

FIRST AMENDMENT TO AGREEMENT FOR ARTWORK LOAN AND DISPLAY

THIS FIRST AMENDMENT TO AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("First Amendment") is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City"), and INGRID HUMPHREY ("Artist").

WHEREAS, on November 29, 2022, City and Artist entered into an Agreement for Artwork Loan and Display to be exhibited at the Mary Sue Rich Community Center located at NW 17th Place, Ocala, Florida 34475 (the "Exhibition"), City of Ocala Contract No. REC/220791; and

WHEREAS, after the Original Agreement was fully executed by the parties, it was decided by City and Artist that the loan period be deferred, and

WHEREAS, City and Artist now desire to enter into this First Amendment for the purpose of updating the loan term and installation dates in Paragraphs 2, 3 and 4 of the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Artist agree as follows:

1. **RECITALS.** City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Artist is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO PARAGRAPH 2 – LOAN, USE, CREDIT AND SALE OF ARTWORK.** Artist grants to City a loan of the Artwork for public display from NOVEMBER 29, 2022, through JUNE 19, 2023. All remaining provisions contained in Paragraph 2 – Loan, Use, Credit and Sale of Artwork in the Original Agreement remain in full force and effect.
4. **AMENDMENT TO PARAGRAPH 3 – LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on NOVEMBER 29, 2022, and shall end on JUNE 19, 2023, unless otherwise renewed or terminated pursuant to this Agreement. All remaining provisions contained in Paragraph 3 – Loan Period, Renewal and Termination in the Original Agreement remain in full force and effect.
5. **AMENDMENT TO PARAGRAPH 4 – TRANSFER, INSTALLATION, CARE AND REMOVAL OF ARTWORK.** Artist shall deliver, or cause to be delivered, the Artwork to City on or

before **NOVEMBER 29, 2022**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no later than **JUNE 19, 2023**, unless otherwise agreed to by the parties. All remaining provisions contained in Paragraph 4 – Transfer, Installation, Care and Removal of Artwork in the Original Agreement remain in full force and effect.

6. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Artist:

Ingrid Humphrey
179 Linda Lake Lane
St. Augustine, FL 32095
Phone: 760-334-1862
E-mail: ilovedolls216@gmail.com

If to City of Ocala:

Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.org
PH: 352-401-3972

6. **EFFECT OF AGREEMENT.** In the event of any inconsistency between this First Amendment and a prior version of the Original Agreement, this First Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.

7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
9. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 01 / 28 / 2023.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Ken Whitehead

Angel B. Jacobs
City Clerk

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

ARTIST

William E. Sexton

Ingrid Humphrey

William E. Sexton
City Attorney

Signature

Ingrid Humphrey

Name

Artist

Title

Title	FOR SIGNATURES - First Amendment to Artwork Loan and Display...
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The document has been completed.