

**FIRST AMENDMENT  
TO USE AGREEMENT**

**THIS FIRST AMENDMENT** (the “Amendment”) to Use Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and The Naples Art Association, (the “Art Association”).

**WITNESSETH**

**WHEREAS**, the City and the Art Association entered into that certain Use Agreement dated March 15, 1995, for the construction and operation of a public visual art center (now called the Von Liebig Art Center) on City-owned land (the “Original Agreement”); and

**WHEREAS**, the Art Association desires to have the option to provide for a reasonable charge for admission, but the Use Agreement currently prohibits such charge.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. That Section 3.1 of the Original Agreement is amended to read as follows:
  - 3.1. In consideration of the mutual obligations and benefits set forth herein, the CITY agrees to provide a location for the ART ASSOCIATION’s VISUAL ARTS CENTER, and the ART ASSOCIATION commits to provide a visual arts center for the display of art work, teaching facilities, and studio rooms. The gallery shall serve a public function as a public art center and shall be open for public viewing at no charge or at a reasonable charge, under the conditions set forth herein.
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same

instrument.

**IN WITNESS WHEREOF**, the City and the Art Association have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**CITY:**

**ATTEST:**

**CITY OF NAPLES, FLORIDA**

By: \_\_\_\_\_  
Tara Norman, City Clerk

By: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**THE NAPLES ART ASSOCIATION**

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

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
witness

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Amendment to agreement