED WITHOUT PRIOR AUTHORIZATION. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY TELEPHONE AND DESTROY THE DOCUMENT. THANK YOU. 2003 EMI

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 07/09/2003
PRODUCER	Serial # B1688	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED CITY OF STUART TRICO C/O EMPLOYERS MUTUAL, INC. 700 CENTRAL PARKWAY STUART, FL 34994		
INSURERS AFFORDING COVERAGE		
INSURER A: QUALIFIED SELF-INSURER		
INSURER B: CONTINENTAL CASUALTY CORPORATION		
INSURER C: LEXINGTON, PACIFIC, NUTMEG, ESSEX, ROYAL		
INSURER D: LLOYDS, WESTCHESTER, FIRST SPEC		
INSURER E:		

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S. 768.28 LIMITS ARE PER CLAIMANT /	06/01/2003	06/01/2004	EACH OCCURRENCE \$ 100/200 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S. 768.28 LIMITS ARE PER CLAIMANT /	06/01/2003	06/01/2004	COMBINED SINGLE LIMIT (Per accident) \$ 100/200 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - SA ACCIDENT \$ OTHER THAN SA ACC AGG \$ AUTO ONLY: AGG \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	W128587497	04/01/2003	04/01/2004	<input checked="" type="checkbox"/> WC STATE TORY LIMITS <input type="checkbox"/> OTH BR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	REAL & PERSONAL PROPERTY INCL. EDP & MOBILE EQUIP & AUTOS	VARIOUS	08/01/2003	6/1/2004	\$517,698,043 SCHEDULED LIMIT SPECIAL FORM REPL COST EXCEPT AUTOS @ ACV; \$1,000 DEDUCT-ALL PROP DEB

DESCRIPTION OF OPERATIONS, LOCATIONS, COVERAGES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: OLD COURTHOUSE PROPERTY, 80 E. OCEAN BLVD., STUART, MARTIN, FL 34994

CERTIFICATE HOLDER	CANCELLATION
ADDITIONAL INSURER; INSURER LETTER: ATTN: PROP. MGMT. DIV.-ADMIN. SERVICES MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS 2401 S. E. MONTEREY RD. STUART, FL 34996	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cherie White,CMC
City Clerk

PHONE (772) 288-5306
FAX (772) 288-5305

July 9 2003

Martin County Board of County Commission
2401 SE Monterey Road
Stuart, Fl. 34996

ATTENTION : Carla T. Saqura, Property Management Certified Paralegal

REFERENCE: Certificate of Insurance 80 E Ocean Blvd.

MESSAGE: Enclosed for your records is the current Certificate of Insurance for the above named property.

If you have any questions or need further information do not hesitate to call.

Respectfully,

Cherie White,CMC
City Clerk

Enc:

COPY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/17/2003

PRODUCER (772)334-3181 FAX (772)334-7742
Rick Carroll Insurance Agency
 2160 N.E. Dixie Highway
 P.O. Box 877
 Jensen Beach, FL 34958-0877

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED **Martin County Council for the Arts**
 80 E Ocean Blvd
 Stuart, FL 34994

INSURER A: **Nautilus Insurance Company**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NC313328	11/24/2003	11/24/2004	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 1,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ Included
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THIS CERTIFICATE IS FOR PROOF OF INSURANCE ONLY.

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

CITY OF STUART
 ATTN: DOROTHY ZAHARAKO
 121 S.W. FLAGLER AVENUE
 STUART, FL 34994

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Keith Carroll/LAG



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/17/2003

PRODUCER (772)334-3181 FAX (772)334-7742
Rick Carroll Insurance Agency
2160 N.E. Dixie Highway
P.O. Box 877
Jensen Beach, FL 34958-0877

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INSURERS AFFORDING COVERAGE

INSURED Martin County Council for the Arts
80 E Ocean Blvd
Stuart, FL 34994

INSURER A: Nautilus Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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A	GENERAL LIABILITY	NC313328	11/24/2003	11/24/2004	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 1,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ Included
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

CITY OF STUART
ATTN: DOROTHY ZAHARAKO
121 S.W. FLAGLER AVENUE
STUART, FL 34994

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Keith Carroll/LAG

Keith Carroll

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

Serial # B1686

DATE (MM/DD/YY)
07/09/2003

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
CITY OF STUART
TRICO
C/O EMPLOYERS MUTUAL, INC.
700 CENTRAL PARKWAY
STUART, FL 34994

INSURERS AFFORDING COVERAGE

INSURER A: QUALIFIED SELF-INSURER
INSURER B: CONTINENTAL CASUALTY CORPORATION
INSURER C: LEXINGTON, PACIFIC, NUTMEG, ESSEX, ROYAL,
INSURER D: LLOYDS, WESTCHESTER, FIRST SPEC
INSURER E:

COVERAGES

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INSUR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S.768.28 LIMITS ARE PER CLAIMANT / PER CLAIM	06/01/2003	06/01/2004	EACH OCCURRENCE \$ 100/200 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S.768.28 LIMITS ARE PER CLAIMANT / PER CLAIM	06/01/2003	06/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 100/200 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	W128587497	04/01/2003	04/01/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
7	REAL & PERSONAL PROPERTY INCL. EDP & MOBILE EQUIP & AUTOS	VARIOUS	06/01/2003	6/1/2004	\$517,698,043 SCHEDULED LIMIT SPECIAL FORM REPL COST EXCEPT AUTOS @ ACV; \$1,000 DEDUCT-ALL PROP DED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 E: OLD COURTHOUSE PROPERTY, 80 E. OCEAN BLVD., STUART, MARTIN, FL 34994

JUL 15 2003

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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 AUTHORIZED REPRESENTATIVE

ATTN.: PROP. MGMT. DIV.-ADMIN. SERVICES
 MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
 2401 S. E. MONTEREY RD.
 STUART, FL 34996

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/17/2003

PRODUCER (772)334-3181 FAX (772)334-7742
 Rick Carroll Insurance Agency
 2160 N.E. Dixie Highway
 P.O. Box 877
 Jensen Beach, FL 34958-0877

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INSURED Martin County Council for the Arts
 80 E Ocean Blvd
 Stuart, FL 34994

INSURERS AFFORDING COVERAGE	
INSURER A:	Nautilus Insurance Company
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NC313328	11/24/2003	11/24/2004	EACH OCCURRENCE	\$ 1,000,000
	FIRE DAMAGE (Any one fire)				\$ 50,000	
	MED EXP (Any one person)				\$ 1,000	
	PERSONAL & ADV INJURY				\$ 1,000,000	
	GENERAL AGGREGATE				\$ 2,000,000	
	PRODUCTS - COM/POP AGG				\$ Included	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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CERTIFICATE HOLDER

CITY OF STUART
 ATTN: DOROTHY ZAHARAKO
 121 S.W. FLAGLER AVENUE
 STUART, FL 34994

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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AUTHORIZED REPRESENTATIVE
 Keith Carroll/LAG *Keith Carroll*

IMPORTANT

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If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Rick Carroll Insurance

2160 N.E. Dixie Highway, P.O. Box 877, Jensen Beach, FL 34958

(772) 334-3181
FAX (772) 334-7742

December 27, 2004

The Arts Council, Inc.
80 E Ocean Blvd
Stuart, FL 34994

RE: Enclosed Policy
Policy #: NC313328
Carrier: Nautilus Insurance Company

Dear Ms. Turrell:

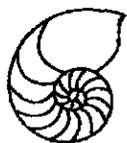
Enclosed, please find your General Liability Insurance Policy, which is effective 11/24/2004 to 11/24/2005. The policy has been reviewed; however please take a moment to look over the information to ensure that it is correct.

In the event of loss or if there are any changes in the conditions existing at the time the policy was written, please notify us at once.

Feel free to contact me if you have any questions regarding this or any other matter. Thank you for allowing us the opportunity to serve your insurance needs.

Sincerely,
Susan G Fotos
Susan G Fotos

Enclosure



NAUTILUS INSURANCE COMPANY

A Stock Company

COMMERCIAL LINES POLICY

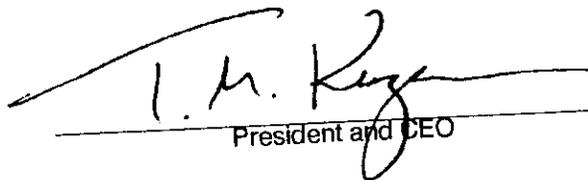
THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

- Declarations;
- Common Policy Conditions; and
- One or more Coverage Parts. A Coverage Part consists of:
 - One or more Coverage Forms; and
 - Applicable Forms and Endorsements.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.


Secretary

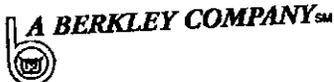

President and CEO

7273 E. Butherus Drive

Scottsdale, Arizona 85260

Telephone (480) 951-0905

Facsimile (480) 951-9730



S944J (01/02)

NAUTILUS INSURANCE COMPANY

Policy Number: NC371321

Insured: THE ARTS COUNCIL, INC.

SCHEDULE OF FORMS AND ENDORSEMENTS

S944J	(01/02)	Nautilus Policy Jacket
IL0017	(11/98)	Common Policy Conditions
IL0021	(07/02)	Nuclear Energy Liab Exclusion
S013	(12/00)	Minimum Earned Premium Endt
S020	(04/03)	Service of Suit
S150	(07/03)	CGL Coverage Part Declarations
S170	(06/03)	CGL Coverage Part Dec Extension
CG0001	(10/01)	Comm General Liability Cvg Form
CG2028	(11/85)	Addl Insd-Lessor of Leased Equip
CG2160	(09/98)	Excl-Y2K Computer-Other Related
CG2169	(01/02)	War or Terrorism Exclusion
S001	(07/04)	Amendment of Premium Conditions
S007	(01/98)	Contractual Liability Limitation
S009	(02/95)	Exclusion-Total Liquor Liability
S022	(09/03)	Ded Liab Ins - Incl Cost & Exp
S041	(09/03)	Special Event Liability Endt
S051	(09/03)	Additional Exclusions & Conds
S091	(04/99)	Exclusion - Lead Contamination
S152	(01/04)	Additional Insured Endorsement * attached
S261	(08/03)	Asbestos Exclusion
S262	(08/03)	Silica Exclusion

All Other Forms and Endorsements of this Policy Remain Unchanged.

NAUTILUS INSURANCE COMPANY

LIABILITY ENDORSEMENT

POLICY NUMBER: NC371321

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule below, but only for liability arising out of your negligence and only for occurrences or coverage not otherwise excluded in the policy to which this endorsement applies.

SCHEDULE

Name of Person or Organization:

CITY OF STUART
121 SW FLAGLER AVENUE
STUART, FL 34994

All other terms and conditions of this policy remain unchanged.

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cherie White
City Clerk

PHONE (561) 288-5306
FAX (561) 288-5305

December 13, 2004

The Arts Council Inc.
80 East Ocean Blvd.
Stuart, Fl. 34994

Dear Nancy Turrell:

In reviewing the file for the lease of 80 East Ocean Blvd., I do not have a current Certificate of Insurance. The Insurance expired on 11/24/2004.

Please provide a current Certificate of Insurance to my attention as soon as possible.

Sincerely,



Cherie White
City Clerk

encl.

Cherie White

Nancy asked me to
send this proof of
insurance to you.
If you have any
questions my phone
number is 287-6676
Ext. 15.

Joan Edwards
Financial Coordinator

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cherie White
City Clerk

PHONE (561) 288-5306
FAX (561) 288-5305

December 13, 2004

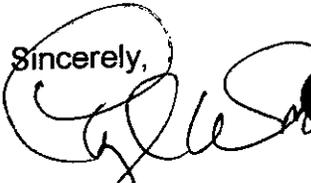
The Arts Council Inc.
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Stuart, Fl. 34994

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Please provide a current Certificate of Insurance to my attention as soon as possible.

Sincerely,


Cherie White
City Clerk

COPY

encl.

ACORD COMMERCIAL INSURANCE APPLICATION		DATE 09/14/2005
APPLICANT INFORMATION SECTION		
PRODUCER PHONE (A/C, No, Ext): (772)334-3181 FAX (772)334-7742	CARRIER NAIC CODE: Nautilus Insurance Company	UNDERWRITER
POLICIES OR PROGRAM REQUESTED Commercial General Liability		
INDICATE SECTIONS ATTACHED	EQUIPMENT FLOATER	GARAGE AND DEALERS
PROPERTY	INSTALLATION/BUILDERS RISK	VEHICLE SCHEDULE
GLASS AND SIGN	ELECTRONIC DATA PROC	BOILER & MACHINERY
ACCOUNTS RECEIVABLE/ VALUABLE PAPERS	COMMERCIAL GENERAL LIABILITY	WORKERS COMPENSATION
CRIME/MISCELLANEOUS CRIME	BUSINESS AUTO	UMBRELLA
TRANSPORTATION/ MOTOR TRUCK CARGO	TRUCKERS/MOTOR CARRIER	
CODE: AGENCY CUSTOMER ID 00006950	SUB CODE:	
Rick Carroll Insurance Agency 2160 N.E. Dixie Highway P.O. Box 877 Jensen Beach, FL 34958-0877		

STATUS OF SUBMISSION		PACKAGE POLICY INFORMATION			
QUOTE <input checked="" type="checkbox"/>	ISSUE POLICY	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.			
BOUND (Give Date and/or Attach Copy):		PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN
DATE 11/24/2005	TIME 12:01	11/24/2005	11/24/2006	DIRCT BILL	AUDIT
				<input checked="" type="checkbox"/> AGENCY BILL	

APPLICANT INFORMATION		FED OR SOC SEC # (of First Named Insured): 000-00-0000	MAILING ADDRESS INCL ZIP+4 (of First Named Insured) Martin
NAME (First Named Insured & Other Named Insureds) The Arts Council, Inc.		PHONE (A/C, No, Ext): (772)287-6676	80 E Ocean Blvd Stuart, FL 34994
INDIVIDUAL <input checked="" type="checkbox"/>	CORPORATION	SUBCHAPTER S CORPORATION	NOT FOR PROFIT ORG
PARTNERSHIP	JOINT VENTURE	LIMITED CORPORATION	CR BUREAU NAME
INSPECTION CONTACT Nancy Turrell	PHONE (A/C, No, Ext): (772)287-6676	ACCOUNTING RECORDS CONTACT Nancy Turrell	PHONE (A/C, No, Ext): (772)287-6676

PREMISES INFORMATION		CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	INSIDE	OWNER	Part Office
00001	00001	80 E Ocean Blvd Stuart Martin FL 34994	OUTSIDE <input checked="" type="checkbox"/>	TENANT	
			INSIDE	OWNER	
			OUTSIDE	TENANT	
			INSIDE	OWNER	
			OUTSIDE	TENANT	

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)
 Non Profit Organization for promotion of cultural arts in Martin County area. They occasionally hold special events on their own property, usually art exhibits.

GENERAL INFORMATION		YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY OR DOES THE APPLICANT HAVE ANY SUBSIDIARIES?		<input checked="" type="checkbox"/>		7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENCE/HIRING?	<input checked="" type="checkbox"/>	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?		<input checked="" type="checkbox"/>		8. DURING THE LAST TEN YEARS, HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment.)		<input checked="" type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?		<input checked="" type="checkbox"/>		9. ANY UNCORRECTED FIRE CODE VIOLATIONS?		<input checked="" type="checkbox"/>
4. ANY CATASTROPHE EXPOSURE?		<input checked="" type="checkbox"/>		10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 5 YEARS?		<input checked="" type="checkbox"/>
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?		<input checked="" type="checkbox"/>				
6. ANY POLICY ON COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? NOT APPLICABLE IN MO		<input checked="" type="checkbox"/>				
REMARKS						
AUG - 9 2006						

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. (NOT APPLICABLE IN CO, HI, NE, OH, OK, OR; IN ME AND VA, INSURANCE BENEFITS MAY ALSO BE DENIED)

APPLICANT'S SIGNATURE <i>Nancy Turrell</i>	PRODUCER'S SIGNATURE Keith Carroll
---	---------------------------------------

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2006

PRODUCER (772)334-3181 FAX (772)334-7742
Rick Carroll Insurance Agency
 2160 N.E. Dixie Highway
 P.O. Box 877
 Jensen Beach, FL 34958-0877

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

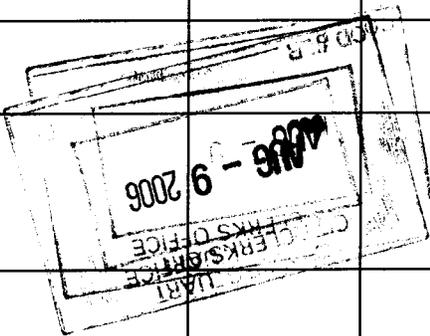
INSURED **The Arts Council, Inc.**
 80 E Ocean Blvd
 Stuart, FL 34994

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRF	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	NC313328	11/24/2004	11/24/2005	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ Included
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$



DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THIS CERTIFICATE IS FOR PROOF OF INSURANCE ONLY.

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

CITY OF STUART
ATTN: CHERIE WHITE CITY CLERK
 121 S.W. FLAGLER AVENUE
 STUART, FL 34994

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Keith Carroll/LAG *Keith Carroll*

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

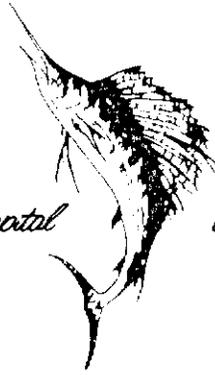
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Stuart

Sailfish Capital of the World



Removed by Cm
9-24-07

Not Approved
Attorney 9-17-08
Said to Void
Res

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 144-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTING TERMINATION OF THE INTERLOCAL AGREEMENT FOR USE OF THE OLD MARTIN COUNTY COURTHOUSE (CULTURAL ARTS CENTER) DATED JANUARY 25, 1999, AS AMENDED, AND THE LEASE BETWEEN THE CITY OF STUART AND MARTIN COUNTY ORIGINALLY DATED SEPTEMBER 6, 1990, AS AMENDED; PROVIDING A LEASE CANCELLATION DATE OF SEPTEMBER 30, 2007; PROVIDING FOR THE ORDERLY TURNOVER OF THE BUILDING; PROVIDING FOR EXECUTION OF AN INSTRUMENT MEMORIALIZING SAID TERMINATION; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * *

WHEREAS, notwithstanding any termination notice requirements contained within the attached Interlocal Agreement and Lease instruments, the City of Stuart wishes to terminate its obligations under the said Interlocal Agreement and Lease with the Martin County Board of County Commissioners, effective September 30, 2007; and

WHEREAS, the City Commission no longer needs or uses the Cultural Arts Center for its Emergency Operating Center, and wishes to un-encumber itself from the necessity of charging rent for and maintaining a County facility that is no longer used by the City.

**City of Stuart Resolution No. 144-07
TERMINATION OF ILA AND LEASE WITH THE COUNTY**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1. The City Commission of the City of Stuart hereby requests the Board of County Commissioners of Martin County to terminate and cancel those certain Interlocal Agreement and Lease recited above, by and between the City of Stuart and Martin County, copies of which are on file in the respective Clerk's Offices, effective September 30, 2007.

SECTION 2. The City shall be responsible for the care and maintenance of the building until the orderly transfer of control has been made to the county, on or after the date last above.

SECTION 3. The Mayor and City Clerk shall be authorized to execute an instrument, approved by the City Attorney, memorializing this termination with the County Commission, and record the same in the official records of Martin County, Florida.

SECTION 4. This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT
MARY L. HUTCHINSON, MAYOR			
JEFFREY KRAUSKOPF, VICE MAYOR			
MICHAEL MORTELL, COMMISSIONER			
JAMES A. CHRISTIE, COMMISSIONER			
CAROL S. WAXLER, COMMISSIONER			

ADOPTED this 24th day of September, 2007.

**City of Stuart Resolution No. 144-07
TERMINATION OF ILA AND LEASE WITH THE COUNTY**

ATTEST:

CHERYL WHITE
CITY CLERK

MARY L. HUTCHINSON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
CITY ATTORNEY

**City of Stuart Resolution No. 144-07
TERMINATION OF ILA AND LEASE WITH THE COUNTY**

Return to:

Martin County Attorney's Office
2401 SE Monterey Road
Stuart, FL 34996

**TERMINATION OF INTERLOCAL AGREEMENT AND LEASE
CONCERNING THE CITY'S USE OF THE OLD COURTHOUSE (CULTURAL
ARTS CENTER)**

THIS TERMINATION of Interlocal Agreement and Lease is made by and between the City of Stuart, Florida and the Martin County Board of County Commissioners.

WHEREAS, the above referenced parties entered into an Interlocal Agreement on January 25, 1999, as amended, and a Lease dated September 6, 1990, as later amended concerning the use of the Old Courthouse Building (Cultural Arts Center) for City use and maintenance; and

WHEREAS, regardless of any termination requirements of said Interlocal Agreement or Lease, to the contrary, the parties hereto agree to hereby terminate said Interlocal Agreement and Lease. Even though this Termination may be approved and executed subsequent to said date, it shall nonetheless be effective *nunc pro tunc* on September 30, 2007.

NOW, THEREFORE, the City of Stuart, and the Martin County Board of County Commissioners do hereby mutually agree that such Interlocal Agreement and Lease are hereby terminated as provided above.

This Termination shall be recorded in the official records of Martin County, Florida.

Signed by the Mayor and City Clerk of the City of Stuart, Florida this 24th day of September, 2007.

ATTEST:

CITY OF STUART, FLORIDA

CHERYL WHITE
CITY CLERK

MARY L. HUTCHINSON
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS

PAUL J. NICOLETTI
CITY ATTORNEY

**City of Stuart Resolution No. 144-07
TERMINATION OF ILA AND LEASE WITH THE COUNTY**

Signed by the Chair and Clerk of the Martin County Board of County Commissioners this ____ day of October, 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF MARTIN COUNTY, FLORIDA**

MARSHA EWING, CLERK

MICHAEL DITERLIZZI, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

STEPHEN FRY, COUNTY ATTORNEY

15

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

MEETING DATE: September 24, 2007 Prepared by: Mary Nash

Resolution No. 144-07

TITLE OF ITEM:

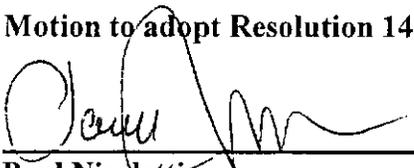
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTING TERMINATION OF THE INTERLOCAL AGREEMENT FOR USE OF THE OLD MARTIN COUNTY COURTHOUSE (CULTURAL ARTS CENTER) DATED JANUARY 25, 1999, AS AMENDED, AND THE LEASE BETWEEN THE CITY OF STUART AND MARTIN COUNTY ORIGINALLY DATED SEPTEMBER 6, 1990, AS AMENDED; PROVIDING A LEASE CANCELLATION DATE OF SEPTEMBER 30, 2007; PROVIDING FOR THE ORDERLY TURNOVER OF THE BUILDING; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

See attached Resolution 144-07

Recommended Action:

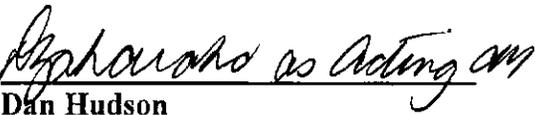
Motion to adopt Resolution 144-07.



Paul Nicoletti
City Attorney

9-19-07

Date



Dan Hudson
City Manager

9-20-07

Date

Withdrawn

9-22-08



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER ~~116-08~~

*VOID #
MD will reissue*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TWO (2) YEAR LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE ARTS COUNCIL, INC. FOR THE PROPERTY LOCATED AT 80 SE OCEAN BOULEVARD KNOWN AS THE "OLD MARTIN COUNTY COURTHOUSE" AND "THE CULTURAL ART CENTER" FOR THE PURPOSE OF OPERATING A FINE ART MUSEUM AND GALLERY; PROVIDING FOR EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: The City Commission hereby authorizes the Mayor and City Clerk to execute a two (2) year lease agreement between the City of Stuart and The Arts Council, Inc. for the property located at 80 SE Ocean Boulevard known as the "Old Martin County Courthouse" and "The Cultural Art Center" for the purpose of operating a fine art museum and gallery. A copy of the Agreement is on file in the office of the City Clerk.

SECTION 4: This resolution shall take effect upon adoption

RESOLUTION 116-08
ARTS COUNCIL LEASE

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, was as follows.

JEFFREY KRAUSKOPF, MAYOR
JAMES CHRISTIE, VICE MAYOR
MARY L. HUTCHINSON, COMMISSIONER
MIKE MORTELL, COMMISSIONER
CAROL WAXLER COMMISSIONER

YES	NO	ABSENT

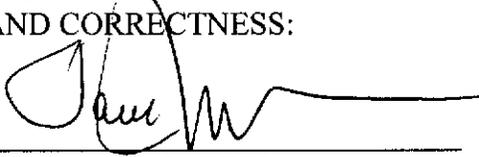
ADOPTED this 22nd day of September 2008.

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREYA. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



PAUL J. NICOLETTI
CITY ATTORNEY

**LEASE AGREEMENT
CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

- 1 C. Alcoholic beverages may be consumed, but not sold, on the Leasehold
2 Premises during its use by the Lessee, unless otherwise licensed to do so,
3 on a temporary basis, by the State of Florida.
4
- 5 D. Keep and maintain throughout the term of this Lease, without any expense
6 to Lessor, the Leasehold Premises in good, sanitary, and neat order,
7 condition and repair.
8
- 9 E. Lessee shall comply with and abide by all federal, state, county, municipal,
10 and other governmental statutes, ordinances, laws, and regulations
11 affecting the Leasehold, the improvements on the Leasehold, or any
12 activity or condition on or in the Leasehold.
13
- 14 F. Construct signage that will comply with the City sign regulations. All
15 signage constructed or placed by Lessee shall be first approved by the
16 City Manager.
17

18 6. WARRANTIES OF TITLE AND QUIET POSSESSION. Lessor covenants that
19 Lessor is seized of the Leasehold in fee simple and has full right to make this Lease and
20 that Lessee shall have quiet and peaceable possession of the Leasehold Premises
21 during the term of the Lease. Lessee's use of the Leasehold is nonetheless a "public
22 use" provided by a private entity.
23

24 7. LESSOR'S RIGHT OF ENTRY. Lessee shall permit Lessor and the agents and
25 employees of Lessor to enter the Leasehold Premises at all reasonable times for the
26 purpose of inspecting them.
27

28 8. SUBLETTING AND ASSIGNMENT. Lessee may not sublet the Leasehold or assign
29 the Lease in whole or in part, without the express written consent of the City, EXCEPT
30 THAT Lessee may sublease all or part of the Leasehold Premises for its temporary use
31 for commercial or non-commercial exhibits, parties, weddings, and the like, without
32 obtaining the Lessor's prior permission or consent. Temporary use shall not exceed five
33 (5) consecutive days.
34

35 9. NOTICES. All notices, demands, or other writings in this Lease provided to be
36 given or made or sent, or which may be given or made or sent, by either party to this
37 Lease to the other, shall be deemed to have been fully given or when either hand
38 delivered to the offices of or made in writing and deposited in the United States Certified
39 Mail, and postage prepaid, and properly addressed to:
40

41 to the Lessor: Dan Hudson, City Manager
42 121 SW Flagler Avenue
43 Stuart, FL 34994
44

**LEASE AGREEMENT
CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

1 to the Lessee: Nancy K. Turrell, Secretary
2 80 SE Ocean Boulevard
3 Stuart, FL 34994
4
5

6 10. TAXES AND ASSESSMENTS. In the event ad valorem taxes are levied upon the
7 Leasehold Premises as a result of the occupancy and activities of the Lessee
8 hereunder, Lessee, as additional rent under this Lease, shall pay and discharge said ad
9 valorem taxes as they become due, promptly and before delinquency.
10

11 11. Reserved.
12

13 12. LIENS. Lessee shall keep all of the Leasehold free and clear of any and all liens
14 for or arising out of or in connection with work or labor done, services performed, or
15 materials or appliances used or furnished for or in connection with any operations of
16 Lessee, any alteration, improvement, or repairs or additions which Lessee may make or
17 permit or cause to be made, or any work or construction, by, for, or permitted by Lessee
18 on or about the Leasehold, or any obligations of any kind incurred by Lessee. Lessee
19 shall at all times promptly and fully pay and discharge any and all claims on which any
20 lien may or could be based, and shall indemnify Lessor and all of the premises and all
21 buildings and improvements on the premises against all liens and claims of liens and
22 suits or other proceedings pertaining to those liens.
23

24 12. INDEMNIFICATION OF LESSOR. Lessor shall not be liable for any loss, injury,
25 death, or damage to persons or property which at any time may be suffered or
26 sustained by Lessee or by any person who may at any time be using or occupying or
27 visiting the Leasehold Premises or be in, on, or about the Leasehold Premises, whether
28 the loss, injury, death, or damage shall be caused by or in any way result from or arise
29 out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor,
30 or user of any portion of the Leasehold Premises, or shall result from or be caused by
31 any other matter or thing. Lessee shall indemnify Lessor against all claims, liability,
32 loss, or damage whatsoever on account of any such loss, injury, death, or damage.
33 The foregoing indemnification shall not apply to loss, injury, death, or damage arising by
34 reason of the negligence or misconduct of the Lessor, its agents, or employees. This
35 indemnification shall be insured, at all times during this Lease, by the Lessee, in
36 amounts provided in Section 15, below, failing which this Lease shall be automatically
37 terminated without further action by the Lessor.
38

39 14. REDELIVERY OF PREMISES. Lessee shall pay the rent and all other sums
40 required to be paid by Lessee under this Lease in the amounts, at the times, and in the
41 manner provided in this Lease, and shall keep and perform all the terms and conditions
42 of this Lease on its part to be kept and performed, and at the expiration or sooner
43 termination of this Lease, Lessee shall peaceably and quietly quit and surrender the
44 premises to Lessor in good order and condition. In the event of the non-performance by

**LEASE AGREEMENT
CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

1 Lessee of any of the covenants that Lessee has undertaken, this Lease may be
2 terminated as provided in this Lease.

3
4 15. **INSURANCE.** Lessee shall maintain in effect throughout the term of this Lease
5 personal injury liability insurance covering the Leasehold and the operations of the
6 business in the amount of \$1,000,000 for injury to or death of any one person, and
7 \$1,000,000 for injury to or death of any number of persons in one occurrence, and
8 property damage liability insurance in the amount of \$50,000. The insurance shall
9 specifically insure Lessee against all contractual liability assumed by it under this Lease
10 (paragraph 13 above), as well as liability imposed by law, and shall insure both Lessor
11 and Lessee.

12
13 16. **NOTICE OF DEFAULT.** For any material breach of this Lease, except for the
14 failure to pay the rent when due, or failure to maintain the required insurance
15 coverages, the Lessee shall not be deemed to be in default under this Lease unless
16 Lessor shall first give to Lessee 20 days written notice of the default and Lessee fails to
17 cure the default within 20 days, thereafter. Rent shall be due and shall become
18 delinquent without notice thereof given by Lessor to Lessee.

19
20 17. **DEFAULT.** In the event of any material breach of this Lease by Lessee, and
21 following notice as required herein, if any is required, Lessor, in addition to the other
22 rights or remedies it may have, shall have the immediate right of reentry and may
23 remove the Lessee and all invited or uninvited persons and property from the
24 Leasehold. Such property may be removed and stored in a public warehouse or
25 elsewhere at the cost of, and for the account of Lessee.

26
27 18. **WAIVER.** The failure of either party to take action with respect to any breach of
28 any term, covenant, or condition contained in this Lease shall not be deemed to be a
29 waiver of such term, covenant, or condition, or subsequent breach, or of any other term,
30 covenant, or condition contained in the Lease. The subsequent acceptance of rent
31 under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach
32 by Lessee of any term, covenant, or condition of this Lease, other than the failure of
33 Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the
34 preceding breach at the time of acceptance of rent.

35
36 19. **MISCELLANEOUS.** The Lease embodies the entire understanding and agreement
37 of the parties concerning the use of the Leasehold by the Lessee. The Lessee shall not
38 rely upon any prior written agreement or any oral agreement concerning the use of the
39 Leasehold. No modification or amendment to this Lease shall be valid, unless the same
40 shall be in writing and signed by the authorized representative of each party. In the
41 event that it becomes necessary to use legal process to enforce any terms of the Lease,
42 the prevailing party shall be entitled to reasonable attorneys fees and costs, at all levels
43 of litigation.

**LEASE AGREEMENT
CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

1 IN WITNESS WHEREOF, the parties have respectively signed and sealed this
2 Lease the days and year written below.

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ATTEST:

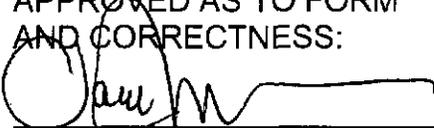
LESSOR:

CITY OF STUART, FLORIDA

CHERYL WHITE
CITY CLERK

JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



PAUL J. NICOLETTI
CITY ATTORNEY

LESSEE:
THE ARTS CENTER, INC.

VICTORIA YARDLEY
CHAIR

10

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

Meeting Date: SEPTEMBER 22, 2008

Prepared by: Mary Nash

Resolution No. 116--08

Title of Item:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TWO (2) YEAR LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE ARTS COUNCIL, INC. FOR THE PROPERTY LOCATED AT 80 SE OCEAN BOULEVARD KNOWN AS THE "OLD MARTIN COUNTY COURTHOUSE" AND "THE CULTURAL ART CENTER" FOR THE PURPOSE OF OPERATING A FINE ART MUSEUM AND GALLERY; PROVIDING FOR EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

See attached Resolution 116-08 and Agreement.

DEPARTMENT RECOMMENDED ACTION

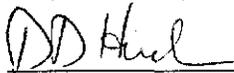
Motion to adopt resolution 116-08 and assignment agreement.



Paul J. Nicoletti
City Attorney

9-17-08

Date



Dan Hudson
City Manager

9/17/08

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

04/29/2008

PRODUCER (772)334-3181 FAX (772)334-7742
 Rick Carroll Insurance Agency
 2160 N.E. Dixie Highway
 P.O. Box 877
 Jensen Beach, FL 34958-0877

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED The Arts Council, Inc.
 80 E Ocean Blvd
 Stuart, FL 34994

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NC607809	11/24/2007	11/24/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ INC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THIS CERTIFICATE IS FOR PROOF OF INSURANCE ONLY.

CERTIFICATE HOLDER

IRCC
 2400 SE SALERNO ROAD
 STUART, FL 34997

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Keith Carroll/DLW



THE ARTS COUNCIL, INC.

-serving Stuart and Martin County

Fax Transmittal Form

TO

Name: Cheryl White
Organization: City of Stuart

FROM

Nancy Turrell
The Arts Council, Inc.

Fax number:

288-5305

Phone: 772-287-6676

Fax: 772-288-5301

- Urgent
- For Review
- Please Comment
- Please Reply

Date sent:

9/26/08

Number of pages including cover page:

2

Message:



80 East Ocean Boulevard
 Stuart, FL 34994-2234
www.martinarts.org

Phone: 772-287-6676
 Fax: 772-288-5301
 E-mail: info@martinarts.org

The Arts Council, Inc. and Affiliate

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT**

Year Ended September 30, 2009

The Arts Council, Inc. and Affiliate
September 30, 2009

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Statement of Functional Expenses – Arts Foundation for Martin County, Inc.	18

MB
MARK BRECHBILL
—————
CERTIFIED PUBLIC ACCOUNTANTS
—————

Independent Auditors' Report

To the Board of Directors of
The Arts Council, Inc. and Affiliate

We have audited the accompanying statement of financial position of The Arts Council, Inc. and Affiliate as of September 30, 2009 and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of the management of The Arts Council, Inc. and Affiliate. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Arts Council, Inc. and Affiliate, as of September 30, 2009, and the changes in net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The Statement of Financial Position – Arts Council, Inc., Statement of Activities – Arts Council, Inc., and the Statement of Functional Expenses – Arts Council, Inc. on pages 13 - 15 and the Statement of Financial Position – Arts Foundation for Martin County, Inc., Statement of Activities – Arts Foundation for Martin County, Inc., and the Statement of Functional Expenses – Arts Foundation for Martin County, Inc. on pages 16 – 18 are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements, and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.



Mark Brechbill
CERTIFIED PUBLIC ACCOUNTANTS

January 5, 2010

The Arts Council, Inc. and Affiliate
STATEMENT OF FINANCIAL POSITION
September 30, 2009

ASSETS

Current Assets

Cash and cash equivalents	\$ 168,824
Investment - certificates of deposit	58,447
Interest receivable	795
Inventory	527
Accounts receivable	69
Pledge receivables	22,000
Prepaid insurance	2,719
	<u>253,381</u>

Furniture, fixtures and equipment, net of accumulated depreciation totaling \$16,092	1,609
Leasehold improvements - Courthouse Gallery	56,667
	<u>58,276</u>

Utility deposits	<u>1,349</u>
------------------	--------------

TOTAL ASSETS	<u><u>\$ 313,006</u></u>
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LIABILITIES

Current Liabilities

Accounts payable and accrued expenses	\$ 34,621
Deferred income	1,800
Line of credit	34,994
	<u>71,415</u>

TOTAL LIABILITIES	<u>71,415</u>
-------------------	---------------

NET ASSETS

Unrestricted	93,538
Temporarily restricted	89,613
Permanently restricted	58,440
	<u>241,591</u>

TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 313,006</u></u>
----------------------------------	--------------------------

Please read the accompanying Notes to Financial Statements.

The Arts Council, Inc. and Affiliate**STATEMENT OF ACTIVITIES**

For the Year Ended September 30, 2009

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
SUPPORT AND OTHER REVENUE				
Contributions				
Government	\$ 154,560	\$ 8,278	\$ -	\$ 162,838
Private and community funds	102,936	85,242	-	188,178
Membership	21,035	34,440	-	55,475
Sponsorship	35,875	-	-	35,875
Contributed services	75,188	-	-	75,188
Program events	99,032	-	-	99,032
Investment income	2,268	-	-	2,268
Other income	5,797	-	-	5,797
Total	<u>496,691</u>	<u>127,960</u>	<u>-</u>	<u>624,651</u>
Net Assets Released from Restrictions	<u>94,957</u>	<u>(94,957)</u>	<u>-</u>	<u>-</u>
Total Support and Other Revenues	<u>591,648</u>	<u>33,003</u>	<u>-</u>	<u>624,651</u>
EXPENSES				
Program services	402,178	-	-	402,178
Support services				
General and administrative	74,582	-	-	74,582
Fundraising	31,791	-	-	31,791
Total Expenses	<u>508,551</u>	<u>-</u>	<u>-</u>	<u>508,551</u>
INCREASE IN NET ASSETS	\$ 83,097	\$ 33,003	\$ -	\$ 116,100
Net Assets, Beginning of Year	<u>10,441</u>	<u>56,610</u>	<u>58,440</u>	<u>125,491</u>
Net Assets, End of Year	<u>\$ 93,538</u>	<u>\$ 89,613</u>	<u>\$ 58,440</u>	<u>\$ 241,591</u>

Please read the accompanying Notes to Financial Statements.

The Arts Council, Inc. and Affiliate
STATEMENT OF FUNCTIONAL EXPENSES
Year ending September 30, 2009

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Salaries and benefits	\$ 90,579	\$ 24,223	\$ 21,871	\$ 136,673
Artist fees, supplies and awards	58,217	195	150	58,562
Professional fees	57,137	18,549	-	75,686
Events	44,997	-	906	45,903
Marketing	48,202	107	251	48,560
Travel, conferences and training	10,383	-	236	10,619
Insurance	2,265	5,534	-	7,799
Bank service charges	3,047	-	-	3,047
Computer support	137	863	-	1,000
Copier and copies	3,316	1,443	25	4,784
Office supplies and postage	6,146	2,681	568	9,395
Repair and maintenance	104	235	-	339
Dues and subscriptions	3,570	401	125	4,096
Licenses, fees and taxes	27	332	-	359
Journey expenses	2,500	-	7,659	10,159
Storage	1,704	-	-	1,704
Depreciation	-	396	-	396
Utilities	9,134	3,658	-	12,792
Interest	-	1,490	-	1,490
In-kind support	60,713	14,475	-	75,188
	<u>\$ 402,178</u>	<u>\$ 74,582</u>	<u>\$ 31,791</u>	<u>\$ 508,551</u>

Please read the accompanying Notes to Financial Statements.

The Arts Council, Inc. and Affiliate

STATEMENT OF CASH FLOWS

Year ending September 30, 2009

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from public support and revenue	\$	599,169
Cash used for general and administrative expenses		(73,092)
Cash used for fundraising		(31,395)
Cash used for programs		(373,027)
Investment income		2,175
Interest paid		(1,490)

**NET CASH PROVIDED (USED) BY
OPERATING ACTIVITIES**122,340**CASH FLOWS FROM FINANCING ACTIVITIES**

Payments on line of credit		(41,273)
Draws on line of credit		45,000

**NET CASH PROVIDED (USED) BY
FINANCING ACTIVITIES**3,727**CASH FLOWS FROM INVESTING ACTIVITIES**

Gallery improvements		(56,667)
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**NET CASH PROVIDED (USED) BY
INVESTING ACTIVITIES**(56,667)**NET INCREASE (DECREASE)****IN CASH AND EQUIVALENTS**

\$ 69,400

Cash and Cash Equivalents, Beginning of Year

157,871

Cash and Cash Equivalents, End of Year

\$ 227,271**Reconciliation of Cash and Cash Equivalents**

Cash and cash equivalents	\$	168,824
Investment - certificates of deposit		58,447
Total	\$	<u>227,271</u>

Please read the accompanying Notes to Financial Statements.

The Arts Council, Inc. and Affiliate

STATEMENT OF CASH FLOWS -- RECONCILIATION OF CASH FLOWS FROM OPERATING ACTIVITIES

Year ending September 30, 2009

INCREASE IN NET ASSETS	\$ 116,100
Adjustments to reconcile excess (deficit) of revenues over expenses to net cash provided (used) by operating activities:	
Depreciation	396
In-kind support received	75,188
In-kind support used	(75,188)
(Increase) decrease in:	
Grants and other accounts receivable	(69)
Interest receivable	(93)
Pledge receivable	(22,000)
Increase (decrease) in:	
Accounts payable and accrued expenses	29,151
Deferred income	(1,145)
	<hr/>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>\$ 122,340</u>

Please read the accompanying Notes to Financial Statements.

The Arts Council, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS

NOTE A—NATURE OF COUNCIL

The Arts Council, Inc. (the Council) was organized in 1980 under the laws of the State of Florida as a nonprofit organization. The purpose of the Council is to promote, coordinate, develop and encourage the arts and cultural growth in Martin County, Florida. Funding is derived principally from contributions, grants and fund raising activities.

The Arts Foundation for Martin County, Inc. (the Foundation) is a Florida nonprofit organization incorporated in 2001 under the laws of the State of Florida. The Foundation was created to assist the Council in its purpose by providing necessary financial support. For financial reporting purposes, the Foundation is consolidated with the Council.

Both the Council and the Foundation (the Organization) qualify as nonprofit organizations as described in Section 501(c)(3) of the Internal Revenue Code and are exempt from federal and state income taxes.

All significant inter-company balances and transfers have been eliminated in the consolidated financial statements.

NOTE B—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Furniture, Fixtures, Equipment and Leasehold Improvements

Furniture, fixtures, and equipment are recorded at cost or, if donated, at the approximate fair value as of the date of the donation and are being depreciated using the accelerated and straight-line methods over their estimated useful lives. It is the Organization's policy to include amortization of leasehold improvements with depreciation. Leasehold improvements are amortized over their estimated useful life.

Cash and Cash Equivalents

Cash on the statement of position includes demand deposits and money market accounts. Cash and cash equivalents in the statement of cash flows include certificates of deposit as these accounts can be converted to cash immediately with no material penalty. The Organization maintains its cash balances in banks that are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000.

Public Support and Revenue

Contributions and grants received are generally available for unrestricted use in the year received unless specifically restricted by the donor. Grants, other contributions of cash and other assets are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated financial statements of activities as net assets released from restriction. Contributions that are restricted by the donor are presented as increase in unrestricted net assets if the restrictions expire in the year in which the contributions are recognized.

Endowment contributions and the related interest income on their invested assets are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

The Organization holds special events throughout the year, which are recorded as revenue when the special event occurs. The special events directly support the Organization's programs and also provide fundraising opportunities.

The Arts Council, Inc. and Affiliate
 NOTES TO FINANCIAL STATEMENTS

NOTE B—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

The Council and its affiliate The Foundation are nonprofit corporations whose revenue is derived from contributions and other fund-raising activities and are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

Contributed Services and Property

Contributions of donated non-cash assets are recorded at their fair values in the period received. Certain contributed supplies, advertising space and airtime, and use of facilities are recorded as support and expenses at fair value when determinable, otherwise at values indicated by the donor. Volunteer services that neither create nor enhance non-financial assets nor do they require specialized skills are not recognized as support in the accompanying consolidated statements of activities.

Accounts Receivable and Allowance for Bad Debt

The Organization considers all accounts receivable to be fully collectible; accordingly no allowance for doubtful accounts has been determined. If amounts become uncollectible, they will be charged as an expense to the Organization in the period when the determination is made.

Inventory

Inventories consist of promotional apparel, prints, posters and books. Inventories are stated at lower of cost or market on the first-in, first-out method. Contributions of inventory are recorded as revenue at their estimated fair value on the date of the donation.

Expense Allocation

The costs of the various programs have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Expenses are charged to each program based on direct expenditures incurred. Any program expenditures not directly chargeable to a program, primarily salaries and related costs, are allocated to the program based on a percentage to that program. Expenses are recorded when incurred in accordance with the accrual basis of accounting.

Advertising Costs

The Organizations expense advertising costs as incurred.

NOTE C—CASH, CASH EQUIVALENTS AND INVESTMENTS

Cash, cash equivalents and investments consist of the following at year-end:

	<u>Council</u>	<u>Foundation</u>	<u>Total</u>
Cash on hand	\$ 58,138	\$ 110,686	\$ 168,824
Certificates of deposit	50,000	8,447	58,447
Cash Equivalents and Investments	<u>\$ 108,138</u>	<u>\$ 119,133</u>	<u>\$ 227,271</u>

Certificates of deposit are recorded at cost as it is the intention of the Organizations to hold investments in certificates of deposit to maturity.

NOTE D—LINE OF CREDIT

The Council obtained a \$40,000 line of credit from a bank on March 11, 2009 which currently bears interest at 4.75% and is subject to annual renewal. At September 30, 2009, the Council owed \$34,994 on the line of credit, which is collateralized by a certificate of deposit totaling \$50,000. Interest paid on the line of credit in fiscal year ending September 30, 2009 totaled \$1,490.

The Arts Council, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS

NOTE E—FURNITURE, FIXTURES, EQUIPMENT AND LEASEHOLD IMPROVEMENTS

Furniture, fixtures and equipment consisted of the following at year-end:

Furniture and fixtures	\$ 6,998
Computer equipment	10,703
	<u>17,701</u>
Less Accumulated Depreciation	(16,092)
	<u>\$ 1,609</u>

Depreciation is recorded on the straight-line methods and totaled \$396 in fiscal year ending September 30, 2009.

Leasehold improvements consist of gallery improvements that are incomplete as of September 30, 2009. Gallery improvements in the Courthouse will be amortized over the life of the improvements as it is the intent of the Organization and Martin County to renew the Courthouse lease indefinitely.

NOTE F—GOVERNMENT CONTRIBUTIONS

Government contributions received for the year ended September 30, 2009 were as follows:

State of Florida Division of Cultural Affairs is used for general program support	\$ 10,242
State of Florida License Plate Program is used for arts education and outreach to the underserved in Martin County, Florida	8,278
Martin County Florida funds are used for art in public places and general support in Martin County, Florida	91,153
Martin County Tourism Development is used to promote tourism related to the arts in Martin County, Florida.	48,665
School Board of Martin County is used to support arts education programs	<u>4,500</u>
Total	<u>\$ 162,838</u>

NOTE G—CONTRIBUTED SERVICES

The Organization receives services and other non-financial contributions without payment or compensation. When the value of such services meets recognition criteria, it is reflected in the accompanying financial statements as revenues and expenditures. As such, a total of \$75,188 was recorded as contributed services in the financial statements. Contributed services consisted of the estimated fair market value of rent on the County Courthouse building donated by the City of Stuart totaling \$14,000, advertising totaling \$47,609 and promotional and marketing services, and auction donations totaling \$13,579.

NOTE H—LEASE

The Council maintains a lease with the City of Stuart, Florida for use of the County Courthouse building used for exhibits and administrative offices. The term of the lease is through September 2010 and includes rent that is donated by the City of Stuart (see Note G).

The Arts Council, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS

NOTE I—NET ASSETS RELEASED FROM RESTRICTION

Net assets are released from donor restrictions by incurring expenses satisfying the restricted purpose or occurrence of other events specified by the donors. Net assets released from donor restrictions for the year ending September 30, 2009 are as follows:

Arts Council		
State of Florida License Plate Program	\$ 7,474	
Total Arts Council		\$ 7,474
Arts Foundation		
Women Supporting Arts	30,316	
Gallery renovation	56,667	
Ronald L. Corbin Scholarship	500	
Total Arts Foundation		<u>87,483</u>
Net Assets Released from Donor Restrictions		<u>\$ 94,957</u>

NOTE J—TEMPORARILY AND PERMANENTLY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes as of September 30, 2009:

Arts Council		
State of Florida License Plate Program	\$ 8,339	
Total Arts Council		\$ 8,339
Arts Foundation		
Women Supporting Arts	35,530	
Gallery renovation	23,508	
Ronald L. Corbin Scholarship	22,236	
Total Arts Foundation		<u>81,274</u>
Temporarily Restricted Net Assets		<u>\$ 89,613</u>

Permanently restricted net assets consist of the following as of September 30, 2009:

Arts Council - Bequest	\$ 50,000
Arts Foundation - Women Supporting Arts - Endowment	8,440
Permanently Restricted Net Assets	<u>\$ 58,440</u>

NOTE K—DEFINED CONTRIBUTION RETIREMENT PLAN

The Council sponsors a 403(b) defined contribution retirement plan covering all eligible employees after one year of service. Council contributions are matched against the amount contributed by the employee, not to exceed 3% of the employee's gross wages. Total pension expense for the fiscal year ending September 30, 2009 was \$2,847.

NOTE L—SPECIAL EVENTS

The Organization holds special events that directly support the primary purpose of the organization and are also fundraising activities for the organization. Costs associated with the special events are included in program costs on the statement of functional expenses as these events directly support the arts and culture in Martin County.

The Arts Council, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS

NOTE L—SPECIAL EVENTS (continued)

Special events held in fiscal year ending September 30, 2009 are as follows:

	<u>Event Income</u>	<u>Contributions</u>	<u>Total Revenue</u>	<u>Expenses</u>	<u>Net</u>
Arts Council					
Art Tour	\$ 8,915	\$ 16,979	\$ 25,894	\$ 17,048	\$ 8,846
Marties Awards	9,821	2,576	12,397	11,101	1,296
Artsfest	68,955	27,185	96,140	73,071	23,069
Other	5,891	-	5,891	-	5,891
Total Arts Council	<u>\$ 93,582</u>	<u>\$ 46,740</u>	<u>\$ 140,322</u>	<u>\$ 101,220</u>	<u>\$ 39,102</u>
Arts Foundation					
Artful Journey	\$ 5,450	\$ -	\$ 5,450	\$ 8,078	\$ (2,628)
Total Foundation	<u>\$ 5,450</u>	<u>\$ -</u>	<u>\$ 5,450</u>	<u>\$ 8,078</u>	<u>\$ (2,628)</u>
Total Events	<u>\$ 99,032</u>	<u>\$ 46,740</u>	<u>\$ 145,772</u>	<u>\$ 109,298</u>	<u>\$ 36,474</u>

NOTE M—THE ARTS FOUNDATION FOR MARTIN COUNTY, INC.

The Arts Foundation was created to support the programs and services of the Arts Council. The mission of the Foundation is to provide advocacy and leadership that inspires participation in and a passion for the arts in Martin County, Florida. The Foundation's most active programs are the Women Supporting the Arts program and Ronald L. Corbin Scholarship program. The Arts Foundation is a subsidiary corporation to the Council. Its Board of Directors are appointed by the Council Board to serve the primary mission of advancing the financial stability for the Council and the arts, as a growing industry, in Martin County.

NOTE N—RELATED PARTY TRANSACTIONS

In fiscal year ending September 30, 2009, the Arts Foundation entered into a contract with a member of the Board of Directors of the Arts Foundation to provide media, marketing, and public relations for the EcoArt project. Under the terms of the contract, the Board member was paid a total of \$10,000 for the period February 1, 2009 through May 31, 2009. Per the contract, the amount represents a 20% discount for the services provided. During the year, \$2,000 was recognized as in kind services related to this contract.

The Arts Foundation provided funds totaling \$7,000 to the Arts Council, during the fiscal year. A grant for \$2,500 was received from the Woman Supporting the Arts (WSA), and \$4,500 was paid to sponsor an exhibit. Additionally, the Arts Foundation began renovations on the Courthouse Gallery and donated the improvements to the Arts Council. Donated improvements totaled \$56,667 as of September 30, 2009. These intercompany contributions were eliminated in the consolidated financial statements.

ADDITIONAL INFORMATION

Statement of Financial Position – Arts Council, Inc.

Statement of Activities – Arts Council, Inc.

Statement of Functional Expenses – Arts Council, Inc.

Statement of Financial Position – Arts Foundation for Martin County, Inc.

Statement of Activities – Arts Foundation for Martin County, Inc.

Statement of Functional Expenses – Arts Foundation for Martin County, Inc.

Year Ended September 30, 2009

The Arts Council, Inc. (ARTS COUNCIL ONLY)

STATEMENT OF FINANCIAL POSITION

September 30, 2009

ASSETS

Current Assets

Cash and cash equivalents	\$	58,138
Investment - certificates of deposit		50,000
Interest receivable		795
Inventory		527
Accounts receivable		69
Prepaid insurance		2,719
		<u>112,248</u>

Furniture, fixtures and equipment,
net of accumulated depreciation totaling \$15,696

1,609

Leasehold improvements - Courthouse Gallery

56,667

58,276

Utility deposits

1,349

TOTAL ASSETS

\$ 171,873**LIABILITIES**

Current Liabilities

Accounts payable and accrued expenses	\$	6,085
Deferred revenue		1,800
Line of credit		34,994
		<u>42,879</u>

TOTAL LIABILITIES

42,879**NET ASSETS**

Unrestricted		70,655
Temporarily restricted		8,339
Permanently restricted		50,000
		<u>128,994</u>

TOTAL LIABILITIES AND NET ASSETS

\$ 171,873

The Arts Council, Inc. (ARTS COUNCIL ONLY)

STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2009

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
SUPPORT AND OTHER REVENUE				
Contributions				
Government	\$ 154,560	\$ 8,278	\$ -	\$ 162,838
Private and community funds	145,293	-	-	145,293
Membership	21,035	-	-	21,035
Sponsorship	40,375	-	-	40,375
Contributed services	75,188	-	-	75,188
Program events	93,582	-	-	93,582
Interest income	1,589	-	-	1,589
Other income	5,797	-	-	5,797
Total	<u>537,419</u>	<u>8,278</u>	<u>-</u>	<u>545,697</u>
Net Assets Released from Restrictions	<u>7,474</u>	<u>(7,474)</u>	<u>-</u>	<u>-</u>
Total Support and Other Revenues	<u>544,893</u>	<u>804</u>	<u>-</u>	<u>545,697</u>
EXPENSES				
Program services	373,862	-	-	373,862
Support services				
General and administrative	72,490	-	-	72,490
Fundraising	23,713	-	-	23,713
Total Expenses	<u>470,065</u>	<u>-</u>	<u>-</u>	<u>470,065</u>
INCREASE IN NET ASSETS	\$ 74,828	\$ 804	\$ -	\$ 75,632
Net Assets, Beginning of Year	<u>(4,173)</u>	<u>7,535</u>	<u>50,000</u>	<u>53,362</u>
Net Assets, End of Year	<u>\$ 70,655</u>	<u>\$ 8,339</u>	<u>\$ 50,000</u>	<u>\$ 128,994</u>

The Arts Council, Inc. (ARTS COUNCIL ONLY)

STATEMENT OF FUNCTIONAL EXPENSES

Year ending September 30, 2009

	Program Services	Management and General	Fundraising	Total
Salaries and benefits	\$ 90,579	\$ 24,223	\$ 21,871	\$ 136,673
Artist fees, commissions and awards	57,667	195	150	58,012
Professional fees	57,137	17,164	-	74,301
Events	20,204	-	906	21,110
Marketing	47,729	107	251	48,087
Conferences and training	10,383	-	236	10,619
Insurance	2,265	5,534	-	7,799
Bank service charges	3,047	-	-	3,047
Computer support	137	863	-	1,000
Copier and copies	3,316	1,443	25	4,784
Office supplies and postage	6,146	2,049	149	8,344
Repair and maintenance	104	235	-	339
Dues and subscriptions	3,570	401	125	4,096
Licenses, fees and taxes	27	257	-	284
Security, cleaning and other services	1,704	-	-	1,704
Depreciation	-	396	-	396
Utilities	9,134	3,658	-	12,792
Interest	-	1,490	-	1,490
In-kind support	60,713	14,475	-	75,188
	<u>\$ 373,862</u>	<u>\$ 72,490</u>	<u>\$ 23,713</u>	<u>\$ 470,065</u>

The Arts Council, Inc. (FOUNDATION ONLY)

STATEMENT OF FINANCIAL POSITION

September 30, 2009

ASSETS

Current Assets

Cash and cash equivalents	\$	110,686
Investment - certificates of deposit		8,447
Pledge receivables		<u>22,000</u>

TOTAL ASSETS \$ 141,133

LIABILITIES

Current Liabilities

Accounts payable and accrued expenses	\$	<u>28,536</u>
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TOTAL LIABILITIES AND DEFERRED INCOME 28,536

NET ASSETS

Unrestricted		22,883
Temporarily restricted		81,274
Permanently restricted		<u>8,440</u>
		<u>112,597</u>

TOTAL LIABILITIES AND NET ASSETS \$ 141,133

The Arts Council, Inc. (FOUNDATION ONLY)

STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2009

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
SUPPORT AND OTHER REVENUE				
Contributions				
Private	\$ 16,810	\$ 85,242	\$ -	\$ 102,052
Membership	-	34,440	-	34,440
Program events	5,450	-	-	5,450
Interest Income	679	-	-	679
Total	<u>22,939</u>	<u>119,682</u>	<u>-</u>	<u>142,621</u>
Net Assets Released from Restrictions	<u>87,483</u>	<u>(87,483)</u>	<u>-</u>	<u>-</u>
Total Support and Other Revenues	<u>110,422</u>	<u>32,199</u>	<u>-</u>	<u>142,621</u>
EXPENSES				
Program services	91,983	-	-	91,983
Support services				
General and administrative	8,078	-	-	8,078
Fundraising	2,092	-	-	2,092
Total Expenses	<u>102,153</u>	<u>-</u>	<u>-</u>	<u>102,153</u>
INCREASE IN NET ASSETS	\$ 8,269	\$ 32,199	\$ -	\$ 40,468
Net Assets, Beginning of Year	<u>14,614</u>	<u>49,075</u>	<u>8,440</u>	<u>72,129</u>
Net Assets, End of Year	<u>\$ 22,883</u>	<u>\$ 81,274</u>	<u>\$ 8,440</u>	<u>\$ 112,597</u>

The Arts Council, Inc. (FOUNDATION ONLY)

STATEMENT OF FUNCTIONAL EXPENSES

Year ending September 30, 2009

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Artist fees, commissions and awards	\$ 7,550	\$ -	\$ -	\$ 7,550
Professional fees - accounting	-	1,385	-	1,385
Events	24,793	-	-	24,793
Marketing	473	-	-	473
Office supplies and postage	-	632	419	1,051
Licenses, fees and taxes	-	75	-	75
Arts Council gallery improvements	56,667	-	-	56,667
Journey expenses	2,500	-	7,659	10,159
	<u>\$ 91,983</u>	<u>\$ 2,092</u>	<u>\$ 8,078</u>	<u>\$ 102,153</u>

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SS
ARTSC-2

DATE (MM/DD/YYYY)
11/23/09

PRODUCER R.V. Johnson Insurance 2041 SE Ocean Blvd Stuart FL 34996 Phone: 772-287-3366 Fax: 772-287-4439	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED The Arts Council, Inc. Nancy Turrell 80 E Ocean Blvd. Stuart FL 34994	INSURER A: Southern Owners Insurance	10190
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LCC	BINDER	11/24/09	11/24/10	EACH OCCURRENCE	\$
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				BODILY INJURY (Per accident)	\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				PROPERTY DAMAGE (Per accident)	\$
		OTHER				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
						WC STATUTORY LIMITS	OFF-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

RECEIVED

APR 21 2010

CITY CLERK
CITY OF STUART

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER THEAR04 The Arts Council Inc 80 E Ocean Blvd Stuart FL 34994	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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1. pg 88 Financial Statement 2009 - Arts Council