

AGREEMENT

This Agreement is entered into this 18th day of February, 2014, between the The Venice Symphony, Inc., a Florida non profit corporation, ("Seller") and the School Board of Sarasota County, Florida ("Buyer"), a body corporate under the laws of the State of Florida. The parties agree as follows:

1. Sale of Steinway Grand Piano. Seller hereby sells and conveys to Buyer, conditioned solely upon Buyer making the payment described herein, one nine foot Steinway Concert Grand Piano, model number D, serial number 338943, Gloss Black, and the following accessories: a cover with a fallboard lock, grand dolly and a concert grand piano stool. Seller warrants that it is the sole and rightful owner of the Steinway, that there are no liens on the Steinway, and that it has full authority to make the sale. Buyer agrees to pay to Seller the sum of \$30,000 for the Steinway which shall be due within ten (10) days of full execution of this Agreement. Buyer acknowledges that the value of the Steinway is \$60,000 and that the sale of the Steinway to it for the sum of \$30,000 is made possible by the fact that the Seller is making an in-kind donation to Buyer of \$30,000.

2. Use of the Steinway.
 - a. During the useful life of the Steinway, the parties agree that the following organizations may use the Steinway at the Venice Performing Arts Center ("VPAC") without charge for the purposes described:
 - i. The Venice Symphony, the Venice Concert Band, and Exultate! for their dress rehearsals and concerts; and
 - ii. Venice High School's performing organizations (chorus, orchestra, and band) for their concerts.

 - b. When any organization uses the Steinway pursuant to paragraph 2(a)(i) or (ii) above, it must pay for tuning by a tuner/technician mutually agreed upon by the VPAC Center Manager and the Music Director of the Venice Symphony. The piano will need to be tuned before each performance, or series of performances.

 - c. Other community or visiting musical groups or productions may rent the Steinway on a daily basis at the rate set specifically for the Steinway in the VPAC rate schedule and additionally must pay for tuning by a tuner/technician mutually agreed upon by the VPAC Center Manager and the

Music Director of the Venice Symphony. Use by any such group will be at the discretion of, and must be mutually agreed upon by, the VPAC Center Manager and the Music Director of the Venice Symphony.

- d. The Steinway will not be used for productions of musicals by the Venice High School Drama Department, the annual Venice High School Talent Show, or similar events.
- 3. Insurance will be obtained and maintained, and general maintenance (cleaning) done and paid for by the owner (School Board);
- 4. During the term of this agreement (the useful life of the piano) any changes must be in writing and agreed to and signed by both parties.
- 5. Donation of Upright Piano. Seller will donate to Venice High School, and the Buyer accepts, an upright piano to be used in the VPAC including for those activities described in paragraph 2(d) above. Buyer will be responsible for tuning the upright piano.
- 6. Storage of Steinway. When not in use, the Steinway will be stored on the stage of the VPAC in the case designed for it.

The Venice Symphony, Inc.

Date

Jane Goodwin, Chair
The School Board of Sarasota County, Florida

Date

Approved for Legal Content
January 30, 2014, by Matthews Eastmoore,
Attorneys for The School Board of Sarasota County, Florida
Signed: ASH